The Village of Corrales has come to a consensus by the Governing Body at their July 14th, Special Council Meeting to put the potential purchase of a conservation easement on the Haslam Property located at Corrales Road and Kings Road as an agenda item on the July 21st, 2020 Regular Council Meeting. It will be available online at https://www.corrales-nm.org/villagecouncil/page/potential-purchase-agreement-haslam-property-2020 or by scrolling over “I’m Looking For” on the home page then clicking “Key Documents Directory”, as well as in our “Latest News” Section of the homepage. It will also be available in the July 21st Council Meeting Packet that is published on July 17th.

For questions about how to access the material, please email agjullin@corrales-nm.org or call 505-350-1583
Haslam Property Conservation Design

PROPERTY SUMMARY

The subject property is located just south of Corrales Road and Kings Road in northern Corrales and is comprised of a 7.87-acre parcel, a 4.57-acre parcel and a 0.37-acre parcel for a total of approximately 12.81 acres of land/farmland (“Property”) with a homesite and barn on the western portion of the Property as shown on the map below. The Property is owned by Brad and Deborah Haslam (“Landowners”). The Landowners plan to place the entire property into a perpetual conservation easement (“Conservation Easement”) with an approximate 1-acre residential building envelope and a 0.5-acre agricultural building envelope with small outbuildings remaining in their current locations (see Conservation Strategy Portion below for conservation easement details).
CONSERVATION VALUES

Public Recreation – as shown on the map above, the Property will include an area large enough to accommodate an approximate 200 square foot wildlife viewing platform with an interpretive sign featuring migratory bird educational information. The Landowners are responsible for the design and construction of the viewing platform including associated costs. All plans will be submitted to the Village of Corrales (“Village”) for review prior to construction. This area will be easily accessed off the public recreational trail along the Corrales Lateral. This area cannot be used by the Landowners for any other purpose outside of public use. The Landowners prefer to this area to have some type of use agreement where the Village is responsible for upkeep of the platform and maintain liability insurance. The remainder of the Property will remain private property and will not be accessible by the public.

Farmland Preservation – the Property consists of valuable irrigated farmland (prime and important soils) that have been in production for decades. The conservation easement restrictions will allow for no residential development outside the 1-acre building envelope and will encumber the water rights to the Property in perpetuity (water rights TBD), meaning the water rights cannot be severed or separately sold from the Property and will only be used for agriculture or wildlife habitat purposes.

Scenic Open Space – the Property is located along, visible from, and directly adjacent to a public recreational trail (trail along Corrales Lateral) which is frequented by many residents and visitors for walking, running, horseback riding and mountain biking.

Wildlife Habitat – since the Property is irrigated farmland, it serves as valuable habitat for migratory birds along international flyways and also provides habitat for a number of other native species.

CONSERVATION STRATEGY

This strategy involves the Landowners placing the entire Property into conservation easement and being paid 100% of the Conservation Easement value through the Village of Corrales Recreation, Farmland and Open Space Bond Funds.

The following is a list of reserved rights and restrictions the parties have acknowledged will be included in the Conservation Easement:

- 12.81 acres in permanent conservation easement.
- No further subdivision of legal parcels.
- No separate sale of the three legal parcels that make up the Property.
- One-acre residential building envelope with the right to add up to 1,000 square feet on existing residential structure.
- One half-acre agricultural building envelope.
• All existing out-buildings may remain, be repaired or replaced as long as they are not converted to residential or non-agricultural use.
• All irrigation water rights (whether well or surface rights) shall be encumbered as part of the conservation easement.
• Landowners shall design and pay for the construction of a public viewing platform along the Corrales Lateral.

**TIMELINE**

The following is an estimated timeline for how the project may proceed.

• **April 2020**
  - Landowners worked with UPRE/Michael Scisco to design a conservation application and plan for the Property.
  - Landowners submitted conservation application/plan to the Corrales Farmland Commission, the land trust that would hold the easement, and Village Administration.
  - Farmland Commission, land trust and Village Administration review application and offer any suggestions or edits.

• **May 2020**
  - Project approved by Farmland Committee, land trust and Village Administration. The application was sent to the Village Council for preliminary review.

• **July 2020**
  - Village Council, in a closed session, approved of placing the project for a public comment and vote by Council on July 21, 2020.
  - Village Council will vote on project at July 21, 2020 meeting with public comment period included.
  - Landowners and Village enter into an option to purchase a conservation easement on the Property.
  - Begin due diligence on the purchase of a conservation easement over the Property. This would include:
    - Landowners begin a partnership with selected land trust.
    - Conduct conservation easement appraisal.
    - Conduct baseline documentation report.
    - Order title commitment (for land trust purposes).
    - Conduct minerals assessment.
    - Draft conservation easement deed with land trust.

• **October 2020**
  - Close/record conservation easement.
  - Landowners paid for conservation easement by Village of Corrales.
  - Landowners pay land trust endowment fee.

• **November 2020**
Landowners work with Village to install public viewing platform and interpretive signage.

NOTE: due to complications during the COVID-19 pandemic, this schedule is subject to change.
CORRALES FARMLAND PRESERVATION PROGRAM
CONSERVATION EASEMENT
OPTION TO PURCHASE AGREEMENT

This is an Agreement dated _________________, 2020, between Brad V. and Deborah R. Haslam ("Seller") and The Village of Corrales, 4324 Corrales Road, Corrales, NM 87048 ("Buyer"). The following exhibits are made part of this Agreement:

Exhibit A – Map of the Conservation Easement Property
Exhibit B – Draft Deed of Conservation Easement

RECITALS

A. Seller is the owner of approximately 12.81 acres, more or less, of certain real property in Sandoval County, New Mexico, as more particularly described in the attached Exhibit A and generally shown on the map in the attached Exhibit B (the “Conservation Easement Property”). The Conservation Easement Property shall include all minerals and water located thereon and any and all rights appurtenant thereto owned by Seller, including but not limited to water rights, mineral rights, grazing rights, and access rights, if any.

B. It is the mutual intention of Buyer and Seller that the Conservation Easement Property be preserved and used perpetually for agricultural, scenic open space, wildlife habitat and recreational purposes. It is the mutual intention of Buyer and Seller that the Conservation Easement Property, while continuing to be privately owned, be used in a manner which is consistent with the preservation of its agricultural, scenic open space, recreation and wildlife habitat condition and in a manner that enhances such conservation values. In order to preserve and protect these conservation values of the Conservation Easement Property, Seller desires to sell to the Buyer a Conservation Easement (the “Easement”), in perpetuity, on, over and across all of the Conservation Easement Property.

C. Buyer and Seller agree that The New Mexico Land Conservancy (“NMLC”) a 501(c)3 New Mexico non-profit corporation shall act as the co-grantee of the Easement and due to the Easement being purchased with municipal funds from the Village of Corrales’ Farmland Preservation Program, the Village of Corrales shall have certain rights identified within the Deed of Conservation Easement.

D. With regard to completion of the Easement, Buyer will be working with NMLC to negotiate the terms of the final Deed of Conservation Easement, and the final language of the Deed of Conservation Easement shall be in substantial accord, in form and substance, with that language in the Deed of Conservation Easement in the attached Exhibit C. The intentions expressed above shall not be construed as a covenant or condition to this Agreement. Buyer makes no representation that any efforts it may undertake to secure the eventual acquisition of the Easement over the Conservation Easement Property will be successful.
THE PARTIES AGREE AS FOLLOWS:

1. **Option.** Seller grants to Buyer an exclusive and irrevocable option to purchase the Easement over the Conservation Easement Property on the terms and conditions set forth in this Agreement (the "Option").

