



stewardship

operational procedures manual

the wise and sustainable use of the land

Stewardship is the practice of carefully managing and usage to ensure natural systems and biodiversity are maintained or enhanced for future generations.

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1.1 Background

It has been recognised that in order to effectively conserve South Africa's biodiversity, conservation efforts must focus outside of formerly protected reserves, considering 80% of the country's most scarce and threatened habitats are privately owned. This requires a new approach to conservation extension and a shift away from reactive extension (i.e. responding to problems and enforcing regulations and permitting procedures) to proactive extension (i.e. engaging with a landowner before a problem is created) where stewardship is encouraged. To these ends, extension officers need to be better equipped with people skills relating to relationship building, conflict resolution, land negotiation, as well as hands-on knowledge, in the form of practical guidelines for managing natural ecosystems.

The demographics of land tenure are currently changing in South Africa as land reform programmes are being implemented. With the likely increase in the percentage of land under the ownership of emerging farmers, these landowners will require even greater assistance than what they currently receive for natural resource management and land conservation issues. For this reason, improving the skills base of extension officers is in keeping with the changing socio-political climate in this country. The traditional aim of extension in the agricultural sector is to empower people to such a degree that they become independent decision-makers. The overarching aim of extension, in the context of the Stewardship Programme, is to create partnerships between landowners and conservation organizations or departments to ensure that the security and appropriate management of endangered ecosystems is achieved. For conservation extension to be effective, it must meet the legitimate needs and objectives of the landowners and communities who live in the landscape where the conservation agency is operating.

1.2 Piloting a new approach

Increasing the profile of private conservation amongst the many responsibilities of the provincial conservation agency, local authorities and landusers themselves requires dedicated support and capacity. To these ends, CapeNature and the Botanical Society of South Africa launched a two year partnership project in November 2002, funded by the Critical Ecosystem Partnership Fund. The purpose of the pilot phase was threefold:

- 1. To develop skilled conservation extension service capacity in CapeNature
- 2. To develop a range of stewardship options for private land
- 3. To test the implementation of these options in pilot areas using appropriate incentive measures

The implementation process followed was developed along the way, as the process was tested with a number of landowners as pilot cases. This operational manual is the product of two years of trial and error, and lessons learnt along the way. For this reason, there are still some gaps in knowledge and products under development. It is therefore recommended that users of this manual get in touch with the Stewardship Programme Manager in order to obtain some of the latest versions of various products referred to in this manual (e.g. site assessment form, Management Plan proformas, and all legal contract proformas).

1.3 The definition of Stewardship

Stewardship refers to the wise use, management and protection of that which has been entrusted to you. Within the context of conservation, stewardship means wisely using natural resources that you have been entrusted with on your property, protecting important ecosystems, effectively managing alien invasive species and fires, and grazing or harvesting without damaging the veld.

1.4 The vision of Stewardship

The vision of the Stewardship Program is threefold:

- To ensure that privately owned areas with high biodiversity value receive secure conservation status and are linked to a network of other conservation areas in the landscape.
- To ensure that landowners who commit their property to a stewardship option, will enjoy tangible benefits for their conservation actions.
- To expand biodiversity conservation by encouraging commitment to, and implementation of, good biodiversity management practice, on privately owned land, in such a way that the private landowner becomes an empowered decision maker.



Towards a culture of responsible land use

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1.5 Central Principles

The Central Principles of the Stewardship Programme are as follows:

- **Site security is all important** – without securing the conservation status of land and giving it legal status, the future existence of that site is not guaranteed. i.e. basing conservation of irreplaceable biodiversity on gentleman's agreements alone is very risky!
- **Landowner-focused extension is the key** - One of the main reasons why biodiversity is disappearing at an alarming rate on private land is because there has been insufficient "feet on the ground" and capacity within CAPENATURE to inform, help and support those who make decisions about private land use.
- **Focus on priorities** – i.e. make conservation count in the areas that it counts! Resources, time and energy are wasted when conservation effort is expended in areas that are not priorities for conservation (either because that type of vegetation or ecosystem is sufficiently protected, not under threat or has become irreparably disturbed).
- **Biodiversity is the bottom line!** – decisions made about which properties should be the focus of conservation investment should be very defensible and based entirely on the biodiversity value of the land, and not who owns the land, their political or economic status etc.
- **People's needs matter!** – For a private land extension programme to be effective, the approach must be centred on two things: i) understanding the attitudes and motivations of the residing people; and ii) meeting the needs of these people as far as possible that would enable them to better manage the natural habitats on their properties.

1.6 CapeNature's three Stewardship options

The Three Stewardship options that the CapeNature Conservation Stewardship Programme are promoting include:

1. Conservation Areas
2. Biodiversity Agreements
3. Contract Nature Reserves

① *More detail is provided on each of these options in the following chapter.*

Why do we need new stewardship options?

There are many past & existing conservation designations that can be applied to privately owned land. However, there are a number of limitations in each of them that necessitates a re-look at the tools at our disposal, as follows.

Conservancies

Conservancies are groups of neighbouring properties which co-operatively manage their environment with a common vision. While these certainly provide a valuable platform for improving the environmental ethic amongst landowners and promoting co-operation between neighbours, conservancies have the following flaws...

- No site security – i.e. conservancy members are not legally obliged to set aside land for conservation and can easily pull out.
- Reliant on individual enthusiasm – if the chairperson or keen driver of the conservancy moves or pulls out, conservancies are prone to collapse.
- Require much admin to keep such a multi-stakeholder initiative running & effective.

Private Nature Reserves (PNR's)

Private Nature Reserves are catered for in the 1974 Western Cape Nature Conservation Board (WCNCB) Ordinance and more than 50 have been proclaimed in the Western Cape between 1974 and 2002. While the declaration of a PNR on a property provided the landowners with status & recognition, this designation is flawed in the following respects:

- No site security – although legally recognized in the 1974 WCNCB Ordinance, these sites are automatically deproclaimed with a change of land ownership. It is up to the will of the new landowner to continue the PNR status. This means that any investment in the site or relationship built between CapeNature and the landowner is lost every time the property changes hands.
- No management guidelines or obligation to manage – very few PNR's are regularly inspected and once proclaimed, the landowner is often left to manage it on their own without much input or advice.
- Biodiversity value of the land does not always warrant the status – PNR status is often awarded on landowner willingness alone and not on an objective assessment of the conservation value of the land. In this way "lollipop" PNR's have been proclaimed, which enjoy the label & marketing advantage but do not protect high priority biodiversity, or have land that has been previously disturbed, is severely alien infested etc.

Natural Heritage Sites (NHS)

These were previously proclaimed by the Department of Environmental Affairs & Tourism (DEAT), but this programme is now no longer running. While NHS's enjoyed good recognition and status, the limitations include:

- Site security – once again, a NHS does not have legal status and it is up to the goodwill of the landowner to continue them.
- No obligation to manage – there was very little auditing or control over sites once NHS status was awarded, and landowners were often left to manage them as they saw fit.
- No auditing – very seldom did any Natural Heritage Sites get audited, if ever. And what auditing was done, was very cursory and did not interrogate the appropriateness of current management.

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Sites of Conservation Significance (SOCS)

These are catered for by the 1974 Cape Nature Conservation Ordinance and are meant to provide some form of recognition for sites that don't qualify for Natural Heritage Site status. However they have the same limitations as Natural Heritage Sites including:

- Site security
- No obligation to manage
- No auditing

Protected Natural Environments (PNE's)

These designations were catered for in the National Conservation Act. Five such areas were proclaimed in South Africa, prior to 2003. They comprise large, multi-stakeholder areas of adjoining properties. Their limitations included the following:

- No regulation or management regime
- Much administrative effort is required to keep the designation operational and effective considering they comprise of many land users

Protected Environments (PE's)

These are provided for in the recently promulgated Protected Areas Act 2004, and replace PNE's. They are the most flexible but least secure type of protected area. Although there are relatively few restrictions in a Protected Environment, mining and prospecting is only permitted with the Minister's permission. The Minister or MEC may issue regulations restricting inappropriate development or other activities that affect the PE.

Limitations include:

- Limited site security - there are relatively few restrictions on Protected Environments, and several other land uses can be accommodated within them.
- They resemble a land use control more than a conservation management mechanism.

Biospheres

Limitations include:

- Zonation of core, buffer & transition does not necessarily stop development nor does it offer site security for individual properties.
- Their multi-stakeholder, multi-landowner composition creates much admin and often much dispute and politics (as they are often managed by Section 21 companies fraught with individual agendas). Historically, biospheres have not been very successful in South Africa. After their proclamation, momentum often tapers and very little actually happens on the ground. Normally a single champion holds the biosphere together, and when they pull out or move on, the proactivity of the biosphere can sometimes grind to a halt.

Only advantage – biospheres generally improves general environmental awareness within the area.

Apart from the above-mentioned designations, there are many more options, each of which has their own characteristics such as...

- Mountain Catchment Areas
- "Friends of..." groups

This can become rather confusing for a landowner – which option is the most suitable for their needs? For these reasons, CapeNature has reduced and simplified the suite of options into three – namely Contract Nature Reserves, Biodiversity Agreements and Conservation Areas.

Note: Existing types of protected areas & previous designations (e.g. Natural Heritage Sites, PNR's) can be accommodated within this structure, by re-classifying them into the appropriate stewardship option according to the applicable criteria.

1.7 How does Stewardship link up with LandCare Area Wide Planning?

It is understandable if after hearing about the Stewardship Programme, the feeling is "not another initiative!", as there are constantly new approaches being devised in conservation and natural resource management. However, it is important to realize what stewardship is bringing to the table that other initiatives don't, and where the opportunities are for close collaboration and partnerships. A point in case is LandCare Area-Wide Planning.



LandCare funds have been successfully used to clear invasive alien vegetation as an incentive for Stewardship landowners.

The Department of Agriculture in South Africa has launched a new strategy called LandCare Area Wide Planning (AWP), which is being implemented by the provincial departments. In the Western Cape, the Resource Conservation section of the Provincial Dept of Agriculture has begun piloting the initiative starting in the Slanghoek Valley Area Wide Plan. The rationale for LandCare AWP is that to effectively address many natural resource issues (such as the degradation of soil by water and wind erosion, pollution of drinking water supplies, invader plant infestation or pest and disease infestations), planning must be conducted at a scale larger than an individual farm. To these ends, the Department of Agriculture has adopted a strategy for larger scale planning than the individual farm plan scale, in which local people identify and address the

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concerns of their community while striving to improve or maintain the health of the land. It is a locally-led, community driven problem-solving process that integrates social, economic and ecological concerns over defined geographical areas. LandCare AWP uses the IDP (Integrated Development Planning) process within a municipality as the vehicle to obtain these goals.

At first glance, LandCare Area-Wide Planning has many objectives in common with CapeNature's Stewardship Program. So in what respects do these initiatives differ? An AWP process led by the community with the assistance of Dept of Agric. will map the natural resources in the area at a 1:10 000 scale, in order to get detailed and accurate landuse information (e.g. waterways, natural veld, agricultural land, old fallow lands). Information is gathered from the landowners about what their current problems are as well as future landuse plans, through a needs analysis. This might reveal potential areas of conflict between conservation & agricultural plans for that land. However mapping the resources & identifying community projects which LandCare can help fund, does not affect the future legal status of portions of land or necessarily ensure that critical ecosystems are conserved and not developed. This is where stewardship can offer the legal tools to secure portions of conservation-worthy land with landowners, and offer benefits and extension services to such willing landowners.

During the Stewardship Project pilot phase, staff from both institutions collaborated and worked closely together. It became clear in the Slanghoek example, that landowners were much more receptive to stewardship after an Area Wide Plan for the community had been completed, as a result of the emphasis on the sustainable use of natural resources and heightened awareness created. It is therefore recommended before implementing a stewardship programme in an area, that contact is made with representatives of the Provincial Department of Agriculture for that region to discuss how a LandCare AWP initiative could be initiated and integrated simultaneously with off-reserve conservation efforts.

In summary, Stewardship can provide:

- Expertise on the legal framework for private conservation within SA legislation
- Site security through two of the stewardship options including Contract Nature Reserves & Biodiversity Agreements
- Professional support team of conservation extension expertise
- Competent land management interventions (e.g. fire management)
- Lobbying force for a suite of incentives
- Spatial planning at 1:50 000 scale to identify broad conservation priority areas

LandCare AWP can provide:

- Community led approach to natural resource planning
- Spatial planning at 1:10 000 scale (i.e. individual farm maps of land use & natural resources)
- Links to the IDP process of local government
- Integrated and diverse partners

1.8 The purpose of this Operational Procedures Manual

The purpose of this document is to equip:

- extension staff (from government, provincial agency, local authority or NGO's) whether it be from the agricultural or environmental sector
- Nature reserve managers who interact with reserve neighbours
- and any other staff who interact with landowners, with a knowledge of stewardship principles and how to implement conservation stewardship in a landscape through landowner interactions and negotiations.

1.9 Important provisos for reading this Operational Procedures Manual

1. A **'Steward'** is a landowner or manager, or other philanthropic person or organisation that is responsible for decisions pertaining to land and its use, where there is a voluntary or contractual commitment to manage the land, to ensure provision of sustainable ecosystem goods and services and/or conservation of specific elements of biodiversity.
2. **'Stewardship'** is the practice of carefully managing land usage to ensure natural systems and biodiversity are maintained or enhanced for future generations. Stewardship can be practiced on a voluntary / philanthropic basis, or as a result of regulation or contractual obligations. This practice may or may not be incentivised, and may be an individual or community acting in isolation or being supported by organizations and / or the State.
3. A **'Conservation Stewardship Programme'** is an integrative programme aimed at creating an enabling environment in which a sustainable land stewardship ethic can be encouraged in support of achieving the objectives of a Biodiversity Conservation Plan. This includes support of and lobbying for national and provincial interventions to create an enabling environment for land stewardship and for entrenching this land use in the long term.
4. The term **'Conservation Agency'** is used consistently throughout this document to refer to the organization that implements stewardship. However, this might differ according to the institutional arrangements in each province in South Africa, and could include a statutory board or government department, local authority or even a non-governmental organization, if deemed appropriate.

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5. The word '**landowner**' is used to refer to male or female owners of properties. In some cases, interactions will take place with the manager of the property, in the absence of the landowner. However managers and owners are not differentiated in this manual.
6. Stewardship can be applied to **communal or privately owned land**. However, stewardship implementation has not been rigorously piloted or tested in South Africa in communal areas and therefore the stewardship implementation steps outlined in this document are specific to stewardship on private land, and may need to be adapted for communal land scenarios.



One of the driving forces behind Stewardship is the broad network of partnerships.

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What are stewardship options?

Stewardship options refer to the alternatives available to private landowners that either wish to set land aside for conservation or utilize the land sustainably.

2.1 Voluntary Conservation Areas

Conservation Areas are flexible options with no defined period of commitment.

Applicability

Any natural land is suitable, but if the land has rare or endangered habitats this option is recommended, unless this is seen as part of a plan to progress to higher conservation security.

Duration

No specific duration is specified. A Conservation Area is valid for as long as the landowner wishes the designation to be valid.

