DEPARTMENT OF NATURAL RESOURCES, MINES AND ENERGY
INTEGRATED RESOURCE MANAGEMENT OUTPUT

HANDBOOK OF
RESOURCE PLANNING GUIDELINES

CHAPTER G3

TENURE-RELATED MECHANISMS FOR ACHIEVING SUSTAINABLE MANAGEMENT

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Purpose of this Paper

This paper identifies and describes the statutory, tenure-related and similar mechanisms available for achieving sustainable management of land.

Public officers involved in the use and development of land should be familiar with the range of mechanisms available to implement the intentions of ecologically sustainable development.

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1. BACKGROUND

1.1 Mechanisms to ensure that land or water is used sustainably fall broadly into five categories:

- **proprietorial** or **tenure-related** mechanisms, by which a resource is allocated and which *alter the legal 'interest' in the land*. Leases are examples;
- **regulatory** mechanisms, which are imposed by the State or local governments to *control the use and development of land*. Planning schemes are examples;
- **custodial management** mechanisms, such as property management planning, which a landholder can utilise on his or her property to *achieve personal goals;*
- mechanisms to **facilitate development**, such as by constructing infrastructure;
- **advisory** mechanisms, by which public authorities, peak bodies, scientists and community groups *assist* the landholder to adopt practices that they think ought to be followed.

1.2 Examples of mainly the first category are covered in this paper, although reference is made to some regulatory mechanisms which 'run with the land' and some management mechanisms. A range of instruments is available. Some mechanisms apply only to State land such as leasehold, some cover land of all tenures.

1.3 None of the available mechanisms allow a landholder to contract out of his or her other statutory obligations to comply with relevant Commonwealth, State or local legislation and regulations, such as fire protection notices, planning schemes, the prohibition on removing mangroves or the mining laws.

2. MECHANISMS WHICH APPLY AT TIME OF FREEHOLDING

2.1 It is commonly and wrongly assumed that the property rights embodied in freehold land are absolute. Certainly, in Queensland's land tenure system, freehold embraces the most complete form of property rights available other than native title. But it is possible for the State to retain certain proprietorial rights over freehold land, in one of the following ways:

- when land is freeholded, the deed of grant, which is the first conveyance from the State, is issued subject to certain **reservations** to the State. ('Reservation' in this context has a meaning different from the process of 'reserving' or setting aside unallocated State land for public purposes, as described later in this paper). In all deeds the State reserves the rights to minerals and petroleum and, since 1991, the quarry materials, though most other resources including vegetation pass to the purchaser. Commercial timber may also be reserved in the form of a *forest entitlement area* or a timber agreement (Ss. 169, 175 *Land Act*, see below);
- a deed of grant or a lease may be issued subject to a reservation of a stated area for a public purpose, at an unspecified location within the allotment (S.23, *Land Act*). The land subject to the reservation remains State land and is not legally part of the allotment but the landowner has full use of it until resumed by the State. This device was commonly used to provide for a future road without the need to survey the boundaries of the road through the allotment;

- a deed of grant may be issued subject to a condition that some other form of tenure-related mechanism be put in place. S.169 specifically mentions a conservation agreement, timber agreement or forest entitlement area.

2.2 There is also a restriction on ownership by corporations of certain freeholded leases.

2.3 Native fauna, ownership of which is retained by the State, is not considered to be connected to the land and so does not feature in land legislation.

2.4 Forest Entitlement Areas

2.4.1 An FEA is a form of reservation in title, in that whereas the property as a whole has been freeholded, possession or *ownership* of the commercial timber **and** (since the *Land Act 1994*) the land on which it grows are retained by the State, not by the freehold owner. The purchase price would no doubt reflect this retention by the State. The area retained need not be defined spatially but the total quantum of the area retained must be specified in the deed. About 35 FEAs are extant.

2.4.2 The landowner retains the *ownership, use and occupation* of the balance of the property as well as *use and occupation* of the land subject to the reservation (S.175 *Land Act*). According, the lot is valued for rating purposes as a whole and the landowner is liable for payment of council rates for the FEA. By S.39A of the *Forestry Act* the State has the right of managing the land which is subject to the reservation and has access for the purposes of inspecting or "managing" not only the commercial timber but all forest products.

2.4.3 Although there is no body of precedent upon which to rely, it can be reasonably assumed that a landowner would require an agreement with the State (S.39A of the *Forestry Act 1958*) or a permit from the State to interfere with any of the commercial timber. However, a landowner is probably not prevented from undertaking other routine land management activities such as grazing and burning which might prejudice forest management in the long term, so long as they don't damage the standing timber crop in the short term.