2. **Term.** The Option shall be effective as of the date set forth above (the "Effective Date") and shall expire on June 1, 2021 (the “Option Term”).

3. **Exercise.** In the event Buyer elects to exercise the Option, it shall do so by notifying Seller in writing within the term specified in Paragraph 2 above. Such notice shall be deemed timely if it is transmitted by electronic mail, deposited in the mail, first class postage prepaid, or delivered personally by courier or Express Mail within the term specified in Paragraph 2 above. If the Buyer fails to mail or deliver notice of its intent to exercise the Option within the Option Term, then this Agreement shall terminate and neither party shall have further rights or obligations. The Buyer's election to exercise this Option shall be in Buyer's sole discretion.

4. **Purchase Terms:**

   (a) **Purchase Price.** In the event that the Buyer exercises the Option to purchase the Easement over the Conservation Easement Property, Seller shall sell the Easement to Buyer by a direct conveyance to NMLC of the Easement over the Conservation Easement Property for a Minimum Purchase ("Floor Price") of Nine Hundred and Sixty Thousand Dollars ($960,000.00). If valuation of the Easement exceeds the Floor Price, Buyer agrees to pay Seller the Floor Price plus any amount that exceeds the Floor Price ("Easement Purchase Price"). Buyer shall provide written “Floor Notice” to Seller if Buyer determines that the appraisal is less than the Floor Price. Seller may be excused from the obligation of selling the Easement to Buyer if Seller is provided Floor Notice and Seller provides Buyer written notice of Seller’s desire to be excused from this option to purchase the Easement over the Conservation Easement Property based on that Floor Notice. Seller must provide said notice to Buyer within 15 days of Floor Notice otherwise the Easement Purchase Price shall be the fair market value amount of the Easement reflected in the appraisal, irrespective of the Floor Price. Buyer’s tender of Floor Notice under this section shall not affect the Buyer’s ability to consummate a purchase of the Easement pursuant to the other provisions of this Agreement.

   (b) **Appraisal.** Buyer will commission and pay for the appraisal and appraisal updates of the Easement. Seller shall cooperate with the appraiser by providing such information as Seller may have regarding the Conservation Easement Property. The appraiser shall be instructed to conduct the appraisal or appraisals using the parameters set forth in the Uniform Standards for Professional Appraisal Practice and shall satisfy the requirements of a "qualified appraisal" as defined in 26 C.F.R. § 1.170a-13(c)(4).
(c) **Method of Payment.** The Easement Purchase Price shall be payable in cash at the close of escrow.

5. **Escrow and Closing, Condition Precedent.** Upon Buyer’s exercise of the Option, or at any earlier time as may be convenient, the parties shall open an escrow with Stewart Title of Albuquerque, LLC, having an address at 7801 Academy Road NE, Bldg. 1, Suite 101, Albuquerque, NM 87109.

6. **Conservation Easement.** Seller shall convey the Easement to NMLC and the Village by a Deed of Conservation Easement in substantial accord, in form and substance, with that attached in Exhibit C.

7. **Condition of Title.** Title to the Conservation Easement Property shall be reviewed and approved by Buyer and NMLC. Any exceptions to title may be approved in writing by Buyer and NMLC before Closing, in the Buyer and NMLC’s sole discretion.

8. **Title Insurance.** A title company satisfactory to the Buyer and NMLC shall be irrevocably committed at closing to issue, at the Buyer’s expense, a title insurance policy, in form and substance acceptable to Buyer and NMLC, in the full amount of the Easement Purchase Price, showing title to the Easement vested in NMLC.

9. **Seller's Preclosing Covenants.** Seller shall not do any of the following without the prior written consent of Buyer: (a) make or allow to be made, extend or allow to be extended any leases, contracts, options or agreements whatsoever affecting the Conservation Easement Property, other than leases, contracts or agreements that will be terminated at or prior to the close of escrow; (b) cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon the Conservation Easement Property without the Buyer’s written consent, other than those removed at closing; (c) permit any mortgage, deed of trust or other lien to be foreclosed upon due to Seller’s actions or omission, including failure to make a required payment; or (d) take or permit any action that could reduce the value of the Conservation Easement Property, including but not limited to the extraction or exploration of minerals or the divestment or abandonment of water rights appurtenant to the Conservation Easement Property. Nothing in this Paragraph 9 shall be deemed to prohibit Seller from making its usual and customary uses of the Conservation Easement Property during the term of this Agreement, including the lease of all or a portion of the Conservation Easement Property for farming and grazing.

10. **Seller's Representations.** Seller makes the following representations and warranties:

    (a) Seller has full power and authority to enter into this Agreement and to sell, transfer and convey the Easement over the Conservation Easement Property in accordance with this Agreement.
(b) No one other than Seller will be in possession of any portion of the Conservation Easement Property at the close of escrow.

(c) Within Seller's knowledge, there is no suit, action, arbitration, legal, administrative or other proceeding or inquiry pending or threatened against Seller or the Conservation Easement Property, or any portion thereof, which could affect Seller's title to the Conservation Easement Property or the value of the Conservation Easement Property.

(d) Within Seller's knowledge, there are no:

(i) Intended public improvements or private rights which will result in the creation of any liens upon the Conservation Easement Property or any portion thereof.

(ii) Uncured notices which have been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Conservation Easement Property or any portion thereof.

(iii) Actual or impending mechanics liens against the Conservation Easement Property or any portion thereof.

(iv) Notices or other information received by Seller relating to the Conservation Easement Property giving Seller reason to believe that any conditions existing on the Conservation Easement Property or in the vicinity of the Conservation Easement Property or in ground or surface waters associated with the Conservation Easement Property may have a material affect on the value of the Conservation Easement Property or subject the owner of the Conservation Easement Property to potential liabilities under environmental laws.

(v) Other than agricultural leases, there are no leases, licenses, permits, options or rights of first refusal which affect the Conservation Easement Property or any portion thereof which will not be terminated by closing.

(e) Within Seller's knowledge, there is no condition at, on, under or related to the Conservation Easement Property presently or potentially posing a significant hazard to human health or the environment, whether or not in compliance with law, and there has been no production, use, treatment, storage, transportation, or disposal of any hazardous substance on the Conservation Easement Property nor any release of any hazardous substance, pollutant or contaminant into, upon or over the Conservation Easement Property or into or upon ground or surface water at the Conservation Easement Property.

(f) Within Seller’s knowledge, no hazardous substance is now or ever has been stored on the Conservation Easement Property in underground tanks, pits or surface impoundments.
(g) Neither the grant nor the exercise of the Option will constitute a breach or default under any agreement to which Seller is bound and/or to which the Conservation Easement Property is subject.

Each of the above representations and warranties is material and is relied upon by Buyer. Each of the above representations shall be deemed to have been made as of the date of closing.

If, before the close of escrow, Seller discovers any information or facts that would materially change the foregoing representations and warranties, Seller shall immediately give notice to Buyer of those facts and information. If any of the foregoing representations and warranties ceases to be true before the close of escrow, Seller shall have the option either to (1) remedy the problem before the close of escrow or (2) credit to Buyer at the close of escrow the amount reasonably required to remedy the problem. If the problem is not remedied before close of escrow and cannot be remedied by payment of money, then Buyer may elect to either (a) terminate this Agreement in which case Buyer shall have no obligation to purchase the Easement, or (b) waive the problem and proceed to closing on the Easement; provided, however, Seller's options with respect to hazardous substances and the environmental conditions on the Conservation Easement Property shall be subject to the provisions of Section 12 herein.