Zoning

The existing zoning of the land (e.g. Agriculture) may remain - re-zoning is not necessary.

Access

Landowner determines who may have access, apart from CAPENATURE. CAPENATURE must notify landowner of intended access.

Legal status

Conservation Areas have no legal status and they are entered into purely on a voluntary basis. Therefore when the property is sold, the new owner is under no obligation to continue the designation as no restrictions are placed on the title deeds, and there is no legal contract involved.

Conservancies are NOT, in terms of the legislative definition, protected areas. They are informal collaborative management arrangements between neighbouring landowners and/or communities, regarding mutual environmental management goals. They are usually registered with provincial conservation agencies, but as they involve no formal management or long term security for the biodiversity they contain, conservancies should not be viewed as protected areas and should only be eligible for the appropriate incentives i.e. where the incentives encourage collaborative effort which allows or protects landscape scale processes e.g. fire management, invasive plant management and natural corridors.

Conservancies are, however, a useful stepping stone to get people to co-operate with each other, and provide a valuable platform for interaction and communication with a larger group of people - particularly efficient for conservation extension personnel. Specific or key properties within a conservancy could be upgraded and declared as protected areas in terms of the Act.

It is important to note that conservancies do however provide an important voluntary land use limitation mechanism and provide important buffers to sensitive environments especially in landscapes where many land use practices limit or interrupt natural processes across the landscape,

Possible land use limitations

There are very few limitations placed on the landowner other than the area needs to retain its natural character. The landowner would still need to comply with all relevant, existing legislation.

Recognition

A property can be officially recognized as a Conservation Area once the owner fills in an application form, and this is approved by the conservation agency. A certificate of recognition could be awarded for the property or properties in the case of a conservancy.

Benefits to the landowner¹

It is suggested that benefits offered at this level should include professional advice and support from the agency through basic extension services.

- Basic habitat management guidelines and best practice advice
- Assistance with management plans and could be provided but at a very basic level and without as much time investment of the extension officer as would be provided for in management plans for the other two stewardship options.
- Farm maps can be compiled and printed for the landowner.

2.2 Biodiversity Agreements

Biodiversity Agreements are negotiated legal agreements between the conservation agency and a landowner for conserving biodiversity in the medium term.

Applicability

This option is suitable for conservation worthy land which is in a relatively pristine condition, including small isolated fragments. Alien plant infestation does not disqualify a property from receiving this status, provided the densities are such that they can still be managed and the habitat restored. Generally, if threatened ecosystems are represented, this status is insufficient and a higher status should be considered.

Duration

A minimum of 10 years is suggested.

¹ These benefits or incentive measures for all the stewardship options mentioned here, were available at the time of writing this report, and specific to what CapeNature could provide. Therefore the list is by no means exhaustive and could differ according to which provincial agency or organization is implementing stewardship.

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Zoning

The existing zoning of the land (e.g. Agriculture) may remain - re-zoning is not necessary.

Access

The landowner, his or her family and permitted friends can access the conserved area, provided the access is consistent with the provisions of the legal agreement.

General public are not permitted to access the conserved area, unless agreed to by the conservation agency (this is to protect the privacy of the landowner, but is not intended to limit ecotourism opportunities that the landowner might want to pursue – this can be accommodated for by consulting with the agency).

The agency must notify landowner of intended access, but has the right to access the property to fulfill their obligations under the Management Plan, to undertake scientific research and to ensure proper management and compliance in terms of the legal contract.

Legal status

This option does have legal status by virtue of a legal contract entered into between the landowner and the agency. However, the restrictions are not placed on the title deeds. Security is provided for the land in that should the landowner or agency not adhere to any of the terms in the contract or the Management Plan, then the other party can be prosecuted for breach of contract and may take any necessary measures to remedy the breach and recover costs and any damages from the offending party.

The Biodiversity Agreement Stewardship option is catered for in the National Environmental Management: Biodiversity Act, which caters for a Biodiversity Management Agreement (BMA) to implement any Biodiversity Management Plan. Any person or organisation may submit a plan to the Minister for approval.

The biodiversity management agreement in terms of the act, is intended to formalise the emerging relationships between government and landowners and communities, but remains an adaptable and flexible option.

** This seemingly obscure conservation option may very well be a vital means of making landowners eligible to receive assistance from government for land management in future. This assistance could be in the form of alien clearing investment from Working from Water, dedicated extension support from a conservation agency, or the ability to deduct land management expenses from income tax. A BMA should flow directly from a Biodiversity Management Plan. Because a landowner must consent to a BMA, there is an obvious element of willing compliance.*

Possible landuse limitations

The land must be managed in such a way that will support natural processes, which generally excludes any activity that may adversely impact any indigenous fauna and flora or their habitats and the natural state and flow of any water resource such as construction, prospecting, mining, subdivision, dumping, or commercial hunting.

Recognition

A property can be officially recognized as a Biodiversity Agreement once the owner signs the contract with the agency.

Benefits to the landowner

It is suggested that benefits offered at this level should also include professional advice and support from the agency through more advanced extension services than offered to Conservation Areas. Specific habitat management assistance such as alien plant clearing, fencing, fire & game management could be contemplated, according to the resources available to the agency.

The agency will draw up a Management Plan for the property (which in itself could save the landowner substantial consulting fees), with the input and consent of the landowner to guide and schedule management actions. All other incentives available to Conservation Areas are also applicable.



Landowners have access to agency expertise, which is employed in the compilation of a Management Plan for the property.

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2.3 Contract Nature reserves

Contract Nature Reserves are legally recognized contracts or servitudes on private land to protect biodiversity in the long term.

Applicability

This option is advised for critically important sites, especially those that contain examples of threatened ecosystems (such as renosterveld or lowland fynbos) or contain unique and exceptional biodiversity features. Areas that have been previously disturbed (e.g. old agricultural fields) would generally not qualify for this status. As with the Biodiversity Agreements, alien plant infestation does not necessarily disqualify a property from receiving this status, provided the densities are low and the habitat is restorable.

Duration

These agreements are applicable in perpetuity (i.e. forever)

Zoning

The conserved area² must be rezoned to Open Space III.

Access

The landowner, his or her family and permitted friends can access the conserved area, provided the access is consistent with the provisions of the legal agreement.

General public are not permitted to access the conserved area, unless agreed to by the conservation agency (this is to protect the privacy of the landowner, but is not intended to limit ecotourism opportunities that the landowner might want to pursue – this can be accommodated for by consulting with the agency).

The agency must notify landowner of intended access, but has the right to access the property to fulfill their obligations under the Management Plan, to undertake scientific research and to ensure proper management and compliance in terms of the legal contract.

Legal status

This option has secure, legal status on three levels:

- 1.) According to the new Protected Areas Act, No. 57 of 2003 any land (private, communal or municipal) can be contracted into a National Park or Provincial Nature Reserve, which implies that an entire cadastral property or merely a portion of one can be recognized as a national protected area.

Contract Nature Reserves must be declared a provincial nature reserve by the provincial MEC. For this to be effected, the landowner and MEC must sign a letter of consent to declare it a nature reserve, which must also include the restrictions for the site. This document is known as the "Agreement to Declare a Nature Reserve and Consent to Assign Management Authority".

- 2.) A legal contract (also referred to as a Protected Area Management Agreement for the site) is entered into between the landowner and the agency.
- 3.) A Notarial Deed is drawn up for the site detailing the restrictions which are placed on the title deed. This Notarial Deed is lodged at the deeds office and must be signed by the Notary Public. When the property is sold, the new owner is obliged to continue adhering to the restrictions in the notarial deed. This may also be referred to as a "Management Servitude" it equates to a Covenant in US and AUS.

Legal requirements:

The consent agreement would have to be signed by the MEC, the landowner and the CEO of CapeNature in the case of Nature Reserves.

- There are specific limitations and restrictions on Nature Reserves:
- There must be a management authority (in theory, this could be the owner) and a management plan must be drawn up.
- Access to privately-owned land must be governed by some agreement with the management authority; it is not necessarily open to the public, and the landowner does not have automatic rights to allow anyone to access the land.
- No mining or prospecting is allowed within the contracted area.
- The restrictions are recorded on the title deed of the property; they bind future owners, and will be in force for a minimum period (usually not less than 30 years).
- Management arrangements for the land will be negotiated between the owner and the management authority. However, the investment of scarce resources should be optimised through focussing only on the most crucial management objectives, and through an equitable sharing of the costs of conservation. In many cases, the landowner might be in the best position to manage the land.

Possible land Use limitations

Development consistent with protected area status will be permitted, development rights must be sought from the appropriate authority. Currently the mandate lies with DEADP and the local authority. The landowners access and residence rights are unrestricted.

² The **conserved area** is the natural habitat portion of the property which is subject to the stewardship agreement, which is distinguished from the **private area**. The private area is the demarcated portion of the property (as agreed to by the landowner) where their normal agricultural activities can continue and are not subject to the terms and conditions agreed to with the conservation agency. The private area also includes the landowner's residence, other dwellings and access roads.

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The land must be managed in such a way that will support natural processes, which generally excludes any activity that may adversely impact any indigenous fauna and flora or their habitats and the natural state and flow of any water resource such as construction, prospecting, mining, subdivision, dumping, or commercial hunting.

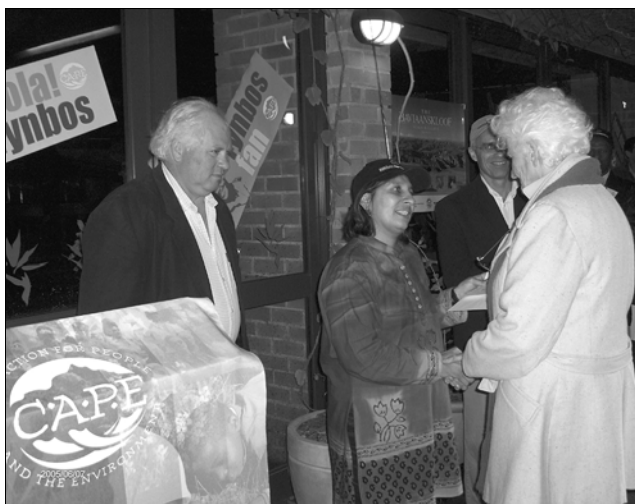
Commercial enterprises :

It is preferable to exclude commercial arrangements from contractual National Park or Nature Reserve agreements, and to cater for these separately. This exclusion is necessary because:

- The future of the conservation provisions in a contractual area could be jeopardised by tying them to commercial ventures which could fail.
- It is useful to draw out the landowner's true intentions behind wishing to contract the land into a protected area.
- Several incentives applicable to the "Conservation Area" may be jeopardised by the presence of commercial enterprises (e.g. the property rates exclusion for contract protected areas is disallowed on commercial, residential, agricultural or industrial property).
- The Protected Areas Act provisions around co-management agreements (Section 42) demand immediate withdrawal of the protected area declaration for the private land concerned, should there be any breach of a Co-Management Agreement that permits any commercial enterprise.

Recognition

A property can be officially recognized as a Contract Nature Reserve once the MEC signs the letter of consent to declare it a nature reserve.



A landowner receives her signed contract from the MEC at a gala event.

Benefits to the landowner

A significant incentive available in South Africa at this stage for Contract Nature Reserves is a municipal rates exclusion for the conserved area, as provided for in the Local Government Municipal Property Rates Act 2004.

This means that the landowner will not have to pay rates on the portion of their property that is subject to a stewardship contract, provided no commercial or agricultural activity takes place. The owner will still be liable for rates on any improvements to the property. (This does not apply to Biodiversity Agreements or Protected Environments because there is no long term security for biodiversity in terms of the rates foregone.)

The provision in the rates act which makes this incentive applicable states the following:

"Section 17.1 (e)

Other impermissible rates

17. (1) A municipality may not levy a rate—

(e) on those parts of a special nature reserve, national park or nature reserve within the meaning of the Protected Areas Act, or of a national botanical garden within the meaning of the National Environmental Management: Biodiversity Act, 2004, which are not developed or used for commercial, business, agricultural or residential purposes;"

- It is suggested that substantial assistance from the agency should be provided for specific habitat management interventions, such as alien plant clearing, fencing, fire & game management, based on the resources available to the agency.
- These sites should also have preferential access to government land management programs, such as Working for Water.
- Enhanced recognition and marketing exposure could be provided by the agency through the agencies marketing networks (e.g. website, magazine articles), should the landowner want any ecotourism assets marketed.
- The agency will draw up a Management Plan for the property (in more detail than that for Biodiversity Agreement), with the input and consent of the landowner to guide and schedule management actions.
- All other incentives available to Biodiversity Agreements are also applicable.

In addition to existing incentives, others have been proposed – for example:

- All assistance and incentives relating to Biodiversity Management Agreements should also be made available to contract protected areas (e.g. assistance from conservation agency staff in drawing up management plans, and
- A range of taxes and duties should be waived³, as the property concerned has been encumbered with restrictions in the public interest. This would include being exempt from transfer duty⁴ should the property be sold, estate duty should it be inherited, and donations tax if the property or the servitude over it is donated to a recognised conservation agency

³ Precedent for the waiver of transfer duty exists in the Provision of Land and Assistance Act of 1993. The future status of transfer duties is uncertain.

stewardship options

2

A summary comparison between biodiversity agreements and contract nature reserves

BIODIVERSITY AGREEMENTS	CONTRACT NATURE RESERVES
<i>Similarities</i>	
Both have legal status due to a contract between the landowner and the agency.	
<i>Differences</i>	
Shorter, finite duration – minimum of 10 years.	Longer, infinite duration – valid in perpetuity.
Legal status – <u>not</u> recognized as a national protected area.	Legal status – recognized as national protected area or nature reserve in terms of the Protected Areas Act, 2003.
Conserved area does <u>not</u> require rezoning.	Conserved area does require rezoning to Open Space III.
Restrictions are <u>not</u> attached to the title deed (i.e. No Notarial Deed is drawn up)	Restrictions <u>are</u> attached to the title deed (i.e. A Notarial Deed is drawn up)

stewardship implementation framework

3

Figure 1 provides an overview of the process that should be followed in order to implement stewardship in your area. Each Phase will be discussed in detail in the subsequent chapters in this manual. It must be noted that this process is by no means prescriptive. Flexibility is required with every landowner and in each particular community to gauge the order of the phases and how much time should be spent on each phase.

For example, introducing a landowner to his or her stewardship options may take one visit or several depending on their reaction. The information contained in the following chapters is not intended as a blueprint but as a broad first stroke to outline a Stewardship approach. The intention is to sketch a framework that will stimulate creative thinking to match the diversity of circumstances that confront stewardship officers.



It is vital to the process of implementing Stewardship that extension officers listen to and understand the views, concerns and needs of landowners.

