

# Exploring the permanence of conservation covenants

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24 **Abstract**

25 Conservation on private land is a growing part of international efforts to stem the decline of  
26 biodiversity. In many countries, private land conservation policy often supports in-perpetuity  
27 covenants and easements, which are legally binding agreements used to protect biodiversity on  
28 private land by restricting activities that may negatively impact ecological values. With a view to  
29 understand the long-term security of these mechanisms, we examined release and breach data  
30 from all 13 major covenanting programs across Australia. We report that out of 6,818 multi-  
31 party covenants, only 8 had been released, contrasting with approximately 130 of 673 single-  
32 party covenants. Breach data was limited, with a minimum of 71 known cases where covenant  
33 obligations had not been met. With a focus on private land conservation policy, we use the  
34 results from this case study to argue that multi-party covenants appear an enduring  
35 conservation mechanism, highlight the important role that effective monitoring and reporting of  
36 the permanency of these agreements plays in contributing to their long-term effectiveness, and  
37 provide recommendations for organizations seeking to improve their monitoring programs. The  
38 collection of breach and release data is important for the continuing improvement of  
39 conservation policies and practices for private land.

## 40 Introduction

41 It is widely recognized that stemming the decline of biodiversity requires a greater focus on  
42 conservation efforts targeting private land. With private land covering a large part of the  
43 terrestrial landmass and supporting important biodiversity, its significance for conservation is  
44 gaining prominence in many countries, including Australia, Canada, the USA, New Zealand, Chile  
45 and South Africa ([Langholz & Lassoie 2001](#); [Ewing 2008](#); [Fishburn et al. 2009](#); [von Hase et al.](#)  
46 [2010](#)). The approaches used by policy-makers to conserve biodiversity on private land vary  
47 considerably, from voluntary to incentives-based schemes to regulation. A number of studies  
48 have recently evaluated these various approaches, including the effectiveness of incentive-  
49 based programs to protect biodiversity ([von Hase et al. 2010](#)), the ability of voluntary  
50 stewardship programs to conserve habitat ([Platt & Ahern 1995](#)), and the extent to which  
51 conservation easement programs contribute to reducing development pressure and  
52 maintaining biodiversity ([Pocewicz et al. 2011](#)). Studies have also looked at the degree to which  
53 private land conservation aligns with strategic conservation goals ([Kiesecker et al. 2007](#); [Adams](#)  
54 [et al. 2014](#)). Yet important questions still remain about the effectiveness and long-term  
55 consequences of private land conservation mechanisms ([Merenlender et al. 2004](#)).

56 Of growing importance in private land conservation policy is the establishment of Private  
57 Protected Areas (PPAs) – a protected area, as defined by the IUCN ([Dudley 2008](#)), under private  
58 governance ([Stolton et al. 2014](#)). PPAs are established in different ways in different countries,  
59 and the mechanisms used to protect biodiversity through legal or other effective means also  
60 vary. Here, we investigate two components central to private land conservation policy; the  
61 permanence (duration) and security (resistance to removal) of conservation agreements with  
62 landholders, focusing on conservation covenants as one form of PPA. We focus on examining  
63 these issues in Australia, which has a large number of individual conservation covenants  
64 ([Stolton et al. 2014](#); [Fitzsimons 2015](#)). We first provide background information on our case

65 study and the challenges around permanence and security for policy-makers, before presenting  
66 our results and using them as context to highlight the central role that monitoring and reporting  
67 of covenant releases and breaches plays in ensuring the long-term effectiveness of these  
68 agreements.

### 69 **Private land conservation in Australia**

70 As in many countries, conservation policy in Australia has historically focused on public land  
71 (Figgis 2004). Although public protected areas cover more than 65 million ha across 8.5 percent  
72 of the continent (DotE 2014), private and leasehold land covers over 62 percent of Australia's  
73 land area (AUSLIG 1993), and contains significant biodiversity value (Fitzsimons & Wescott  
74 2001). Many of Australia's threatened species occur entirely outside of public protected areas  
75 (Watson et al. 2011), as do some of the most threatened ecosystems (Figgis et al. 2005; Taylor et  
76 al. 2011). Although the long-term security of private land conservation mechanisms is not yet  
77 clear, with the continuing loss of biodiversity, and broad acceptance that the public  
78 conservation estate is insufficient on its own, private land conservation policies and programs  
79 are increasingly important (Gordon et al. 2011).