11. ** Remedies Upon Default.** In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyer shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller. In the event Buyer defaults in the performance of any of its obligations under this Agreement, Seller shall have the right to recover damages for breach of contract or any other remedy provided in this Agreement or by law or equity.

12. ** Right to Inspect the Conservation Easement Property.** During the term of this Agreement, Buyer or NMLC through their employees and agents may enter upon the Conservation Easement Property for the purpose of making inspections and investigations as Buyer or NMLC deems appropriate, including, without limitation, making an environmental assessment of the Conservation Easement Property. All such inspections or investigations shall be at Buyer’s or NMLC’s sole expense. Buyer or NMLC shall notify Seller in advance if it intends to conduct any such inspection and shall indemnify and hold Seller harmless from and against any damage, claims or losses caused by or arising out of such inspections. Buyer or NMLC shall provide to Seller upon Seller’s request a copy of any report generated as a result of any inspection or investigation of the Conservation Easement Property by Buyer or NMLC, or by a consultant or agent of Buyer or NMLC.

Should the Buyer determine, in its sole discretion that the environmental conditions on the Conservation Easement Property are unacceptable to Buyer, Buyer shall so notify Seller and Seller shall have the option to either (a) use its best efforts to remove such unacceptable environmental conditions by close of escrow, or (b) credit Buyer at closing with an amount necessary to remove or remediate the unacceptable condition. If the condition cannot be removed or remediated, or if the cost of removal or remediation exceeds $10,000.00, then Buyer shall have no obligation to purchase the
Easement, and either Buyer or Seller may instead elect to terminate this Agreement, provided, however, that in any event Buyer may elect to waive the problem and proceed to closing on the Easement without requiring removal, remediation or a credit at closing.

13. **Risk of Loss.** All risk of loss shall remain with Seller. In the event the Conservation Easement Property is destroyed or damaged after Buyer has exercised the Option and prior to close of escrow, Buyer may rescind this Agreement.

14. **Prorations, Fees and Reimbursements.** Real property taxes on the Conservation Easement Property shall remain the responsibility of Seller. The escrow fee shall be paid by Buyer. Buyer shall pay for the title insurance policy as specified hereinafore. Other fees and charges shall be allocated in accordance with the customary practice of the real estate industry in Sandoval County, New Mexico.

15. **Agency Disclosure, Commissions and Finders Fees.**

   (a) Buyer is represented by legal counsel in this transaction. In the event Buyer retains a real estate agent then Buyer shall be solely responsible for any real estate commissions payable to said agent for brokerage services rendered to Buyer in this transaction.

   (b) Buyer shall hold Seller harmless and shall indemnify Seller from and against any claims for brokerage commissions or finders’ fees made by any person or entity based upon a contract claim, obligation, or agreement between any such person or entity and Buyer. Seller shall hold Buyer harmless and shall indemnify Buyer from and against any claims for brokerage commissions or finders’ fees made by any person or entity based upon a contract claim, obligation or agreement between any such person or entity and Seller. The mutual warranties of hold harmless and obligations to indemnify under this paragraph shall survive closing.

16. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered; or if transmitted by facsimile, shall be deemed given when transmitted. Such notices shall be addressed as follows:
SELLER:

Brad and Deborah Haslam
146 Kings Lane
Corrales, NM 87048
(505) 934-0610

BUYER:

Village of Corrales
4324 Corrales Road
Corrales, NM 87048
(505) 897-0502 (tel)
(505) 897-7217 (fax)

NMLC:

New Mexico Land Conservancy
P.O. Box 6759
Santa Fe, New Mexico 87502
(505) 986-3801 (tel)
(505) 986-3806 (fax)

17. **Legal Costs.** If any legal action is brought by either party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys’ fees and court costs in such amounts as shall be allowed by the court.

18. **Possession.** Unless a different date is provided for herein, NMLC (or the Buyer and NMLC) shall be entitled to possession of said interest in real estate on date of escrow.

19. **Time of the Essence.** Time is of the essence of this Agreement.

20. **Assignment; Successors.** Either party may assign its interest in this Agreement. Any proposed assignment by one party must, however, be approved by the other party. Subject to the restrictions contained herein, the rights and obligations of the Seller and Buyer shall inure to the benefit of and be binding upon their respective successors, successors-in-trust and assigns.

21. **Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their respective heirs, personal representatives, assigns, and other successors in interest.

22. **Additional Documents.** Seller and Buyer agree to execute such additional documents, including, without limitation, escrow instructions and the Easement, as may be reasonable and necessary to carry out the provisions of this Agreement.

23. **Modification; Waiver.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

Village of Corrales
Farmland Preservation Program
Conservation Easement Option to Purchase Agreement
Haslam Property
24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.

25. **Confidentiality.** The parties hereto agree that the terms of this Agreement, including but not limited to the purchase prices, shall remain confidential, and that, unless compelled by law, copies of this Agreement shall not be provided to anyone other than the parties or their respective attorneys, employees or representatives without the consent of the parties hereto.

26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[signatures on following page]
IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

**SELLER:**

By: _______________________________

Print Name: Brad V. Haslam

Date: ______________________________

**Acknowledged:**

State of New Mexico

County of __________________________

This instrument was acknowledged and signed before me on this _______day of ________________, 2020 by ______________________________ who is known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the forgoing instrument and acknowledged to me that the execution of said instrument was a free and voluntary act for the purposes stated therein, and on oath stated to me that they were authorized to so execute said instrument.

(Seal) Signed: ______________________________

My Commission Expires: _________________
SELLER:

By: _______________________________

Print Name: Deborah R. Haslam

Date: ______________________________

Acknowledged:

State of New Mexico

County of ____________________

This instrument was acknowledged and signed before me on this _______day of _______________, 2020 by _________________________________ who is known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the forgoing instrument and acknowledged to me that the execution of said instrument was a free and voluntary act for the purposes stated therein, and on oath stated to me that they were authorized to so execute said instrument.

(Seal) Signed: _______________________________

My Commission Expires: ____________________
“Buyer, Village of Corrales"

______________________________
Jo Anne Roake
Mayor

County of Sandoval  )
) ss
State of New Mexico  )

The foregoing instrument was acknowledged before me this _____ day of ____________, 2020, by Jo Anne Roake, Mayor of the Village of Corrales, on behalf of the said Village of Corrales and with the specific authorization of the Village Council, the governing body of the Village of Corrales.

______________________________
Notary Public (SEAL)

My commission expires: __________________________
EXHIBIT A
Map of the Conservation Easement Property
Haslam Property

Village of Corrales
Sandoval County, NM

Approximately 12.81 acres
EXHIBIT B
Draft Deed of Conservation Easement
NEW MEXICO LAND CONSERVANCY

DEED OF CONSERVATION EASEMENT
HASLAM FARM
SANDOVAL COUNTY, NEW MEXICO

This Deed of Conservation Easement ("Deed") is granted on this ___day of __________, 2020, by Brad V. and Deborah R. Haslam, husband and wife, having an address at 146 Kings Lane, Corrales, NM 87048, (the "Landowner") to the New Mexico Land Conservancy, a New Mexico nonprofit corporation, having an address at P.O. Box 6759 Santa Fe, New Mexico 87502 (the "Land Trust"), and the Village of Corrales (the “Village”), a New Mexico municipal corporation, having an address of 4324 Corrales Road, Corrales, New Mexico 87048, for the purpose of forever conserving the scenic open space, agricultural, natural habitat, educational and recreational values of the subject property (collectively and hereinafter, the “Conservation Values”).