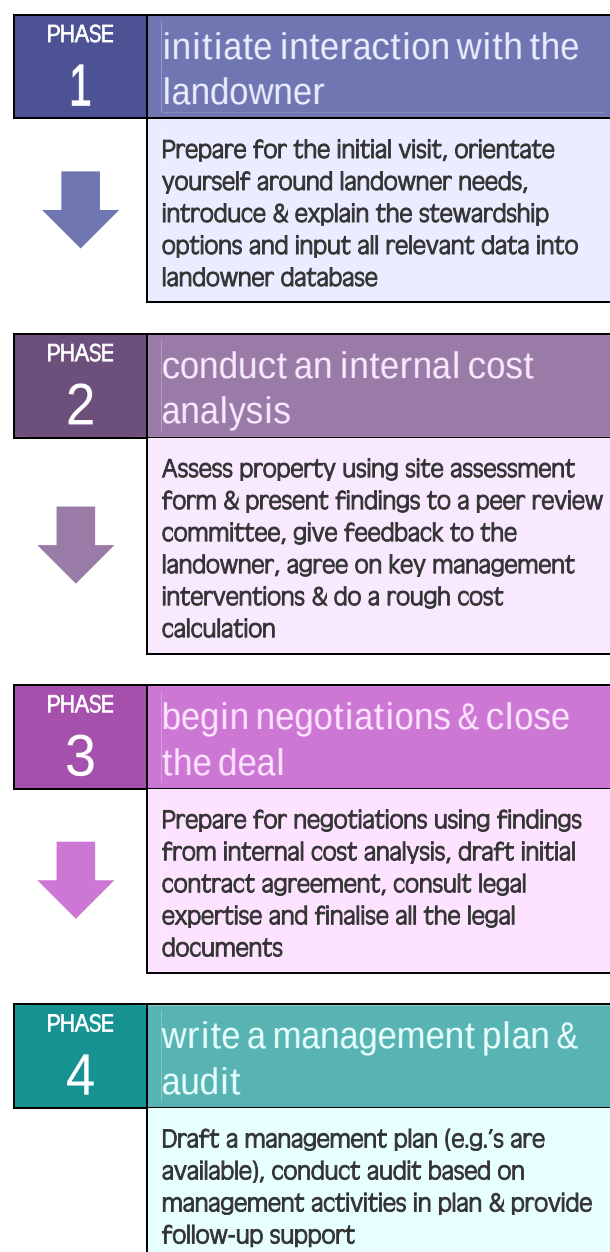


Figure 1. A Framework for Stewardship Implementation.

phase 1

initiating interaction with the landowner

3.1

3.1.1 Preparing for the Initial Visit

A Stewardship officer should be well prepared for the first visit and equipped with all the necessary “tools” and documentation that might be needed to refer to during the meeting.

Doing your homework

Gather information before the initial meeting and where no records exist this information will have to be obtained from direct interaction with the landowner. Before visiting the landowner the extension officer needs to research:

- The principles & policies of the organization or initiative you are representing.
- The physical environment of the property including vegetation types, climatic conditions, geology and general conservation priority based on systematic conservation plans for the area.
- The needs & socio-economic challenges of the community in which the landowner’s property is located.
- Background and records of previous encounters with nature conservation agencies and whether any permits or authorizations have been granted or denied.
- Information from the Department of Agriculture relating to the agricultural potential of the area, type of farming system, past & current land use, location and extent of arable areas.
- Background on the “human potential” in the area which may include:
 - Landowner characteristics - such as names, preferred language, land tenure, religious orientation, whether the major source of income to ascertain their dependency on the land.
 - Structure of the community - who are the formal community leaders and what formal organisations exist (e.g. conservancies, farmers study groups, farmers associations). From this generate a list of potential leaders to identify a community champion.
 - Institutional factors - What other government departments are active in the area and who are the extension personnel and sales reps from the private sector e.g. fertilizer and agro-chemical firms. What partnership opportunities exist?

Checklist for Landowner Meetings:

- **Map of the farm and of the area:** You can refer to this during the conversation - bringing out a map to refer to the extent of the property, boundaries and neighbours can be one of the best ways to get conversation going on an initial visit.
- **All relevant brochures and information:** A good idea is to assemble a folder or file of all the pamphlets available on a number of conservation topics to issue the landowner as their “Info Pack”. Refer to Appendix 6 for copies of the Stewardship brochures.
- **Field guides:** In case the landowner wants to walk through the natural area with you and wants to know the name of a species)
- **Photo album** (if available): Take along a photo album of any flora and fauna pictures taken in the area to

stimulate interest. For example, when trying to create awareness for renosterveld show the landowner photos of how beautiful renosterveld can look in spring with close-ups of special species, as many landowners only see renosterveld as “drab and scruffy”.

- **Site Assessment Form:** In case you observe features on the property while driving around that need to be captured for the site assessment.
- **Proformas of the legal agreements:** This should be made available in case the landowner wants to peruse the contracts up front in the beginning stages of negotiations.

Initial visit -creating a good impression

It is very important to make a good impression with a landowner at the first meeting or visit so that the landowner will welcome you back onto their property. In order to “get your foot into the door” by creating a favourable impression with a landowner, it is important to remember that an extension officer represents a standard bearer for a cause. A favourable personal interaction will create a favourable label for that cause and hopefully create a positive shift in attitude towards conservation for the landowner.



The successful implementation of Stewardship is largely dependent on the quality of the personal relationships extension officers are able to develop with landowners. The process is initiated and concluded with a handshake.

phase 1 initiating interaction with the landowner

3.1

Guidelines to Create a Good Impression:

- The **general appearance** of the conservationist is important, in particular the choice of clothing, which should be modest, neat and clean.
- If the **landowner's home language** differs from that of the extension officer, the officer must at least attempt to initiate communication in the same language, as this will enhance goodwill & mutual respect.
- **Adjust vocabulary and language style** to suit that of the landowner – i.e. avoid flowery, scientific jargon that might go “straight over their head”. Provision of an intricate scientific rationale for conservation is often completely wasted on the subject.
- Be an attentive and **sympathetic listener** – avoid a “know-it-all” attitude.
- **Knowledge and enthusiasm** (where possible) about the subject's interests (e.g. their children, farming or hobbies) will engender greater respect for “messages” which the extension agent may wish to later convey.
- Look for **common ground** regards generic topics to initiate conversation.
- The extensions officers should **not be perceived to be “telling landowners what to do”** concerning conservation on their properties.
- **Express admiration** for what the subjects own or manage, especially regarding the natural habitat on the property to instil pride in the landowner.
- Do not assume that the person you are talking to is the sole **decision maker**. His spouse may have a major influence and so it is best to address them as a couple.
- Successful extension workers are able to put themselves in the shoes of the landowners in order to **understand their opinions and problems**.

Practical issues regarding the initial visit

- A personal visit to a landowner at their home should be pre-arranged at their convenience, on a date that is suitable for them. To arrange the initial visit contact the landowner, introduce yourself and your programme / organization, and explain why you would like to visit them. It is therefore recommended that you make an appointment with the landowner before arriving.
- Arriving late or at inopportune times such as on pay day, can damage your credibility. Remember that credibility is built on impartiality, patience and professionalism. At the meeting thank the landowner for their time and re-iterate your mandate, your credentials and the intended purpose of the visit.
- Address the landowner as Mr. / Mrs. in their home language and remember to use correct protocol, e.g. For Afrikaans speakers, say “u” and not “jy”, and “Oom and Tannie” if appropriate.

Do not limit yourself to a specific time period with the landowner by having other commitments later that day. You must be able to spend as long as the landowner deems necessary and not have to rush off to another appointment. This shows dedicated interest for that individual landowner on the part of the extension officer.

- Make a mental note of the landowner's comments, concerns, interests and attitudes during conversation. Then as soon as possible after the appointment, record these observations down on paper, before you forget the

detail of the interaction. It is very important to remember specific information conveyed by the landowner so that you can follow up on any actions and refer to their concerns in the next meeting.

- When leaving ask when it would be suitable to visit again. Should the landowner be unsure or prefer to contemplate the information you have left behind, allow them to contact you for the next visit. In the event that the landowner does not contact you, give them a call after approximately two weeks to enquire whether they would like to meet again.
- Should there have been any information which the landowner required or questions which you could not answer immediately, be sure to get the relevant information back to the landowner as soon as possible. Prompt follow-up can be one of the most powerful means of demonstrating your credibility and earning their favour for you and your cause.

Friendship before function

Before you can “sell your product” to the landowner i.e. convince them to enter into one of the three stewardship options, the most crucial step involves simply building relationship with the landowner in order to gain their trust (i.e. “friendship before function”). While this stage may be time consuming and involve more than one visit and possibly many cups of coffee, the importance of establishing good rapport with the farmer through non-threatening, casual conversation should not be underestimated. Try and see the farmer's world through their eyes in order to be sympathetic with the limitations that they or their farming enterprise face - this will invariably impact on their ability to participate in conservation. To these ends, we must talk less and listen more in order to truly understand a farmer's reality.

After visiting with the landowner, it is recommended that you privately evaluate the interaction with the landowner by considering the following questions:

Complete this section privately after you have concluded the interview:

- | |
|--|
| <ul style="list-style-type: none"> ☐ Was the landowner at ease? ☐ Did the landowner freely share information? ☐ Was anything unclear or confusing? ☐ Were there any surprises? ☐ Are there issues worth re-considering? ☐ Any other observations worth noting? ☐ Are there any queries that require follow-up? |
|--|

3.1.2 Landowner attitude and needs assessment

Assessing landowner attitudes

It is often useful to directly ask landowners what they think and feel about conservation in general and the ecosystems on their farm. This can reveal many clues about their values, worldviews, why they act in certain ways, and the obstacles that would need to be addressed in order to change their attitudes so that they favour conservation. Attitudes towards conservation can be affected by:

phase 1 initiating interaction with the landowner

3.1

1. knowledge and awareness levels,
2. personal interest in conservation,
3. perceived value of biodiversity,
4. perceptions regarding their conservation agency and
5. willingness to conserve.

Therefore it is useful to consider all five dimensions when investigating landowner attitudes.

For more detail and examples on what questions could be used to assess landowner attitudes through a formal survey, see Appendix 1b.

Assessing landowner needs

Conservation extension services can only function if some of the goals of the landowner coincide with those of the conservation agency. It is therefore imperative to assess the primary need (s) of the landowner to determine how the conservation message can best be tailored to fulfil such needs. There is no recipe for success but attempts to create a learning environment where all concerned, landowner and extension officer, come to terms with their conservation problems and needs. The landowners you are interacting with are best placed to inform you of the current local needs as well as the problems experienced with previous extension efforts. The extension officer is the vital link between the rural community and the organisation he/she represents. **Remember that a need, when carefully considered, is nothing more than a perception that a void exists between the present situation and one that is believed to be more desirable.**

The aim of conducting a landowner needs analysis is four fold:

1. Firstly it will allow you to formulate a plan on the specific extension support required by a particular landowner.
2. It is a good indicator of the match between what they need and what you are able to give them. e.g. A suite of conservation incentives at your disposal designed to meet specific habitat management needs.
3. It should give a clear indication of individual needs and those needs shared by the broader community and through that allow for prioritisation of certain needs through group discussions.
4. Lastly it will give you the information required in order to group community members into target groups at a later date to simplify follow-up extension support ('target groups' are groups of landowners that have a number of similarities in common, such as needs, farming systems & ideologies).

Landowners are well aware of their own needs and requirements. It is a relatively easy exercise to gain an understanding of needs by prompting them with a few questions. Don't restrict the questioning to biodiversity related issues only but attempt to discover the broader financial, community and agricultural issues involved as

they invariably impact on the management of biodiversity on the property and across the landscape. The questions listed below are suggested as prompts to guide your thinking, but is by no means an exhaustive list of what questions can be used to conduct a needs assessment:

3.1.3 Introducing the landowner to Stewardship options

- When you have ascertained that the landowner is ready to hear about the options he/she has for conservation stewardship on their property, it is recommended that you use a professionally produced pamphlet to talk from, refer to and leave behind after the visit. For examples of the two pamphlets produced during the pilot phase of the Stewardship Programme, refer to Appendix 6.
- Start with a brief outline of the background that has led to the existence of a Stewardship Program. E.g. discuss some of the limitations of previous designations such as Private Nature Reserves and conservancies and why there is a need for new options with greater legal security.
- Depending on what vegetation types occur in the area in which you work, raise awareness about any endangered vegetation types that might be found in their area or on their farm. Spending time discussing the value of the natural habitat on their property and any other interesting features or ecological processes could make the landowner more willing to conserve what they own. Stress the importance of individual fragments and the part they play in the bigger picture.

If you are working in a delineated area (e.g. pilot area or priority region from conservation plan), **explain how and why the area was chosen for conservation action.** It is important for the landowner to realise why focussing on priorities is important, and why you do not want every single piece of natural vegetation or old lands under stringent conservation status. The role of different conservation agencies working in the same area should be clarified.

- Explain any **limitations** that you or your organisation face in terms of **capacity and resources** in order to give them a realistic picture of the status quo. Do not promise a level of service or assistance that you know you will not be able to handle or deliver on.
- Stress how important it is to think **long-term** and ensure any area remains conserved **beyond their lifetime**. Highlight the possible danger should they want to sell the property one day, that all the time and money invested in conservation could be wasted if the new owner decides to change land use and develop the conserved area, or even just neglects it. This is how you can convince the landowner of the usefulness of putting restrictions on the title deeds.
- **Address landowner fears upfront** (such as future government expropriation or political instability). Acknowledge their fears and concerns while stressing at the same time that stewardship is by no means a land expropriation strategy. Reassure them that they will not have to cede ownership rights to the conservancy agency and that they can retain all their normal landowner rights.
- Ensure that you do not create an **"incentives expectation"**, but rather instil a **"stewardship mindset"**. It is advisable not to even mention incentives unless the landowner directly asks you about whether any incentives or assistance is available.

phase 1 initiating interaction with the landowner

3.1

- Keep the explanations about each stewardship option **simple** and **do not promote one option above the rest** – explain the pro's and con's of each in a non-biased manner. Placing emphasis on one option over the rest could raise expectations and then lead to later disappointment when the property does not qualify for that status (e.g. do not make it seem like Contract Nature Reserve status is the only option worth aspiring too, and that if you do not qualify for that, that your property is second best).
- **Use the map** provided on the stewardship pamphlet (or design your own) to explain **how the options could look on the landscape** – i.e. that any option can apply to a portion of the property or the entire property. Furthermore, a property can include all three stewardship options on one farm, depending on the biodiversity value of the different areas.
- Highlight the **voluntary nature** of all the stewardship options and that the contract conditions can be tailored to a landowner's individual needs. In this regard, the negotiation process around what the landowner and agency will do or provide is flexible.
- Make it clear that if they are interested in exploring the options with legal status, that the land will have to **meet certain criteria** and that the next step would be to conduct a **site assessment for biodiversity value**. Only once the outcome of the site assessment has been reviewed and made known to the landowner, can a final decision be made on which option to pursue.
- Make it clear **who will be negotiating the contract** and that you as conservation extension officer do not have the mandate to sign the contract. Rather your role is to play a **facilitating role** between the landowner, the conservation agency and any legal expertise that is required.
- Conclude by pointing out that in general, the Stewardship Program is a relatively new one, and that **patience is a prerequisite** while certain wrinkles are still being ironed out and systems made more efficient.
- Leave your contact details with the landowner, **let them digest the information in their own time** and allow them to contact you back when they are ready to discuss further or arrange for a site assessment to be done.

