

A Guide to Stewardship, Monitoring and Costs in Holding Natural Heritage Lands and Conservation Agreements



A manual developed to assist Land Trusts that own natural heritage properties and hold conservation agreements in understanding "Best Practices"

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Preface

Our natural heritage is vital to our well being and essential in understanding and defining our communities. Land Trusts (“Trust(s)”) have a mandate to protect those special places and maintain their natural values for present and future generations. Land securement for conservation is undertaken by Land Trusts in many ways. Ownership of sites and holding conservation agreements over ecologically sensitive areas are two methods to ensure long term protection. Regardless of the method, the effectiveness of long term protection is dependant on the ability of the Land Trust to steward these sites. In some cases this is undertaken by Land Trust staff and in other cases in partnership with local stewards through stewardship agreements.

The Canadian Land Trust Alliance *Standards and Practices* (2005) recognizes the need for all Land Trusts to have a program of responsible stewardship for the conservation agreements that they hold (Standard 6G and 11) and the land they own (Standard 12).

Standard 11 C: Conservation Agreement Monitoring

The land trust monitors its conservation agreement properties regularly, at least annually, except in exceptional and remote circumstance, in a manner appropriate to the size, restrictions, and threats to the conservation values of each property. The land trust keeps written documentation (such as reports, updated photographs and maps) of each monitoring activity to confirm that the present use of the property is consistent with that at the time of the donation or acquisition. Monitoring of Ecological Gifts will include confirmation that the present use of the property is consistent with that at the time of the donation and monitoring documentation relating to Ecological Gifts will be made available to Environment Canada on request. The land trust will determine the capabilities (both human and financial) of its organization to fulfill the short and long term monitoring responsibilities and will not accept conservation agreements it cannot monitor effectively. If the conservation agreements are monitored by volunteers, the land trust shall ensure that they are trained, tailoring the monitoring techniques and requirements to the specific property. p.20

Standard 11 D Landowner Relationships

The land trust maintains regular contact with owners of properties with conservation agreements.....p.20

Standard 12 C: Monitoring Land Trust Properties

The land trust regularly monitors its properties and property boundaries for potential management problems such as trespass, misuse or overuse, vandalism or safety hazards or other activities listed in the management plan and takes actions to rectify such problems... p.23

The *Standards and Practices* (2005) also require Land Trusts to ensure that they have a secure and lasting source of funds to cover its stewardship costs over the long term (**Standard 11A & 12 A**) and funds for enforcing conservation agreements (**Standard 6G**)

This Guide discusses protocols and practices that are used by the Land Trust community and identified (Paris & Albanese 2005) as “sound” and others as “emerging and enhanced best practices and performance measures (BPPM)” as they relate to stewardship and monitoring. This Guide is also designed to help understand BPPM and the costs associated with undertaking the responsibilities of land ownership and holding conservation agreements. Aspire to these protocols and as you work towards them, know that you are heading in the right direction. The terms “conservation agreement”, “conservation easement agreement” and “easement” are used interchangeably in this document as they are throughout North America.

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APPENDIX A: Natural Heritage Property Monitoring Report

APPENDIX B: Natural Heritage Conservation Agreement Monitoring Report

APPENDIX C: Property Time and Expense Tracking Forms

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1.0 Stewardship

Natural areas stewardship (CLTA *Standards and Practices*: Standard 11 & Standard 12) is the long-term care of land and water in order to sustain its natural heritage values. Properties owned by a Land Trust require stewardship and regular monitoring. As a Trustee of easement rights, the Land Trust has a fiduciary obligation to monitor the property or part of the property covered by the conservation agreement in order to ensure that the owner is in compliance with the conservation agreement covenants. It is important to remember that conservation agreements are almost always “forever” which means an *in perpetuity* stewardship obligation by the conservation organization. The responsibilities inherent in the concept of stewardship involve a number of key elements which, when working effectively together, ensure that the natural values of the site are maintained.

These key elements include:

(1) the **landowner** (who is sometimes referred to in the conservation agreement as the “Grantor” or “Easement Donor”) who assumes responsibility for long term care of the site as its legal owner. They have the ongoing obligations for property maintenance, payment of property taxes, indemnifying the easement holder against liabilities arising from the Landowner’s actions, and simply acting as a prudent owner.

(2) the **conservation organization** or **Land Trust** (sometimes referred to as the “Grantee” or “Easement Holder”) is the party responsible for ensuring compliance with the terms of the conservation agreement. As the conservation agreement holder, the Land Trust has clear right to access the land (easement rights) and conduct monitoring. The Land Trust also has the right to seek remedies when a Landowner breaches the terms of the covenants (restrictions) contained in the agreement. This may include the right to conduct restoration, the right to enforce restoration, right of injunctive relief, and compensation for damage.

(3) the **conservation agreement** is a written legal agreement outlining the reason for protecting the site and it contains a list of restrictions and the types of activities that can occur on the property. It is voluntarily entered into by the grantor landowner and a conservation organization and the agreement runs with the property title and is binding on the present and all future owners. The conservation agreement consists of three important parts:

- a description of the *purpose* of the agreement such as the natural values being protected,
- a list of *covenants* covering activities that may not be undertaken on the property, and
- an *easement* section that allows the conservation agreement holder or its agent to enter onto the property for purposes of monitoring compliance with the covenants and remedying breaches.

Conservation agreements offer Land Trusts the advantage of legally binding long-term protection of the property without the high front end costs of outright ownership.

Guidelines for the preparation of conservation agreements have been developed by the Ontario Land Trust Alliance (OLTA) in a publication entitled *Ontario Land Trust Alliance Annotated Sample Conservation Agreement* (2008).

(4) a site assessment, inventory and record of condition of the natural features of the property at the time the conservation agreement is registered becomes the **baseline documentation report (BDR)**. The BDR prepared in support of a conservation agreement serves as an essential source of baseline information for monitoring compliance and enforcing the covenants or restrictions. The BDR is the first monitoring report. It provides a common reference point from

which to identify natural and human-made changes on the site. BDRs enable the Land Trust to prove, in court if necessary that alleged violations did not pre-date the conservation agreement.

Guidelines for the preparation of a BDR are given in the 2006 Ontario Heritage Trust (OHT) and Ontario Land Trust Alliance (OLTA) publication entitled, *The Baseline Documentation Report (BDR)*.

(5) regular **monitoring** by a steward (the Land Trust or a contracted steward) to ensure that the goals identified in the conservation agreement are being achieved and there is full compliance with the covenants. **Monitoring protocols** generally involve **fieldwork** using accepted monitoring **methods, techniques and tools** which are described in this Guide. **Monitoring reports** must be prepared to *evidentiary standards* that enables the conservation organization to *enforce* the terms of the conservation agreement should there be non-compliance with its covenants. All changes to the property and the reasons for the change need to be documented. These changes are then filed as **updates to the BDR**.

Guidelines for monitoring are contained in Section 3.

(6) a **stewardship (management) plan**. Addressed in more detail in Section 4, Stewardship Plans may range from elaborate plans for properties owned by the Land Trust that document the site values, maintenance and restoration plans, to a simple one page outline that has been mutually agreed to by the landowner and easement holder that may elaborate the Land Trust's plans for monitoring the property over which it holds a conservation agreement.

(7) the **relationship** between the conservation organization and the donor/landowner and in particular, all subsequent property owners (who may be less committed to adhering to the conservation agreement covenants), is ultimately the key to long term conservation success. Maintaining a strong positive relationship with a landowner is far less costly than enforcing compliance. Best practices guidelines for maintaining a mutually respectful and satisfying relationship between the Land Trust and landowner are addressed in Section 2.

2.0 Guidelines for Maintaining Landowner – Land Trust Relationships

Developing a good working relationship with the property owner is fundamental to success in the use of conservation agreements as an effective preservation tool. Regular monitoring activities build a spirit of cooperation with the property owner, and most are appreciative of being included in the regional Ontario Stewardship Council network and being kept informed of programs and activities that may potentially impact their property.

Most conservation agreement violations are caused, not by the original grantor, but by subsequent owners who may resent the restrictions on the ability to use their land. A prudent lawyer will recommend that the Land Trust provide a certificate of compliance prior to closing a property transfer and a provision in the conservation agreement that the Land Trust be notified whenever the property changes hands also facilitates the transition. Meeting with the new owner, introducing the organization and its goals, reviewing the conservation agreement and discussing monitoring policy are important introductory steps in good landowner relations.

