

# CONSERVATION EASEMENTS

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- Introduction
  - Land Trusts
  - Land Conservation Tools
- Conservation Easements
  - What are they? How do they work?
  - Components of Conservation Easements
- Regional Examples: Conservation Easements in New England
- Discussion

# What is a Land Trust?

- A non-profit charitable organization working with landowners to protect their land
  - Land trusts hold interest in property to protect it



**Landowner Goals**



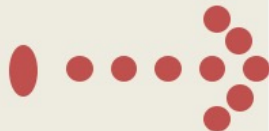
**Natural Resources**



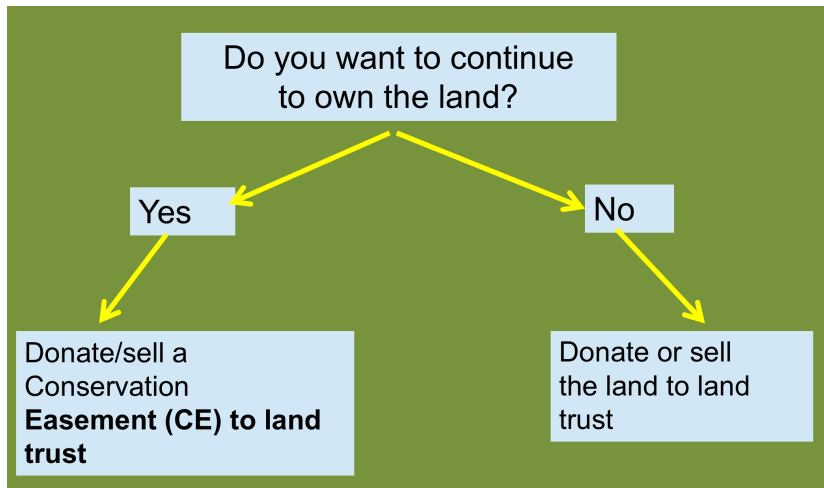
**Funding**



Land  
Protection  
Project



# Landowner Goal: Keep the land as a farm or woodland forever



# Conservation Easements (CE)

- Legal agreement between a landowner and a land trust or public agency
- Restricts the amount and

## Type of **development**

that can occur on the land

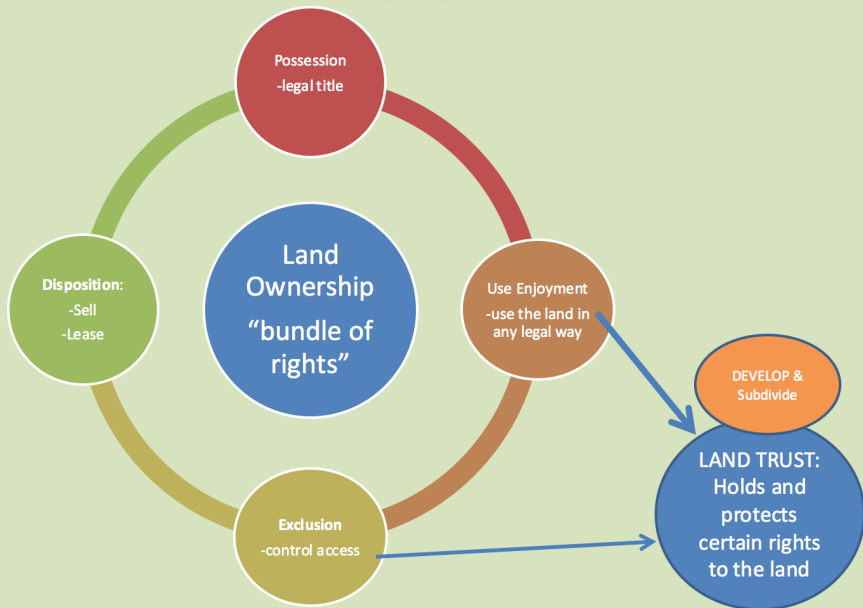
- Protects the property's conservation values **forever, in perpetuity** - perpetual easement



# Property Rights



# Landowner's Property Rights with a CE





# BASIC COMPONENTS OF CONSERVATION EASEMENT

- GRANT OF CONSERVATION EASEMENT
- PURPOSES
- PROHIBITED ACTS
- RESERVED RIGHTS

## GRANT OF CONSERVATION RESTRICTION to MOUNT GRACE LAND CONSERVATION TRUST, INC.

We, Anthony Cooper and Carol S. Englander, husband and wife, as tenants by entirety, both with an address of P.O. Box 2, 107 North Fitzwilliam Road, Royalston, Massachusetts being the sole owners, for our successors and assigns ("Grantor), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, hereby grant to Mount Grace Land Conservation Trust, Inc. a Massachusetts charitable corporation, its permitted successors and assigns ("Grantee") with quitclaim covenants, with a usual place of business at 1461 Old Keene Rd, Athol, Massachusetts, 01331, as a gift, for no consideration (\$0.00), in perpetuity and exclusively for conservation purposes, the following Conservation Restriction (hereinafter "CR"), on parcels of land with improvements thereon located in the Town of Royalston, Massachusetts constituting approximately 31 acres, more particularly described in Exhibit A (Deed Description) as "Parcel One" and "Tract One" of "Parcel Two" and in Exhibit B-1 (Plan of Land) as Lots "A" and "B," and Lot "D" in Exhibit B-2 (Plan of Land) and substantially as shown in Exhibit C (Resource Area Diagram), included herein by this reference, hereinafter referred to as the Premises.