2.5 Timber Agreements

2.5.1 The *Land Act* provides that a condition of freeholding can be that the owner enters into a 'timber agreement' with the Minister for forestry. There are no cases wherein this clause has been invoked and so there is no body of experience. However, it can be said with confidence that a timber agreement would be a contractual arrangement between the State and an individual landowner and may not legally survive a change in ownership. Although it would be enforceable under contract law and common law, enforcement would be problematic where the landowner has sold the property. Devices such as a bank guarantee or bond could be built into the instrument but that does nothing to protect the timber resource itself.

2.5.2 This provision was inserted in to legislation in order to allow one-off cutting at a future time dependent upon market forces, stage of growing cycle and flow to the mills.

2.5.3 S.45(g) *Forestry Act* provides that timber subject to an agreement is the property of the Crown. Probably this ownership would not survive the breaking of the agreement through sale of the property; nor the cancellation of the lease in order to issue a deed of grant.

3. MECHANISMS FOR RESERVING NATIONAL AND CONSERVATION PARKS OR STATE FOREST

3.1 The Governor in Council by regulation may set State land aside for a national park (scientific), a national park, a conservation park or a resources reserve. This form of reserving lies in the *Nature Conservation Act* (S.29) rather than the *Land Act*.

3.2 To be reserved in this way, land must be 'State land', which has a defined meaning (S.7). So freehold or leasehold land purchased by agreement for parks purposes must first be surrendered to the State. Land which is compulsorily acquired (resumed) automatically becomes State land upon proclamation.

3.3 The reservation can be revoked by regulation subject to a motion of the Legislative Assembly (S.32).

3.4 The Governor in Council may set aside 'Crown land', which has a defined meaning (S.5), as a State forest (S.25) or timber reserve (S.28 *Forestry Act*). The reservation of State forests can be revoked by regulation subject to a motion of the Legislative Assembly (S.26).

4. MECHANISMS BY WHICH THE STATE CAN PURCHASE LAND

4.1 It is possible for governments to acquire freehold or leasehold land, with or without the landholder's consent. Acquisition amounts to buying back the private 'ownership' rights which have previously been allocated. Governments may wish to do this for a number of reasons, such as to build infrastructure, or to prevent development.

4.2 Landholders have sometimes asked for an undertaking that the Department would not resume their property at a future time. This cannot be given: a public authority cannot contract away its prerogative to use the powers it has under legislation.

4.3 There are several mechanisms by which property may be acquired. The following compilation is not exhaustive.

4.4 Acquisition by Proclamation

4.4.1 Land can be 'taken' by the State for specified public purposes, using a process which is similar for both voluntary and compulsory acquisitions:

- ***compulsory acquisition*** or ***resumption***. If the landholder does not consent, the State may proceed under S.9 of the *Acquisition of Land Act* to compulsorily acquire the land. A *Notice of Intention to Resume* must be given to the landholder who has a right to object. Unless objections are upheld, the land may then be taken by Proclamation of the Governor-in-Council published in the *Government Gazette*. Freehold is no more immune to compulsory acquisition than leasehold;

- ***acquisition by agreement***. If the landholder consents to the acquisition, the two parties enter into an agreement under S.15 of the *Acquisition of Land Act*. The agreement contains the terms of the acquisition but the actual taking is effected by a Proclamation as explained in the previous paragraph. This process bypasses the *Notice of Intention to Resume* but not the other provisions of the Act.

4.4.2 Some other provisions relating to acquisition are:

- it is necessary to state the particular 'public purpose' for which the land is to be acquired. A list of available purposes is contained in a Schedule to the Act. The State cannot resume a person's land for a private purpose, that is, in order to lease or sell to another private person or company (unless special legislation is passed to authorise the deal);

- if, within seven years of acquisition, the acquired land is not required for the purpose for which it was taken, it must be offered for sale back to the person who was owner at the date of acquisition;

- the Proclamation vests the land in the State, freed of all interests: in other words, encumbrances are extinguished. The interests are converted into a right to claim compensation. By contrast, the normal Torrens conveyance may not transfer some recognised but unregistered interests (*eg.* leases shorter than 3 years);

- lands acquired by the above procedure become unallocated State land under the *Land Act 1994* and must be subsequently reserved for the nominated purpose.

