

Recording requested by and return to:
Colorado Cattlemen's Agricultural Land Trust
PO Box 16088
Denver, CO 80216-0088

**AMENDMENT TO DEED OF CONSERVATION EASEMENT
UNDER IRS SAFE-HARBOR NOTICE 2023-30
FOR THE ___ RANCH**

THIS AMENDMENT TO DEED OF CONSERVATION EASEMENT FOR THE _____ RANCH (this "Amendment") is made this ___ day of _____, 2023, by _____, whose address is _____, **(if multiple parties, insert the word "collectively" here]** "Grantor"), and COLORADO CATTLEMEN'S AGRICULTURAL LAND TRUST, a Colorado nonprofit corporation having its mailing address at PO Box 16088, Denver, CO 80216-0088 ("Grantee"). The Grantor and Grantee are collectively referred to herein as the "Parties".

RECITALS

- A. Grantor conveyed to Grantee that certain Deed of Conservation Easement for the _____ Ranch dated _____, and recorded on _____, at Reception No. _____ in the records of the Clerk and Recorder of _____ County, Colorado (the "Conservation Easement"), which encumbered the real property described on Exhibit A attached thereto, which as described contained approximately _____ acres of land located in _____ County, Colorado legally described on **Exhibit A**, attached hereto and made a part hereof (the "Property").
- B. **(Add reference to any amended and restated deed of conservation easement if necessary and revise the preceding paragraph as necessary:** The Conservation Easement was amended and restated by an Amended and Restated Deed of Conservation Easement that amended, restated, replaced, and superseded the Original Conservation Easement and was recorded on _____, at Reception No. _____ in the records of the Clerk and Recorder of _____ County, Colorado (the "Amended and Restated Conservation Easement"), which Amended and Restated Conservation Easement encumbered an additional approximately ## acres (the 20## Property). The Conservation Easement, as amended and restated by the First Amended and Restated Conservation Easement, is referred to herein as the "Conservation Easement" The 20## Property and the 20## Property are referred to herein collectively as the Property.)
- C. Grantor owns the fee simple interest in the Property **[subject to a Deed of Trust held by _____, which has agreed to subordinate its interest in the Property to this Easement as evidenced by the Consent and Subordination attached to this Amendment as Exhibit B.]**

- D. Section 605(d) of the SECURE 2.0 Act of 2022 (the “Secure 2.0 Act”), enacted as Division T of the Consolidated Appropriations Act, 2023, Public Law 117-328, 136 Stat. 4459 (December 29, 2022) directs the Secretary of the Treasury to provide donors with an opportunity to replace extinguishment and boundary line adjustment clauses in eligible easement deeds with certain safe harbor deed language for those clauses.
- E. The Internal Revenue Service (the “IRS”) issued Notice 2023-30 (“Notice 2023-30”) on April 24, 2023, which sets forth the safe harbor deed language for extinguishment and boundary line adjustment clauses and describes the process donors may use to amend an original eligible easement to substitute the safe harbor language for the corresponding language in the original eligible easement deed, as provided by section 605(d)(2) of the Secure 2.0 Act.
- F. The term “Conservation Easement” in this Amendment is a similar term with the same meaning as the term “eligible easement deed” as referenced in the Secure Act 2.0 and Notice 2023-30.
- G. The Parties agree that by including language in the Conservation Easement at the time of conveyance related to boundary line adjustments the Parties’ shared intent was that any such boundary line adjustment would not change the boundaries of the real property subject to the Conservation Easement (the “Property”), which the Parties intended to remain subject to the terms of the Conservation Easement in perpetuity regardless of any permitted change in ownership lines contemplated under Paragraph # of the Conservation Easement.
- H. Grantor and Grantee acknowledge that this Amendment is being executed in accordance with Notice 2023-30 and will in no way diminish or impair the Property’s Conservation Values.
- I. **[Sample reference to funders – adjust as applicable, or delete if no funder(s)]** The USDA Natural Resource Conservation Service (“NRCS”) and Great Outdoors Colorado (“GOCO”) provided funding for the purchase of the Conservation Easement. NRCS and GOCO have reviewed and approved this Amendment.

NOW, THEREFORE, the Parties hereby ratify and affirm that the Conservation Easement remains as a perpetual conservation easement on the Property, an immediately vested interest in real property defined by Colorado Revised Statutes § 38-30.5-101, *et. Seq.*, of the nature and character described in the Conservation Easement, as amended by this Amendment. The Parties hereby agree to the following.

1. Notwithstanding anything in the Conservation Easement to the contrary, pursuant to Notice 2023-30, Grantor and Grantee agree that boundary line adjustments to the

real property subject to the restrictions may be made only pursuant to a judicial proceeding to resolve a bona fide dispute regarding a boundary line's location. **[Add only when NRCS approval is required (NOTE: For NRCS amendments, additional edits will be necessary and paragraphs 2 and 3 (below) will need to be deleted):** *Any such boundary line adjustment must also be approved by the United States as an amendment to the Easement in accordance with Section ____.]*

2. Notwithstanding anything in the Conservation Easement to the contrary, pursuant to Notice 2023-30, Grantor and Grantee agree that, if a subsequent unexpected change in the conditions surrounding the Property that is the subject of a donation of the perpetual Conservation Easement renders impossible or impractical the continued use of the Property for conservation purposes, the conservation purpose can nonetheless be treated as protected in perpetuity if (1) the restrictions are extinguished by judicial proceeding and (2) all of Grantee's portion of the proceeds (as determined below) from a subsequent sale or exchange of the property are used by the Grantee in a manner consistent with the conservation purposes of the original contribution.
3. Notwithstanding anything in the Conservation Easement to the contrary, regarding the determination of proceeds, Grantor and Grantee agree that the donation of the perpetual Conservation Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is at least equal to the proportionate value that the perpetual conservation restriction, at the time of the gift, bears to the fair market value of the property as a whole at that time. The proportionate value of Grantee's property rights remains constant such that if a subsequent sale, exchange, or involuntary conversion of the Property occurs, Grantee is entitled to a portion of the proceeds at least equal to that proportionate value of the perpetual conservation easement, unless state law provides that the Grantor is entitled to the full proceeds from the conversion without regard to the terms of the prior perpetual conservation easement."
4. All capitalized terms in this Amendment shall have the meanings assigned to them in the Conservation Easement.
5. In the event of a conflict between the terms of the Conservation Easement and this Amendment, the terms of this Amendment shall prevail.
6. The Parties hereby ratify and confirm the terms of the Conservation Easement. Except as amended by this Amendment, the terms of the Conservation Easement shall remain in full force and effect.

7. Grantee has determined that this Amendment does not confer a private benefit to either Grantor or any other individual greater than the benefit to the general public and does not result in any private inurement.
8. The parties agree that although the Grantee drafted a template for this Amendment, Grantee has not provided any legal, tax, or title advice in relation to this Amendment.
9. This Amendment shall be effective as of _____, the effective date of the Conservation Easement.

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW]*

GRANTOR:

By: _____

Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20--, by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTED:

COLORADO CATTLEMEN’S AGRICULTURAL
LAND TRUST, a Colorado nonprofit corporation

By: _____

Name: Erik L. Glenn

Title: Executive Director

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The forgoing instrument was acknowledged before me this ____ day of _____,
2023 by Erik L. Glenn as Executive Director of Colorado Cattlemen’s Agricultural Land Trust, a
Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires: _____

Notary Public

Exhibit A Legal Description of the Property

Exhibit A
Legal Description of the Property