80 Conservation covenants are an important component of Australia's private land conservation  
81 policy mix. Similar to conservation easements in North America, conservation covenants are  
82 mostly voluntary, legally binding agreements between an authorized organization and a  
83 landholder (Todd 1997). They can apply to all or part of a property and are registered on the  
84 property title (Figgis 2004), usually running in-perpetuity. The vast majority are established  
85 primarily to protect land with high nature conservation value, where the landholder retains  
86 ownership but has a reduced 'bundle of rights', in effect giving up development and land-use  
87 rights incompatible with conservation ([Iftekhhar et al. 2014](#)). Whilst covenants can be tailored to  
88 individual properties ([Adams & Moon 2013](#)) each covenant contains a standard set of  
89 obligations which remain relatively fixed over the term of the agreement, with limited, site-

90 specific management requirements determined during establishment (Figgis et al. 2005). All  
91 Australian covenants are backed by specific enabling legislation (Fitzsimons 2015), specifying  
92 the body authorized to administer the covenant, typically a statutory authority.

93 Since the creation of the first conservation covenant in Australia, a Wildlife Refuge in New South  
94 Wales in 1951 (DECCW 2010), the number of covenants has grown considerably to 7,491 in  
95 2014 (Figure 1). This includes 4,894 covenants likely to meet the private protected area criteria  
96 in Australia which require the area to be valuable, secure through statutory provisions, well-  
97 managed for conservation, and clearly defined (see Fitzsimons 2015). With the number of  
98 covenants set to grow further, it is important to evaluate their permanence as a conservation  
99 mechanism.

100 *(insert Figure 1 here)*

### 101 **Permanence and security**

102 From a conservation policy perspective, the permanence and security of agreements with  
103 private landholders are central issues. Whilst permanence can relate to a number of ecological  
104 and social factors in conservation, here we focus on ‘permanence’ as the length of time that a  
105 conservation agreement (e.g. a covenant or easement) remains in place to protect conservation  
106 values (Fitzsimons 2006). An agreement’s permanence can have substantial implications for the  
107 persistence of conservation values ([Jones et al. 2005](#)), and is of particular importance on private  
108 land, where landholders and land uses can change frequently, especially amid pressure from  
109 mining, agriculture, and other types of development ([Cox & Underwood 2011](#); [Pocewicz et al.](#)  
110 [2011](#); [Adams & Moon 2013](#)). With covenant restrictions typically associated with the property  
111 title and lasting in perpetuity, they are commonly considered the most permanent private land  
112 conservation mechanism in Australia. Thus they are formally able be classified as protected  
113 areas and can contribute to Australia’s international protection targets (Fitzsimons 2006, 2015).

114 Related to permanence is an agreement's strength (its 'security'), which refers to the level of  
115 authority required to establish, alter and/or terminate or extinguish ('release') that agreement  
116 (Fitzsimons 2006). Although security provisions vary between programs, all covenants in  
117 Australia are backed by legislation (Fitzsimons 2015), with release usually requiring approval  
118 from multiple parties including a government Minister. The exception is the Wildlife Refuge  
119 program, which is only available in the state of New South Wales and is unique amongst  
120 Australian covenants for only requiring approval for release from a single party (e.g. the  
121 landholder) (Figgis 2004).