4.5 Purchase

4.5.1 Since 1992, the State of Queensland has had the power under legislation to hold freehold land in its own right. The prime purpose of the amendment at that time was to enable the State to purchase freehold title and otherwise deal commercially with land in the market place without the complications associated with 'traditional' State land under the *Land Act*. Freehold ownership allows commercial dealings such as onselling parts or trade-offs for density bonuses under statutory planning legislation.

4.5.2 There are basically two legislative heads of power by which land can be purchased into freehold ownership by the State. Neither allows compulsory acquisition:

- S.48 *Land Title Act*, which provides that the State may acquire, hold and deal with freehold lots. The procedure used is the standard conveyancing method under the Torrens system - REIQ contract (or equivalent) and Form 1 Transfer (with Form 24). Land acquired in this way remains freehold land unless or until surrendered to the State. Surrender (pursuant to S.327 of the *Land Act*) would enable the State to then deal with the land as State land;

- S.19 *Land Act*, which allows the Minister to buy leasehold or freehold land. The power to buy freehold is a duplication of the power in S.48 *Land Title Act* but makes the suite of powers in the *Land Act* complete.

5. MECHANISMS WHICH APPLY OVER BOTH FREEHOLD AND LEASEHOLD LAND

5.1 Easements and Covenants

5.1.1 A major form of tenure-related instrument is the *easement*, of which there are two kinds:

- *'normal' easements*, where one allotment is burdened in favour of another specific property. An example is an easement over one lot to allow access to the neighbouring lot;

- *easements in gross*, where one allotment is burdened in favour of a public utility which is the specific beneficiary. An example is an easement for a pipeline.

5.1.2 A *covenant* is a voluntary tool which a landholder opts to use to achieve personal aspirations. There are two main kinds:

- *common law restrictive covenants*, often termed 'building' covenants, because they are most widely used by the private developers of new residential estates to restrict the kinds of materials which incoming buyers can use when building houses. These instruments can be considered as management rather than tenure-related mechanisms;

- *statutory covenants*, one end of which is upheld by a public authority and which are enforceable by statutory powers. These instruments modify the tenure by creating a legal interest in the land.

5.1.3 Legal opinion consistently confirms that easements, which are registrable, are not available for amenity-related purposes such as landscape or open space, because it is not possible to identify a specific beneficiary. Statutory covenants are the appropriate instrument for purposes which benefit the wider community. (The distinction drawn in the Commonwealth's *Reimbursing the Future* between these two instruments is not correct for Queensland).

Common Law Covenants

5.1.4 Building covenants create a direct contractual relationship between a vendor and a purchaser, and so they are enforceable as a matter of contract law. Enforcement is, however, complex and is an unsatisfactory area of the law. For example, a developer entering into a common law covenant with a purchaser may depart from the scene and have no further interest in law after all lots in an estate have been sold, so leaving no simple remedies to the other party.

5.1.5 This difficulty does not apply to the same extent where there is an enduring authority to uphold the covenant. Brisbane City Council and other local governments have run effective programs of signing *voluntary conservation agreements* with contractual force. However, they do not survive changes in ownership.

5.1.6 S.181 of the *Property Law Act* recognised the existence of covenants but did not allow registration. Specific legislation authorising registration has been necessary. Examples of forms of covenant permitted under specific legislation include:

- conjoint use approvals under S.4.17 of the former *Local Government (Planning and Environment) Act 1990*. These were used to tie two allotments where one has received development approval, subject to conditions which are implemented on another allotment. An example is a shopping centre with a car park situated on the opposite side of a lane. The particulars were recorded 'on the register' and are 'binding on successors in title';

- agreements under S.10 of the *Recreation Areas Management Act 1988*. These 'record...on the title' the particulars of agreement of private landowners for their land to be included in a declared recreation area. They are 'binding on every person who...is...thereafter possessed of an interest in the subject land'. See later specific treatment of this Act (item 5.4).

General Purpose Statutory Covenants

5.1.7 Specific legislation was passed in the form of the *Natural Resources and Other Legislation Amendment Act 2000* which came into effect on 8 March 2000 to allow a Minister, certain statutory authorities and councils to take out registrable covenants for a range of land use purposes. Statutory covenants are a tenure-related instrument which can be placed voluntarily on freehold or leasehold land for land use purposes. They are registered on title, so they survive transfer of ownership and are automatically renewed by an incoming landholder upon purchase. Also, they may be signed in order to secure some financial or other concession granted by a public authority using taxpayers' funds. (There are strong ethical inhibitions against using public moneys for works of private benefit on private land, but this practice is defensible where landholders have voluntarily surrendered some development rights by secure covenants).