After an extensive review of landowner relations in their best practices survey, Katie Paris and Michelle Albanese outline in their report *Best Practices and Performance Measures (BPPM) for Conservation Easement Programs* (2005) a series of protocols for landowner contact. These are summarized in the Table below and should provide a basis for Land Trust activities that will lead to a strengthened conservation agreement program within the Land Trust.

Objective (CLTA Standard 11 D)

The Easement Holder creates and maintains a strong relationship with landowners of easement properties (Source: Paris, K.G. and Michelle K. M. Albanese. (2005) p. 34)

Sound Practices	Performance Measures	Emerging or Enhanced Practices	Performance Measures
<p>1. At the onset of easement negotiations with the landowner, the Easement Holder provides the landowner with a clear explanation of the conservation easement process and mutual expectations and obligations, including any potential request for contributions to a stewardship endowment. Any written materials provided by Easement Holder carefully avoid statements that could conflict with [the] provisions of [the] future easement document.</p>	<p>Easement Holder creates a written record of this process. For instance, a landowner’s signed letter of intent includes an acknowledgement of the process and notes the mutual obligations and expectations.</p>	<p>In addition, the Easement Holder provides the landowner a written summary of its conservation easement program, policies and practices to ensure that mutual expectations and obligations are understood.</p>	<p>Landowner receives written summary.</p>
<p>2. During negotiations, the Easement Holder continues open communications with the landowner and clearly explains the restrictions that are being proposed as well as how they will be monitored and enforced. Landowner obtains independent legal and tax advice during these negotiations.</p>	<p>Easement Holder logs contacts with landowner, keeps notes on file, and asks in writing if the landowner has any questions specifically in regard to the restrictions, monitoring and enforcement.</p>	<p>Same as Sound Practice.</p>	<p>Same as Sound Practice.</p>
<p>3. The Easement Holder maintains regular contact with the landowner over time.</p>	<p>After closing, landowner is contacted at minimum once/year, during monitoring.</p>	<p>The Easement Holder continues to build a positive relationship through the annual monitoring process and other organizational communications, such as a regular newsletter and a point person designated by the Easement Holder to respond to inquiries.</p>	<p>After closing, landowner continues to receive supplemental information from Easement Holder.</p>
<p>4. This process is adapted to relationship building with succeeding landowners: the Easement Holder provides the new landowner with a copy of the conservation agreement, and Baseline Documentation Report if requested, and invites him/her to discuss the contents of those documents and any previous monitoring reports.</p>	<p>Additional landowners are contacted and the process is repeated.</p>	<p>In addition, a system is in place to track land sales and identify succeeding landowners. Such a system might include notice of transfers from landowners if provisions are included for such notice within the easement, or a periodic title search to identify transfers from landowners who do not notify easement holders or due to death of the owner.</p>	<p>Easement Holder possesses records of land sales and contacts new landowners within two months of such sales</p>

3.0 Monitoring

Stewardship of properties owned by the Land Trust implies regular monitoring. Tracking the health of species; tracking changes over time; ensuring unauthorized uses or encroachments are not damaging natural values and a due diligence review for public safety concerns are all reasons for regular monitoring. In addition, as a Land Trustee of easement rights, the Land Trust has a fiduciary obligation to monitor its properties covered by a conservation easement agreement in order to ensure that the owner is in compliance with the conservation agreement. Even if negotiations with the current landowner are amicable, remember that the conservation agreement is in place in perpetuity. Problems with violations and non-compliance most often occur once the property has been sold or passed on to other family members by the owner that negotiated the agreement.

In their review of operational practices throughout North America, Paris and Albanese (2005) evaluated monitoring tools and practices and provided in their report a list of monitoring best practices for a conservation agreement:

Objective (CLTA Standard 11 C) The Easement Holder monitors compliance with easement terms regularly and effectively. (Source: Paris & Albanese, 2005 p.40 – 41)			
Sound Practices	Performance Measures	Emerging or Enhanced Practices	Performance Measures
1. The Easement Holder has created or adapted a standard monitoring form*. Easement Holder fully documents each monitoring activity through the use of the standard form, using observations, photographs, and maps, and other necessary means. Standard forms should include, at minimum, basic site and contact information including date(s) of visit; report on landowner meeting; observations of current land uses, changes to the land, and management problems; and risk assessments and recommendations for any necessary further actions.	Monitoring reports are completed within one month of site visits; a copy should be provided to the landowner and a copy kept on file with the easement holder.	Standard monitoring form has been adapted to the particular provisions of each easement. Tailored forms typically include maps of the easement, a list of the restrictions and reserved rights in the easement, specific conservation target species and ecological communities, and lists of species observed on property, along with the items in the standard form.	Monitoring form is created for each easement preferably before registration or immediately after registration with landowner's input. Easement Holder documents each monitoring activity using the form tailored to the particular easement.
2. The Easement Holder monitors the property on an annual basis at a minimum. Monitoring occurs in partnership with the Landowner and results are shared with the Landowner.	For each easement, at least one monitoring report is filed each year.	In addition, the Easement Holder has a written policy stating its commitment to and procedures for monitoring.	Monitoring policy objectives inform and are incorporated into the standard monitoring form.

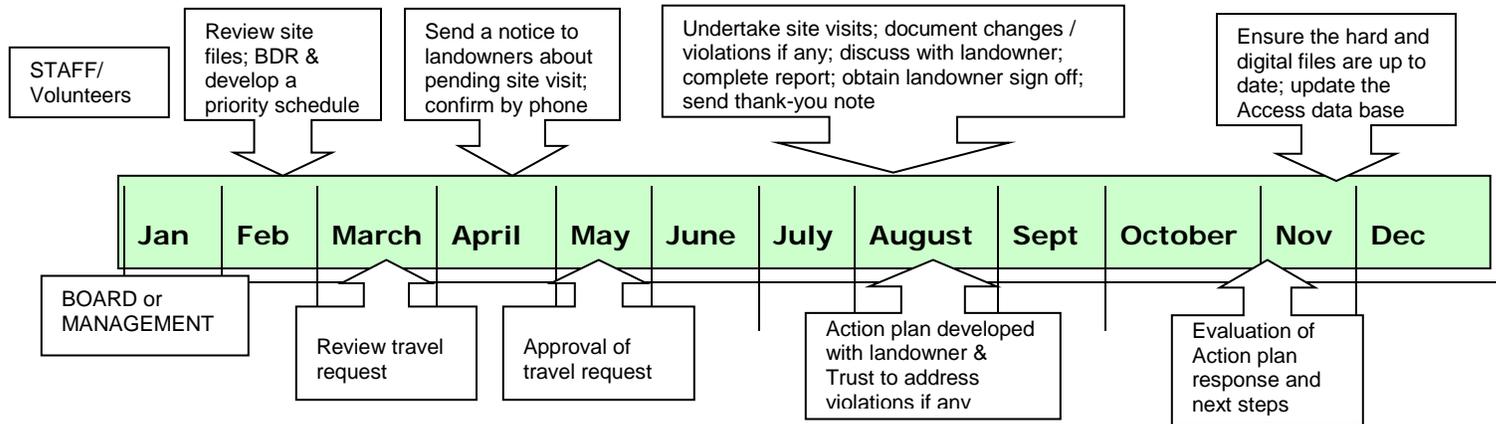
3. Monitoring reports refer to and follow up on important issues, information or data presented in the Baseline Documentation Report or in previous monitoring reports.	Monitoring reports are periodically reviewed or audited for consistency with other documentation.	Staff/volunteer monitors review and fully understand the easement, Baseline Documentation Report and previous monitoring reports, before undertaking annual monitoring.	Monitoring reports follow up on issues previously highlighted.
4. The Easement Holder monitors the Landowner's legal compliance with easement terms.	Legal compliance is monitored once per year at minimum.	The Easement Holder also occasionally monitors ecological measurements as appropriate to the conservation targets	Ecological measurements are taken as often as is appropriate to the conservation targets.
5. The Easement Holder's staff/volunteers are provided with training in monitoring.	Easement Holder tracks annual training expenditures to ensure adequacy of training.	Same as Sound Practice	
6. The Easement Holder has a written Amendments Policy, which states the criteria by which it will evaluate requests for amendments and guides its actions when a request for an amendment arises. It should include EcoGift Program requirements for approvals of amendments. See: http://www.on.ec.gc.ca/wildlife/ecogifts	An Amendment Policy is adopted, and contains a mandate that any amendment to an easement not weaken its terms.	Same as Sound Practice.	
7. The Easement Holder has a written easement Violations Policy which includes a process for resolving conflicts with Landowners, and guides decision-making and course of action, follow-up and resolution of violations, auditing and record-keeping. It should include any relevant requirements of the EcoGift Program.	In the event of a violation, the process is followed and documented.	Easement Holder tracks all known violations, even if it does not choose to take legal action to stop the violation from occurring.	The Easement Holder generates a written record by, for example, writing an estoppel certificate acknowledging breach, any remedy in place, spelling out why no further enforcement action is being taken, and clarifying that this does not allow any further or future breach to occur.