# BASIC COMPONENTS OF CONSERVATION EASEMENT

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- **PURPOSES**
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## **I. PURPOSES:**

The purpose of this CR is to ensure that the Premises will be maintained in perpetuity and for conservation purposes, predominantly in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values.

The permanent protection provided by this CR of the Premises and the associated Conservation Values outlined below will yield significant benefits to the public and the Grantees. The CR was purchased with funds from the Massachusetts Landscape Partnership Program, administered by the Division of Conservation Services of the Executive Office and Energy and Environmental Affairs.

The conservation and permanent protection of the Premises will yield a significant public benefit for the following reasons:

1. **Protection of Forestry Resources.** The protection of the Premises ensures that forested land and renewable forestry resources will remain available to provide social, economic and ecological services for future generations. The protection of the Premises will promote professional forest stewardship and sustainable forest management practices that ensure the protection of all ecological values including water quality, wildlife habitat, and biological diversity;

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- **PROHIBITED ACTS**
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## A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform, nor allow others to perform the following acts and uses, which are prohibited on, above, or below the Premises:

1. Constructing, placing or allowing to remain any temporary or permanent building, athletic court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, septic or leaching system or field, utility pole, tower, conduit, line or other temporary or permanent structure, fixture, equipment or facility;
2. Extracting water resources, mining, excavating, dredging, drilling or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the Premises;
3. Planting, broadcasting, placement, disposal, transfer, destruction, composting, dumping, or otherwise preventable introduction of "Invasive" plant species or any other nuisance or disease carrying species, as defined in A Guide to Invasive Plants in Massachusetts (Somers P. et al. 2006) or as amended or contained in a similar professionally acceptable publication available in the future;
4. Placement, disposal, dumping, storing, stockpiling of soil, mulch, fill, snow, hazardous substances, wastes or materials, oil, or petroleum products, or junk (including, but not limited to trash, rubbish, refuse, waste, debris, equipment, mobile home or trailer bodies or parts, automotive vehicle bodies or parts, or other substance or material) whatsoever, or the installation of above or underground storage tanks;

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## B. Reserved Rights and Exceptions to Otherwise Prohibited Acts and Uses

Notwithstanding anything to the contrary contained in Section IIA, Grantor reserves the right to conduct or permit the following activities and uses on the Premises, provided that these reserved rights may not materially impair the conservation values or purposes of this CR, and provided that the Grantor is encouraged to seek recommendations from Grantees regarding proposed activities even when Grantees Notice and Approval is not required:

1. Forestry. The right to conduct, or permit others to conduct, woodland and sound forest management uses of the Premises, including the commercial harvesting of timber and non-timber forest products including tree cutting, maple sugaring, agroforestry, wildlife habitat improvement, water quality management, recreational management, soil conservation, and other forestry-related activities. All forest product-harvesting operations shall be conducted in accordance with applicable law, including but not limited to the Massachusetts Forest Cutting Practices Act (M.G.L. c. 132, as amended) and associated regulations promulgated at 304 CMR 11.00; and shall use all required Best Management Practices and, to the extent possible, the recommended guidelines pursuant to the Massachusetts Forestry Best Management Practices Manual (Catanzaro, Fish & Kittredge, 2013) and subsequent versions as may be approved by the Forestry Bureau.
  - a. Commercial Harvesting. All commercial harvesting of trees and wood products shall require and be performed in accordance with a Forest Stewardship Plan (hereinafter the "Stewardship Plan") acceptable to Primary Grantee:

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- i. The Stewardship Plan shall be prepared by a professional forester licensed to practice forestry in Massachusetts. The Grantor shall update the Stewardship Plan at least every ten years thereafter to the extent that the Grantor desires to continue to conduct forestry activities on the Property. The preparer of the Stewardship Plan shall certify in writing that the plan and all amendments and updates comply with the terms of this Conservation Restriction, including the Purposes (Section I), and shall provide to the Primary Grantee a copy of the Stewardship Plan and Forest Cutting Plans. The Stewardship Plan must be approved by the Primary Grantee and the State Forester or his or her designee and in accordance with applicable law.
- b. Harvesting for Personal Use: The cutting of trees to provide non-commercial forest products such as firewood for personal use, but not for sale, is permitted, not to exceed 15 cords or 7,500 board feet during any consecutive twelve-month period.
- c. Forest management activities shall not degrade or be wasteful of soil or water resources, and shall not degrade important ecosystem elements, including:
  - i. Potential vernal pools,
  - ii. Priority Natural Communities as described by the Massachusetts Natural Heritage & Endangered Species Program (herein after "NHESP") and state-ranked as either (S1) "very rare" or (S2) "rare",
  - iii. Other important ecosystem elements as identified in the Baseline Document Report (BDR) and subsequent BDR updates and monitoring reports.

# REGIONAL EXAMPLES



# DISCUSSION

