

DONOR STATEMENT OF UNDERSTANDING

The undersigned donors seek to donate a Conservation Easement to The L'Enfant Trust in order to protect and preserve the undersigned's property located at:

\_\_\_\_\_, Washington, D.C. 2\_\_\_\_\_

The undersigned donors acknowledge and understand:

1. That The L'Enfant Trust will accept or decline to accept the proffer of an easement donation based solely on whether it fulfills the Trust's goals and purposes of preservation and protection, *whether or not the donors are able to receive any tax deduction, governmental subsidy or other consideration* as a result of the donation.

2. That a donation to the Trust, when accepted by the Trust, is a completed and irreversible transaction which is not contingent upon any tax consequence which may or may not result from the donation; and that the easement donor assumes in its entirety all risk associated with any such tax consequence.

3. That The L'Enfant Trust does not provide tax or legal advice of any sort to any donor, and that its sole obligation to donors with respect to the tax consequences of a donation is its certification in the easement deed, that it is a "qualified organization" as defined in Section 170(h)(3) of the Internal Revenue Code and has both the resources to manage and enforce the restrictions of the Easement and a commitment to do so.

4. The donor/donor's advisor has reviewed and understands current revisions and requirements in the Internal Revenue Code of 1986, as amended, Section 170(h) pertaining to Qualified Conservation Contribution

5. The donor is solely responsible for selecting an appraiser that meets the revised Federal qualification standards for appraisals and appraisers.

Prospective Donor Signature(s):

Date:

\_\_\_\_\_

\_\_\_\_\_, 200\_\_

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\_\_\_\_\_, 200\_\_