* APPENDIX A provides a template that may be adapted to the needs of any Land Trust

3.1 Monitoring Protocols

The Land Trust's monitoring protocols generally should include the following steps annually:

Monitoring Protocols – an example of an annual monitoring cycle



- ❑ Undertake a review of existing site documentation: the BDR, Stewardship Plan, monitoring reports, and any reports of approved activities that may have resulted in disturbances. The monitor needs to be fully aware of any issues or authorized disturbances that have occurred on site in the past.
- ❑ Contact the land owners in the spring reminding them that the Land Trust has an annual monitoring schedule for this property's conservation easement agreement and would like to monitor the site with the landowner in the near future (give general dates).
- ❑ Establish a schedule for site visits that minimizes travel costs and provides sufficient time to document changes and meet with the landowner. Obtain Board or management approval for the schedule and the estimated costs.
- ❑ Confirm with the landowners the date for each on-site visit.
- ❑ Know the best route and travel time. Punctuality is important if the monitor is meeting the owner.
- ❑ Undertake your monitoring, hopefully with the land owner, in a systematic way that allows for a review of the Photo Points established in the BDR and enables updated photo documentation if required (see Section 3.2 – 3.5).
- ❑ Prepare a site visit and monitoring report (see: generic templates APPENDIX A & B) that is digital and tailored for each property. When completed it is signed by the monitor and the landowner. The Land Trust is responsible for acquiring landowner approval and sign off of the monitoring report. If possible have the landowner sign and date the copy at the time of the visit. If the landowner is not present, two signed and dated completed forms with a stamped return envelop should be sent to the landowner with a post visit thank you note and a request that one form be signed and returned. If mailed out for signing, indicate that if the Land Trust does not receive a signed copy within 60 days, the Land Trust will treat the monitoring report as approved by the landowner.

- ❑ Monitoring by a conservation partner. In cases where there is a monitoring arrangement/agreement with another organisation (i.e. a third party, not the owner) or individual, the monitor should complete the monitoring form, sign it, request that the landowner sign as well, and forward it to the Land Trust for review. A copy is filed with the Land Trust and another copy is provided to the landowner.
- ❑ If the monitor concludes that the landowner has carried out activities that are not consistent with the terms of the conservation agreement, these must be carefully documented (see Section 3.6). In these cases, three (3) copies of the monitoring report are produced. One copy must be archival (see: *BDR* (2006) section 10 p.26) and becomes an update of the archival BDR, the other copy goes to the hard file, one copy is for the landowner, and a PDF goes in the digital file. Appropriate action in the case of perceived compliance issues needs to be developed by the Land Trust management or Board.
- ❑ Site visits are logged in the organization's data base, organized by property.
- ❑ Paper files need to be maintained and each property should have a *Monitoring* file. Each monitoring report should be made into a PDF as well and filed in the appropriate digital property file.

3.2 Field Work

Going into the field is expensive so be prepared. Prior to setting out ensure that someone in the office and at home know which properties you plan to visit and in what sequence just in case you don't return when planned. Secondly, ensure that you have enough time. A twenty acre property should be allocated a minimum of an hour to document, and this could be much longer depending on the complexity of the site.

Suggested field equipment and how to undertake the fieldwork is provided below.

3.2.1 What to Take:

For properties that involve wilderness areas, are remote with more than a mile between residences, the "Ten Essentials" should be taken out in the field in a backpack.

The Ten Essentials - An Annotated List of Necessary Field Safety Equipment

The "Ten Essentials" are items which all hikers should have handy. Whenever a monitor undertakes a field site visit, even for a day trip, bring the Ten Essentials, essential in case you are delayed by emergencies, foul weather, or just get lost. The suggestions below are a good starting point, but you should add to the list depending on where you are going and what you will be doing. Additional items that may be useful are included at the end of the list.

- ❑ 1: Water. Carry your water in durable bottles that have secure screw on lids, not the bike water bottle type with the pop-up tops. These types of bottles leak and your water will be gone and your clothes will be wet. Take what you think you will need, and then add another bottle. Remember to sip while hiking.
- ❑ 2: Map. Usually the best type of map to carry is a topographic map with contours, but an air photo and laminated copies of the BDR Photo Point maps are also essential.
- ❑ 3: Compass. A quality compass is essential. Even if you carry a GPS device, you still need a compass as a back-up.

- ❑ 4: First aid kit. Take basic first aid supplies such as sterile gauze and pads, band aids, moleskin, safety pins, Ibuprophen, rehydration crystals (e.g. Naturalyte, Gastrolyte). Pre-packaged first aid kits designed just for hikers are a useful item to have.
- ❑ 5: Knife. A Swiss-army-type knife with multiple blades and tools or a Leatherman-type with needle nose pliers.
- ❑ 6: Light. A flashlight is adequate, but a lightweight halogen headlamp is preferred so it doesn't have to be held when performing tasks that require two hands.
- ❑ 7: Fire. Strike-anywhere matches and a block of fire starter.
- ❑ 8: Extra food. Having extra food is critical in emergency situations. It helps ward off hypothermia in cold, wet weather, and it keeps a person thinking clearly in a crisis.
- ❑ 9: Extra clothes. Even if it's a sunny day and a short day hike is planned, carry at least a rain jacket. When deciding what to take, stay away from cotton which retains moisture and loses its ability to insulate. Wool, polyester, and synthetics are vastly superior. An extra pair of heavy weight socks is also a necessity. A wipe towel is useful...
- ❑ 10: Sun protection. Include sunglasses, sunblock, chapstick and a wide-brimmed hat.

And more suggestions!

- ❑ Gaiters provide excellent ankle and leg protection in mud, heavy brush.
- ❑ Insect repellent should be included such as a catnip based bug juice or ultra-lightweight baggy bug-netting jacket and pants. DEET based products should never be used on your skin.
- ❑ Signalling devices such as a whistle (Fox 40 or Rescue Howler™) and cell phone for emergencies should be part of your kit.

3.2.2 Necessary Property Monitoring Equipment includes

- ❑ a clipboard or pocket sized note book
- ❑ a GPS unit,
- ❑ a camera (high-resolution digital and a 35mm SLR (see Section 3.5),
- ❑ a measuring tape and flagging tape,
- ❑ a laminated copy of the BDR Photo Points maps,
- ❑ a copy of the Monitoring Form which contains the verbatim covenants if you are monitoring a conservation agreement
- ❑ aerial photos or a plat map (for navigation and plotting Photo Points),
- ❑ binoculars (for viewing distant features that may or may not need to be photographed).

Don't under estimate the value of carrying back-up equipment such as extra batteries, film, digital memory cards, even an extra camera and extra cash.

Forgotten equipment or forgotten back-up batteries can waste the day

3.2.3 Site Visit Strategy

Monitoring is undertaken to track the health of species, track changes over time, ensure unauthorized uses or encroachments are not damaging natural values and for due diligence with respect to public safety concerns. As a Trustee of conservation agreement rights, the monitor of properties covered by a conservation agreement uses easement rights to access a property to

ensure that the owner is in compliance with the covenants of the conservation agreement. To make the most of your time in the field, plot a strategy for the field work based on monitoring goals and the most efficient access points. For example:

(1) You may wish to focus on the two encroachments that most affect natural heritage values: human impacts and invasive species. Trails and access roads tend to be vectors for both. Properties covered by conservation agreements most often are affected by landowner encroachments about the edge of the building/development envelop.

(2) Properties subject to recreational use often exhibit wear and tear after a short period of time. Monitoring this level of use through regular photography at Photo Points time can provide a case for revisiting the site's Stewardship Plan and diverting and closing trails.

(3) The Photo Points established in the BDR will set a path to be followed throughout the property when monitoring conservation agreements but look beyond these markers as well.

