



LIFE+ NAT/ES/711 TAXUS

Improvement of Taxus baccata conservation status in Catalonia
Life TAXUS

**Action A.3. Land stewardship agreements with
landowners of some areas with yew forests**
Glossary

August 2017

Presentation

The glossary here presented gathers the main concepts and descriptions of the land stewardship agreements developed by the Life TAXUS (www.taxus.cat). These agreements have involved private landowners with yew forests in their lands and Land Stewardship Organisations (LSO from now onwards) which are beneficiaries or collaborators of the Life project. The land stewardship network of Catalonia (*Xarxa de Custòdia del Territori*, www.custodiaterritori.org) has given advice during the design of the agreements and the revision of this glossary, as a member of the advisory council of the project, and as beneficiary member and collaborator of the project.

Land stewardship agreements

Land stewardship agreements are civil contracts between a LSO (a public or private not-for-profit organisation) and the landowners. Land stewardship agreements involve rights and duties with the final aim of preserving the natural resources of the involved lands.

Their content and duration are flexible and they adapt to the specific aims of each project. There could even be an economic compensation to the owner as a payment or a fee.

We distinguish diverse modes of agreements: management support, management transmission and property transfer. The first two were included in the agreements with landowners of the Life TAXUS, apart from simple authorizations to conduct complementary actions out of the yew forests. The agreements apply to the patches of rural land identified as yew forests, excluding the rest of the land. The Life TAXUS project negotiated the purchase of a small yew forest in *Serra de Llaberia*, but the owner finally preferred to collaborate under a different agreement mode.

Below is a description of the agreements modes, from a higher to a lower implication of the owner (Figure 1).

Figure 1. Options and land stewardship instruments.



Source: project LANDLIFE (LIFE 10 INF/ES/540).

Authorizations

Legal effect

The landowner authorizes in writing the LSO to conduct specific conservation works. These are not land stewardship agreement per se, since the commitment only reaches the authorized works for a short time period, without any further commitment from the landowner. The land stewardship organization limits to the proper execution of agreed actions.

Authorizations in the Life TAXUS consisted in actions to prevent fires in areas close to the yew forests.

Duration

Only specific actions are authorized, in that case along the period entitled in the Life project, and the authorization ends once the works have been certified.

Consequences in the event of a propriety change

Authorizations are not affected by propriety changes.

Guarantees of conservation of yew forests

Only the agreed actions are guaranteed, without any other commitment by both parties.

Management support agreements

Legal effect

The landowner keeps the management of the land under the agreement, or part of it, but he or she commits to perform actions to preserve landscape and natural values in the medium-term.

The agreement usually specifies a set of actions to be developed in the property, sometimes embodied in a management plan document. The LSO will ensure that the agreed actions are implemented, and will assist the landowner with any nature management issue that may show up. The landowner can authorize the stewardship organization or third parties the execution of the management plan.

Duration

A minimum of 10 renewable years is recommended.

Consequences in the event of a propriety change

It does not imply a commitment by the new owners, who can or cannot subscribe the agreement.

Guarantees of conservation of yew forests

The agreement specifies the commitments of each party (landowner and LSO). The main commitments agreed in the agreements of the Life TAXUS can be find in Table 1.

Table 1. Commitments of the subscribing parties of land stewardship agreements for the conservation of yew forests and the promotion of a sustainable forest management.

Commitments of the landowner	Commitments of the stewardship organisation
Authorize the subscribing organisation to perform conservation actions of the Life TAXUS.	Perform conservation actions of the Life TAXUS.
Allow the technical staff to access the land to check the proper implementation of the project and to perform subsequent monitoring.	Develop a management plan document comprising the length of the agreement.
No delimiting the property with fences nor dividing or segregating it.	Do an annual monitoring visit with the landowner.
Allow the dissemination of the existence of the agreement to media.	Perform a periodic report of the evolution of the land, including a balance of expenses and investments executed.
Perform, as far as possible, the actions defined in the management plan document, which comprises the length of the agreement.	Disseminate the natural values of the yew forests and those of the actions performed there, in agreement with the landowner.