The property rights granted by this Deed were purchased with municipal bond funds for the Village of Corrales’ Farmland Preservation Program, entitling the Village of Corrales to certain rights identified herein. The right to hold and enforce the Deed is specifically granted by the Village to implement and enforce with the specific rights of the Village once again identified herein.

RECITALS

A. Property. The Landowner is the sole owner in fee simple of the property, which consists of approximately twelve and eighty-one hundredths (12.81) acres of land, located in Sandoval County, State of New Mexico, which is legally described in Exhibit 1 and shown in the map in Exhibit 2 (the "Property"), both attached to and made a part of this Deed.

B. Water Rights. The Property has appurtenant water rights consisting of ___ acre feet of surface rights from the ________________________ [name of source] with a declared priority date of ____, which are more particularly described in Exhibit 3 (the "Water Rights").

C. Mineral Rights. Certain mineral rights have been severed from the Property, but the possibility of future mining is so remote as to be negligible, as indicated by the geologist’s report on file with the Land Trust. All other mineral rights associated with the Property and owned by the Landowner as of the date of this Deed are governed by the terms of this Deed.

D. Natural Habitat and Biological Values. The Property consists of relatively natural habitat in the form of irrigated farmland which attracts migratory birds, including lesser and greater sandhill cranes, along the Rio Grande Corridor and international flyway, while also providing habitat for a number of other native species including neotropical songbirds, raptors and mustelids among other species.

E. Scenic Values. The Property includes scenic open space located along, visible from, and directly adjacent to a public recreational trail (trail along Corrales Lateral) which is frequented by many residents
and visitors for walking, running, horseback riding and mountain biking. The wildlife viewing platform further provides for scenic enjoyment by the public.

**F. Agricultural Values.** The Property consists of valuable irrigated farmland (prime and important soils) that have been in production for decades.

**H. Recreation.** The Property possesses recreational values including an elevated wildlife viewing platform. The Landowners are responsible for the design and construction of the viewing platform including associated costs. All plans will be submitted to the Village of Corrales (“Village”) for review prior to construction. This area will be easily accessed off of the public recreational trail along the Corrales Lateral. This area cannot be used by the Landowners for any other purpose outside of public use.

**I. Governmental Policies.** The Property includes open space and farmland, the preservation of which is pursuant to the following clearly delineated federal, state and local governmental conservation policies:

1. The Village of Corrales Resolution No. 2000-10, which provides that the Village of Corrales, in accordance with its Comprehensive Plan, encourages the preservation of agricultural land uses such as farming, animal husbandry, and features which contribute to the rural atmosphere in the area and would like to develop incentives to preserve agricultural land.

2. The Village of Corrales Ordinance which provides for the issuance of general obligation bonds for the purpose of providing funds to acquire conservation easements or other rights or interests in land for the preservation of farmland, open space, wildlife habitat and recreational opportunities in the Village of Corrales.

3. The New Mexico Land Use Easement Act, NMSA 1978, Sections 47-12-1 through 47-12-6, which aids the landowner who wishes voluntarily to donate a conservation easement intended to restrict the use of a specific parcel of land so as to maintain in perpetuity the character of the land.

4. The New Mexico Right to Farm Act, NMSA 1978, Sections 47-9-1 through 47-9-7, which declares the purpose "to conserve, protect, encourage, develop and improve agricultural land … and to reduce the loss to the state of its agricultural resources."

5. The New Mexico Watershed District Act, NMSA 1978, Sections 73-20-1 through 73-20-49, which states the Legislature's desire to further the "conservation … of water, and thereby preserve and protect New Mexico's land and water resources."

6. The New Mexico Industrial and Agricultural Finance Authority Act, NMSA 1978, Sections 58-24-1 through 58-24-23, which evidences the Legislature's concern for the maintenance of agriculturally productive resources, and its intention to encourage an increase in the inventory of agricultural lands and a resultant increase in the gainful employment of the citizens of the state.
7. Property tax relief adopted by the State of New Mexico, which provides for tax relief for agricultural properties through a special method of valuation of land used primarily for agricultural purposes. NMSA 1978, Section 7-36-20.

8. The Federal Farmers Home Administration (FmHA) Instruction 1951-S (7 C.F.R. 1951 Subpart S), which states a public policy to "keep the farmer on the farm."

9. The Federal Farmland Protection Policy Act, 7 U.S.C. Sections 4201 through 4209, which committed the federal government to the goal of conserving farmland in carrying out its public works and other development projects.

J. Public Benefit. Conserving the Property is consistent with and important to the environment, culture, and economy of the surrounding area; and will result in a significant public benefit because:

1. The Property possesses significant natural habitat, scenic, open space, and agricultural values of great importance to the parties, to Sandoval County, to the State of New Mexico, and to the people of this nation;

2. Agriculture has been an integral part of the way of life in Sandoval County for centuries and should be preserved in order to protect the area's great natural beauty, scenic vistas, and way of life;

3. Open space has been an integral part of Sandoval County for centuries and should be preserved in order to protect the area's great natural beauty and scenic vistas;

4. The Property exists in an area where development is occurring and is expected to occur at an accelerated rate in the future;

5. The use of the Property as stated in this Deed is intended to be consistent with public programs for conservation in the area, including programs for irrigation, soil protection, and agricultural uses;

6. The development of the Property would impair the scenic character of the local rural landscape and would contribute to the degradation of the natural character, agricultural productivity, riparian ecology, and wildlife habitat of the area;

7. The Property has been evaluated for scenic quality and found to be scenic and easily seen by the public;

8. The Property is in a relatively natural state, and includes important habitat for migratory birds including Sandhill cranes, waterfowl among other wildlife;

9. The Property provides public recreational opportunities including a viewing platform for wildlife observation along the Corrales Lateral trail.
K. Baseline Documentation Report. The characteristics of the Property and its current use and the status of improvements and development are described in a Baseline Documentation Report (the “Baseline”) prepared by the Land Trust with the cooperation of the Landowner. The Baseline has been acknowledged by the Land Trust and the Landowner to be complete and accurate as of the date of this Deed. Both the Land Trust and the Landowner have copies of this report, and a copy will be retained in the Land Trust's files. The Baseline will be used by the Land Trust to assure that any future changes in the use of the Property will be consistent with the terms of this Deed.

L. Qualifications. The Land Trust is a nonprofit, tax-exempt organization qualified under Sections 501(c)(3) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the “Code”), a "qualified organization" as defined by Section 170(h)(3) of the Code, a qualified "holder" as defined by Section 47-12-2A of the Land Use Easement Act and an eligible holder pursuant to the Land Conservation Incentives Act.

M. Purpose and Intent. The Landowner intends to convey to the Land Trust the fair market value of the Property interest conveyed by this Deed. Prior to the recording of this Deed, the Landowner will be paid the full fair market value of the interest conveyed by this Deed with general obligation bond funding for purposes of acquiring conservation easement interests for the protection of farmland, open space, wildlife habitat and recreation opportunities.