(4) Anticipate recording changes by re-photographing using the protocols set out in the OHT & OLTA *Baseline Documentation Report*(2006). These would include changes in landscape characteristics (fallen trees, flooding) or anthropogenic changes such as dumped garbage, ATV tracks, shot-gun shells, etc.

3.3 Field Work – Monitoring Methods

Monitoring methods can vary and may include the methods listed below or a combination of several depending on the location of the site, its accessibility and the potential for encroachment. For monitoring conservation agreements, since landowner involvement is preferred, site visits with ground photo documentation is the best method to use.

3.3.1 Field site visits:

This is the preferred method of monitoring. What a field visit accomplishes that no other method can accomplish is personal landowner contact. It is hoped that this contact develops into a "relationship" (noted in Section 2) between the Land Trust and the landowner as this relationship is the key to the successful stewardship of conservation agreements in the long term. Routine monitoring reminds the landowner of the conservation agreement. It helps discover changes in land ownership or planned changes to the land before they occur which saves time and money in enforcement actions required in after the fact alterations that don't comply with the covenants of the agreement.

3.3.2 Aerial Observation/Remote Sensing:

Aerial observation and satellite imagery provides an opportunity to review properties without undertaking site visits. This is particularly useful for remote properties that are difficult to access. It may be difficult to see if ATVs, hunting and garbage are an issue but tree removal and unauthorised access by larger vehicles would be visible in most cases.

3.3.3 "Drive-by" or informal monitoring for properties that avail themselves to this technique are also useful.

3.4 Monitoring Techniques

Monitoring measures the success of a project in terms of its stated goals and objectives. Monitoring for compliance with the conservation agreement covenants is simply one aspect of the broader scope of field monitoring. Monitoring can be much more than simply a pleasant

walkabout that looks for garbage and ATV tracks. The obligation to monitor on a regular basis provides an unparalleled opportunity to collect ecological data particularly on properties owned by the Land Trust. Scientific monitoring goes beyond “best practices” and it isn’t often that Land Trusts have the resources to undertake in a scientific way, monitoring using survey and monitoring techniques developed for field biology as well as visual Photo Point monitoring. However, links with a local university and involvement in Environment Canada’s Ecological Monitoring and Assessment Network (EMAN) would be important to pursue. Training monitors in basic survey and scientific monitoring techniques may well reap benefits to the Land Trust in the future as the data gains importance to the scientific community or highlights to the Land Trust serious ecological changes such as the infiltration of non-native species. Approaching monitoring in a scientific way with qualified partners provides a societal benefit that may attract funding to the Land Trusts stewardship efforts.

The methodologies used to collect data should be prescribed peer reviewed “resource inventory standards”; methodologies that are science based, possibly using fixed plot sample methods and/or transects which select and measure environmental indicators and are used to report on environmental conditions. They need to be reproducible methodologies and may involve

- (a) fixed sample plots to be used to measure density changes and regeneration for threatened/ tracked species, or to locate and measure the spread of exotics and invasives;
- (b) Photo Points to be used to provide a picture of ecological change (such as plants regenerating after invasive species are removed);
- (c) standardized observations of bird number and species (such as 5 minute counts) or sampling of invertebrates (transects and pitfall traps).

Such methods are useful for determining and predicting anthropogenic impacts, for monitoring environmental change, and for monitoring the results of restoration projects. The data collected depends on what the report is being used for and if prepared for particular research and scientific objectives, it must be prepared for scrutiny, not by the law courts, but by the scientific community. Regardless of the monitoring methods adopted, they should be as simple as possible, standardized and repeatable.

3.5 Monitoring Tools

3.5.1 The Monitoring Form

See APPENDIX A & B – The Monitoring Form for a generic form that could be adapted to your Land Trust and its properties.

Together with the photo record, this form is the tool that the Land Trust uses for recording changes to the property over time. The use of this form should parallel the BDR and Photo Points established in the BDR should be used by the monitor as a reference for documenting any compliance issues. Actions that contravene the covenants in the BDR need to be documented (Section 3.6) and discussed with the Land Trust’s Board or senior management and the landowner.

3.5.2 Photo Point Monitoring

Photo Point monitoring for forest stands and range management was first developed by Dr. Fred Hall of the U.S. Forest Service (Hall 2001) in the 1970s and then modified by Aqua-Text Scientific Consulting Ltd. for monitoring riparian and urban areas. Their publications (listed below) are self-help handbooks that describe Photo Point monitoring techniques. All are available as PDFs from the internet. They provide a description of quick, effective methods for documenting change in vegetation and soil through repeat photography using SLR cameras. Monitoring through repeat photography is invaluable for documenting the gradual encroachment of invasives, erosion, impacts of domestic animal and wildlife grazing, widening of trails from overuse, off road vehicle impacts, stream erosion and other changes over time.

Hall, Frederick C. (2001). "Ground Based Photographic Monitoring". Portland, OR: U.S. Department of Agriculture, Forest Service. Pacific Northwest Research Station (PNW-GTR-503) 340 p.

Hall, Frederick C. (2002). *Photo Point Monitoring Handbook: Part A - Field Procedure and Photo Point Monitoring Handbook: Part B - Concepts and Analysis*. Portland, OR: U.S. Department of Agriculture, Forest Service. Pacific Northwest Research Station (PNW-GTR-526)

Lucey, W.P. and Carri Barraclough. (2001). *A User Guide to Photo Point Monitoring Techniques for Riparian Areas*. Kimberly, B.C.: Aqua-Text Scientific Consulting Ltd.

The development of photo monitoring procedures using digital technologies for all aspects of Photo Point Monitoring from taking photographs with a digital camera, to computer analysis of resources of interest within the photographs, to digital archiving of photographs and data can be found in:

Durand, R., Michelle Kehler, Lorne Nicklason. (2003). *Development of a Photo Point Monitoring System for Royal Roads University Utilizing Digital Technologies*. Victoria, B.C. Royal Roads University (available from the internet as a PDF)

3.5.3 Data Base and Monitoring Software

The establishment of an appropriate data base for monitoring sites becomes an imperative in storing and reviewing time based property data. Software designed to help land conservation organizations store and access project and stewardship data for protected properties was developed by the Land Trust Alliance (U.S.A.). *Erler's LandSteward* (ELS) is a browser-interfaced database program that allows land conservation organizations to manage the complex information needed to ensure effective stewardship and permanent protection of conserved land.

This software streamlines entry of new data, creates links to existing digital files - including text documents, graphic files and spreadsheets - and speeds access to information when needed. The program can be used for existing properties as well as new projects, and enables users to adopt consistent data acquisition, file naming and storage practices. Because access to data is quick and easy, staff and volunteers can use the system and view all records with little instruction.

Comap is a system being developed in Ontario to assist conservation groups in stewarding their properties. This site can be found on the internet at comap.ca.

3.6 Reports that Meet Evidentiary Standards – Documenting Violations

Documenting violations

Conservation easement agreement violations tend to fall into two types:

1. those that are clear violations that blatantly infringe the covenants, and
2. "interpretable" infringements that may or may not intentionally infringe a covenant.

Clear infringements, such tree cutting where a "no disturbance" covenant is in place need to be dealt with by the Land Trust following the steps outlined in the conservation agreement ("Article 7 – Default" in the *OLTA Annotated Sample Conservation Agreement*, October 2008) and the Land Trust's Policy Manual.

Documentation of the infraction must be undertaken in a way that is defensible in court. This requires that all photos be taken at established Photo Points, which are numbered and given a

GPS/azimuth reading. The photo needs to include a description, why it was taken, the date and time that it was taken. The photos are listed on a ground photo record sheet and mapped on a Photo Point map. The name of the photographer and his/her signature must be on each photo (see *The Baseline Documentation Report (2006)* Section 7.6.4).

It is preferable to use film for documenting violations. The issue with digital photographs over film in court is that they are easier to manipulate. If using digital, a chain of custody needs to be established for any photograph so that it can be proved that there was no alteration of the photo. If used in court and the photographer is not present to testify as to the veracity of the digital image in court, the Land Trust must be able to prove that the original image has not been added to, or changed...not an easy process.

The documentation of the violation must be recorded in a monitoring report with an archival copy filed as an *update* to the BDR. Negatives (or CD for digital photos) go into the sleeve in the "Master (Archival) Copy". A copy of the update to the BDR should be laminated for the monitoring file and this must include copies of the photos, the Photo Point map, the ground photo record sheet and the violation report. If remediation occurs, this must be documented as well and filed as updates to the BDR and in the property monitoring files.