### 122 **Threats to permanence**

123 Although protected area downgrading, downsizing and degazettement (PADDD) is a known  
124 policy issue and has been noted as a threat to public reserves (Mascia & Pailler 2011), some see  
125 covenants as less secure than public protected areas (e.g. Centre for Environmental  
126 Management 1999). Of particular importance here are mineral exploration and extraction  
127 rights, which have been identified as an emerging threat to the natural values on covenants  
128 (Adams & Moon 2013; [Root-Bernstein et al. 2013](#)), although covenants do not have the legal  
129 ability to prevent such activities as mineral rights rest with governments, not landholders.  
130 Changing property ownership, market conditions and government policy have also been noted  
131 as threats to the permanence of private land conservation more generally (Figgis et al. 2005;  
132 Jones et al. 2005). In Australia, concerns over covenant permanence also relate to their  
133 relatively recent adoption (most covenants have been established since the 1990s (Fitzsimons &  
134 Carr 2014; Figure 1), compared to public protected areas, which saw considerable expansion in  
135 the mid to late 20<sup>th</sup> Century and some 274 (3.6%) of which are over 100 years old (DotE 2014).

136 Beyond these broader issues, a particular challenge for private land conservation policy globally  
137 is the identification and enforcement of 'breaches', which are instances of landholders failing to  
138 meet their obligations or violating the conditions of their agreement in some way ([Owley 2011](#)).

139 Breaches can vary in severity, and in extreme cases could lead to a release of the covenant. It is  
140 possible that the reasons behind breaches are similar to releases, and understanding these  
141 could allow for early and targeted intervention to prevent release. However, identifying  
142 breaches can be difficult for administering bodies, with the need to account for the agreement's  
143 flexibility ([Rissman 2010](#)), variability in permitted land uses ([Rissman et al. 2007](#)), changing  
144 ecological and social conditions ([Rissman 2014](#)), and financial and practical limitations on their  
145 capacity to monitor covenanted land ([Kiesecker 2007](#); [Korngold 2007](#); [Fitzsimons & Carr 2014](#)).  
146 Moreover, how administering bodies respond to breaches is important for ensuring the  
147 effectiveness of these agreements, faced with the costs of pursuing legal action ([Rissman &](#)  
148 [Butsic 2011](#)) or the consequences of modifying the boundaries and/or obligations of these  
149 agreements ('amendments') through time ([McLaughlin 2007](#); [Jay 2013](#)).

150 Little information exists on the permanence and security of PPAs in Australia. Here, for the first  
151 time, we collate and examine the available data on covenants from all major Australian  
152 covenanting programs (Table 1). Our initial motivation was to determine if data was available to  
153 answer the following three questions: i) what proportion of conservation covenants within the  
154 major covenanting programs have been released; ii) what proportion are known to have had  
155 their conditions breached; iii) what were the main reasons for the release or breach, and what  
156 factors could help predict these; and if so what are the main issues affecting the permanence of  
157 covenants?

## 158 **Methods**

159 Between October 2013 and January 2014, we asked individuals within the 13 major Australian  
160 covenanting organizations who were familiar with and had access to database records to  
161 provide the numbers of and reasons for covenant releases and breaches. We followed up

162 responses with further questioning where needed. The programs involved cover all states and  
163 territories (with the exception of the Australian Capital Territory; Table 1).

164 *(insert Table 1 here)*

165 Database records varied across organizations and programs – both in the detail (e.g. the type of  
166 impact caused the breach) and the style of recording (i.e. hard copy or electronic). Detailed  
167 information was not always available due to confidentiality, limited record-keeping, or the  
168 difficulty of retrieving data when resourcing restrictions precluded their ability to sift through  
169 hard copy records. Where only limited data was available, we asked program staff to instead  
170 provided estimates. The type of information provided by staff clearly fell into two categories: 1)  
171 ‘minimum bound estimates’, where staff provided the known cases but indicated that the true  
172 number was likely greater but unknown; 2) ‘rough estimates’, where staff were unsure of actual  
173 cases and could only provide a rough estimate. The description of the activities behind the  
174 covenant release and breach data were used to categorize these into common themes.

### 175 **Covenant releases and breaches**

176 We considered covenants ‘released’ if they had been signed over a particular piece of land in the  
177 past but had subsequently been removed from the land title (i.e. the covenant had been  
178 terminated in accordance with the relevant security provisions). Because obligations vary  
179 between programs, we considered a covenant ‘breached’ if its obligations had not been met, but  
180 the covenant had remained in place. We did not count third party damage (e.g. by neighbors) as  
181 a landholder breach, but recorded this information separately, as we consider this type of  
182 damage reasonably beyond the immediate control of the landholder and the administering  
183 body.