The purpose for which the Landowner is conveying the interests conveyed by this Deed to the Land Trust is to assure that, under the Land Trust’s perpetual oversight, the Conservation Values of the Property will be maintained forever, and that uses of the land that are inconsistent with these Conservation Values will be prevented or corrected (the “Conservation Purposes”). The parties agree that the current uses of and improvements to the Property described in this Deed are consistent with the Conservation Purposes of this Deed.

Subject only to the Conservation Purposes set forth above, the intent of the parties is to permit all other uses of the Property which are not inconsistent with the preservation and protection of the Conservation Values as determined by the Land Trust in its sole discretion and which are not expressly prohibited herein. Nothing in this Deed is intended to compel a specific use of the Property, such as agriculture, other than the preservation and protection of the Conservation Values. The conveyance of this Deed will not adversely affect contiguous landowners’ existing property rights.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and the payment of __________dollars ($__________), the receipt and sufficiency of which is acknowledged by the Landowner, the Landowner voluntarily grants and conveys to the Land Trust and the Village, and the Land Trust and the Village voluntarily accept, a perpetual "land use easement" over the Property, as defined by Section 47-12-2B of the Land Use Easement Act (the "Easement"), which is also a "qualified real property interest" as defined by Section 170(h)(2)(C) of the Code, the conveyance of which is the gift of a "qualified conservation contribution" as defined by Section 170(h) of the Code.

1. General Rights Retained by Landowner. Landowner reserves to himself/herself and to his/her personal representatives, heirs, successors, and assigns, all rights not expressly prohibited or limited by this easement, including all rights accruing from his/her ownership of the Property, the right to engage
in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this easement, the right to exclude any member of the public from trespassing on the Property, the right to sell or otherwise transfer the Property to anyone they choose, and the right to mortgage the Property, so long as the mortgage is subordinated to this Deed.

2. Uses of the Property. The Landowner shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the Conservation Purposes enumerated in this Deed. The Landowner and the Land Trust acknowledge, however, that the uses of the Property and the improvements to the Property described in this Deed and in the Baseline are consistent with the Conservation Purposes. The Landowner understands that nothing in this Deed relieves them of any obligation or restriction on the use of the Property imposed by law.

A. Subdivision. The Landowner and the Land Trust agree that while the Property is composed of three legal parcels, the Property must be sold as a single unit and that any further division or subdivision of the Property is prohibited. Creation of a condominium or any de facto division of the Property is prohibited. Lot line adjustments or lot consolidation without the prior written consent of the Land Trust is prohibited. The Property cannot be used to meet density requirements for building or development outside the Property. The Landowner may transfer undivided interests in the Property, provided, however, that no cotenant or owner of an undivided interest shall have the right, either independently or through legal action, to have the Property physically or legally partitioned. The Landowner shall notify the Land Trust immediately of the name and address of any grantee of an undivided interest in the Property.

B. Construction. In general, all existing buildings, and agricultural structures and improvements on the Property may be maintained, repaired, and replaced in their current locations. The construction of any new temporary or permanent buildings, facilities, or structures of any kind is prohibited except as follows:

i. Residential Building Envelope. As shown on the map set forth in Exhibit 2.b attached hereto and made a part of this Deed, a building envelope is located around a portion of the existing Residence that is approximately one (1) acre in size. Within this Residential Building Envelope the Landowner is allowed to construct, enlarge, maintain, repair or replace existing and new residential buildings and agricultural structures provided however that any new construction shall not exceed an additional 1,000 square feet above the total cumulative footprint cited in the Baseline Report at the time of recording this Deed. However, as part of the structures allowed within the Residential Building Envelope, the Landowner may construct non-commercial alternative energy infrastructure related to wind and solar energy production for use on the Property. The footprint of such infrastructure shall contribute to and be limited by the allowable square footage under the terms of this Deed, but shall not be restricted in height. All other buildings and structures located within the Residential Building Envelope shall not exceed thirty (30) feet in height.

ii. Agricultural Envelope. As shown on the map set forth in Exhibit 2.c attached hereto and made a part of this Deed, an agricultural envelope is located around the existing barn that is approximately a half (0.5) acre in size. Within this Agricultural Envelope the Landowner is allowed to construct, enlarge, maintain, repair or replace existing and new agricultural
structures provided however that the maximum allowable cumulative footprint for all buildings and associated agricultural structures shall not exceed five-thousand (5,000) square feet, of which no square footage can be residential in nature. However, as part of the structures allowed within the Agricultural Envelope, the Landowner may construct non-commercial alternative energy infrastructure related to wind and solar energy production for use on the Property. The footprint of such infrastructure shall contribute to and be limited by the allowable square footage under the terms of this Deed, but shall not be restricted in height. All other buildings and structures located within Agricultural Envelope shall not exceed thirty (30) feet in height.

iii. Minor Agricultural Structures and Improvements. As described and documented in the Baseline Documentation Report, all existing agricultural structures and improvements on the Property may be maintained, repaired, and replaced in their current locations, provided however that they remain non-residential in nature. Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for the purposes of reasonable and customary management of livestock. Minor agricultural structures, such as pump houses or above and below ground water transmission lines, may be constructed on the Property only with the express permission of the Land Trust. All other agricultural structures, including but not limited to barns, stables, garages, storage sheds, loafing sheds, corrals, and windmills are not permitted outside the Building Envelopes described in paragraphs 2(B)i and 2(B)ii of this Deed.

At least 30 days prior to undertaking any construction permitted herein, and prior to applying for a building permit for such construction, the Landowner shall notify the Land Trust in writing and provide the Land Trust with the opportunity to review the plans for such construction for compliance with the terms of this Deed.

C. Water Rights. Except as specifically provided below, the voluntary separation of Water Rights from the Property is prohibited. The Landowner shall take all prudent measures, including timely payment of assessments, beneficial use of water, and participation in conservation programs, to avoid forfeiture or abandonment of the Water Rights. Should the Landowner be notified for any reason regarding possible forfeiture or abandonment of any of the Water Rights, the Landowner shall immediately notify the Land Trust in writing and arrange for the beneficial use of the Water Rights on the Property. If for any reason the Landowner is unable to beneficially use the Water Rights on the Property, the Landowner shall (i) transfer the Water Rights to the Land Trust or to a third party designated by the Land Trust, to be used for beneficial conservation purposes on the Property or elsewhere in Sandoval County, or otherwise consistently with the Land Trust’s mission; (ii) with the express written consent of the Land Trust, lease the Water Rights to a third party; or (iii) with the express written consent of the Land Trust, place the Water Rights in a conservation program approved by the Land Trust.

D. Agriculture. All farming, ranching, and agricultural practices shall be conducted in a sustainable manner, and in keeping with practices that are best suited for the conservation of soil and water, the maintenance of soil and water quality, and so as to avoid erosion, overgrazing, soil contamination, and water pollution. Agricultural practices shall use stewardship and management practices generally consistent with the standards of the U.S. Natural Resources Conservation
Service or other commonly accepted sound management practices. The establishment of any feedlot (defined as a permanently constructed confined area or facility within which the land is not grazed or cropped annually, and which is used for the concentrated feeding and/or slaughter of animals) on the Property is prohibited. The Landowner and the Land Trust desire to encourage the continuation of agricultural activities on the Property and to provide sufficient flexibility so that the Landowner can take advantage of appropriate practices and technologies in the future, all in a manner consistent with and in furtherance of the Conservation Purposes.