Management transfer agreements

Legal effect

The landowner keeps the property rights, but the property's management is, totally or partially, transmitted to the LSO. The LSO assume commitments to guarantee the preservation of natural and landscape values.

There are different options for transferring the total management of the property to the LSO, like leasing, cession or constitution of a 'real right'. For a higher legal certainty, it is recommended to register the agreement in the property register.

Before subscribing this type of agreements, the stewardship organisation should carefully evaluate the challenge of managing a property before accepting, as this may be time and resource consuming.

Duration

25 renewable years are recommended.

Consequences in the event of a propriety change

If a 'real right' is constituted, the agreement is not redeemable only if it is registered at the Land Registry. That means management does not go back to the owner even in the event of property transfer, trading, legacy or donation.

Guarantees of conservation of yew forests

It offers more guarantees than management support agreements due to the higher responsibility assumed by the LSO. When the agreement involves higher legal certainty, as in the event of the constitution of a 'real right' registered at the Land Register, its property transfer is ensured.

When a payment or economic compensation to the landowner is defined, a higher commitment by the owner can be achieved. In the event of conflict, a third party or organisation would act as a mediator, according to the Spanish law 15/2009, 22nd July,

of mediation in the private law environment, with the aim of reaching a general agreement, which can include a putative return of the amounts plus interest rates or the payment of investments performed.

As in the event of management support agreements, the stewardship organisation and the property usually agree on the actions to be implemented (Table 1), but in this case the organisation is responsible of executing them while the agreement is current.

Constitution of a 'real right'

This type of agreement is attached to the land's deed, therefore following the land title in the event of new ownership, similar to an easement or covenant. It has effects in front of third parties (real transcendancy), for which a notarized public deed and inscription in the property register as a "in rem rights of partial use", introduced in 2006 to the Catalan Civil Code, in articles 563-1 to 4, are needed.

A 'real right' a) keeps its effects for third parties (real transcendancy), persists even after a change of ownership, ensuring the nature conservation actions after the end of the project; b) it can be registered in the property register, increasing the legal certainty of the agreement; c) it can include, among its clauses, that the right could be transferred to another natural conservation organisation if the original organisation could not manage the land according to the agreements reached.

Property transfer

Legal effect

The landowner transfers his or her land (or a part of it) to the LSO. Once the organisation acquires the property, it can implement the most appropriate conservation strategy of nature conservation, without the need to negotiate with the previous landowner.

The most common legal options used are sale, legacy, donation and exchange. The property transfer can be very useful for abandoned lands with priority habitats.

Duration

In perpetuity, except if there is a subsequent property transfer

Consequences in the event of a propriety change

If the LSO had to sell, legate or donate the land, it should be done according to its legally constituted articles of association. These can specify that the nature conservation principles must prevail in the event of a new property transfer.

Guarantees of conservation of yew forests

Guarantees are the highest, since the LSO is the landowner, as soon as it performs a responsible management.

Leasing

The Life TAXUS planned to lease up to 15 ha of yew forest in the ZEC Tivissa-Vandellós-Llaberia, with the aim of ensuring the continuity of the conservation actions initiated with the LIFE project. The validity period of the leasing begins immediately after its signature and lasts for 25 years.

Leasing has been linked to stewardship agreements due to:

1. Simplification of the documentation in a single document, to facilitate the management of the project.
2. Given that the area of the yew forest (space to protect) is only a part of the land (legal unit), we expected difficulties in fitting the legal form of the leasing, since it comprises the management of the whole land, but not the management of a part of it (patches occupied by yew forests). The leasing of rural lands is regulated by the Catalan law 1/2008, 20th February, of crops contract.

Management transfer agreements are better suited to the aims of the project than leasing. This mode perfectly fits the specifications of the actions of the block B of the LIFE+ Nature of sale/leasing of land and/or economic compensations for the use of rights. This legal form is considered applicable as a mode of 'lands leasing' according to the Common Provisions for LIFE+ projects.