## 184 **Results**

### 185 **Covenant releases**

186 The single-party NSW Wildlife Refuge covenants had by far the highest number of releases,  
187 although this was based on the estimate provided by program staff (130 out of 673). A total of  
188 eight out of 6,818 multi-party covenants (0.12%) had been released across Australia, with  
189 Victoria (4) and Western Australia (3) having the highest numbers of releases (Table 2).

190 *(insert Table 2 here)*

191 For multi-party covenants, the reasons for release varied considerably, ranging from  
192 unauthorized timber removal to government acquisition or administrative error (Table 3). As  
193 examples, two early covenants were established on old farms, which were released after it  
194 became clear they had limited conservation value and were unsuitable for covenanting. Another  
195 covenant at Ironbark Basin in Victoria was released when the land was transferred to the State  
196 Government for inclusion in a national park. Arguably, in this case 'release' may not be the most  
197 appropriate term given the conservation values remained protected. Equivalent data for single-  
198 party Wildlife Refuges was unavailable, however indications from program staff suggests that  
199 these releases occurred predominantly at the request of the landholder.

200 *(insert Table 3 here)*

### 201 **Covenant breaches**

202 Detailed breach data was not available from most programs, which precluded deeper  
203 quantitative analysis. Of the available data, 71 breaches were reported (Table 2), with most of  
204 these in Western Australia (42) and Tasmania (20). However, given the constraints on covenant  
205 monitoring by the programs (Fitzsimons & Carr 2014), these reported breaches should be  
206 interpreted as minimum bound estimates, with the true number likely to be greater.

207 Some 43 of the 71 breaches (60%) had insufficient information for classification (Table 4). Of  
208 those able to be categorized, as a percentage of all reported breaches, most arose from land

209 clearing and/or development (13%), road construction (7%), forestry operations (7%) or  
210 unauthorized timber removal (7%). Some 25% of all breaches were attributed to a third party.  
211 In one third party breach, forestry contractors working on a neighboring property cleared  
212 vegetation on a covenanted property where the boundary delineation was unclear; in another  
213 case, a third party had gained illegal entry to the property and collected firewood.

214 *(insert Table 4 here)*

## 215 **Discussion**

### 216 **The importance of strong security provisions**

217 Using Private Protected Areas (PPAs) to conserve biodiversity is a growing approach in  
218 conservation policy. By definition, PPAs require protection through legal or other effective  
219 means (Stolton et al. 2014), and by extension, their effectiveness as a permanent conservation  
220 mechanism relates directly to the ease in which that agreement can be released, amended or  
221 enforced.

222 Focusing on Australian covenants as a form of PPA, our case study found only a small number of  
223 multi-party covenants had been released, suggesting they are a conservation mechanism with  
224 high permanence. Moreover, our study also highlights a clear distinction in the proportion of  
225 releases between covenants with differing security provisions, with a relatively high proportion  
226 of single-party Wildlife Refuge releases (19%) compared with multi-party covenants (0.12%).  
227 Considering the extent of legal challenges that permanent agreements face (Rissman & Butsic  
228 2011) and are likely to face in the future, this is a clear demonstration to policy-makers of the  
229 value of strong security provisions, whereby requiring authorization from multiple parties  
230 reduces the potential for release, and contributes towards ensuring these agreements meet  
231 their promise of in-perpetuity protection ([McLaughlin 2007](#)). We thus emphasize the  
232 importance for policy makers to consider and prioritize multi-party provisions to secure their

233 agreements. However, this extra security would have to be weighed up against the potential for  
234 these provisions to act as a deterrent to landholders entering the program (Kabii & Horwitz  
235 2006).