E. Trees and Shrubs. Clear cutting of native trees and shrubs is prohibited. Notwithstanding, limited cutting and removal of timber or wood products, consistent with the Conservation Values, is permitted to thin stands appropriately for fire management, to control insects or disease, to prevent personal injury and property damage, to maintain the character and nature of the existing natural habitat, and to prevent encroachment into agricultural fields and pastures; and to provide firewood for use on the Property and posts for maintaining and constructing fences on the Property.

F. Utilities. Above ground utilities (including electric, sewer, water, telephone, cable, gas, etc.), except for those currently located on the Property or specifically anticipated by the Landowner and described in the Baseline, are prohibited. Prior to placing any utilities underground, the Landowner shall notify the Land Trust in writing, specifying the type and location of such utilities and the steps to be taken to protect the Conservation Values.

G. Roads and Trails. In general, the maintenance, repair and reconstruction of existing roads and trails are allowed. The construction of new roads and trails, or the widening or paving of existing roads or trails, is prohibited.

H. Off-road vehicle use. Use of snowmobiles, ATVs, motorcycles or other motorized vehicles off of roads or travelways, is prohibited except for agricultural, hunting, property maintenance or emergency access purposes.

I. Impervious Surfaces. Paving, covering, or treating the soil with an impervious surface including concrete, asphalt, or any other material, is prohibited except for existing roads specifically permitted by this Deed or as foundations for construction specifically permitted by this Deed. Any use of the Property which causes any of its surfaces, other than roads permitted pursuant to subparagraph G above, to become relatively impervious or eroded (either through compaction, denuding the land, or otherwise) is prohibited. Helicopter landing pads and airstrips are prohibited.

J. Mining. Soil, sand, gravel, and rock may be extracted from the Property provided that such extraction is solely for use on the Property, that not more than one-quarter acre of the Property is disturbed at any one time by such extraction, that the Grantor restores the extraction site to a natural condition after the extraction has occurred, and that such extraction is done in a manner consistent with the Conservation Purposes and is consistent with Section 170(h) of the Code and the Treasury Regulations adopted pursuant thereto. Any other mining or extraction, or consent by the Landowner to any mining or extraction, of soil, sand, gravel, rock, hydrocarbons, or any mineral substance, using a surface mining method or any other extractive technique that is inconsistent with the Conservation Purposes, is prohibited. Consent to any mining or surface mining on the Property
under the New Mexico Surface Mining Act, Sections 69-25A-1 to 69-25A-35 NMSA 1978 or its successor statute, or any other New Mexico surface mining consent law, is prohibited.

K. Refuse. The dumping, accumulation, or storage of any kind of refuse on the Property is prohibited. Should accumulations of refuse be found on the Property, it is the Landowner's responsibility to remove it. Nothing in this section ("Refuse"), however, shall prevent composting of biodegradable materials, the storage of agricultural supplies, agricultural equipment, agricultural products and timber products on the Property, so long as such storage is done in a manner consistent with the Conservation Purposes.

L. Hazardous Materials. Landowner may use agri-chemicals on the Property in accordance with all applicable federal, state, or local laws. Otherwise, the treatment, permanent storage, disposal or release of hazardous materials on, from or under the Property is prohibited. For the purpose of this Deed, hazardous materials shall mean any hazardous or toxic material or waste that is subject to any federal, state, or local law or regulation ("Hazardous Materials").

M. Commercial Activity.

i. Generally. Commercial or industrial activity related to the producing, buying, or selling of goods or services are prohibited, with the exception of home occupations or recreational activity (both described below), and commercial activity related to agricultural products grown on the Property and agricultural services performed on the Property.

ii. Home Occupations. Nothing in this section ("Commercial Activity") shall prohibit the conduct of "home occupations" permitted by applicable zoning codes, if any, which home occupations are carried out exclusively within structures permitted by the terms of this Deed, and which home occupations are consistent with the Conservation Purposes.

iii. Commercial Recreation. Use of the Property for more than “de minimis” commercial recreational activity is prohibited. The term “de minimis” shall have the meaning set forth in 2031(c)(8)(B) of the Code and the Treasury Regulations adopted pursuant thereto. Golf courses are prohibited on the Property.

N. Recreation. Only those low-impact recreational uses such as wildlife viewing, hiking, and horseback riding not inconsistent with the preservation and protection of the Conservation Values are permitted. Buildings and facilities for public or private recreational use may be built on the Property only in accordance with Section 2(B), and then only in a manner that is consistent with the preservation and protection of the Conservation Values of the Property. Notwithstanding the foregoing, as further detailed in Exhibit 2.c attached to and made part of this Deed, the Wildlife Platform may be constructed on the Property for the purposes of public recreational use. Off road use of all-terrain vehicles is not permitted on the Property except as provided in subparagraph H above.

O. Public Access. This Deed provides for general public access limited to the approximately 200 square foot Wildlife Platform located on the Property and accessible from the Corrales Lateral trail, as further detailed in Exhibit 2.c. The general public has superior use rights to the Landowner to
access and utilize the Wildlife Platform area. Notwithstanding the foregoing, this Deed is not intended to provide for further public access to the remainder of the Property. The Landowner retains the right to allow public access to the Property in the future provided that such public access complies with the terms of this Deed and is consistent with preservation of the Conservation Values. The Land Trust shall have no obligation to take any action to prevent trespassing on the Property.

**P. Signs.** Signs are permitted for purposes of identifying the Property as private property, posting the Property against trespassing or hunting, identifying the Property as protected by the Land Trust, to provide for interpretive signage related to the recreational/educational values of this Deed, trail markers, “for sale” signs or any posting or notice required by law. All other signs are prohibited. Signs shall not exceed two (2) by two (2) feet in size, be made with reflective surfaces, or be artificially illuminated.

3. **Perpetual Duration.** The Easement shall run with the land in perpetuity. Every provision of this Deed that applies to the Landowner or Land Trust shall also apply to their respective heirs, executors, administrators, assigns, and all other successors in interest as their interests may appear. A party's rights and obligations under this Deed terminate upon transfer of the party's interest in this Deed or the Property except that liability for acts or omissions prior to transfer shall survive transfer.

4. **Responsibilities of Landowner.** Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on the Land Trust, or in any way to affect any obligation of the Landowner as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Landowner to take any action to restore the condition of the Property after any Act of God or other event over which Landowner had no control. Landowner shall continue to be solely responsible and Land Trust shall have no obligation for the upkeep and maintenance of the Property and Landowner understands that nothing in this Deed relieves Landowner of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

A. **Taxes.** The Landowner is solely responsible for payment of all taxes and assessments levied against the Property. If the Land Trust is ever required to pay any taxes or assessments on its interest in the Property, the Landowner shall reimburse the Land Trust for the same, and until such reimbursement occurs, such payment shall constitute a lien on the Property.

B. **Upkeep and Maintenance.** The Landowner is solely responsible for the upkeep and maintenance of the Property.

C. **Liability and Indemnification.** The Landowner is solely responsible for liability arising from or related to the Property, including injury (bodily or otherwise) or damage to any person or organization directly or indirectly caused by any action or omission of the Landowner. If the Land Trust is ever required by a court to pay damages resulting from personal injury, property damage, loss, or theft that occurs on the Property, the Landowner shall indemnify and reimburse the Land Trust for these payments, as well as for the Land Trust's costs and reasonable attorneys' fees and other expenses of defending itself, unless the Land Trust or any of its agents have committed a deliberate act that is determined by a court to be the proximate cause of the injury or damage.
D. Insurance. Landowner warrants that the Land Trust is and will continue to be an additional insured on Landowner’s liability insurance policy covering the Property. Landowner shall provide certificates of such insurance to Land Trust within thirty (30) days after the date of recordation of this Deed and subsequently, upon Land Trust’s written request therefor. Landowner shall advise Land Trust at least thirty (30) days in advance of cancellation of any insurance policy.