3.7 The Monitoring Report

When the report is completed it should be reviewed by the Land Trust management, or the Land Trust's "Property Committee" or Board. Send a copy to the landowner for comment, review, and approval of contents. A face-to-face meeting may be a good idea as it will allow you to go over the report and explain the content. If easement violations are noted they need to be dealt with according to the Land Trust's protocols. Infractions need to be immediately brought to management attention. Copies must be filed appropriately in the hard property file, the digital property file and the digital property data base updated.

After monitoring have you...?

- completed, dated and signed the report and then sent it to the landowner for comment, review, and signing? A face-to-face meeting may be a good idea as it will allow you to go over the report and explain the content.
- documented covenant violations appropriately? If so, they need to be dealt with according to your Land Trust's protocols. Infractions need to be immediately brought to your Board or management attention.
- filed all copies appropriately as a hard laminated copy in the property "Monitoring Reports" file, updated the archival BDR with the archival Addendum if there is a violations report, and added a PDF of the monitoring report in the digital property file,
- updated the digital database?
- provided the landowner with a final signed copy with your follow up thank-you note?

4.0 The Stewardship Plan

A Stewardship Plan (the “Plan”) describes the purpose (goal) for owning a property or holding a conservation agreement, a set of objectives and recommended action plans that will help achieve that goal. Implementation requires listing in the Plan the actions to be undertaken to meet the objectives, their priority, a budget and the roles and responsibilities as well as timing. Tasks for operating and maintaining a site may include removing trash on a regular basis, mending fencing, controlling exotic/invasive species that interfere with naturally functioning ecosystems, as well as monitoring and maintaining desired habitats for listed species at risk. Monitoring recommendations in the Stewardship Plan should address such questions as: how often should the site be monitored; what skills will the monitor need; what features on the property are most sensitive to disturbance, and what appear to be threats to their long term survival. In many cases stewardship activities may consist simply of preventing human disturbance and monitoring to ensure that the land’s natural heritage values are maintained. Then a Stewardship Plan may not be necessary. When protection is the highest priority, the end result may be no “management” of the site. However, even the process of maximizing biodiversity is generally a goal that requires some stewardship measures, such as the control of invasive exotics and unauthorized human disturbance that may interfere with these processes.

There will be some circumstances where a conservation agreement is in place and the parties (landowner and conservation organization) may wish to append a Stewardship Plan to the conservation agreement if there are to be site alterations which both parties agree are appropriate. For example, the Baseline Documentation Report may have identified degraded areas that the landowner and conservation organization wish to enhance. Then a Stewardship Plan is important in defining these needs and the stewardship obligations that both parties accept as to who does what, when and how and who pays. These Stewardship Plans should be made binding to both parties.

The scope of any Plan should be determined by the degree of change proposed, complexity of proposals and level of public interest.

5.0 Costs – Acquisition, Stewardship, Monitoring, Defence ⇒ Endowment

There are a number of potential costs associated with acquiring and maintaining fee simple properties and conservation agreements. These costs are outlined below. While details relating to the costs of acquiring conservation agreements and fee simple properties go beyond the purview of this document, it may be useful to list the cost centres to provide a more realistic picture of Land Trust activity. All Land Trusts should to log their time and expenses by property as keeping track of all costs is an important aspect of land stewardship. Stewardship costs are unique to properties, and understanding the expenses required to acquire and steward specific properties can be used by the Land Trust as the basis for securing an appropriate level of dedicated funds. There are fixed costs of monitoring a conservation agreement, such as traveling to a property that exist irrespective of size of the parcel. There are other costs, such as the value of staff or volunteer time in walking the property that depend on the size of the parcel. Understanding the costs in the geographic area covered by your Land Trust for acquiring and stewarding land will depend on keeping records by property of all costs, whether paid for or donated. Templates for tracking expenses by property are provided in Appendix C. Note that a source is provided in “C” for understanding the importance of tracking the value of volunteers.

Property and conservation agreement costs that should be anticipated and provided for may include:

Estimated Pre- Acquisition Costs for Owned Properties & Conservation Agreements

Staff salary & benefits (volunteer time as a staff time + costs equivalent): actions prior to acquisition of a conservation agreement may include...

- Project planning, design and research
- Property evaluation – initial GIS review, landowner/site visit if necessary and the preliminary assessment of the heritage values of the site
- Report writing and follow up
- Records management (data base/file set up)
- Landowner relations (see Protocols Section 5 & 8)
- Report and presentation to Board
- Donation letter of intent and agreement

Travel costs(disbursements): Field visit costs (car, gas, meals)

Estimated Acquisition Costs for Owned Properties & Conservation Agreements

Staff salary & benefits: actions needed for the acquisition of a conservation agreement may include...

- Landowner relations (see Protocols Section 2.)
- Managing the survey (retaining/instructing surveyor, reviewing survey, paying invoice)
- Managing appraisal and appraisal review (retaining/instructing appraiser, reviewing appraisal, paying invoice)
- If donor wishes to apply to Ecological Gifts Program (EGP) for enhanced donor tax benefits, application on behalf of donor to EGP
- If EGP file, preliminary Baseline Documentation Report required as part of EGP application package;

Report writing (site visits, Board report, BDR) and follow up; records management

Survey:

Survey fees and disbursements (if current legal description is confirmed to be inadequate)

Appraisal:

All property transactions that will result in a charitable receipt being issued, or split receipt or a fee simple acquisition would need an appraisal done by an AACI accredited appraiser. Best practice would be to commission an independent review of the appraisal. The provision in Standard 9 J for “a short narrative from a qualified real estate professional” would seldom be acceptable. Most Land Trusts issue charitable receipts for value or spend public funds for property, so they need to do a “proper” appraisal and get used to seeing this cost (appraisal) as one of the costs of doing business, like legal fees to search title, etc. There just isn't a quick and dirty alternative. Real estate agents or the MPAC assessed value can never substitute for an appraisal if the transaction closes with a receipt or money passing between the Land Trust and owner. A short narrative may be useful if the Land Trust or owner want to get a “feel” at the outset, to see if they wish to proceed, but to close they need an AACI qualified appraiser report.

- Appraisal and appraisal review costs only for natural heritage (easement) agreements when a tax receipt is requested. Appraisals costs currently averaging \$3,000-\$4000 per report
- Appraisal reviews currently average \$650-\$800 per report

Estimated Acquisition Costs for Owned Properties & Conservation Agreements

Baseline Documentation Report (BDR) (necessary for conservation agreements)to be completed on registration of the conservation agreement

- Field visit costs (travel: car, gas, meals + staff time) \$500-\$1000
- Office costs (staff time) \$4000
- Materials (archival costs) \$1000

Environmental Assessment:

- Current industry practices do not necessitate a Phase 1 EA being undertaken for a conservation agreement acquisition; a Phase 1 EA is *best practices* for a fee simple acquisition

Consultant costs: fees charged by professionals if applicable (i.e. biologist for field inventory; Environmental Assessment)

Community relations: if applicable

Legal transactional costs:

- includes title searches, registration costs – costs of title search will vary depending on whether the local registry office has electronic registration/searching
- legal fees

Estimated Total Annual Monitoring and Stewardship Expenses - Fee Simple & CAs

Staff salary & benefits/consultant/volunteer(estimate value) in monitoring a conservation easement agreement for field and office work based on # trips required annually:

- Site monitoring (varies by distance and size/complexity of site and resources)
- Reports and follow up
- Records management
- Landowner relations

Travel costs(disbursements):

- car rental + gas or mileage
- meals
- accommodation

Signs (if installed):

- donor recognition signs
- periodic replacement

Supplies & Equipment:

- office: computer supplies, air photos
- field: flagging tape, GPS, mailing costs, general site photo-monitoring expenses, camera depreciation, film, printing costs of photos, etc.

Office Overhead:

- pro-rated share of office rental and records storage, pro-rated share of office administration staff and volunteers

"Permissions" Activity for Conservation Agreements:

Staff time (field and office) in responding to requests for activities proposed to be undertaken by the landowner that require interpretation with respect to the covenants of the conservation agreement:

- Respond
- Evaluate
- Document

Stewardship actions identified in the Stewardship Plan which, if they are annual or recurring costs, should be considered to be an annual stewardship expense.

Total Annual Maintenance Costs

The sum of the annual ownership costs (taxes, insurance), monitoring, annual stewardship actions and administration expenses.
Then relate this to an appropriate **endowment fund** for the property (see below)

Property Endowment Fund

Best practices necessitate a property **endowment fund** which will generate at current bank rates, sufficient interest annually to cover annual operating costs as well as provide support to the Land Trust's enforcement contingency fund.