### 236 **Preparing for threats to agreements**

237 Whilst strong security provisions may help prevent release, the early identification of threats to  
238 these agreements could help policy-makers prepare and adapt to emerging issues. Part of this  
239 requires understanding the reasons why covenants are being released. The data analyzed in our  
240 study showed no standout cause for multi-party covenant release and instead, each appears a  
241 product of individual circumstances. However, in the single party Wildlife Refuges program, the  
242 higher number of releases was attributed to landholders opting to withdraw. Further research  
243 is needed to understand why landholders are leaving the program, for example by investigating  
244 landholder commitment and satisfaction with the covenanting program (e.g. Selinske et al.  
245 2015).

246 Beyond release, some breaches of obligations are a potential threat to the permanence of  
247 agreements, through damage to ecological values of the property which may in some extreme  
248 cases cause major loss in values, leading to covenant release. It is possible that the reasons  
249 behind breaches may be similar to releases, providing room for organizations to intervene early  
250 to prevent release. In our study, of those breaches with sufficient information, land clearing  
251 showed up as the biggest issue. Due to the limited available data, the extent of this issue is  
252 unclear, as are the reasons for clearing, but it highlights one of the key challenges for policy  
253 makers – how to minimize unwanted landholder behavior from a distance with minimal  
254 intervention. One approach could be for private land organizations to increase the level of  
255 enforcement and consider strengthening the compliance components within the legal  
256 agreement if needed (see Jay 2013). However, maintaining a strong and constructive  
257 relationship with landholders could help prevent the substantial costs associated with

258 enforcement ([Rissman & Butsic 2011](#)) and as a preventative measure, an increased focus on  
259 landholder support may help clarify landholder understanding of their obligations (Stroman &  
260 Kreuter 2014) and help uncover the reasons behind this clearing.

261 In response to breaches, a number of organizations mentioned covenant amendment as a  
262 preferred method of resolution to release, provided the property's ecological values remained  
263 protected. This fits with the findings of Rissman (2010), who noted that land trusts in the USA  
264 have an incentive to act moderately when obligations are not met. We did not look directly at  
265 amendments, and the data available from our study was insufficient to determine how many  
266 covenants have been amended, or even the nature of these changes (e.g. renegotiating  
267 boundaries or obligations). However, as amendments can relate to the permanence of covenant  
268 obligations and the effectiveness of these agreements for use in conservation policy, we  
269 highlight the need for programs to monitor and record the nature and extent of any  
270 amendments to permanent agreements and suggest this as an important area requiring further  
271 research.

272 Some organizations suggested that the turnover of conservation covenants to successor  
273 landholders may be developing into a policy issue, which has also been noted elsewhere (Collins  
274 2000; [Czech 2002](#); [Rissman & Butsic 2011](#); [Stroman & Kreuter 2014](#)). These are landholders  
275 who, for example, have purchased or inherited the property from the original covenantor.  
276 Without being original parties to the covenant, their ownership of protected properties may  
277 result in higher rates of legal challenge ([Rissman & Butsic 2011](#)) and/or breaching of conditions.  
278 It may be that successor covenantors prove an important predictor of covenant breach or  
279 requests for release, although understanding the reasons behind this requires further research.  
280 Policy makers would be well placed to consider ways of engaging and supporting new owners,  
281 as well as elderly covenantors who may need additional support in order to meet their  
282 obligations (see also Fitzsimons & Carr 2014).

283 Although a significant policy challenge, dealing with current and future owners of protected  
284 properties is only one dimension of permanence. Our case study suggests that policy-makers  
285 also need to account for actors outside of the direct agreement. Most breaches in our study for  
286 which detailed information was available were attributed to damage from a third party (25% of  
287 all known breaches). This has also been noted as an issue for easements in the USA (Rissman &  
288 Butsic 2011). This raises an important question for policy makers about who holds  
289 responsibility for monitoring, preventing and rectifying damage to covenanted properties  
290 resulting from trespass, particularly if the third party remains unidentified. Trespass is an issue  
291 for conservation areas in general, impacting both the public and private conservation estate.