5. Landowner Warranties.

A. Title Warranty. The Landowner warrants that the Landowner has good and sufficient title to the Property, and that there are no liens on, leases to, pending or threatened litigation relating to the Property, or other interests in the Property, including verbal agreements, that have not been disclosed to the Land Trust in writing. The Landowner hereby promises to defend the Property and the Easement against all claims from persons claiming by, through or under the Landowner.

B. Environmental Warranty. The Landowner warrants that the Landowner has no knowledge of a release or threatened release of Hazardous Materials on the Property. The Landowner shall indemnify, defend, and hold harmless the Land Trust against all litigation, claims, demands, penalties, damages, losses, and expenses of any kind, including reasonable attorneys' fees, arising from or connected with any release of Hazardous Materials or violation of federal, state, or local laws. Nothing in this Deed shall be construed as giving rise to any right or ability in Land Trust, nor shall Land Trust have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or successor statutes.

6. Inspection.

A. Annual. With reasonable advance notice to the Landowner, representatives of the Land Trust may enter the Property at reasonable times for the purpose of inspecting the Property to determine if there is compliance with the terms of this Deed. Inspections will generally occur once a year but may occur whenever the Land Trust deems appropriate.

B. Emergency. If the Land Trust believes or has reason to believe that there is an ongoing, imminent, or threatened violation of the terms of this Deed, the Land Trust may enter the Property for the purpose of inspecting the Property to determine if there is compliance with the terms of this Deed. The Land Trust will use good faith efforts to contact the Landowner, but the Land Trust may enter the Property without the Landowner's knowledge or presence.

7. Enforcement. The Land Trust has all the rights, remedies, and powers to enforce the terms of this Deed against the Landowner that are provided by law or in equity, including mediation or arbitration, which shall be pursued prior to court action, if in the sole discretion of the Land Trust such is feasible. The Village hereby expressly grants the right of enforcement of the Landowner’s obligations under the Deed to the Land Trust, with only the specified reservations of rights by the Village as identified herein. Except when an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values, the Land Trust shall give the Landowner written notice of the violation and thirty (30) days to correct it before filing any legal action. If a court with jurisdiction determines that a violation may exist
or has occurred, the Land Trust may obtain an injunction to stop the violation, temporarily or permanently, and to restore the Property to its condition prior to the violation. In any case where a court finds that a violation has occurred, the Landowner shall reimburse the Land Trust for all its expenses incurred in stopping and correcting the violation, including reasonable attorneys’ fees and court costs. If the court finds no violation, the Landowner and Land Trust shall each bear their own expenses and attorneys’ fees. The Landowner and the Land Trust agree that this allocation of expenses is appropriate in light of the potential disparate financial incentives of the Landowner and the Land Trust and the Land Trust's public benefit mission.

8. Transfer of Easement. The Easement, and the rights and responsibilities contained in this Deed, may be transferred by the Land Trust to another organization only pursuant to the subsections below:

   A. Involuntary. If the Land Trust ever ceases to exist or no longer qualifies under Section 170(h)(3) of the Code or applicable state law, a court with jurisdiction shall transfer the Easement to another organization having similar purposes, that is qualified under Section 170(h)(3) of the Code, the Land Use Easement Act, the Land Conservation Incentives Act, and other applicable state law, and that agrees to monitor the Easement and enforce the terms of this Deed.

   B. Voluntary. If the Land Trust ever wishes voluntarily to transfer the Easement, the Land Trust will notify the Landowner in writing and give the Landowner and Village sixty (60) days from receipt of notification in which to deliver any preferences the Landowner may have regarding a successor organization. The Land Trust shall give due consideration to Landowner’s choice of successor grantee, and the Village’s requirement for a continuation of the Conservation Easement. The Easement may be transferred only to another organization having similar purposes, that is qualified under Section 170(h)(3) of the Code and applicable state law, and that agrees to monitor the Easement and enforce the terms of this Deed.

9. Amendment. The Landowner, the Land Trust and the Village recognize that circumstances could arise which might justify the modification of certain provisions of this Deed. The parties have the right to agree to amendments to this Deed provided that, in the reasonable discretion of the Land Trust, such amendment has a neutral effect or enhances the Conservation Values. In no event, however, shall any amendment be made that: (i) adversely affects the qualification of the Easement under any applicable laws, including the Land Use Easement Act, the Land Conservation Incentives Act, and Section 170(h) of the Code; (ii) adversely affects the status of Land Trust under any applicable laws, including Section 501(c)(3) of the Code; (iii) affects the perpetual duration of this Deed; or (iv) permits any additional homesites. This Deed shall not be altered, changed, or amended other than by a written instrument executed by the parties and recorded in the Office of the County Clerk of the county in which this Deed was recorded. Nothing in this section (“Amendment”) shall require the parties to agree to, or negotiate regarding, any proposed amendment.

10. Termination.

   A. Condemnation. If all or a part of the Property is taken for public use (or sold to a public authority under threat of condemnation), and the Easement is terminated in whole or in part, then the Village shall be entitled to a percentage of the condemnation award or sale proceeds equal to the ratio, as of the date of this Deed, of the appraised value of the Easement to the unrestricted fair value.
market value of the Property. The parties stipulate that the Village’s share of said proceeds is equal to ____% and the Landowner’s share of the proceeds is equal to ____% of the value of the fee unencumbered by this Easement as determined on the date of this Deed and that such percentage shall remain constant. If such termination occurs the Landowner and Village agree that the value of proceeds received shall only be used for other conservation projects within the Village.

B. **Changed Conditions.** The Landowner and the Land Trust and Village recognize that conditions on or surrounding the Property could change so much in the future that it becomes impossible to protect and preserve the Conservation Values. The Landowner and the Land Trust and Village have the right to jointly request that a court with jurisdiction terminate all or a portion of the Easement created by this Deed and order the sale of the Property. The irreversible loss of all of the Conservation Values is the only grounds under which this Deed may be terminated. Upon such termination of the Easement and sale of the Property, the Village shall be entitled to a percentage of the sale proceeds equal to the ratio, as of the date of this Deed, of the appraised value of the Easement to the unrestricted fair market value of the Property. This percentage shall remain constant. The parties stipulate that the Village’s share of said proceeds is equal to ____% and the Landowner’s share of the proceeds is equal to ____% of the value of the fee unencumbered by this Easement as determined on the date of this Deed and that such percentage shall remain constant. If such termination occurs the Landowner and Village agree that the value of proceeds received shall only be used for other conservation projects within the Village.

C. **Other Termination Provisions.** The Easement conveyed by this Deed constitutes a property right, immediately vested in the Land Trust and Village which the parties stipulate to have a fair market value determined as set forth above. Nothing in this section ("Termination") shall require the parties to agree to, or negotiate regarding, any proposed termination. Any funds received by the Land Trust pursuant to this section ("Termination") shall be used by the Land Trust in a manner consistent with the Conservation Purposes exemplified by this Deed within the Village boundaries.