Golden rules:

- Do not make **promises** that cannot be fulfilled.
- **Be open, honest and transparent** with regards to all aspects of the stewardship options, especially regarding the legal contracts and restrictions.
- **Do not pressurize the landowner** to make a quick decision about which stewardship option they want to explore – go at their pace.

3.1.4 Capturing information into the Stewardship database

A comprehensive Stewardship database has been developed by CapeNature to manage the Stewardship Programme. The database is spatially organised and is linked directly to Arcview GIS. Microsoft Access stores the non-spatial data. New sites can be added directly in Arcview or through the database. A detailed help file is provided with the database to explain the methods of creating entries.



Good record keeping by extension officers is extremely important aspect of the implementation process.

- The stewardship database has several sections including:
- **Landowner information** (including personal particulars, contact details, status etc)
- **Site information** (including current status, desired status, size, title deed numbers, vegetation types, history, directive issued, records of property visits & inspections, servitude rights, threats, rare species, alien species & densities, physical features etc.)
- **Information on the Management plan** (including revision date, due dates for each management action and who is responsible, costs incurred in management)
- **Contract Information** (including initiation date, registration date, expiry date)
- **Audit due** (date due for next annual audit)

Incentives & Incentive delivery (record of each incentive or form of assistance committed to by the agency and when it is successfully executed)

The **desired and actual Stewardship status** of each Stewardship site will be recorded in the database for which drop down lists have been provided to simplify data entry. The **management actions** required for each site also need to be recorded; these lists can be updated manually.

phase 1 initiating interaction with the landowner

3.1

A series of **reports** can be produced from the database. These reports are designed to provide managers with important information regarding the status of stewardship sites, contracts, management plan actions and audits due. It will also provide a list of and record of incentive delivery.

The following general **reports** can be produced:

1. Audits due
2. Contracts expiring
3. Management Plans due for revision
4. Total costs spent per site on management actions
5. Management actions due
6. Total area under stewardship in each category.

The information that will be used to populate this database can be obtained from various sources. The main sources being:

- Landowner needs assessment form
- Biodiversity Site Assessment form
- Management Plan
- Legal Contract
- Arcview GIS layers

It is essential that all information is entered accurately into the database as this will determine the quality and accuracy of the reports that can be produced. A central database will be maintained at the Scientific Services division of CapeNature to track all stewardship contracts in the province.

3.1.5 COMMUNICATIONS GUIDELINES FOR INTERACTING WITH LANDOWNERS

Communication is the key! Above all else, approaching, consulting, negotiating with and assisting landowners requires excellent communication and personal interaction skills. The success or failure of a land negotiation process can be solely dependent on the quality of the communication and impression created by the extension officer.

- Principles of Extension Communication Extension officers are professional communicators. The power of extension work lies in strong interpersonal connections with individuals and groups. Effective communication is the surest way to maintain these linkages.
- Skilful communication with each person or community starts with knowing its culture and problems and analysing their needs and attitudes to risk.
- When you know what landowners are thinking and how they perceive their environment you can formulate suitable messages at the right time to have maximum impact.
- Strong links and liaison between conservation extension and agriculture are vital in improving the flow of quality information, which in turn benefits the farming community. Therefore, regularly communicate and share information with the agricultural extension officer in your area who interacts with the same farming community.

- It must be remembered that if you are an extension worker, you have the potential to be agents of change, and influence - therefore you must know what you are talking about! - i.e. be professional and know your subject matter.
- Give the landowner confidence that the decision is within his/her capability and best interest.

Listening

- The key to good listening is not to dominate conversations, but to ask questions and concentrate on listening in order to see things from the farmer's point of view.
- Active listening implies not only using our ears, but also our voice, eyes and body language. This reassures the speaker that we are paying attention.
- To keep listening at an effective level you should:
 - Try to anticipate the landowners next point,
 - Sum up in your mind what they have said as well as hear the point the landowner is making and
 - Look behind their statements for attitudes and feelings that may help you to understand the farmer's point of view.
- One should be "receiver orientated" - that is, as a starting point you must find common ground for discussions and address all the landowners concerns before you attempt to introduce new ideas.
- Continually use feedback to evaluate the meaning the landowner places on his messages, and whether this meaning is the same that you intended to create. This information gives the extension officer the opportunity to change or modify messages to suit the receiver.



Dialogue – the key to a lasting relationship with landowners.

phase 1 initiating interaction with the landowner

3.1

A landowner's decision making is influenced by his social, infrastructural and physical environment. For an extension officer to be successful in landowner interactions it is essential that they are aware of these influences and use them to their benefit.

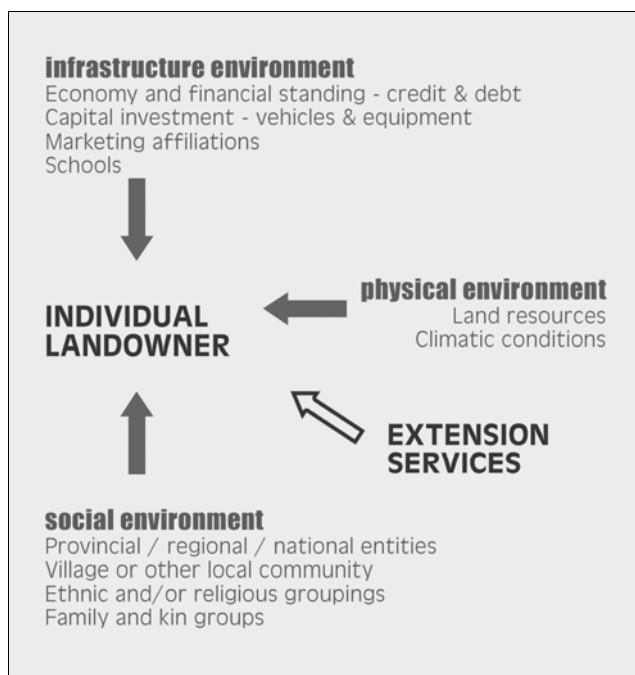


Fig. 2 The decision making environment of the farmer.

(Diploma in Agriculture Extension, Elsenberg Course Material 2004)

- The extent to which a landowner is influenced by his Social and financial must be taken into account e.g. His financial situation may not allow him to consider setting aside any land for conservation because every piece of arable land has to be utilized.
- Landowners learn much from observing and discussing their colleague's experiences and/or members of their social circles. This means that when some members of the social groups have adopted a concept others will often follow.
- Opinion leaders in the community have considerable influence on the way in which people in their sphere of influence think and farm. For this reason, it is beneficial for an extension officer to first convince the respected opinion leader in the community who can then act as a champion for the concept and promote it amongst the rest of the community.

Being Agents of Change

A number of options exist when trying to influence human behaviour. An extension officer needs to be aware of these to be a successful communicator.

Openly influencing a landowner's knowledge - through one-on-one communication or provision of reading material, hand-books etc.

clearing or restoration manuals and allowing the landowner to have access to scientific resources through the extension officer which will enable him or her to manage his property in a more environmentally aware manner.

This method may be applied when:

- You consider that the farmer can solve his own problems if he has more knowledge or has changed his attitudes,
- You are prepared to help the farmer collect more and better knowledge to help him change his attitudes and
- The landowner trusts your expertise and motives, and is prepared to co-operate with you in your task of changing his knowledge or attitudes.

1. **Advice** - Advice is given on which solution to choose for an issue or problem.

E.g. The landowner and extension officer identify a problem such as erosion, the stewardship officer should be able to advise the landowner on a possible solution or source the information from a partner such as Agriculture.

This method can be used if:

- The landowner agrees with you about the nature of the problem and the criteria for choosing a 'correct' solution
- You know enough about the farmers situation and have adequate information to solve the problem
- The landowner is confident that you can and will help find a solution

2. **Exchange** - goods or services are exchanged between the two groups.

E.g. The goods or services desired by the landowner could vary from tangible items such as fencing or game to services such as stewardship advice which could be a form of motivational incentive. In exchange for the goods or services, the landowner voluntarily sets some of their land aside and secures it by means of a contract with the conservation agency.

Conditions necessary when applying this method are:

- Each party in the exchange process considers the transaction to be in their favour,
- Each party has the goods or services desired by the other and
- Each party can only deliver their part when the exchange goods or services have been delivered by the other, or can trust that this will be done.

E.g. Supplying the farmer with information such as alien

phase 1

initiating interaction with the landowner

3.1

3. Providing Means - physical goods or means are provided.

E.g. The landowner is attempting to clear the alien vegetation on his property but does not have sufficient funds for herbicide, labour or equipment. The Stewardship Programme could either supplement the funding if the landowner has signed a contract or could source funding for the area from appropriate sectors such as the Provincial Department of Agriculture.

This method can be applied when:

- The landowner is trying to achieve certain goals which you consider to be appropriate,
- The farmer does not have the means available to achieve these goals and
- We have these means and are prepared to make them available to the farmer on a temporary or permanent basis.



Assistance with alien clearing is an attractive incentive for conservation minded landowners.

4. Providing Service - the provision of services or expertise on behalf of the landowner

E.g. The mapping and planning of the removal alien plant species with a time & cost schedule, and not the actual task of removing them.

The method can be used if:

- You have the knowledge and/or means available to perform the task better or more economically than the landowner,
- You agree with the landowner that it is useful to perform these tasks and
- You are prepared to perform them for him

Some Additional Hints

Be careful of negatively stereotyping all landowners and expecting all landowners to react in similar ways. Treat each person as a unique individual and give them the benefit of the doubt! Unfortunately, new extension officers to an area can be faced with the situation where landowners have not had a positive relationship with the previous officer, or there are unresolved issues with the conservation agency. The best solution is possibly to acknowledge their grievances, appeal to them to let bygones be bygones, and make every attempt to ensure a similar situation does not happen again.

phase 2

site assessment & internal cost analysis

3.2

3.2.1 Biodiversity Site Assessment

The main objectives of the site assessment are to:

- 1.) Assess the **conservation value and biodiversity status** of the site, in order to establish the preferred stewardship option;
- 2.) Capture on records the **condition** of the property before any contract agreement is entered into with the landowner (this will become especially important should any breach of contract issues arise).
- 3.) Help determine what provisions should be included in the **management plan** for the site.

Section A – Baseline Property Description

This brief section is there to capture the basic landowner and property details such as property size, erf. number, name of owner, date of assessment and assessor's contact details. However, more details should be captured in the landowner database, and this section is not intended to replace the function of the stewardship database.

Place is provided thereafter for the inclusion of a site map, which is to be produced before the site visit and annotated during visit (E.g. indicate boundaries of the transformed and natural areas, location of special features or species etc). The map should preferably be based on a GIS diagram of the cadastral with at least the latest SA Vegetation Map vegetation types and an orthophoto background image. It is also recommended to include a separate diagram which places the property in its regional context using the outputs of available conservation planning products (e.g. CAPE and SKEP data layers)

Each of the questions in the rest of the site assessment form should be answered SEPARATELY FOR EACH of the vegetation types or other sensible ecological units determined by the assessor. These ecological units must be identified as area 1, area 2, area 3 etc. and allocated a code, so that it becomes clear which area is being referred to when answering a particular question.

Section B – Inherent Site Characteristics

1. Conservation Value

This section includes questions about:

- 1.) Biodiversity **pattern** (i.e. priority in terms of national or regional conservation status, irreplaceability value from any systematic conservation plans for the area; whether the vegetation types are adequately conserved in existing areas or are needed to reach veg. type targets; occurrence rare or endemic species and other special habitats.)
- 2.) Biodiversity **processes** (i.e. whether the property contributes to landscape- or site scale processes)

2. Condition of the Biodiversity in the proposed area

This section includes questions about the condition of the natural areas in terms of:

Present or historical land use practices; alien vegetation infestation; alien or extra-limital animal presence; fire history; degree of habitat fragmentation etc.



Field officers assess the condition of the biodiversity of a prospective reserve.

3. Location of the Area for Management Considerations

This section interrogates issues such as whether inclusion of the property would improve the ecological management of the greater protected area, complete a corridor or provide a linkage to other reserves and areas of conservation importance.

4. Land Use Pressures and Management Issues

This section explores issues that would need to be captured in a management plan for the property such as: what processes threaten the condition of biodiversity; edge effects; impacts from neighbouring property land use; the nature of any consumptive or non-consumptive utilization; what management needs require assistance etc.

Section C - Development and Partnership Opportunities

This short section is to ascertain whether there are any development intentions for the proposed conservation area, other memberships to note (e.g. Fire Protection Association, conservancy) or other conditions that apply to the property (e.g. permits, directives, EIA applications)

At the bottom of the assessment form is a table which is used to provide a SUBJECTIVE summary of the site assessment. This is useful for a quick glance at the somewhat lengthy assessment outcomes. The summary table provides place for each of the separate areas to be ranked as high, medium or low, as shown below:

Rate on a Scale: <u>Low</u> / <u>Med</u> / <u>High</u>	AREAS			
	1	2	3	4
CONSERVATION IMPORTANCE				
MANAGEMENT COST: SITE				
MANAGEMENT COST: WCNCB (Conservation Agency)				
THREATS: SITE SCALE				

phase 2 site assessment & internal cost analysis

3.2

3.2.2 The Site Assessment review process

Only once the outcomes of the site assessment process have been peer reviewed by other staff members in the agency, can a decision be made on which stewardship option is most appropriate for the property. It is suggested that a regular reviewed meeting is held (e.g. monthly or every 2 months) to which regional ecologists, senior management and conservation services/extension staff are invited. For each property that is reviewed, the extension officer responsible for the initial field assessment should present to the meeting attendees the following information:

- A map of the general locality of the property
- Photos of the property and any features of interest
- The most important reasons & clinchers for why the property should have the suggested stewardship status
- Summary of the potential management burden to the agency should they enter into a contract agreement with the landowner and share some of the management costs.
- What incentive needs the landowner has or what issues might prove as deal-breakers

This review meeting attendees then have an opportunity to interrogate the site assessment findings through informal discussion and debate, and by considering any pertinent policies of the agency. This process can ensure that the stewardship option decided upon is defensible and based principally on the biodiversity value of the site, and not political or personal reasons. Defensibility is especially important should any incentives become available – e.g. a rates exclusion incentive for Contract Nature Reserves must be able to be explained at local authorities who would administer the rates adjustment. **It is essential that minutes are captured of decisions made and supporting reasons.**

3.2.3 Providing feedback to the landowner

Each extension officer is then responsible for communicating the outcomes of the review process to the landowner. It is important to stress **HOW** the decision was arrived at (i.e. the site assessment form and review process to ensure decisions are made defensibly based primarily on the biodiversity value of the property with input from regional ecologists). This will hopefully allay fears that the decision was swayed by personal or political influences.

At this point, the landowner has the option of accepting the suggested status and moving forward with negotiations or opting for a less stringent option, as they are under no compulsion to enter a stewardship arrangement. There could therefore be a difference between the desired status (e.g. Contract Nature Reserve) and the actual status (e.g. Biodiversity Agreement). The difference between desired and actual status is catered for in the landowner database. It must be remembered that all stewardship options are entered into purely on a voluntary basis.