292 As noted elsewhere, we also agree that the decoupling of above- and below-ground property  
293 rights is an important issue for conservation covenants ([Adams & Moon 2013](#); Root-Bernstein et  
294 al. 2013). In Australia, covenants do not provide protection for underground resources, with  
295 mineral exploration and extraction rights remaining in government ownership. Although this  
296 study shows that mining activities have not yet resulted in covenant release, it is likely that in  
297 the near future coal extraction will be permitted on a Nature Refuge covenant in the Galilee  
298 Basin in Queensland (Lauder 2013). This is an important policy issue, not only because mineral  
299 extraction can result in the loss of ecological value, but also because of the potential loss of  
300 public investment (McLaughlin 2012) and faith in conservation that has played an important  
301 role in funding the development of the private conservation estate.

### 302 **A need for improved monitoring and recording**

303 It is likely that the growth in permanent conservation agreements will continue, particularly  
304 with their increasing use via new pathways such as biodiversity offsets, which are growing in  
305 prominence internationally and in all Australian jurisdictions ([Bull et al. 2013](#)). It is possible  
306 that this will also lead to an increase in the number of releases and breaches, making effective  
307 monitoring of these agreements essential for identifying issues, supporting enforcement

308 ([Rissman & Butsic 2011](#)), and evaluating their ecological contribution. Whilst our study showed  
309 few releases, detailed breach information was limited, with the number of breaches occurring  
310 largely unknown. This is surprising given the prominence of permanence as a key feature of the  
311 mechanism, but such fragmented and incomplete data is not unique to covenants, having also  
312 been noted before for easements in the USA ([Wilson Morris & Rissman 2009](#)).

313 The relevant policy questions therefore become where, how and what to monitor? Limited  
314 resourcing of covenanting organizations makes monitoring a particular challenge ([Fitzsimons &  
315 Carr 2014](#)), and organizations may be best to focus their efforts where and when the probability  
316 of breach is highest ([Czech 2002](#)). From this study, a starting point may be in areas with known  
317 concentrations of successor covenantors or hotspots for third-party trespass. Aerial  
318 photographs, remote-sensing and predictive modeling techniques offer opportunities to identify  
319 possible breaches remotely, which could be used where resourcing limitations impede the  
320 recommended annual site visits (LTA 2004). Where breaches are hard to detect remotely,  
321 indirect observations, self-reporting and direct questioning of landholders could be used (see  
322 [Gavin et al. 2010](#)), and more generally, specialized landholder questioning techniques could  
323 help obtain estimates of non-compliance ([Nuno & St John 2015](#); [Thomas et al 2015](#)). When  
324 organizations collect breach data, we suggest other data should be recorded in addition to the  
325 location, actor (i.e. the landholder or a third party), and the type and extent of the damage. This  
326 should include both the landholder type (i.e. originator or successor) and where possible, the  
327 intention of the actor (i.e. accidental or intentional). Of course beyond identifying a breach,  
328 organizations must also ensure there are sufficient resources and capacity available for  
329 enforcement ([Rissman & Butsic 2011](#)).

330 Our study provides insights into the methodological challenges of multi-jurisdictional studies on  
331 conservation agreements. Obtaining sufficient and consistent breach data proved particularly  
332 difficult, due largely to organization resourcing constraints on its collection, differences in how

333 breaches are monitored and recorded across organizations (i.e. centrally or regionally,  
334 electronically or in hard copy), and privacy concerns over sharing this type of information.  
335 There were also challenges in analyzing across different programs (e.g. what constitutes a  
336 'breach' under different legislation or landholder agreements). However, our study highlights an  
337 opportunity to share data, pool resources and collaborate across organizations to allow for  
338 more detailed quantitative and qualitative studies in the future. For this, support is needed from  
339 policy-makers for more consistency in covenant monitoring (e.g. LTA 2014), as well as a  
340 coordinated approach to recording and sharing breach and release data in ways that address  
341 confidentiality concerns. This data should be in digital form in centralized and secure databases,  
342 such as the National Conservation Easement Database in the USA (USEFC 2014), with data  
343 sharing provisions to allow for comparison across different agreement types, such as US  
344 easements and Australian covenants. In Australia, the National Conservation Lands Database  
345 (DSWEPaC 2011) has the potential to be an equivalent portal, although its future viability is  
346 currently uncertain.