D. **Economic Value.** The fact that any use of the Property that is expressly prohibited by this Deed, or any other use determined by the Land Trust to be inconsistent with the Conservation Purposes of this Easement, may become greatly more economically valuable than permitted uses hereunder, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by the Landowner in granting this Easement. It is the intent of both Landowner and Land Trust that any such changes should not be assumed to be circumstances justifying the termination or extinguishment of this Easement. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment.

11. **Approvals.** Before doing anything that requires the Land Trust's consent or approval pursuant to this Deed, the Landowner shall seek such approval from the Land Trust in writing. Any consent or approval by the Land Trust permitted or required by this Deed for uses or acts that are conditional or not expressly reserved by the Landowner may be granted only if the Land Trust has determined in its reasonable discretion, that the proposed use or act conforms to the intent of this Deed, meets any applicable conditions stated herein, and is consistent with and not to the detriment of the Conservation

A. Generally. Any notices permitted or required by this Deed shall be in writing and shall be personally delivered or sent by certified U.S. mail, return receipt requested.

B. Current Addresses. As of the date of this Deed, the addresses for the Landowner and the Land Trust are as follows:

To the Landowner: Brad and Deborah Haslam
146 Kings Lane
Corrales NM, 87048

To the Land Trust: New Mexico Land Conservancy
P.O. Box 6759
Santa Fe, NM 87502

To the Village: Village of Corrales
4324 Corrales Rd.
Corrales, NM 87048

All parties shall be notified of any change of address.

C. Permanent Addresses. In addition to the foregoing, the address of the Property, as stated in the recitals, shall always be a valid address for notices to the Landowner, the address of the Land Trust's registered agent, and the address of the Village Offices on file with the State of New Mexico, shall always be a valid address for notices to the Land Trust.

13. Transfer of the Property. The Landowner reserves the right to transfer the Property in its entirety at any time. Anytime the Property itself, or any interest in it, is transferred by the Landowner to any third party, the Landowner shall notify the Land Trust and Village in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Deed.

14. Subsequent Mortgages. No provision of this Deed should be construed as impairing the ability of Landowner to use the Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is subordinate to this Deed.

15. Non-Merger. Unless the Parties expressly state in writing that they intend a merger of estates or interests to occur, then no merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement.
16. **Waiver.** No term of this Deed shall be deemed waived unless such waiver is in writing signed by the party making the waiver. No forbearance, delay, or failure to exercise any right, power, or remedy shall impair such right, power, or remedy, shall be construed as a waiver of such right, power, or remedy, or shall prevent the exercising of such right, power, or remedy in the future.

17. **Incorporation.** The recitals set forth at the beginning of this Deed, and any exhibits referenced herein and attached hereto, are incorporated herein by this reference.

18. **Interpretation.** This Deed was negotiated and entered into in the State of New Mexico and shall be governed by the laws of the State of New Mexico. This Deed shall not be interpreted for or against any party on the basis of authorship, but rather shall be interpreted so as to give maximum protection to the Purpose of this Deed. The captions and section headings of this Deed are not intended or represented to be descriptive of all the terms thereunder, and such captions and section headings shall not be deemed to limit, define, or enlarge the terms of this Deed. The use of the words "include" and "including" shall be construed as if the phrases "without limitation" or "but not [be] limited to" were annexed thereafter.

19. **No Third-Party Beneficiaries.** This Deed is entered into by and between the Landowner the Land Trust, and the Village, and is intended solely for the parties and their respective successors and assigns, and does not create rights or responsibilities in any third parties.

20. **Counterparts.** The parties may execute this Deed in two or more counterparts which shall, in the aggregate, be signed by all parties; each counterpart shall be deemed an original instrument as against any party who has signed it; all counterparts, when taken together, shall constitute a single agreement.

21. **Severability.** If any provision of this Deed or the application thereof to any person or circumstance is found to be illegal, invalid, or unenforceable, the remainder of the provisions of this Deed shall not be affected thereby.

22. **Integration.** This Deed sets forth the entire agreement of the parties with respect to the easement and supersedes all prior discussions, negotiations, understandings, documents, or agreements relating to this Deed or the Easement.

23. **Recording.** The Land Trust shall record this Deed in a timely fashion in the official records of Sandoval County, New Mexico, and Land Trust may re-record it at any time to preserve the Land Trust’s rights in this Easement.

24. **Acceptance.** Pursuant to the Resolution of the Board of Directors of the Land Trust adopted on _______________, 2020, attached hereto as Exhibit 4, and the Resolution of the Village of Corrales, ____, adopted on __________ the Land Trust and Village have accepted the Easement conveyed by this Deed and the rights and responsibilities described in this Deed.
To Have and To Hold, this Deed of Conservation Easement unto the Land Trust, its successors and assigns, forever.

In Witness Whereof, the Landowner, the Land Trust, and the Village intending to legally bind themselves, have set their hands on the date first written above.
SIGNATURES AND ACKNOWLEDGMENTS

"Landowner"

____________________________
Brad Haslam

County of Sandoval )
) ss
State of New Mexico )

The foregoing instrument was acknowledged before me this ____ day of ____________, 2020, by Brad Haslam.

____________________________
Notary Public (SEAL)

My commission expires: ______________________
"Landowner"

______________________________
Deborah Haslam

County of Sandoval )
) ss
State of New Mexico )

The foregoing instrument was acknowledged before me this ___ day of __________, 2020, by Deborah Haslam.

______________________________
Notary Public (SEAL)

My commission expires: ______________________
“Land Trust”

New Mexico Land Conservancy,  
a New Mexico nonprofit corporation

______________________________  
J. Scott Wilber  
Executive Director

County of Santa Fe  )  
) ss  
State of New Mexico  )

The foregoing instrument was acknowledged before me this _____ day of ____________, 2020, by J. Scott Wilber, Executive Director of the New Mexico Land Conservancy.

______________________________  
Notary Public (SEAL)

My commission expires: ________________________
“Village of Corrales"

________________________________________
Jo Anne Roake
Mayor

County of Sandoval )
) ss
State of New Mexico )

The foregoing instrument was acknowledged before me this _____ day of ____________, 2020, by Jo Anne Roake, Mayor of the Village of Corrales, on behalf of the said Village of Corrales and with the specific authorization of the Village Council, the governing body of the Village of Corrales.

________________________________________
Notary Public (SEAL)

My commission expires: __________________________
Exhibit 1 to Deed of Conservation Easement

LEGAL DESCRIPTION

[To be added.]
RESOLUTION BY THE BOARD OF DIRECTORS OF THE NEW MEXICO LAND CONSERVANCY REGARDING THE HASLAM FARM CONSERVATION EASEMENT

The following Resolution was passed by the Board of Directors of the New Mexico Land Conservancy on ____________________, 2020, as recorded in the Minutes of the Board Meeting:

"RESOLVED by the Board of Directors of the New Mexico Land Conservancy that a Deed of Conservation Easement from Brad and Deborah Haslam to the New Mexico Land Conservancy, conserving certain conservation natural habitat, agricultural, scenic open space, educational, and recreational values on twelve and eighty-one hundredths (12.81) acres of land, be accepted by the New Mexico Land Conservancy, and that the New Mexico Land Conservancy accepts all of the rights and responsibilities described in said Deed, and that the Executive Director of the New Mexico Land Conservancy is hereby authorized by the Board of Directors to act on its behalf to finalize and execute said Deed on behalf of the New Mexico Land Conservancy."

By: _______________________________ Date: ________________

Judith Novotny Suiter
Secretary, Board of Directors