Conservation Agreement Defence Fund

The conservation agreement defence fund is a separate fund to be used in the event that legal measures are required to enforce compliance as well as for remediation measures to address effects of non-compliance;

Current practices aspire to allocate 5% of the annual interest generated from each property endowment fund into the Land Trust's enforcement contingency fund of a minimum of \$30,000. to \$ 50,000.

It is clear from the list of costs involved in stewardship and monitoring, that dedicated funds are a necessity; best practices being a property **endowment fund** which will generate at current bank rates, sufficient interest annually to cover annual operating costs as well as provide support to the Land Trust's enforcement contingency fund. In general, the endowment fund for each property is based on the annual stewardship costs and if those are \$ 600 per year for "Property A" and the current GIC bank interest rate is 3 per cent, the endowment required to generate that amount annually would be \$ 20,000. However, best practice would include as well not just an endowment level that generates sufficient interest to cover the annual costs of monitoring and landowner relations in the case of conservation agreements, but also a reallocation of a portion of the interest back to the endowment fund to account for inflation and a contribution to the Land Trusts Conservation Agreement Defence Fund. So, if 5 percent of the endowment fund's annual interest is reallocated back to the fund to guard against inflation and 5 percent is allocated to the Land Trust's enforcement fund, then the endowment fund for Property A (at 3 % interest rates) should be at least \$ 22,000.

To comply with CRA regulations with respect to disbursement quotas for charitable organizations, all donations made to a property endowment fund must be accompanied by a *direction statement* stating that the donation is to be held in trust by the Land Trust as a ten year gift, and as such an enduring property as defined by the *Income Tax Act*.

6.0 Cost Effective Strategies for Conservation Agreements

Research into the costs of holding conservation agreements was undertaken by Dominic P. Parker (PERC) in 2002 in order to help Land Trusts decide whether to purchase land in fee simple or to seek partial ownership through conservation easement agreements. The general hypothesis was that stewardship costs will be influenced by three categories of factors: acreage, easement provisions and easement purpose(s). This very useful research paper also offers guidance on which attributes of preserved land make stewarding conservation agreements more expensive. Such information can help Land Trusts structure their conservation agreements in ways that will save them money.

Parker's 2002 research findings for anticipating the costs are worth noting by all involved in drafting and stewarding conservation agreements. They are provided below (verbatim):

1. Easements that encumber larger parcels cost more to monitor than easements that encumber smaller parcels. *The costs of monitoring each additional acre, however, falls as parcels become larger. An easement that encumbers 1,000 acres, for example, does not cost twice as much to monitor as an easement that encumbers 500 acres. This finding suggests that there are fixed costs of monitoring an easement, such as traveling to the property and renting an airplane, that exist irrespective of the size of the parcel. But, there are additional costs of monitoring the parcel, such as walking the perimeter of the property that depend on the size of the parcel.*

2. Easements that allow the construction of new residences are more costly to set up than easements that do not. *It is easy to imagine why this is the case. Easements that allow new residences typically require the creation of building envelopes and footprint regulations. Establishing these guidelines lead to higher negotiation, surveying, and baseline documentation costs.*

3. Easements that allow subdivision of the parcel cost more to monitor than easements that do not. *This finding suggests that monitoring separate owners is more costly than monitoring parcels under single ownership. Monitoring separate owners requires more time to build personal relationships and to arrange and make annual visits to the properties.*

4. Easements that allow mineral exploration cost more to monitor than easements that do not. *This finding suggests that it is costly to ensure that mining activities are compatible with the guidelines listed in the conservation easement. More generally, the finding suggests that landowners who are allowed to extract valuable natural resources require more vigilant monitoring.*

5. Easements providing wildlife habitat are more likely to be violated and have higher enforcement costs than easements providing working land and open space. *There are at least two reasons why this is so. First, easements protecting wildlife habitat tend to include more guidelines that regulate permitted land uses than working lands easements or open space easements. It is likely that the complicated nature of wildlife habitat easements increases the likelihood that the landowner will unintentionally violate the easement. Second, Land Trusts may be more vigilant in enforcing wildlife habitat easements than they are in enforcing working lands easements. They may be more vigilant because habitat restoration is costly or because substitute habitat is unavailable.*

6. Easements that allow new residences are more likely to be violated or have higher enforcement costs than easements that do not. *There are at least three reasons why this is the case. First, stipulations and ambiguities concerning the extent of the permitted residential structures increase the likelihood that a landowner will unintentionally violate the easement. Second, landowners may have incentives to intentionally violate restrictions on residential structures if building such structures is a lucrative use of the land. Third, violations will be costly to remedy if the residential structure is already constructed.*

7. Easements that allow public access are slightly more likely to be violated or have higher enforcement costs than easements that do not. *This may be the case because public users abuse access privileges or because new landowners resist allowing what they perceive as unfettered access to their property.*

Summary

"Given the findings described above, Land Trusts that hold conservation easements that allow new residences, subdivision, mineral exploration, and public access should consider the funds needed to steward these provisions over time. To minimize stewardship costs, Land Trusts need to explicitly or implicitly know these relationships. To have the information to do so, they should estimate the costs of stewarding each easement and take note of factors presumed to affect the stewardship burdens. Such factors include those examined here as well as the wealth of the landowner, topographical characteristics of the land, the unencumbered value of the land, characteristics of adjacent landowners, and the specific wording of easement provisions".
(Source: Parker 2002 pp.18 - 19)

7.0 Stewardship Funding

This is not a fundraising document, but an understanding of costs then moves land trust staff into the realm of seeking funds. The table below provides a useful overview of funding sources in the Canadian context:

DESCRIPTION		COMMENTS
1. INSTITUTIONAL GRANTS AND SPONSORS		
Government	Federal grants	start-up funds; workshop funding
	Provincial support	capacity building and matching / challenge funds site acquisition
	Municipal support	start-up funds; partnerships for site purchase; workshop support; outreach support; in-kind; stewardship contracts; land donations for conservation or "swaps"
Philanthropic Foundations	Grants - project	program funding (for stewardship, research, education); site-specific purchase grants; stewardship grants
	Grants (capacity building)	outreach grants; data base development; priority areas identification
Corporate	Grants	for stewardship; discretionary donations; for land purchase
	Sponsorship	for workshops; printed material; riparian rehabilitation
	In-kind	printing costs; furniture; auto
Service Clubs	Stewardship Grants	events payments
	Site Acquisition	donations
Other Nonprofits	Site Acquisitions	matching funds or contributions
	Site Partnership	BDR assistance; stewardship partners; monitoring partners
2. MAJOR INDIVIDUAL DONORS: Donation of property, funds, securities, planned giving, wills, annuities		
3. EVENTS: Conferences; special events; galas		
4. LAND TRANSACTIONS as a source of Revenue		
<ul style="list-style-type: none"> • Sales of surplus non-natural or unrestorable sites • Sale of land protected by an easement to a "conservation buyer" • Sale of "trade lands" - lands donated specifically for future sale (caution will be exercised in using this tool as a source of funds for financing) • "Transfer Fees" when conservation (easement) agreement properties are sold • Stewardship fees from a "fee for service" system for stewardship services on land that is publicly owned 		

So

Experienced fundraisers associated with the Land Trust Alliance (U.S.A.) have specifically reviewed stewardship funding methods practiced by Land Trusts in the United States and compiled a list of funding methods, with the caveat that some under consideration and not yet implemented (Jane E. Hamilton and Judy Anderson, 2008). These are reproduced below:

- 1. Easement landowner cultivation and servicing.** *Dedicating staff time to help with creating special publications (newsletters, mailings), workshops and gatherings for easement owners in order to improve and enhance relations with easement owners. The concept is that a pound of prevention and partnership is worth a ton of cure....*
- 2. Easement stewardship fund requirement.** *Requirement (rather than a request that is tax deductible) of funds at the easement closing (it varies as to whether this is partial or full amount calculated necessary), unless prior pledge letter is signed.*
- 3. Promissory note or lien.** *Contribution of "x" amount (a stated figure requiring the partial or full amount) necessary to endow basic stewardship expenses at the time the property is sold.*
- 4. Drafting easements to match organizational capacity.** *A number of organizations are recognizing that certain restrictions are more likely to be "challenged" than others-regardless of how well they are drafted. Others are simply challenging to monitor and interpret. Organizations are evaluating what they can do "outside the four corners" of the easement document, rather than requiring something very labour intensive for the organization's staff to monitor and enforce.*
- 5. Percentage of tax deduction.** *In addition to a basic contribution at closing, the easement states that the grantor shall contribute "x" (usually 1 % - 2%) of the tax deduction claimed by the easement donor, as documented by the [charitable receipt] form signed by the conservation organization prior to the donor filing for taxes. In states with tax credits for conservation easements, some land trusts are requiring the payment to the land trust of a portion of the tax credit earned by the landowner, either combined with, or as an alternative to, the percent of tax deduction.*
- 6. Reducing reserved house sites, subdivision rights.** *Increasingly, trusts are dedicating time to work with interested landowners to further restrict the number of permitted house sites and subdivision rights, via easement amendments. This reduces long-term easement stewardship responsibilities.*
- 7. Transfer fee.** *Requiring a stewardship transfer fee as part of the easement document. Also included in amendments of past easements, if landowners are willing to include this language, or if the land trust board requires it for a discretionary amendment.*
- 8. 1% for open space gratuity.** *Businesses include a 1% charge on their bill, and the customer is offered the opportunity to remove the 1% charge. The funds go to open space acquisition and stewardship (including easement stewardship).*
- 9. Tax credits.** *Colorado and Virginia have tax credits for conservation easements that allow for transfer to different parties (they can be sold). When sold, the easement donor pays the full amount needed to endow the stewardship of the easement.*
- 10. Capital campaigns.** *Increasing numbers of land trusts are conducting capital campaigns to increase their easement stewardship and enforcement funds. Some of these combine easement stewardship and open space acquisition campaigns.*
- 11. Fundraising for specific easements.** *In cases where a landowner cannot pay an easement stewardship fund contribution, the land trusts fundraises on their behalf.*

12. Establishing easement stewardship fund policies. Many land trusts are establishing stewardship fund contribution policies that they share with the public and potential easement donors. The policy states that the organization cannot accept easements without an adequate contribution to their easement stewardship fund (each land trust has a different perspective on what "adequate" means).

13. Foundation contributions. A few organizations have established partnerships with foundations, and/or received grants, to build and endow their easement stewardship programs on a regular basis. In addition, some foundations will grant stewardship funds together with acquisition finds, when the foundations have been well educated about stewardship needs.

14. Events. Some organizations are considering holding an annual event specifically to increase the amount of their easement stewardship dedicated funds.

15. Separate the easement enforcement fund from the easement stewardship fund. In recognition that the organization has a responsibility to steward all easements in perpetuity, a separate enforcement fund is established and the stewardship fund is invested "outside" the organization. The organization cannot raid the stewardship fund, even to enforce easements, because the revenues are necessary to help steward the remaining easements. Enforcement funds are currently recommended to find three court cases (national average is \$50,000 per case).

16. Endowed staff position. A few organizations are discussing the possibility of finding a visionary foundation or donor to endow a staff position as part of their easement stewardship team.

17. Stewardship Fund Bequests. Some land trusts are cultivating relationships with landowners who then provide for funding for stewardship costs in their wills.

18. Tradeland Sales. Some land trusts are using the proceeds from the sale of tradelands (lands given to the trusts in fee with the intent they be sold to raise money for the organization) to increase dedicated stewardship funds.

19. Menu approach. Require some minimum contribution at closing (may or may not be tax deductible, depending on the wording and structure of the request) and give the landowner the option to decide how else they would like to cover necessary costs to endow the management of the easement (all or in part).

20. Other. Organizations across the country are striving to find new ways to prepare for what many are realizing will be a serious easement stewardship challenge, entailing considerable staff resources in the not so distant future.

8.0 Conclusion

It is important to remember that long term natural heritage protection using the conservation agreement as a tool is highly dependent on successful landowner relations. Monitoring should be seen principally as an opportunity to build that trust between the landowner and the conservation organization. This approach is far less costly and far more reliable as a conservation tool than litigation. While Land Trust ownership is often preferred as it may be less costly in the long term, every property requires stewardship and monitoring in order to protect the natural heritage values that motivated its long term securement by the Land Trust.

9.0 References

A. References cited in this Guide and authoritative reports on stewardship and monitoring in Canada include:

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B. Other important documents on stewardship and monitoring include:

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APPENDIX A:

(Available from the OLTA web site as a downloadable Word document)

NATURAL HERITAGE PROPERTY MONITORING REPORT

[Your LOGO HERE]



Property Name:
Date: Location: Conducted by:
Action Required (Indicate Yes/No - if yes see <i>Results</i> section for details):

PREPARTORY WORK

Background Information Please summarize specific issues/concerns that require investigation (i.e. review of last monitoring form, Stewardship Plan, BDR, Development Application, etc.)	
Source:	
Property Type	
<input type="checkbox"/> Owned by Land Trust <input type="checkbox"/> Potential Land Trust Acquisition (please explain): If Land Trust Property please complete the Stewardship section below:	
Stewardship	
Property Steward: Stewardship Objectives:	Previous issues identified or issues dealt with:

SITE VISIT

Purpose		
<input type="checkbox"/> Initial visit <input type="checkbox"/> Annual monitoring <input type="checkbox"/> Other (please specify): <input type="checkbox"/> Meeting (please specify below)		
Meeting Details <input type="checkbox"/> N/A		
Name	Position/Affiliation	Contact Info

Meeting Summary

Please describe any comments/questions that arose during the meeting. For example, plans to undertake any alterations, improvements, or projects regarding the property in the near future (e.g. signage, GPS markers, ecological inventories, tree planting, on-site buildings etc.)

--

Duration (hrs)	Weather Conditions Temperature (°C)
From _____ to _____	

Digital Photo Documentation

- Yes *Insert file location; attach Photo Point Maps and records*
 No

OBSERVATIONS

Site access: <input type="checkbox"/> Road <input type="checkbox"/> Road allowance <input type="checkbox"/> Residence <input type="checkbox"/> Private trail <input type="checkbox"/> Connecting BTC trail <input type="checkbox"/> BTC Stile <input type="checkbox"/> Abutting Natural Area <input type="checkbox"/> Other (e.g. abutting easement, boat):	Access tips/sketch:	
Is the property intended for public use/access?	<input type="checkbox"/> Yes Type of use: <input type="checkbox"/> Park <input type="checkbox"/> Conservation Area <input type="checkbox"/> Bruce Trail <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No

Trail established on site?	<input type="checkbox"/> Yes <input type="checkbox"/> Private <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No
Site markers Observed? <input type="checkbox"/> N/A	<input type="checkbox"/> Yes Type of markers: <input type="checkbox"/> Fencing <input type="checkbox"/> Survey stake(s) <input type="checkbox"/> GPS markers <input type="checkbox"/> Flag tape <input type="checkbox"/> Survey monument(s) <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No
GPS waypoints recorded?	<input type="checkbox"/> Yes (See attached GPS Waypoint Chart)	<input type="checkbox"/> No

Buildings & Structures Yes No

Indicate type of buildings/structures and details (location/description)

<input type="checkbox"/> Well/cistern <input type="checkbox"/> Uncapped <input type="checkbox"/> Capped <input type="checkbox"/> Unknown	<input type="checkbox"/> Bridge
<input type="checkbox"/> Shed/outbuilding	<input type="checkbox"/> Deer blind
<input type="checkbox"/> Barn	<input type="checkbox"/> Duck blind
<input type="checkbox"/> Privy/outhouse	<input type="checkbox"/> BTC stile
<input type="checkbox"/> Other (please specify):	

Natural Alterations/Events Yes No

Indicate type of alterations/events and details (location/extent/impact)

<input type="checkbox"/> Invasive Species <input type="checkbox"/> Garlic Mustard <input type="checkbox"/> Dog Strangling Vine <input type="checkbox"/> European Buckthorn <input type="checkbox"/> Tartarian Honeysuckle <input type="checkbox"/> Norway Maple <input type="checkbox"/> Purple Loosestrife <input type="checkbox"/> Periwinkle <input type="checkbox"/> Sweet White Clover <input type="checkbox"/> Common Reed (<i>Phragmites australis</i>) <input type="checkbox"/> Other (please specify):	
<input type="checkbox"/> Erosion	<input type="checkbox"/> Insect infestation
<input type="checkbox"/> Storm damage	<input type="checkbox"/> Drought
<input type="checkbox"/> Disease	<input type="checkbox"/> Fire
<input type="checkbox"/> Other (please specify):	

