

# STRUGAR CONSERVATION SERVICES

1881 9th Street, Suite 120  
Boulder, Colorado 80302  
(877) 752-9283 (toll free phone)  
(303) 544-1044 (direct)  
(303) 544-1043 (fax)

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## Seller Registration to Transfer Tax Credits Through Strugar Conservation Services

(Closings by December 31, 2010)

*Please note that if you are registering to transfer credits for a 2010 donation that has not yet occurred, include the anticipated closing date, provide all currently available information, and enter "not available" where applicable.*

### **Seller Information**

Name(s): \_\_\_\_\_  
\_\_\_\_\_

*(Please be sure to include names of all donors of the conservation easement interest.)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Social security numbers of donor  
(or federal identification # if donor is an entity):  
\_\_\_\_\_

### **Conservation Easement Information**

Date easement donation closed/executed: \_\_\_\_\_

Anticipated closing date if NOT yet closed: \_\_\_\_\_

Date easement recorded: \_\_\_\_\_

Effective date of appraisal: \_\_\_\_\_

Appraised value of the donated portion of the easement: \_\_\_\_\_

Name of appraiser: \_\_\_\_\_

Appraiser phone number: \_\_\_\_\_

**Holder of the Easement**

Recipient/holder of conservation easement: \_\_\_\_\_

Contact person: \_\_\_\_\_

Phone: \_\_\_\_\_

**Tax Credit Information**

Total credit claimed through donation: \_\_\_\_\_

Dollar amount of tax credit you wish to transfer for 2009: \_\_\_\_\_

**Documentation needed**

*Please forward the following information along with your registration. If you do not yet have all documentation, please forward what is currently available. For items not yet available, please note when you anticipate their availability.*

\_\_\_\_\_ **Copy of the recorded conservation easement.** This means a copy which has the recording information attached to it. If you have not yet received such a copy, you may contact the title company that closed the transaction, your attorney (if applicable) or the land trust holding the easement for assistance in obtaining such a copy.

\_\_\_\_\_ **Full copy of the qualified appraisal (and any related updates) for the donated conservation easement.** A black and white copy is sufficient.

\_\_\_\_\_ **Copy of form 8283** demonstrating the value of the donation. Please be sure that the form has been signed by both the appraiser and the holder of the conservation easement.

\_\_\_\_\_ **Copy of a *current* Title Commitment OR *current* Title Insurance Policy.** The Title Commitment or Title Insurance Policy must be effective within 60 days of the recordation date of the easement.

\_\_\_\_\_ **Copy of a “mineral remoteness” letter.** This is required *only* if the the donor does not own the mineral rights to the property.

\_\_\_\_\_ **Copy of Subordination Agreement(s).** This is required only if the property is subject to a mortgage, deed of trust or similar lien.

\_\_\_\_\_ **Copy of the baseline report.** Please be sure the document has been signed by the donor and the donee organization.

\_\_\_\_\_ **Copy of your Virginia form LPC-1 and reply letter.** This only applies if you have already sent in your form LPC-1 requesting a tracking number, and if the Department of Taxation has sent you a reply letter.

**BY EXECUTING THIS REGISTRATION FORM I AM AGREEING TO THE FOLLOWING:**

1. The principal purpose of this Registration is to allow Strugar Conservation Services (“SCS”) to begin the processes involved in facilitating the sale of some or all of my Virginia Conservation Easement Tax Credit (“Credit(s)”), and to place my Credits in the queue for potential sale during the 2010 calendar year. I specifically acknowledge that any review or approval of my documents by SCS (either before or after the donation of my easement) does not in any way guarantee that I will ultimately receive any specific tax benefits from my easement donation, nor does it assure that Credit buyers will accept my Credits as marketable. After completing its review of the documents and materials I provide to SCS, SCS will inform me whether my Credits meet SCS’s program standards, and if not, whether and how any problems can be remedied. If my Credits do meet program standards, SCS will later inform me when and if SCS is ready to begin the process of matching my Credits with specific buyers, and will inform me of the proposed price I will receive. At that time I will be required to commit as to whether or not to proceed to sell all or part of my Credits.
2. If I proceed with the sale of my Credit, I acknowledge that I will be required to sign an agreement and other documents with the Buyer whereby I will guarantee that the Credit is valid, and indemnify the Buyer if the Credit is not valid. I recognize that SCS may choose to not match my Credit with a Buyer because SCS believes, in its sole discretion that my conservation easement donation may not qualify for Credits.
3. I give permission to copy all of the documents supplied with this Registration, and to distribute them to any parties involved with this transaction. Additionally, I hereby give permission to the appraiser of the above referenced appraisal to supply the entire appraisal to any parties involved with this transaction, and I give permission to the recipient of the conservation easement to supply all background information related to the conservation easement to any parties involved with this transaction.
4. I acknowledge that SCS will attempt to match my Credits with a Buyer, and that the earliest registrants in SCS will generally be given priority in matching. I further acknowledge, however, that SCS may match Buyers and Sellers based on other priorities, such as a match of the size of the Credits, or a match pre-identified by a Buyer or Seller when they came to SCS. Finally, I acknowledge that it may not be possible to match my Credits with a Buyer this year, in which case I will simply retain the un-transferred Credits.
5. I acknowledge that Strugar Conservation Services, LLC, and that it and its officers, agents and representatives are operating SCS solely to further their own goals (including the desire to promote land conservation), and are not acting as my agent, fiduciary or representative. I further acknowledge that I have been advised to seek my own tax, legal and other professional advice for matters related to this transaction, and that I am not relying on any representations or statements by SCS or its representatives, except as may be made in writing.

**Signed:**

\_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ **Date** \_\_\_\_\_

**Print Name(s)**

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