3.2.4 Determining management objectives and calculating management costs

Management objectives

Once agreement has been reached with the landowner about which stewardship option to pursue, an important next step is to determine the key management objectives for the property as all subsequent negotiations, cost calculations and Management Plan aspects will centre around these. Generally, the key management objectives will be those issues of greatest threat to the integrity of the biodiversity on the property (e.g. alien invasion, fire control, erosion, overgrazing). Agree on the 4-5 most fundamental management objectives, which will form the framework for the Management Plan, with the finer details to be left for subsequent negotiation. This enables focus to be given to the key issues and a prioritization of resources accordingly. The objectives must be clear and unambiguous and should include which party is responsible for achieving them, targets and time periods within which these objectives must be achieved (where possible). There is a section in the legal contract for Contract Nature Reserves and Biodiversity Agreements where the management objectives must be recorded, in that both parties must agree to what these key objectives are. It is suggested that a meeting is arranged with the landowner specifically to determine the management objectives. The extension officer should then record the objectives in writing and send back to the landowner afterwards to ensure mutual agreement.

Some examples of management objectives are provided below:

- "Alien and invasive species will be controlled, and eradicated where possible, according to the schedule contained in the management plan."
- "Livestock will only be allowed access to the conservation area for specific times (as set out in the management plan) and in numbers permissible in terms of the management plan."
- "The erosion dongas on the property will be fixed by the landowner with the advice of Department of Agriculture or CapeNature.".....

Management costs

Before either the landowner or the conservation agency commits to undertaking certain management tasks or offering certain assistance, and before the contract is signed, an idea of the magnitude of the cost burden needs to be ascertained. The task of the extension officer is then to determine the cost of specific management actions that have been identified as possible incentives or deal-breakers. It would be too time-consuming to calculate all management costs – rather, just the key interventions that the conservation agency might get involved in, such as alien clearing or implementing fire breaks. Once costs are calculated, negotiations can commence around what percentage of the costs will be carried by the conservation body and how much the landowner will cover.

phase 2 site assessment & internal cost analysis

3.2

It is important to remember not only to look to your organisation for funding, but to form partnerships with other departments which may have the means (e.g. Department of Agriculture offer fencing subsidies for certain management interventions). Should the conservation agency's resources be limited, the stewardship officer should concentrate on delivering the most important management tool, which is their expertise, experience and advice on how these tasks should be carried out.

CapeNature has developed an efficient method for calculating costs associated with alien clearing including density mapping and producing a time-cost schedule for clearing the entire property of aliens. This has proved to be a useful incentive considering the number 1 management burden for many properties in the Western Cape is alien plant invasion. Using the wrong methods for alien clearing or starting clearing operations in the wrong places can create a greater management burden and incur greater costs down the line - therefore time spent in doing a comprehensive alien mapping exercise is well justified.

A basic description of how to do alien mapping & calculate clearing costs is provided. See Appendix 4b. For copies of the norm sheets and an example of a completed alien schedule, email Kerry Purnell contact the CAPE Co-ordinator for Stewardship.



Landowners are often enthusiastic participants in the biodiversity assessment process.

phase 3

beginning negotiations & closing the deal

3.3

3.3.1 Preparing for the negotiation process

Negotiation can be defined as a *process of interaction between two parties and creation of alternatives in a spirit of co-operative egotism based on common interests* (adapted from the Concise English Oxford dictionary). Negotiation may be less about compromise and more about a combined search for a creative solution – the good negotiator enters a negotiation with a number of creative alternatives in mind and moves from one to the next until an agreement is reached that is mutually acceptable. In order to reach agreement, each party must move away from their own expectation base and ideals, to an alternative. Flexibility is required to ensure successful negotiation. Alternatively, concessions on both sides might proceed to the point where it is no longer valuable for either party. Consider the following points before attending the first negotiation meeting.

DO's about NEGOTIATION.....

- **Listen to what the landowner has to say.** Sit back and encourage landowners to speak and express their feelings, misgivings, grievances etc. Be prepared to be a sounding board as they off-load past "baggage" and ill-feeling, as this can help in understanding where the landowner is coming from and what the stumbling blocks are to gaining their trust. It also gives a good understanding of how the person you are negotiating with reacts under pressure.
- **Make good judgement calls** – know what information to share with landowners and what to keep.
- **Explain who makes the final decisions** in the negotiation process and the way forward after the initial meeting. Leave a business card with the landowner.
- **Prepare a 'shopping list'** of your own of all the incentives or resources that you know you can confidently negotiate. Know the cost or value of your/their concessions.
- **Capture minutes of meetings in writing and distribute to the landowner** to obtain agreement on the content and the way forward.
- **Record informal discussions**, but keep records stored very safely so that they do not fall into the wrong hands or compromise landowner confidentiality. It is recommended that sensitive/touchy issues are not captured electronically, but reported verbally instead.
- Leave them feeling that they have done a **good deal**
- **Have patience!** Understand that negotiation is not a fast process, and arriving at a mutually satisfactory outcome takes time.

DON'TS about NEGOTIATION...

- **Do not get emotionally involved**, especially when allegations are levelled at the organization that the negotiator is affiliated to, or colleagues. Professionalism is required at all times.
- **Do not be disappointed** if nothing is achieved in terms of concrete business proposals at the first meeting. Give landowners time to consider proposals, and terms and conditions in their own time.

- **Do not move out of your mandate**, as you have no influence outside of it and dangerous false expectations can be created in this way.
- **Do not make promises or commitments that cannot be fulfilled.** Be realistic!
- Do not put all your cards on the table at once in terms of what incentives or assistance can be offered. Rather only when the landowner expresses the need for that particular form of assistance which could become a deal breaker, is it best to offer the help. At this stage, incentives are still relatively limited in South Africa, and therefore their attractive value is watered down if too easily offered. Motivational incentives are as important as financial benefits (e.g. In Australia most covenants are philanthropic agreements not hinged on incentives).

Questions typically asked by landowners:

- Who do you represent? What is your role?
- Do you make the decisions? If not where are the decisions made?
- Will my property be expropriated? Will I lose my ownership rights?
- What can I legitimately do or not do on this portion of property? What does the "fine print" say?
- Will the organization be able to deliver on assurances made? Is it financially sustainable? (recommendation: set-up another meeting with senior personnel to allay fears)
- What can I get out of this agreement? How will it benefit me?

It is advisable for you as extension officer to meet with your manager before committing resources with the landowner. Discuss the property in question and the management burden for the site, and agree what budget can be committed to. It is unprofessional to make an assurance at the meeting (e.g. that the conservation agency will assist with alien clearing) and then have to contact the landowner back afterwards saying that this will no longer be possible after discussing budget implications with your manager. So prepare well for the negotiation process and do your homework!



Extension officers should always consult their line managers if they are in any way uncertain of a point of negotiation with a landowner.

phase 3

beginning negotiations & closing the deal

3.3

3.3.2 Negotiating and drafting the contract agreement

As a Stewardship conservation extension officer, your main role in the negotiation process is to act as the contact person between the landowner, the conservation agency and any legal expertise that is used. In some instances and where resources are available, a professional land negotiator could be employed to negotiate and finalise the legal agreement, while the extension officer's involvement is limited to explaining the stewardship options to the landowner, drawing up the Management Plan and auditing it afterwards. However, based on the experience of the Stewardship Program staff in the pilot phase, the extension officer is the one who gets to grips with the details of the property and has built trust and credibility with the landowner. Therefore it is advisable for them to continue with negotiations, unless a third party is needed to resolve a deadlock or conflict situation.

Proformas (i.e. templates) of the legal contracts and documents have been developed by the Stewardship Programme so that all stewardship contracts have a consistent structure. Use of a template also reduces legal costs for drawing up an agreement from scratch for each landowner. Refer to Appendix 3a to 3d for these proformas.

A good place to start with negotiation and drafting a contract is to leave a copy of the proforma with the landowner, and allow them time to familiarize themselves with the content and mark any sections that they would like to query or change. Not all the provisions in the contract are cast in stone that leaves room for negotiation but some sections are inflexible legal requirements. The extension officer should highlight the issues of particular concern to the relevant area under negotiation, by highlighting them on the proforma which the landowner receives.

There are four sections in the proforma of both the Contract Nature Reserve and Biodiversity Agreement stewardship option, which need to be negotiated uniquely for each property. These include:

1. Management objectives – (as discussed in section 2.4)

2. Restrictions - These are referred to as “**Obligations of the landowner in respect of the conserved area**” in the proforma and detail what activities are not permitted in the conserved area (e.g. no development, no destruction of any indigenous species, no dumping or waste etc.) Most of these restrictions have some basis in other legislation such as the Western Cape Nature Conservation Board Ordinance 1974, the Protected Areas Act, 2003 or the Biodiversity Act, 2004. A number of these restrictions might require more explanation. Some of the more frequently asked questions regarding restrictions are provided below.

Excerpt from the Contract Nature Reserve proforma with annotated questions and answers:

6. OBLIGATION OF LANDOWNER IN RESPECT OF CONSERVATION AREA

6.5.4 The Landowner shall not operate, or permit the operation of, any trade, industry or business in the Conservation Area.

Q: Does this include operating an eco-tourism venture in the Conservation Area?

A: Tourism ventures will be permitted; this clause refers to any infrastructure created for an industry which will be rateable.

6.6.1 The Landowner shall not use, or permit the use of motorcycles of four-wheel drive vehicles in the Conservation Area unless their use is necessary for the proper management and protection of the Conservation Area.

Q: Are four-wheel drives permitted for an eco-tourism venture?

A: Yes, provided that they stay on roads or recognised management tracks and their impact is monitored.

6.6.3 The Landowner shall not hunt, or permit hunting, to take place in the Conservation Area unless it is necessary for the proper management of the fauna located in the Conservation Area.

Q: Does this include any form of recreational hunting in the conservation area?

A: No, once again this clause is included to guard against a landowner making a profit from commercial hunting for trophies or meat which could be seen as a business and therefore taxable.

6.6.4 The Landowner shall not permit the general public to access the Conservation Area.

Q: Does this include tourists on an eco-tourism basis?

A: Tourism will not be a problem as long as it is on an organised basis.

3. Rights of the landowner – the landowner should always be entitled to all rights of ownership over the Conservation Area and access to the conserved area (by landowner, family and permitted friends). However additional rights such as access to a neighbouring CapeNature provincial reserve would have to be negotiated and then included.

4. Obligations of the conservation agency – these obligations can include aspects such as: compliance with terms and conditions that refer to the conservation agency in the Management Plan; supervision and technical support; notification of access and notifying the landowner's eligibility for exemption from any other levies, duties or taxes. Other obligations could be negotiated.

phase 3 beginning negotiations & closing the deal

3.3

5. Rights of the conservation agency – currently the proforma includes access for research and access to ensure compliance with the agreement and management plan. Items to negotiate on a case by case basis would be any rights of the agency to run educational tours through the area and the ownership of all wildlife and progeny on the property. Game ownership will depend on their source, population status and conservation objectives captured in the Management Plan.

6. Conservation Costs – the allocation of costs must be agreed on between the landowner and the conservation agency and will largely be determined by the respective objectives prescribed for each party in terms of the “Management objectives” section of the agreement.

3.3.3 Consulting legal expertise

In order to save time and expense, it is recommended that the extension officer fills in any changes to the proforma or additional provisions which the landowner would like, in simple English. Then the contract can be sent to the conservation agency’s internal legal services or an external legal consultant to ensure all statements are written in acceptable legal jargon.

Landowners are fully entitled to consult their own lawyers or attorneys so that they can be rest assured that the contract wording is legally sound and covers their interests.

3.3.4 Finalising all legal documentation

There are 3 documents that must be signed in order to declare a property (or portion thereof) as a Contract Nature Reserve. These include:

1. Agreement to declare a Nature Reserve & Consent to Assign Management Authority (Appendix 3a)

This must be signed by the Minister or MEC, the landowner and the conservation agency, and is basically a record that the landowner agrees to the proclamation of their land as a nature reserve under the Protected Areas Act. The letter summarizes why the property is identified as an area worthy of declaration and the obligations of the landowner in terms of restricted activities. A map of the conserved area and private area must be attached.

2. Notarial Deed (which is also known as a Management Servitude) (Appendix 3b)

This document notarises (i.e. publically recognizes) the restrictions to the title deed of the property, which binds all subsequent owners of the property in perpetuity. This must be lodged at the Deeds Office and must be signed by the Notary Public and the Appearer Quod Attestor.

3. Protected Area Management Agreement (Appendix 3c) – this is the actual contract which details the relationship between the conservation agency and the landowner.

The forth document that must accompany the management agreement is the actual Management Plan for the site, which is regularly cross-referenced by the letter of consent, notarial deed and management agreement.

Biodiversity Management Agreements (Appendix 3d)

Only one legal document is necessary in order to declare a site under Biodiversity Agreement option, and that is the actual contract or management agreement, which details the relationship between the conservation agency and the landowner.

The structure of the contract is very similar to that of the Contract Nature Reserve’s contract. The only difference is that there is:

- No section about land being contracted to the agency
- No section about declaration of the land as a protected area
- No section about the land being rezoned
- No registration of a Notarial Deed (so no need to get surveyed property boundary points or boundaries mapped with an Omni-Star)

3.3.5 UNDERSTANDING THE PROCESS OF DECLARING A CONTRACT NATURE RESERVE – The Legal Paper Trail

1. The Agreement to declare a Nature Reserve & Consent to Assign Management Authority must be signed by landowner, conservation agency and MEC agreeing to the property being declared a protected area in terms of the Protected Areas Act, 2004. With the consent agreement goes a ministerial submission (prepared by agency head-office outlining their satisfaction with the management agreement and any noteworthy provisions.) and a copy of the notice of intention to declare a protected area that was published in a national newspaper (paid for by the agency).

2. Prepare a letter addressed to local municipality informing them of the intention to declare a private protected area, to give warning of the possible rates exclusion that must come into effect, once officially declared. Furthermore, this letter must contain mention of the intention to re-zone the property to Open Space III or an appropriate conservation zoning (head office will drive the re-zoning process however the landowner needs to apply for the rezonation with the local authority).

3. Get an official letter from Provincial Dept of Agric (e.g. Jan Smit via Stewardship Programme Manager) containing their in-principal approval of the rezoning and title deed restrictions to be placed on the land.

phase 3 beginning negotiations & closing the deal

3.3

4. Get final signature on Protected Area Management Agreement (from landowner & agency) and final sign-off on management plan (from agency and landowner) – but these only need to be finalised 6 months after official declaration in government gazette.

5. Register the notarial deed to the Notary Public within 1 month of the Protected Area Management Agreement coming into effect, and appoint a conveyancer to register the restrictions against the title deeds of the property. It is the landowners responsibility to register the restrictions as they are the registered owners of the property, (landowner or agency to cover cost, depends on what is negotiated).

6. Once the MEC signature is obtained, the property declaration must be published in a Government Gazette (currently for agency's cost)

In total this amounts to 10 official documents that are needed in the declaration process!