Human Disturbances Yes No

Indicate type of disturbance(s) and details (location/extent/impact)

<input type="checkbox"/> Littering	<input type="checkbox"/> Boating	<input type="checkbox"/> Dredging/filling
<input type="checkbox"/> Dumping	<input type="checkbox"/> Tree cutting/damage	<input type="checkbox"/> Mountain biking
<input type="checkbox"/> Hazardous material	<input type="checkbox"/> Horseback riding	<input type="checkbox"/> Fire pit/camping
<input type="checkbox"/> Mowing/clearing	<input type="checkbox"/> Cross-country skiing	<input type="checkbox"/> Encroaching fence
<input type="checkbox"/> Pesticide/herbicide use	<input type="checkbox"/> Hiking	<input type="checkbox"/> Motor biking
<input type="checkbox"/> Hunting	<input type="checkbox"/> Non-native species introduction	<input type="checkbox"/> Burning
<input type="checkbox"/> Trail/cut line	<input type="checkbox"/> All-terrain vehicles (ATVs)	<input type="checkbox"/> Mineral extraction
<input type="checkbox"/> Poaching (rare plants, etc.)	<input type="checkbox"/> Bird-watching	<input type="checkbox"/> Logging
<input type="checkbox"/> Fishing	<input type="checkbox"/> Construction	<input type="checkbox"/> Buildings
<input type="checkbox"/> Snowmobiling	<input type="checkbox"/> Berry-picking	<input type="checkbox"/> Other (please specify):

Wildlife Observations

Flora	
Species (common name)	Comments

Fauna	
Species (common name)	Comments

Additional Observations <input type="checkbox"/> N/A

RESULTS

Action Required <input type="checkbox"/> N/A	
<input type="checkbox"/> Yes (please provide details):	<input type="checkbox"/> No
Recommendations <input type="checkbox"/> N/A (e.g. mitigation for encroachments, ATV blockage, restoration, follow-up etc.)	

Monitor Signature(s)	Date
Name: Signature:	
Name: Signature:	

Steward Signature <input type="checkbox"/> N/A	Date
Name: Signature:	

APPENDIX B:

(Available from the OLTA web site as a downloadable Word document)

NATURAL HERITAGE CONSERVATION (EASEMENT) AGREEMENT MONITORING REPORT

[Your LOGO HERE]



Property NAME:

Date:

Location:

Conducted by:

Action Required (Indicate Yes/No - if yes see *Results* section for details):

PREPARTORY WORK

Background Information

Please summarize specific issues/concerns that require investigation (i.e. review of last monitoring form, Stewardship Plan, BDR, Development Application, etc.)

Source:

Property Type

- Conservation Agreement Property
 Potential Conservation Agreement (please explain):

If current Land Trust Conservation Agreement please complete the Information section below

Conservation Agreement Information

Current Property Landowner:

Has ownership recently changed? Yes No

Baseline Documentation Report: Yes No

Date completed:

Review date:

Additional Reports:

Intention of Conservation Agreement:[list *Purpose* here]

Restrictions: [list - verbatim - *Covenants* here]

SITE VISIT

Purpose		
<input type="checkbox"/> Initial visit <input type="checkbox"/> Annual monitoring <input type="checkbox"/> Other (please specify): <input type="checkbox"/> Meeting (please specify below)		
Meeting Details <input type="checkbox"/> N/A		
Name	Position/Affiliation	Contact Info
Meeting Summary		
Please describe any comments/questions that arose during the meeting. For example, plans to undertake any alterations, improvements, or projects regarding the property in the near future (e.g. signage, GPS markers, ecological inventories, tree planting, on-site buildings etc.)		
Duration (hrs)	Weather Conditions	
	Temperature (°C)	
From _____ to _____		
Digital Photo Documentation		
<input type="checkbox"/> Yes <i>Insert file location; attach Photo Point Map and record sheet</i> <input type="checkbox"/> No		

OBSERVATIONS

Site access: <input type="checkbox"/> Road <input type="checkbox"/> Road allowance <input type="checkbox"/> Residence <input type="checkbox"/> Private trail <input type="checkbox"/> Connecting BTC or other Land Trust trail <input type="checkbox"/> BTC Stile <input type="checkbox"/> Abutting Natural Area <input type="checkbox"/> Other (e.g. abutting easement, boat):	Access tips/sketch: 	
Is the property intended for public use/access? 	<input type="checkbox"/> Yes Type of use: <input type="checkbox"/> Park <input type="checkbox"/> Conservation Area <input type="checkbox"/> Bruce Trail <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No

Trail established on site?	<input type="checkbox"/> Yes <input type="checkbox"/> Private <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No
Site markers Observed? <input type="checkbox"/> N/A	<input type="checkbox"/> Yes Type of markers: <input type="checkbox"/> Fencing <input type="checkbox"/> Survey stake(s) <input type="checkbox"/> GPS markers <input type="checkbox"/> Flag tape <input type="checkbox"/> Survey monument(s) <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> No
GPS waypoints recorded?	<input type="checkbox"/> Yes (See attached GPS Waypoint Chart)	<input type="checkbox"/> No

Buildings & Structures Yes No

Indicate type of buildings/structures and details (location/description)

<input type="checkbox"/> Well/cistern <input type="checkbox"/> Uncapped <input type="checkbox"/> Capped <input type="checkbox"/> Unknown	<input type="checkbox"/> Bridge
<input type="checkbox"/> Shed/outbuilding	<input type="checkbox"/> Deer blind
<input type="checkbox"/> Barn	<input type="checkbox"/> Duck blind
<input type="checkbox"/> Privy/outhouse	<input type="checkbox"/> BTC stile
<input type="checkbox"/> Other (please specify):	

Natural Alterations/Events Yes No

Indicate type of alterations/events and details (location/extent/impact)

<input type="checkbox"/> Invasive Species <input type="checkbox"/> Garlic Mustard <input type="checkbox"/> Dog Strangling Vine <input type="checkbox"/> European Buckthorn <input type="checkbox"/> Tartarian Honeysuckle <input type="checkbox"/> Norway Maple <input type="checkbox"/> Purple Loosestrife <input type="checkbox"/> Periwinkle <input type="checkbox"/> Sweet White Clover <input type="checkbox"/> Common Reed (Phragmitis) <input type="checkbox"/> Other (please specify):	
<input type="checkbox"/> Erosion	<input type="checkbox"/> Insect infestation
<input type="checkbox"/> Storm damage	<input type="checkbox"/> Drought
<input type="checkbox"/> Disease	<input type="checkbox"/> Fire
<input type="checkbox"/> Other (please specify):	

RESULTS

Covenant Violations <input type="checkbox"/> N/A	
<input type="checkbox"/> Yes (please provide details): Was photo documentation completed? Where is it located? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No
Action Required <input type="checkbox"/> N/A	
<input type="checkbox"/> Yes (please provide details):	<input type="checkbox"/> No
Recommendations <input type="checkbox"/> N/A (e.g. mitigation for encroachments, ATV blockage, restoration, follow-up etc.)	

Monitor Signature(s)	Date
Name: Signature:	

Landowner Signature <input type="checkbox"/> N/A	Date
Name: Signature:	

APPENDIX C:

(Available from the OLTA web site as a downloadable Excel document)

PROPERTY - TIME & EXPENSE TRACKING FORMS

Property _____ Time & Expense Tracking Form				
Pre- Acquisition Costs				
	Time #days	Costs \$/day	Total Cost	Comments
Board				
Staff				
Volunteer Note: volunteer tracking forms and time logs can be found at http://www.blueavocado.org/content/tracking-volunteer-time-boost-your-bottom-line-complete-accounting				
Travel costs				
Administration				
Acquisition Costs				
Appraisal				
Appraisal review (if required)				
Survey (if current title cannot be registered)				
BDR (if a Conservation Agreement)				
EA – Phase 1				
Legal costs				
Board				
Staff				
Volunteer				
Consultant - inventories				
Travel (accommodation, food, km)				
Signs				
Administration				
Annual Stewardship and Monitoring Costs – Long Term Costs				
Property Taxes				
Insurance				
Board				
Staff				
Volunteer				
Travel costs				
Equipment				
Signs				
Administration				
Endowment – annual recapitalization				
5 % of interest returned to capital as inflation hedge				
Conservation Agreement Defence Fund – annual contribution				
5 % of interest allocated to the Land Trust's conservation agreement defence fund				