347 As the role of PPAs in protecting biodiversity grows, so does the need to ensure they remain an  
348 effective part of the conservation policy toolkit. The numbers of covenant releases and known  
349 breaches in our case study were low, suggesting that covenants may be an enduring mechanism  
350 for conservation, although we acknowledge the likely under-reporting and minimal data  
351 available for breaches. However, ongoing compliance monitoring of covenant breaches and  
352 releases will allow policy-makers to respond to issues as they arise, and will also enable future  
353 comparison of the permanence of PPAs to the public estate and other protected area categories.  
354 This data is key to understanding the permanence and long-term effectiveness of these  
355 agreements and crucial for improving the sustainability of conservation policy on private land.

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497 Figure legend

498 Figure 1. Cumulative trend in the number and area of covenanted properties in Australia. Columns  
499 represent covenanted area, and the triangles represent the number of covenants. Darker green  
500 columns and filled triangles indicate National Conservation Lands Database (DSEWPaC 2011)  
501 data, lighter green and the hollow triangle represents data collected for this study.

502

503 **Table 1. Details of the covenanting programs included in this study.**

State	Covenant program	First covenant	Covenanting organisation	Security
NSW	Conservation Agreement	1990	Office of Environment and Heritage	Multi-party
NSW	Trust Agreement	2005	Nature Conservation Trust of NSW	Multi-party
NSW	Registered Property Agreement	1997	Office of Environment and Heritage	Multi-party
NSW	Wildlife Refuge	1951	Office of Environment and Heritage	Single-party
NT	Conservation Covenant	2009	Parks and Wildlife Commission NT	Multi-party
Qld	Nature Refuge and Coordinated Conservation Area	1994	Department of Environment and Heritage Protection	Multi-party
SA	Heritage Agreement	1994	Department of the Environment, Water and Natural Resources	Multi-party
Tas	Conservation Covenant	1999	Department of Primary Industries, Parks, Water and Environment	Multi-party
Vic	Conservation Covenant	1986	Trust for Nature (Victoria)	Multi-party
Vic	Section 69 Agreement	1987	Department of Environment and Primary Industries	Multi-party
WA	Conservation Covenant	1971	The National Trust of Australia (WA)	Multi-party
WA	Nature Conservation Covenant	1990	Department of Parks and Wildlife	Multi-party
WA	Conservation Covenant	1980	Department of Agriculture and Food	Multi-party

504

505 **Table 2. Number of covenants, area covenanted, releases and breaches, by covenant type.**

State	Total	Area	Percentag	Number	Percentag	Number	Percentag
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	number of covenant s in place	covenanted (ha)	e of private land area* in the jurisdictio n that is covenante d	released	e released	breached	e breached
<i>Single party covenants</i>							
New South Wales	673	1,889,791.52	2.65	130 <sup>†</sup>	19.31	n/a	n/a
<i>Multi-party covenants</i>							
Western Australia	2,016	1,322,684.69	1.20	3	0.15	42 <sup>‡</sup>	2.08
South Australia	1,523	646,280	1.12	0	0	1 <sup>‡</sup>	0.07
Victoria	1,419	64,741	0.42	4	0.28	4 <sup>‡</sup>	0.28
New South Wales	672	170,595.35	0.24	0	0	4 <sup>‡</sup>	0.60
Tasmania	731	84,655	3.11	1	0.14	20	2.74
Queensland	455	3,439,875	2.20	0	0	0	0
Northern Territory	2	131,043.01	0.19	n/a	n/a	n/a	n/a
National total (multi-party only)	6,818	5,859,874.05	1.22	8	0.12	71	1.04
National total (single and multi-	7,491	7,749,665.57	1.61	138	1.84	71	0.95

party covenants)

506 \* includes indigenous land; † Detailed records unavailable and the numbers represent staff member's rough estimate.  
507 ‡ Detailed records unavailable and the numbers here are cases specifically known to staff and represent minimum  
508 bounds.