(Note: Lodging the notarial deed and preparing the management agreement can take place at any stage in the declaration process, but is recommended before sending the consent to the MEC who could pend the decision until the restrictions have been lodged)

9.) Send final management plan to Programme Manager and Agency Head Office (who uses it to prepare the agency submission for the MEC).

10.) Send original version of signed agreements to landowner (2 original copies were signed by all parties). One copy remains at head office and one copy to landowner.

Process for declaration of a Contract Nature Reserve: (PRACTICAL STEPS TO DO BY EXTENSION OFFICER)

- 1.) Do site assessment and get review committee agreement on suitable stewardship option based on biodiversity value.
- 2.) Calculate detailed management costs of key management interventions (i.e. a resource map) and obtain sign-off on these costs from BU manager and agency CEO in order to determine the negotiation strategy.
- 3.) Write letters to municipality
- 4.) Prepare management plan based on primary interventions highlighted in site assessment.
- 5.) Get to final stage of management plan before getting signature on Agreement to declare a Nature Reserve & Consent to Assign Management Authority (this actually amounts to the negotiation process!)
- 6.) Submit draft management plan, draft Protected Area Management Agreement and draft Agreement To Declare a Nature Reserve and Assignments of the Management Authority to agency head office (including all details outlined in checklist see Appendix 3f of what the extension officer must supply to head office).
- 7.) Agency head office to return finalised legal documents (with legalise attended to) and then take it to landowner for his/her final signature.
- 8.) Send to Stewardship Programme Manager who scrutinises, who then takes it to Agency CEO to get his/her signature. (sometimes the Agreement To Declare a Nature Reserve and Assignments of the Management Authority document is sent through first and the management agreement & management plan)

phase 4 writing a management plan & auditing

3.4

Introduction

A management plan template has been devised by CAPENATURE in order to guide extension staff in what should go into a stewardship management plan and to create uniformity. Stewardship Management Plans were workshopped in December 2003 and interrogated for where they could be trimmed and reduced in length. It is important that the plans do not take months to compile and are as practical and user-friendly as possible. The idea is to move away from voluminous documents which sit on the shelf and are never used by the landowner.

In summary, Stewardship Management Plans **MUST** ...

- Be as succinct & brief as possible and contain the bare minimum!
- Be intervention focused
- Be linked to and consistent with the site assessment & provisions in the legal contract
- Clearly indicate responsibilities
- Be used to audit property
- Have good quality maps

Stewardship Management Plans **MUST NOT** have ...

- Any background information, history of the site etc. (no "nice to haves")
- Any broad, sweeping statements (only clear, measurable objectives)
- Any details duplicated in the landowner database include these in a separate LANDOWNER INFO PACK.

Any additional information which the landowner requests (e.g. species lists) or non-essential background information (e.g. CAPENATURE policies, history of the site) can be assembled into a separate LANDOWNER INFO PACK, so as not to detract from the bare essentials of the Management Plan.

3.4.1 The contents of a Stewardship Management Plan

See Appendix 4a for Management plan proforma.

1. Introduction

Discuss the purpose of the Management Plan and insert a clear location map indicating the boundaries of the property and the area to be conserved.

2. Management Schedule

This is the single most important part of the Management Plan as it should provide a quick reference for when each management action should take place. Such a schedule can be arranged **per month** or **per management unit** on the property (which often follow the alien clearing mapping management units), in the second schedule, division of responsibilities is also colour coded. See Appendix 4a for examples.

3. Management Actions

This section provides the detail of how each management action should be handled, and could be provided in tabular format as shown in the example below:

Management Action 1 – e.g. Alien Clearing	
Management Action	Clear Black Wattle and Port Jackson from property
Responsible Party	Landowner to provide labour and equipment, Working for Water to supply herbicide
Timeframe	Begin with Management Units # 3 & 7 in year 1. Continue with schedule according to priorities in Alien Mapping Schedule (Appendix 1) attached)
Means	Mechanical clearing and application of herbicide to felled stumps.

- Continue similarly for all other management actions.
- Insert relevant maps, such as alien density, fire management maps, monitoring points etc. in the relevant places.

4. Conservation Significance

This section should summarize why the site has been awarded the particular stewardship status referring to the most important biodiversity reasons and clinchers in the site assessment form. These should be listed in order of:

- national priority
- regional priority
- local / fine-scale planning priority
- ...and then other site specific reasons

Reference should also be made to other supporting evidence in any reports or research work pertinent to the site (e.g. Spatial Development Frameworks, products of systematic conservation plans, other literature etc).

5. Policy & Legislative Framework

This section should firstly discuss the legal recognition of the site's stewardship status in terms of the Protected Areas Act (if a Contract Nature Reserve) or the Biodiversity Act (if a Biodiversity Agreement). An overview of the most relevant pieces of legislation (maximum of 3, e.g. National Veld & Forest Fire Act, Conservation of Agricultural Resources Act) pertinent to the property could then follow by means of summarizing the purpose of the act/bill and what management aspect on the property is regulated by it.

A summary of the restrictions applicable to the conserved area (as stated in the legal contract) should then follow, for ease of quick reference.

6. Management Responsibilities (landowner & agency)

This section can simply comprise a table (as shown below) indicating which costs are to be borne by the landowner, and which are to be borne by the agency. This will become important should any dispute arise around commitments made by each party.

phase 4

writing a management plan & auditing

3.4

Management Responsibilities		
	Costs to be borne by landowner	Costs to be borne by conservation agency
1	Alien Clearing: Provision of labour and equipment to do initial clearing of management units 1, 5 and 7, and do follow-up clearing.	The CAPENATURE will endeavour to clear management units 2, 3, 4, 14, 15, 36 and 37 making up "Portion A" of the Contract Reserve. "Portion B"- to be determined (2004 Working for Water application). Release of Biological agents in "Portion A" of the Contract Reserve.
2	Fire Management: Maintenance of all firebreaks.	Costs of ecological burns within "Portion A" as well as Tracer belt in "Portion A". Costs of management burn in management unit 4.
3	Monitoring: Monitoring of the impact of game and tourism. Joint responsibility with CAPENATURE for the monitoring of the management of fire and alien clearing operations.	Joint responsibility with Bontheuvel Estate for the monitoring of the management of fire and alien clearing operations. Annual audit of the Contract Reserve.
4	Etc.....	

7. List of Appendices

Examples of the types of appendices that could be included:

- Site Assessment Form
- Alien Clearing / Fire Management (or other) schedules
- Fire Fighting response plan
- Method statements for development

Management Plan Amendment

It is suggested that the Management Plan is revised every year. However, provisions can be amended at any time provided such amendments are put in writing and signed by both parties (i.e. landowner and conservation agency).

3.4.2 Conducting an annual Stewardship Audit

As stipulated in the legal contract, the agency must convene a meeting with the landowner on an **annual basis**, to formally review progress towards achieving the objectives and actions set out in the Management Plan. This annual meeting is also referred to as the **annual audit**. The management schedule can be used to check which management actions have been completed and which are outstanding.

The findings should be reported back to the landowner and agency, and any adjustments that are necessary should be made to the Management Plan to cater for adaptive management.

Refer to Appendix 5 for an example of an audit proforma that should be regarded as a template for management plan auditing. An explanation for use of the audit proforma is:

Consider all possible management aspects for the property, create a separate section on the audit sheet for each topic (e.g. Soil Conservation, Alien Plants, Wetlands & Rivers). Under the section "Have all the management objectives been clearly stated?", list all the management objectives, for that topic, contained in the management plan. In the section below, populate each objective with intended actions & goals, and then simply tick whether each of these actions has been completed. If an action has not been undertaken, put a cross next to it and then attach a separate page at the end of the audit sheet detailing why the objective wasn't met and how the situation will be remedied (including responsibilities for the execution of the management action in the following year).

The landowner database contains a prompt which should notify the extension officer that an annual audit on a property is due (a year from the date of contract signature) as well as the one for the revision of the Management Plan.

3.4.3 Providing follow-up support

Once the stewardship contract has been signed and the property officially declared, the danger exists that the property will lose attention considering it is now "safe" and under the protection of a contract or title deed restrictions. Conversely – when the contract is signed, the real work should begin! All the commitments made by the agency and landowner now need to be met, and this will only take place if the extension officer is vigilant of management plan progress. It is recommended that the stewardship officer should at least phone the landowner every three to four months, if there has been no contact made for other reasons, simply to see how things are going and keep the landowner motivated.

phase 4 writing a management plan & auditing

3.4



The signing of the legal contract is a high point for all parties after months of preparation and negotiation.

It must be remembered that a property with a Contract Nature Reserve declaration has the same status as a provincial reserve, and therefore should be maintained and managed with the same dedication. All of the effort put into persuading a landowner to make a stewardship commitment and all the time and money spent into negotiating a contract and drawing up a Management Plan will be completely wasted, if follow-up support is not provided. One of the greatest limitations of the previous Private Nature Reserve designation, was that follow-up support was not adequately provided and many owners of Private Nature Reserves claimed that they never saw a CapeNature employee again once the property was officially registered. A fundamental principle of the Stewardship Programme is to establish well managed sites where the biodiversity status is not jeopardized by neglect or bad management a number of years down the line.

lessons learnt in implementing stewardship

4

Stewardship is a relatively new approach to biodiversity conservation in South Africa. As such, the ongoing appraisal of the programme is essential to its refinement and future success.

Extension officers should be committed to noting and seeking workable solutions to the challenges they face in the field. It is not often that we are afforded the benefit of hind-sight in the conservation sector and we need to make the most of this opportunity. This chapter includes a few valuable lessons learned from the field.

4.1 Generic Issues and Solutions

ISSUE	SOLUTION
Slow finalisation of legal agreements has been a major stumbling block. Created slow escalation of impatience amongst landowners.	Should have started working on proformas earlier in project. How to manage seeming "procrastination" amongst landowners remains a challenge. For legislative and incentive products (and everything outside your control), have a contingency plan for delivery in place.
WCNCB Business units have been slow in understanding and incorporating stewardship into their operations.	More training is required. To these ends training will be given in each business unit cluster in 2004. A more defined strategic intervention from the program and the corporate leadership may produce better results at the operational level
Business units need a clear stewardship plan (with timeline and budget) in order to allocate resources to stewardship so that it becomes a priority aligned with the key success dimensions of the board.	Business units have been tasked to draw up an operational plan for 2004, after the Stewardship workshop on 5 Nov 2003. This plan should be formulated in time for it to be assessed and included in the strategic and budget targets for 2004/5

Avoid disagreement amongst WCNCB staff in public forums – creates negative impression amongst public.	Ensure that staff rather constructively and professionally engage with each other when issues are raised in public forums
Regularly repeat messages to Business Units – necessary before real uptake of ideas/new approaches	
Afrikaans extension officers work the best! (especially when previous work has already been done on private land)	Employ more Afrikaans extension officers in the future.
Better inter-programme support needed (e.g. between Wildlife management and Stewardship programmes)	Regular interaction should be facilitated between programmes.
Defend your integrity. Stick to policy principles and don't bend the rules for "pushy" individuals.	
Ensure landowners are made aware of all main stumbling blocks/policy parameters up-front	Workshop common stumbling blocks and prepare CNC responses – separate chapter in Ops Manual. Ensure needs are thoroughly captured early in process. Get landowner to list their needs as early on in the process as possible.
Be aware that often a conservation champion in the family is the wife!	Approach both husband and wife when meeting new landowners.
Call a stakeholder meeting for possible areas of conflict (especially regarding interpretation of policies) early in the negotiation process, and explain all possible landowner limitations at outset.	
Time period needed until new staff are confident and established in area of responsibility (approx. 3 months)	Recognise that previous history and staff interactions in the area will affect new extension interactions.

4.2 Stewardship Pilot Sites

A. BOTRIVER PILOT SITE

ISSUE	SOLUTION
More familiarization with WCNCB policy required by Botriver extension officer.	Better orientation and structured mentorship strategy needed for new staff. Conservation Services manual being drafted should cover some aspects. Extension staff should engage more closely with those who write policies to jointly devise new ones that will be relevant to situations encountered.
Difficult to visit more landowners while servicing existing stewardship sites when time constraints are limiting.	Spend time with properties in proportion to priority/biodiversity value.
Flexibility of pilot site boundaries has implications for additional work load (e.g. Orchards Conservancy)	Make it clear that Stewardship project personnel give support to CNC BU and not to the landowners directly outside of pilot sites.

B. AGTERGROENBERG PILOT SITE

ISSUE	SOLUTION
Make use of existing extension staff (with credibility in the community) to introduce new personnel and facilitate acceptance within the community.	Include this in mentorship period for new staff.
Don't underestimate possible positive response about stewardship from a community.	Be ready to deliver and implement! Better assessment of community perceptions needed before starting to work. Clean background information from all existing extension officers (including those from other agencies) about that community.
Be prepared for the question from landowners of "Why are you here?"	Be upfront with your conservation objectives and those of the agency for that area – no hidden agendas.

lessons learnt in implementing stewardship

4

Make it very clear to landowners that you have to establish site security to guarantee a return on incentives and assistance delivered.	Even if landowners express understanding of concepts, repeat messages more than once. Just giving them brochures and explaining options once is not normally enough (approx. 3 meetings needed). Much patience required!
Renosterveld field days empowered landowners in pilot site as it gave them access to specialist knowledge and specialists in their fields, which they could consult again when necessary.	More field days required, especially with external specialist input.
Very good knowledge needed of the biology of the vegetation type you are trying to market. Basic field knowledge is essential for extension personnel.	Ecological induction is needed for new staff (contact Scientific Services to develop this sort of annual training).
As extension officer, stress your role as a facilitator of information, and that you are not necessarily there to solve all their problems.	Develop as many links with other extension services and department employees whose responsibility it is to manage natural resources – e.g. Dept of Agric, DWAF and the Local Municipality. This allows you to position yourself to facilitate action on problems by knowing whose responsibility it may be – e.g. erosion problem, extension service of Provincial Dept of Agriculture.
More basic knowledge required amongst conservation staff about farming operations, in order to keep relevant to and understand the farmer's world and challenges.	Learn from farmers and attend more farmer association meetings.
Management intervention training needed (e.g. fire and alien control)	Need to source training service provider for management intervention.
Community stewardship issues are a whole different can of worms!	Training in the use of Participan needed and the involvement of a facilitator for community interactions.
Stewardship on private property is one aspect of a productive farm – landowners soon forget information transferred orally.	Keep a record of all discussions and ensure that a copy reaches the landowner for his/her records.
Don't knock on a closed or partly open door early on.	Early on, work with those community members who come forward and are willing to engage in a stewardship agreement – success builds interest.
Don't visit farmers directly after a farmers union meeting or after payment for harvests from the local Co-op.	Farmers union meeting are usually very negative experiences for most landowners as are pay days from the local co-op – your reception on a farm after a meeting such as this may differ considerably from the norm.

Hidden agenda's	Remain vigilant and counter these if they could destabilise or derail your efforts.
Building trust	As trust is built landowners begin to confide in you about community undercurrents – never pass these on to anyone – builds trust.