The statutory covenant is a grant of an interest by a landholder to the public authority and it follows that the authority can surrender or relinquish it unilaterally, but the landholder cannot revoke it unilaterally.

5.2 Searchable Statutory Arrangements

5.2.1 Queensland legislation provides for several kinds of covenant-type instruments which run with the land and bind successive owners but are not actually registered on the title. They are recorded in 'Administrative Advices Files' in the land registry and are revealed when a property is searched. In most cases, the official register of them is kept, however, in a different department. In other words, an intending purchaser must search more than one register. The power to open such files resides in the separate legislation relating to each instrument, although there is also a general power in S.34 of the *Land Title Act*. Some of the following examples are voluntary, some involuntary. They include:

- **conservation agreements**, reached between the Minister and a landholder, under S.45 of the *Nature Conservation Act*. By S.134, the Registrar of Titles upon notification must maintain records, which reveal the existence of a conservation agreement. An agreement recorded in this way is 'binding on the successors in title...and to persons who have an interest in the land' (S.51). Conservation agreements are purposely limited in scope to areas of high conservation value and may not be used for resource security or amenity-related values. (These are not the same as the 'voluntary conservation agreements' established by several councils as explained above);

- **conservation covenants** which are similar instruments, but are applied compulsorily with the approval of the Governor in Council, where the land is of major interest for conservation and negotiations with the landholder have failed.

  Note: A **nature refuge** can be declared under S.49 over land covered by a conservation agreement or a conservation covenant (or over State land). This action brings these properties into the protected area system;

- **heritage agreements** under S.39 of the *Queensland Heritage Act* in relation to places on the Heritage Register. ('A heritage agreement attaches to the land and is binding on the owner from time to time...' and on the occupier of the place). Heritage agreements may impose positive or negative obligations;

- **contaminated land** classifications under S.24 of the *Contaminated Land Act*. Land classified as a 'probable', 'confirmed' or 'restricted' site is to be recorded in the land registry;

- a regulation giving effect to a management plan for a **World Heritage Management Area** or International Agreement Area, or land declared under a conservation plan to be an area of major interest or critical habitat. See the *Nature Conservation Act* (Ss.54, 58, 112);

- application of prohibitions or a management plan for property within the **Wet Tropics Area**, under S.66 of the *Wet Tropics World Heritage Protection and Management Act*;

- **coastal protection notice** or **tidal works notice** under the *Coastal Protection and Management Act*. By S.56 the Registrar must 'keep the records in a way that a search of the register ... will show the notice has been given';

- **notice of intention to resume** under S.7 of the *Acquisition of Land Act*. When a notice is issued, the authority shall 'file a copy' with the land registry.

5.3 Development Approval

5.3.1 Infrastructure Agreements

5.3.1.1 By S.6.7 of the former planning legislation and Ss.5.2.1-5.2.6 of the *Integrated Planning Act 1997*, a developer and a public sector entity may make an infrastructure agreement to secure the interests of both in infrastructure which is provided or intended to be provided as part of a land development. These agreements 'attach to the land and bind...successors in title...'.

5.3.2 Recording Conditions

5.3.2.1 Several other pieces of legislation enable the keeping of records about restrictions on land use without involving the titles registry. The most relevant to this paper are conditions imposed or negotiated by local governments during the process of granting approval for subdivision or development. These attach to the land and bind successors in title (S.3.5.28, *Integrated Planning Act*). However, they are not recorded in any form in the land registry and vendors of property commonly do not pass on copies of previous planning consents to incoming purchasers. This does not matter for conditions relating to construction of a development, once it has been completed, but continuing conditions such as ones relating to maintenance of landscaping or operating hours for a factory may need to be brought to the attention of subsequent owners.

5.3.3 Profit à Prendre

5.3.3.1 The *Land Title Act 1994* contains a power to create a profit à prendre, which is a right to take a resource such as commercial timber from affected land, which may be in someone else's possession. This instrument allows registration on title of a private contract between two private parties: the owner of the land and any other party. Ownership of the resource would appear to remain with the landowner until the time of harvest, whereupon it transfers to the holder of the profit. The profit à

prendre is registered upon lodgement of the appropriate form and may be for a defined period of time. If the affected land constitutes only part of a lot, a sketch or survey plan will be required to unambiguously identify the subject land. The profit à prendre survives a change in ownership of either the land or the resource.