509

510 **Table 3. Reported reasons for covenant releases**

Reason		No. reported cases
<b>Multi-party releases</b>	Site subsequently deemed unsuitable	2
	Acquired by state government for development	2
	Ceded to government as reserve	1
	Unauthorised timber removal	1
	Administrative error – unintended covenant	1
	Elderly landowner – unable to meet obligations	1
	<b>Total multi-party releases</b>	<b>8</b>
<b>Single-party releases</b>	Releases at landholder request	130*
	<b>Total single-party releases</b>	<b>130</b>

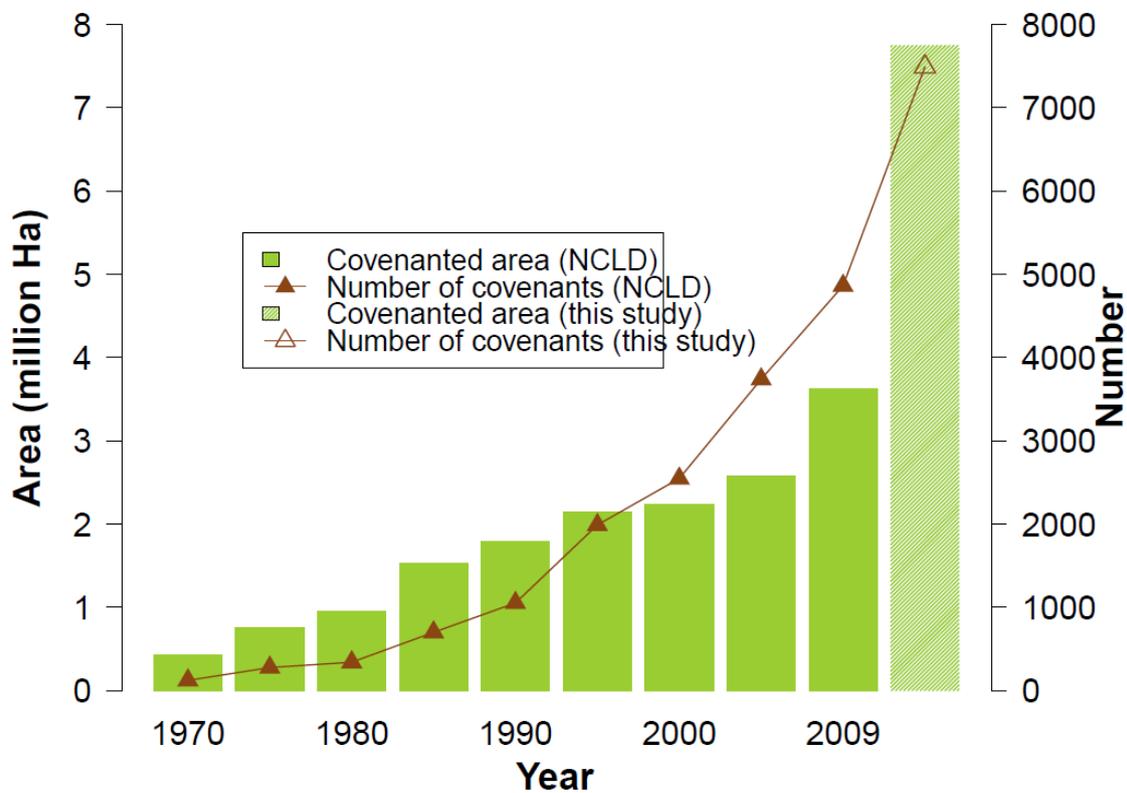
511 \* Detailed records unavailable and the type and number of releases represent staff member's rough estimate.

512 **Table 4. Summary of available information on covenant breaches and the responsible parties.** Numbers  
513 represent minimum bound estimates.

Reason	Party responsible			No.
	Landholder	Third	Unknown	

	Party			reported cases
Land clearing and/or development	6	3	-	9
Road construction	1	4	-	5
Forestry operations	-	5	-	5
Unauthorised timber removal (e.g. firewood)	-	5	-	5
Dumping rubbish	2	-	-	2
Management actions incomplete	1	-	-	1
Recreational vehicles	-	1	-	1
Unknown / insufficient information	-	-	43	43
<b>Total reported breaches</b>	<b>10</b>	<b>18</b>	<b>43</b>	<b>71</b>

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