C. LOWER BREEDE RIVER PILOT SITE

ISSUE	SOLUTION
Previous staff person has not left records about previous landowner interactions to pass on information to new staff.	Follow-up required to solicit information from previous staff person. General format of data base data sheets provided early on in the process will provide useful structure to appropriate and meticulous record keeping
New staff do not have same credibility with community – still in relationship-building phase.	What is helping is getting back to landowners quickly with queries and maintaining contact.
Staff are not 100% dedicated to stewardship due to other conservation service duties and responsibilities.	To be taken up at Jan 2004 WCNCB strategic review.
Plan stewardship interactions with landowners for their quiet agricultural seasons.	Suitable time periods will differ acc. to area – farm calendar needed per region/type of land use.
Find small ways to be pro-active and show interest in landowner problems and use that contact opportunity to promote stewardship.	Be prepared with info packs and pamphlets to hand out, even when landowner contact is made for other reasons (e.g. law enforcement)
Avoid getting involved in EIA scoping reports. Rather point landowner applicants to consultants.	WCNCB can't be the ref and the player. Supply them with a list of consultants from DEA&DP in a way that cannot be construed as favouring any particular consultant.

4.3 Programme Operations

ISSUE	SOLUTION
Administrative support essential for programme after CEPF funding support has terminated.	Register this need at all appropriate management and HR levels ASAP.
The state of flux in the WCNCB associated with recent re-structuring can be regarded as both an opportunity and a constraint.	Have patience while new programmes and new staff roles "find their feet".
Each Business Unit.	
An external reference group was very useful for supplying ideas to developing the Stewardship programme e.g. Fynbos Forum Incentives Working Group	All future programmes and initiatives within WCNCB should seek external input and guidance. This is also a useful platform to forge partnerships
Different internal marketing strategies required amongst different business units to ensure uptake of new stewardship concepts.	Have to manage process so that Business Unit staff don't always default to referring landowners to the Programme Manager for stewardship instances.

lessons learnt in implementing stewardship

4

"Us and them" mindset still exists between Stewardship staff and operational staff in Business Units.	Such perceptual barriers should be removed to ensure effective and harmonious "team work" within WCNCB operations.
The objectives of the board and consequently the program should be reflected in the operational targets of the Business Units. Business Units should plan their interventions strategically with board budget cycles etc.	More training is required amongst operational staff in how they can access and utilise bioregional planning funding opportunities to achieve stewardship objectives in their Business Unit.
More capacity building needed to empower staff to be good communicators of stewardship concepts and deliver a good service to meet landowner needs. (e.g. workshops, field days)	More capacity building needed in the form of training workshops and practical field days.
Incorrect information is sometimes given to landowners by WCNCB personnel regarding stewardship and incentives in certain instances	A Stewardship communication bulletin or news flash could be distributed through via the WCNCB email list-server. Rapid damage control is required by the person who supplied the incorrect information.
Apparent lack of commitment to stewardship and delineation of priorities within the corporate management structure of WCNCB. Operational staff can only be properly convinced when it is promoted from a corporate level.	Programme staff need to learn how to sell new ideas better to solicit more speedy support from corporate management in WCNCB (1 st presentation was in 2000).
Don't raise expectations too high about capabilities of programme before being able to deliver.	Don't over-market a new initiative too soon.
Firm formal commitment from the directorship of the conservation agency is required to ensure clear corporate commitment and subsequent uptake by business units.	

4.4 Partnerships and project support

ISSUE	SOLUTION
The pilot project co-ordinator needs to be more intimately involved with on the ground issues in each pilot area.	Pilot site staff to liaise more with co-ordinator and invite to landowner visits etc.
Reference group for each pilot site needs to be set up to promote more local stakeholder interaction.	By end of Feb, identify and establish reference group. If a good liaison committee exists for reserves, rather utilise this instead. The reference group could also be placed at the local municipality with more decision making powers being located at local authority level.
More communication required between team staff to keep each other informed.	Distribute weekly schedules with brief summary of previous week's key happenings. Copy each other on monthly reports.

Partnership with NGO (BotSoc) has been extremely useful for dealing with bureaucracy within the board and other agencies and re-structuring teething problems.	An extended partnership with BotSoc would be welcome in order to assist promote and support mutually beneficial objectives. To these ends, BotSoc's access to external funding is highly beneficial in these circumstances.
Formalization of MOU's with other partners has been very slow e.g. Working for Water, Department of Agriculture).	Allow more time within project log frame for nurturing and formalising project partnerships. Reference groups a good platform to co-ordinate action among partners.
Explore additional partnerships with other institutions (e.g. universities)	Institutions need to address practical research issues that will add value to project and programme operations.
Partners sometimes don't meet deadlines	As the facilitator and point man be prepared to take the brunt of community frustrations when partners fail to deliver on time and if at all possible have a contingency plan in place.
The pilot project co-ordinator needs to be more intimately involved with on the ground issues in each pilot area.	Pilot site staff to liaise more with co-ordinator and invite to landowner visits etc.
Reference group for each pilot site needs to be set up to promote more local stakeholder interaction.	By end of Feb, identify and establish reference group. If a good liaison committee exists for reserves, rather utilise this instead. The reference group could also be placed at the local municipality with more decision making powers being located at local authority level.
More communication required between team staff to keep each other informed.	Distribute weekly schedules with brief summary of previous week's key happenings. Copy each other on monthly reports.
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Formalization of MOU's with other partners has been very slow e.g. Working for Water, Department of Agriculture).	Allow more time within project log frame for nurturing and formalising project partnerships. Reference group a good platform to co-ordinate action among partners.

4.5 Land negotiation

- Should a landowner wish to sell their property before negotiations have been completed and the stewardship contract signed, assist landowners with the property ownership transition phase (e.g. agree to meet with the new landowners to explain the stewardship intentions for the property, write necessary motivating letters so that all work is not lost)
- Don't rush people or pressurize a decision out of them – go at their pace.

lessons learnt in implementing stewardship

4

- Expect landowners to talk to each other and compare the conditions and assistance provided in their contracts. To counteract this, make it very clear that each contract is unique and that terms and conditions may legitimately differ. Let this be known upfront at the outset of the negotiation process.
- Do not negotiate with landowners without first receiving official mandate and the necessary go-ahead from the conservation agency manager responsible for the area (e.g. Do not negotiate alien clearing assistance before receiving a mandate from the manager that there is adequate budget for this assistance).
- Do not encourage adjoining properties who would like to go into a stewardship agreement together to sign one contract that covers all the properties. Each property must be bound by its own, individual contract, although a collective management plan can be contemplated. It becomes very difficult to ensure compliance or prosecute non-compliance with contract terms if one contract governs all. Multi-stakeholder, single contract scenarios can lead to the creation of a Section 21 Company to manage the collective properties. However a Section 21 Company can end up being used by certain individuals to bulldoze the wills of other people, and leverage their own interests.

Lessons learnt in landowner interactions & explaining options

- Do not confuse landowners by explaining parallel processes or other conservation initiatives that might also raise expectations. Just keep the explanation simple and to the point.
- Expect the unexpected! e.g. change of company ownership or family trust composition(affecting their legal mandate to sign a contract), family trust funds liquidated.
- Ensure that the landowner you are negotiating with has a written record of all discussions and decisions taken at all meetings. While you may remember discussing a point and reaching an understanding, the same is not necessarily true for the landowner with whom you are negotiating.

4.6 The capacity of extension operations

If people approach you outside of your conservation priority area or pilot area boundary and express interest in stewardship, an obligation remains to conduct a biodiversity site assessment in order to determine the way forward. Thereafter hand over the assessment outcomes to the relevant conservation service staff person. Show such landowners a map of ordered priorities for your area and clearly explain the capacity constraints in servicing all areas equitably.

Explain that the permanency of the contract between the agency and the landowner ensures continuity in a case where the original extension person may leave the area. The contractual agreement ensures security and continuity and is independent of the individual staff member concerned. Acknowledge risks upfront.

4.7 Community Stewardship

- Research the background of a community very well before starting interactions. Find out all history of previous relationships, read up meeting minutes etc. Do not enter a communal stewardship attempt lightly!
- Stewardship on communal land involves totally different dynamics to private land stewardship, and therefore requires specialized extension expertise. Dedicated staff & support are needed as well as professional group facilitation skills, as you are dealing with a number of different ideas for land use, historical splits in families, age groups, religion.
- Decision-making structures within a community may be lacking, and exacerbated by a community not willing to organize themselves or recognise local authority structures. The mind-set prevalent in some communities is "what can you do for me"? – i.e. a hand-out mentality. Know that servicing the needs of an individual grouping within a community is dangerous ground – full community participation and support is a pre-requisite for sustainable stewardship in a communal setting.
- Identify role players, their power of influence and their relationship with other stakeholders.
- For communal land where many stakeholders are involved (e.g. land transfer from Dept of Public Works to a community), it becomes vitally important to keep all stakeholders constantly informed at all times – if one party feels left out, the whole process can be derailed.



One Stewardship partner is a non-profit organisation engaged in youth development and environmental education projects.

lessons learnt in implementing stewardship

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4.8 Engaging landowners unique personalities

“Economic Edward”

This is an example of a commercial farmer who wants conservation to be a viable business proposition; He is very interested in how a conservation venture will benefit him and the economic implications thereof. The willingness of CapeNature to find workable solution through numerous meetings and negotiations, and their openness to being flexible (while still upholding the organizations policies), was a key to unlocking his commitment.

Lessons:

- 1.) An extension officer must be very familiar with the detail of all the relevant policies of the organisation they represent as well as other pertinent environmental legislation
- 2.) Communicate all possible restrictions and landuse limitations associated with a stewardship option upfront and as soon as possible in the negotiation process, to avoid disagreement later.

“Keen-bean Karen”

This landowner was exceptionally willing to enter into a formal commitment with CapeNature at the highest level (i.e. Contract Nature Reserve) regarding her land. However, the conservation value of the land did not warrant such stringent status, which was a great disappointment to the landowner. It then becomes a challenge to keep such landowners motivated to continue conservation efforts when they do not qualify for incentives or dedicated assistance due to the low biodiversity value of the property.

Lessons:

- 1.) Don't raise landowners' expectations about which stewardship status the property might be awarded until site assessment and review process is complete. Make it very clear that willingness to conserve is not the only requirement – the biodiversity value of the land is the determining factor.
- 2.) Do not rely on maps and the outcomes of systematic conservation plans only in determining whether a property falls into priority area for conservation. Nothing beats ground-truthing and observation in the field.

“Vasbyt Fanie”

The property in this example belonged to a family trust, which meant that complete consensus was required among all trust members before a stewardship agreement could be pursued. This took a long time to attain, as not all family members were in the same geographic location and a decision could only be made once the all members were assembled for a meeting. The key to unlocking the commitment of some of the more reticent and sceptical trust members was the highlighting that their previous investment in keeping the property cleared of aliens etc. would not be wasted.

Rather, entering into a stewardship contract would secure the money previously spent by preventing someone else (or future family members) radically altering land use or allowing the aliens to grow back.

Lessons:

- 1.) Be persistent! Keep attempting to unlock landowner commitment, despite initial resistance or family trust politics.
- 2.) Use influential allies in the community (i.e. another “converted” neighbour) to persuade them to consider stewardship commitment & other creative tactics.
- 3.) To put the more sceptical landowners at ease stress the retention of their landowner rights & privacy.

“Professional Peter”

This landowner is not a typical farmer who wants to casually chat at length over coffee or a drink. He wants to be treated with business-like professionalism and efficiency. The key to unlocking his commitment was delivering very prompt follow-up on a query for practical assistance. The promptness of the follow-up by the extension officer concerned made the landowner see that he could take the conservation agency seriously which established the important ingredient of credibility.

Lessons:

- 1.) Different strokes for different folks! – do not assume a stereotypical response from all farmers or presume that every landowner wants to be handled in the same way.
- 2.) Avoid busy farming seasons & pay-days when trying to set appointments to see a landowner, as this shows unprofessionalism.

“Demanding Dawie”

Dawie does not farm commercially on his property but has had it as a Private Nature Reserve (under the old WCNCB ordinance) for a number of years. Since hearing about the stewardship options, this landowner has wanted the highest stewardship status for his property – or nothing else! In this regard, he became very demanding and rude with CapeNature staff to try and persuade them to grant the contract reserve status. The snag is that the biodiversity value of the land does not warrant the highest level of protection and associated landowner benefits. It is also apparent that he is mainly after the rates exclusion incentive only available to Contract Nature Reserves and any immediate financial advantage that can be made from keeping the property under conservation. Contract NR status or nothing!

lessons learnt in implementing stewardship

4

Lessons:

- 1.) Don't be bullied into a contract by forceful personalities!
- 2.) Discern the real motive behind why the landowner is interested in entering into a stewardship agreement – a sincere desire to conserve or to leverage other personal interests or business plans.
- 3.) Maintain professional approach at all times despite opposition from the landowner.

- Although formal contracts and biodiversity agreements are far more secure in terms of conservation than conservancies, landowners may be more prepared to start by becoming part of a conservancy and working toward a more binding agreement. Reasons include scepticism of entering into contracts with a conservation agency, and the costs and time required to confirm farm boundaries and source title deeds.
- Champions are essential: the best way to get a land owner to consider a new idea is to refer him to another landowner who is already sold on the idea. This, however, is a long term process.

4.9 Lessons learned from the Landscape Initiatives

Gouritz Initiative

During the process of engaging with landowners in the greater Gouritz corridor, a number of lessons and challenges have started to emerge:

- There is no substitute for engaging with landowners on an individual face-to-face basis. It is important to get to know the people, their contexts, aspirations and concerns in order to find approaches that best suit their unique circumstances. Where possible, meet with both the farmer and his/her partner.
- Although the Gouritz area is often referred to as a 'marginal farming area', agriculture provides the main income in the region and many farmers are sceptical of alternatives.
- Developing a biodiversity corridor requires the lifting of fences; farmers are reluctant to do this because of problems like eland invading their Lucerne fields and predators attacking their lambs.
- Although game ranching is already popular with some farmers in the region, this is not as simple a solution as it seems; some farmers want to introduce game that is not locally indigenous (e.g. giraffe, impala, buffalo) in order to promote tourism, and advice relating to game management (e.g. carrying capacity) is not readily available.
- Both agriculture and game farming require the fencing of properties, either with jackal-proof fencing or expensive game fencing. This is in conflict with the vision of the GI, which intends creating open conservation spaces without internal fences that enable animals to roam freely within the corridor.
- Establishing eco-tourism ventures may require considerable investment and it can therefore take a number of years before these initiatives become profitable; for instance, developments are subject to environmental impact assessments (EIAs), which can be costly and time consuming. Eco-tourism will have to coexist with traditional farming practices, at least until the former proves to be financially viable. Many farmers find it difficult to accept that conservation-related tourism will generate as much income as their current farming activities.
- Good cooperation between departments is urgently required in order to address problems relating to property zoning; for example, in order to enter into contractual agreements, landowners will need to rezone agricultural land as Open Space III, the same zoning as a provincial nature reserve. There is the risk that the landowner will be liable to repay the state for agricultural subsidies received (e.g. for livestock watering points, soil erosion work and fencing) once the property is rezoned.