5.4 The *Recreation Areas Management Act 1988* (RAM Act)

5.4.1 The RAM Act was established to set up a system of recreation areas by co-ordinating and improving the management of recreation on land held by multiple owners / proprietors / managers. It covers public land and also private land where landholders consent to bringing their properties into a recreation area.

The Act is administered by the Queensland Recreation Areas Management Authority which comprises the Ministers responsible for forests and nature conservation which, at the date of writing, are the one Minister (for Environment). Day to day activities of the Authority are conducted by the Queensland Recreation Areas Management Board – the chief executives of the departments administering the *Forestry Act 1959* and the *Nature Conservation Act 1992* (again, one department at this date). The Board in turn may delegate its functions and powers to other persons.

Lands are included in a recreation area only with the holder's consent and inclusion may be subject to conditions. A management plan setting out objectives is prepared for each proclaimed recreation area. The Board's functions include the provision, co-ordination, integration and improvement of recreational planning, recreational facilities and management thereof, and the construction of works. Among many other functions, it has power to issue permits, make agreements or limit access. It can appoint officers to conduct patrol and enforcement activities. The Act also provides for the collection of fees from users.

The RAM Act has worked satisfactorily on the few occasions it has been applied – at present only Fraser, Moreton and Green Islands. The Brisbane Forest Park is administered under a multi-departmental arrangement under its own legislation, which was the forerunner to the RAM Act. The strength of the RAM Act is its ability to bring together a number of resource managers under the one head of power. It thus has the potential to simplify co-ordination.

One of the features which has kept the Act from being applied more often is that representation on the Authority and the Board is confined to the national parks and State forests functions. In practice other Ministries or agencies have been reluctant to put lands, which are under their responsibility within the ambit of the RAM Act. Local governments in particular are unlikely to hand over responsibilities to a board on which they are not represented.

One other problem is inherent in any system trying to bring separate landholders together. Such systems attempt to overcome the negative aspects of landholder sovereignty, without jettisoning the positive aspects. But the tools available to improve management are mostly applied on a property-by-property basis, by negotiation between the body controlling that tool and the landholder. This means that the advantages of having an additional co-ordinating body active at the operational level are not always obvious.

6. MECHANISMS WHICH APPLY OVER LEASEHOLD LAND

6.1 The State may lease land for a term of up to 50 years (100 years if a major high-investment development or timber plantation), or in perpetuity. A range of types of lease was replaced in the 1994 legislation by just term and perpetual leases, but cases of various other types survive and are subject to transitional arrangements. On leasehold land, the mechanisms available to encourage sustainability include:

- all leases are subject to a condition that the lessee has a duty of care for the land (S.199). This is a new section and applies to all leases, no matter when issued;
- all leases are subject to a condition that the lessee must give the Minister information about the lease when asked (S.201). In other words, a lessee could be asked to report upon the condition of the land or of some valuable resource on it. The information would be such as may be necessary for the Department to discharge its land allocation responsibilities; and would not extend to the level of detail that a lessee might require for their own property management purposes;
- the Minister may change the conditions, with the agreement of the lessee (S.210). In other words, a condition could be written that a part of the lease be protected from grazing;
- the Minister may approve an application by a lessee that a lease be used for additional purposes (S.154). So 'nature conservation' or similar could be added to the purpose of a lease issued for grazing;
- the conditions of new leases (*i.e.* those issued under the 1994 Act) can be reviewed every 10-15 years (S.211). It is possible for the Minister, as a result of the review, to change the conditions in order to achieve protection or sustainability of the land (S.212). This is the only power to change the conditions without the lessee's agreement;
- the Minister may issue a *remedial action notice* to protect leased land if it is at risk of serious degradation, or if the duty of care is being breached, or if the land is being used beyond its capability (S.214).

6.2 A condition of a lease may specify that a 'property resource management plan' is to be prepared and is to be kept up to date. A condition may specify that "The property is to be managed according to the Plan XYZ appended to this lease". However, a condition cannot impose an open-ended or non-visible obligation upon a lessee: for example, it is inappropriate to specify that "The property is to be managed in accordance with a management plan yet to be prepared". Guideline G32 *Writing Development Conditions* (section 4.3) is relevant. A separate Guideline on preparing a property resource management plan is available.

6.3 Tree Clearing

6.3.1 In addition to tree clearing controls exercised by local governments (a regulatory control), control over the timber resource on leasehold land is exercised in two ways:

- timber on leasehold land belongs to the State. (In the process of freeholding, the value of any commercial timber must be paid to the State, in addition to the raw land value, before an unencumbered deed of grant can issue). The harvesting of commercial timber products is under the control of the *Forestry Act 1959* and

consultation with the Department of Primary Industries (Forestry) is necessary before any felled timber (resulting from permitted land clearing) can be removed or sold or any commercial logging can take place. All sale of timber from State land is by DPI Forestry;

- the *Land Act 1994* specifies that a permit must be obtained for the broadscale clearing of trees on any leasehold or reserved property. The Department of Natural Resources may require a 'tree management plan' to be submitted in applying for a permit. Clearing for routine property management (as defined in the *Land Act 1994* and other than in defined critical areas) can be undertaken without a permit.

Note: Within all watercourses in Queensland, regardless of land tenure, the provisions of the *Water Act 2000* also apply to the clearing of native vegetation.

7. MECHANISMS WHICH APPLY OVER RESERVED LAND

7.1 State land can be reserved (s.31, *Land Act*) for any of the purposes specified in Schedule 1 of the Act, specifically:

Aboriginal purposes
beach protection
coastal management
drainage
environmental purposes
heritage, historical & cultural purposes
natural resource management
navigational purposes
open space & buffer zones
parks and gardens
public boat ramps, jetties and landing places
public halls
public toilet facilities
roads
scenic purposes
scientific purposes
showgrounds
sport and recreation
strategic land management
Torres Strait Islander purposes
travelling stock requirements
watering-places.

Under earlier legislation, it was possible to set aside land for *operational* purposes such as works depots, water supply, sewerage plants and abattoirs, but since 1994 reservation has been restricted to the above *community* purposes – operational land is now allocated as freehold or leasehold. Many long-standing reserves for operational purposes remain, however.

7.2 Freehold or leasehold land - even if owned by the State - must be surrendered to the State before it can be reserved. A special case applies in new subdivisions. (Under Ss.50(a) and 51(3) Land Title Act, land shown on a plan of subdivision as a reserve or park becomes

unallocated State land upon registration of the plan and is reserved by subsequent notice in the gazette).

7.3 With respect to the previous section it should be noted that the *Integrated Planning Act 1997*, S.5.1.15 now allows a local government to require a developer, as an alternative to paying infrastructure charges, to give in fee simple part of the subject land and if that land is for local community use, it must be given on trust. Such land may appear on the plan of subdivision as an ordinary unidentified allotment in which case it will be retained by council in freehold title. Council would obtain from the applicant a transfer of the particular lot in fee simple as a requirement of sealing the plan and arrange for its lodgement together with a deed or instrument of trust. The transfer could be lodged either in conjunction with or after registration of the plan.

7.4 On reserved land, the available provisions include the following:

- the Minister may, by gazettal, change the purpose of a reserve (S.31). So a recreation-related purpose could be added;
- appointment of trustees. A trustee of a reserve can be a public authority, an incorporated body, a group of individuals, or an individual (S.44). Also, the official trustees (often the local government) can appoint a community committee with an advisory role, but it has no legal powers in relation to the reserve.
- the Minister may appoint a trustee subject to conditions (S.45). This may include a condition that the trustees abide by a management plan;
- a trustee has a duty of care for the trust land (S.46);
- leasing to a private party. The State can issue a lease directly (S.32), or the trustees with approval can issue a lease (S.57) , for up to 30 years for a purpose consistent with the purpose of the reserve. Departmental policy requires that a management plan be submitted before the Minister will approve of secondary leases for commercial purposes such as licensed clubs. Leases are often issued for grazing but this is problematic as grazing, a *private* activity, usually diminishes the condition of the *public* reserve and hence its value for its gazetted *public* purpose. Leases can however incorporate conditions requiring rehabilitation or some other protective action, or compliance with a management plan.

7.5 Reserving the land and appointing trustees are convenient ways of giving statutory protection to a site and of involving the community in its management.

8. CONCLUSION

8.1 A wide range of tenure-related mechanisms is available to manage natural resources. It is recommended that those who are charged with responsibilities for improving the management of land become familiar with the range of existing useful mechanisms. Then they must choose in each case a mechanism, which is appropriate to the circumstances and the inclinations of the landholding person or authority and follow through with the administrative actions necessary to apply it.

End of Guideline G3

Amended 4 Dec. 2003 to clarify language in 6.2 regarding management planning
Amended 30 Jun.2004 to reflect change of Departmental and Business Unit names.