Lessons learnt at the Conservation Services Seminar, Nature College, November 2006

Ways Forward for Area Wide Planning - Don Kirkwood

- New Fine Scale Plans are being produced in the course of 2007 for the Upper Breede, Saldanha – Bokkeveld, Riversdale and Nieuwoudville areas.
- They are being designed as land-use decision making tools.

This will help us decide what to do in low - irreplacability areas.

There are three categories:

critical biodiversity– cannot go there with development
irreplaceable / low irreplacability (maps will indicate areas which best capture where there is more than one option)

Other (areas which are not threatened and can be developed in certain areas)

The Land Use Advice - Decision Support Tool.

- This tool allows CapeNature to have a clear stance for EIAs
- It can be used as a reactive tool.
- Can only be effective if there is enough information to comment, and the onus is on the consultant to supply this information not on CapeNature.
- Site visits can only be justified in areas of critically endangered vegetation or Stewardship priorities.
- CapeNature staff should capacitate the landowners to get the right information out of the consultant.
- Be careful to make site visits pre- process, extension staff are not able to make decisions whether a development is viable or not. Even GIS plans need to be ground truthed by experts.

Illegal Activities must be reported to DEADP so that they are recorded.

Don advised that all extension staff learn about the layers they are using, the technical documents are on the web or you can get them from GIS department at Jonkershoek.

lessons learnt in implementing stewardship

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Cape Metro Business Unit and the City of Cape Town Biodiversity Network - Natasha Wilson

- October 2003 the City adopted the "Biodiversity Strategy"
- The City of Cape Town includes three business units – Cape Metro, Boland Mountain and West Boland.
- Currently the City and CapeNature are aligning the Stewardship plan with the Biodiversity Network. Boland Mountain and West Boland must take an active part in the alignment of priorities within in the City and not only Cape Metro because they are in more direct contact with the City.
- 261 remnants have been identified in the Biodiversity Network and 18 biodiversity nodes.
- CapeNature are assisting the City in carrying out site assessments on these fragments and prioritising them.
- CapeNature will endeavour to train the city staff in site assessment and capacitate them for the future.

Stewardship Database – Arne Purves

- The database is finalised, ready to be loaded for those who do not have it and needs to be populated!
- The data.mdb files must be sent to Arne Purves at Jonkershoek who will manage the data base and update it.
- Arne is available to do training in the Business Units.
- **Q:** Chris enquired how we would record multi stakeholder conservancies on the Database and how to link it to the existing Conservancy layer. **A:** Arne says it is possible to add conservancies as an additional category, but hat the conservancies' layer is out of date.
- **Q:** Dian Dreyer enquired about getting the database info for surrounding areas. **A:** Arne said it is possible to send out the Western Cape Shape files if required.
- **Q:** Sean Page asked if we could investigate adapting the database to include the Sustainable Harvesting data – Arne will look into this.

A Comparison of LandCare Alien Clearing Projects – Barend Le Roux

ISSUE	SOLUTION
Work strictly according to person days	Person days calculated were used as a guideline
Conservancy appointed contractor, no CapeNature official available	Landowner appointed contractor with daily inputs and checks from CapeNature
No formal training, No first aid, No PPE, incorrect equipment	Proper training and equipment. Basic PPE supplied by workers and conservancies, LandCare replaced when needed.
Work strictly according to person days	Person days calculated were used as a guideline

Concerns when assisting with LandCare funded Alien Clearing

- CapeNature financial and capacity implications – when assisting
- LandCare lack of knowledge and experience
- Contractors and landowners see CapeNature as implementing agent which they are not.
- Agriculture is not keeping spatial data of the clearing.

The Good the Bad and the Ugly, Slanghoek – Garth Mortimer

- There is a perception that Conservation status devalues land - as the land bank gives "veld" a lesser value than land that has agricultural potential.
- Garth proposed that the biggest incentive we can offer landowners are "tradeoffs" in other words favourable comments from CapeNature for development in moderation allowing for some conservation and some development.
- Donovan Kirkwood replied that in an area like Slanghoek where every last fragment is critically endangered CapeNature has to take the stance that they support no further development.
- **Q:** When a loss of biodiversity occurs who is the responsible organisation? Is it Agriculture or DEA & DP? **A:** This depends on what the activity was, however it is possible the get both departments on site for an inspection.
- Dian raised the concern of DEA & DP recommending Stewardship in RODs but not monitoring it afterwards. CapeNature cannot be expected to do this too. This matter needs to be taken up at a higher level with DEA & DP.
- **Q:** Kas Hamman asked whether DEA&DP and the Provincial department o Agriculture are aware of the impacts of developments. **A:** Chris Martens answered by saying that it depends on the individual personalities in the departments but that we are working on a Memorandum of Agreement with Agriculture that includes skills transfer and Capacity Building will be happening through CAPE.
- Need for a better relationship with the National Department of Agriculture.
 - Chris M. Suggested that we leverage the institutional framework through CapeNature.
 - Sean Ranger recommended a Voluntary Task Team such as they use in the Greater Cedarberg Biodiversity Corridor.
 - Claret Walker suggested that the National Stewardship Programme investigate how to use co-operative governance to package Stewardship and so achieve better land use management.
 - Chris M. Mentioned that the Stewardship Summit to be held in 2007 will address making biodiversity management the core business of all partners.
- **Q:** Dian Dreyer asked for a final answer regards CapeNature allowing "off sets" or giving favourable comments with regards to development when there is a benefit for conservation. **A:** Don Kirkwood answered by saying that we can give away as little as possible and any limit that is set in the case of Slanghoek is arbitrary because there should be no more development.

lessons learnt in implementing stewardship

4

National Biodiversity Stewardship Programme – Claret Walker

- After the National heritage Workshop in 2005 it was decided that the national Heritage Programme needed to be repackaged and it was decided to form the National Biodiversity Stewardship Programme.
- Once the NBSAP targets had been set it became clear that all the Provinces needed to develop Stewardship capacity.
- The Endangered Wildlife Trust was thus made the secretariat to DEAT to carry out the pilot in phase of this Programme.
- In the pilot phase of the programme a concept document has to be created as well as to build an understanding of what is going on in all the provinces.
- Certain products that have already been developed by CapeNature can be used and adapted for the National programme such as the Stewardship Database and the Operational Manual.
- Claret W. mentioned that there is a lack of clarity about incentives and they need to be developed further with all departments.

Greater Cedarberg Biodiversity Corridor - Sean Ranger

- Area Wide Planning and CapeNature worked together to identify and create the Corridor.
- “Voluntary Conservation Area” status was given to the whole corridor and then individual properties were approached to sign “Contract Reserve” contracts.
- A Collective Management Structure is being put in place where CapeNature will meet and liaise with a committee that represents the landowners and not work with individual landowners.
- Chris M. mentioned the cost of advertising Contract Nature Reserve in two national newspapers is very high and it was suggested that Stewardship gets a newspaper as a partner.
- The GCBC would like to see a strategy as to how the project is going to be taken up into CapeNature once the project funding ends.

Riverine Rabbit Habitat – Corne Claasen

- There are an estimated 250 Riverine Rabbits left in the wild.
- There is no Riverine Rabbit habitat within formally protected areas.
- There are however 2 conservancies and two possible Contract Reserves within the Riverine Rabbit Habitat, namely Sanbona (54000ha) and Graham Beck Wines.
- It is proposed that where threatened ecosystems and Riverine Rabbit habitat occur together that it could become a Stewardship area.
- Corne Claasen and Tom Barry propose doing night drives on properties in the Gouritz Initiative to see if rabbits occur on those properties.

conclusion

5

Implementing Stewardship in a landscape is not an overnight process – getting someone to sign on the dotted line for setting their land aside for conservation in perpetuity can involve many meetings and lengthy interactions. Due to the long-term implications of the commitment involved both from the landowner and conservation agency, it is important not to rush the process. It is better to have a few secured sites in places that count and meet conservation priority targets, than many hastily entered into agreements that are either legally flawed or not located in the priority areas for conservation.

From the lessons and examples quoted above, it is hopefully been made clear that there are many different personalities, needs and motives that can be encountered while implementing stewardship. The issues which arise are not always predictable and the process does not always proceed like clockwork. Therefore the implementation process must always remain somewhat flexible in order to cater for the people-centred nature of stewardship – after all it is people who inhabit the landscape who have the biggest impact on the use and conservation of the land and the ecosystems we are trying to conserve.



Our goal – significant portions of endangered lowland fynbos conserved for perpetuity.

- 2.) The ability of the institution or conservation agency to **honour commitments** made to landowners in terms of direct assistance and management interventions, considering the long-term nature of some of the stewardship contracts.
- 3.) Stewardship as a concept and a way of “doing” conservation on private land is still very new and not all the tools are in place. There is much room for expansion of the programme and refinement of the process. Therefore this is not a definitive text, but merely to be used as a starting point and frame of reference for implementing stewardship in your particular region and organization.

Challenges:

Two of the major challenges which exist at the close of the pilot phase of the Stewardship Programme and which need to be addressed to ensure the successful expansion of the Stewardship Programme into the future include:

- 1.) **Sufficient institutional capacity** to implement, audit and provide professional extension services to stewardship sites through skilled and **adequate human resources** (i.e. enough “feet on the ground” with the right people skills). Many more extension officers are required who can be dedicated to stewardship full-time and not have to use valuable extension time for permit administration and law enforcement – this could rather be allocated to inexperienced administration personnel.

appendices

Due to the page numbers and appendix heading reflecting those of this Operational Procedures Manual and not the individual documents contained in the appendices, please do not simply photocopy these Appendices for use with landowners, but rather download the digital versions of each separate document. These documents are available on the Stewardship resource CD or online, see Stewardship Resources, Chapter 7.3 - Downloadable Documents.

Appendix 1a	Suggested Questions to use to Assess Landowner and Community Needs
Appendix 1b	Grond Eienaar Behoefte Bepaling (Landowner Needs Assessment Questionnaire in Afrikaans)
Appendix 1c	Stewardship Implementation Framework
Appendix 2a	Stewardship Programme - Site Assessment for Biodiversity Value
Appendix 2b	Minutes - Site Assessment Review Committee
Appendix 3a	Agreement to Declare a Nature Reserve and Consent to the Assignment of the Management Authority
Appendix 3b	Notarial Deed for Contractual Protected Area
Appendix 3c	Protected Area Management Agreement
Appendix 3d	Biodiversity Agreement
Appendix 3e	Application to Register a Voluntary Conservation Site on a Single Property
Appendix 3f	Stewardship Sites: Law Support Checklist
Appendix 4a	Suggested Structure – Stewardship Management Plan
Appendix 4b	Determining Invasive Alien Vegetation and Fire Management Burdens
Appendix 5	Ecological Auditing for Contractual Reserves and Biodiversity Agreements
Appendix 6	Stewardship Brochures and Fact Sheets

Appendix 1a

Suggested questions to use to assess landowner & community needs:

- ❑ What do you value most in your farming region and on your own property?
- ❑ What are the threats to those things that you value most?
- ❑ What is your reason for keeping natural veld on your property?
 - Unsuitable for development? YES/ NO
 - Limited capital for development? YES/NO
 - Conservation? YES/NO
 - Other?
- ❑ What medium to long-term plans do you have for the areas of natural veld?
- ❑ Are you concerned about the long-term security of your land? Motivate your answer.
- ❑ What do you want from a conservation organisation and other government departments that have an influence over your agricultural activities?
- ❑ Are there any specific queries/issues concerning nature conservation/ environmental management that you would like information on? I.e. alien vegetation, erosion management, environmental awareness training etc.
- ❑ What prevents you leaving more land on your property uncultivated or as natural grazing? (i.e. do you experience certain financial, management, resource or expertise constraints?)
- ❑ Do you have any ideas for how nature conservation and agricultural production objectives can be met on your property?
- ❑ What are your most critical needs for managing the natural areas on your property, that if addressed would enable you to make a greater contribution to conservation?
- ❑ What are the major social and economic needs in the community in which the farm is situated, that might impact the use of natural resources and land use?
- ❑ Would you support a community initiative to address resource issues (e.g. as proposed with the Area-Wide Planning

For an example of a simple needs assessment questionnaire, refer to Appendix 1c. This particular questionnaire was designed to collect information for a Department of Agriculture, Area-Wide Planning project and therefore does not contain very many conservation related questions.

Appendix 1b

GRONDEIENAAR BEHOEFTE BEPALING

1. Tegniese inligting (soos in Transportakte):

Eiendom kode / SG sleutel		Plaasnommer op Akte	
Plaasnaam op Akte		Plaasnaam	
Plaasgrootte (ha)		Gebied Sonering	
Landros distrik		Serwituutreg	
Ander regte			

2. Grondeienaar Inligting:

Titel	Volle name en van			
Telefoon nommers				
Selfoon		Faks		
Posadres				
E - pos adres				
Permanente verblyf	Ja	Nee	Taal voorkeur	
Plaasvoorman naam en kontak besonderhede				
Hoeveelheid permanente werkers	Mans		Vrouens	
Hoeveelheid seisoen werkers	Mans		Vrouens	

3. Wat is die Hulpbron probleme op U plaas ?

WATER :

Vleilande		Kwaliteit		Hoeveelheid	
Dreinerings		Besproeiing		Veesuijing	
Huishoudelik		Rivier erosie		Indringers	
Ander					

Opmerkings :

GROND :

WABB		Winderosie		Watererosie	
Ontwikkeling		Grond		Klimaat	
Bewarings Boerdery		Ander			

Opmerkings :**NATUURLIKE PLANTEGROEI :**

Ontwikkeling		Weiding		Bewaring	
Indringers		Bosbou		Bestuur(Brand)	
Ander					

Opmerkings :**4. Wat sien U as Geleenthede of Bedreigings op U plaas, nou en in die toekoms ?**

AgriToerisme		Bewaring		Grondhervorming	
Wild		Voogdyskap		Ontwikkeling	
Veranderde Boerdery Praktyke		Sekondêre Industrie			
Ander					

Opmerkings :**5. Waarvoor wend U die Natuurlike Plantegroei op U plaas aan, nou en in die toekoms ?**

Ontwikkeling		Bewaring		Volstruise	
Beeste		Skape		Wild	
AgriToerisme		Oes fynbos		Ander	

Opmerkings :

Soogdiere	
-----------	--

Reptiele	
----------	--

Voëls	
-------	--

Vis	
-----	--

Plante	
--------	--

Ander	
-------	--

Opmerkings :

7. Watter inligting het U van rekords en is U bereid om dit aan ons beskikbaar te stel ?

Klimaat	
---------	--

Fynbos oes	
------------	--

Pressisie boerdery	
--------------------	--

Indringers	
------------	--

Reënval	
---------	--

Brand rekords	
---------------	--

Ander	
-------	--

Opmerkings :

**8. Watter voordele is vir U as eienaar of Gemeenskap die belangrikste ?
(Lys in volgorde van 1 tot 8)**

Beplanning	
------------	--

Projekte	
----------	--

Finansiering	
--------------	--

Bewarea	
---------	--

Sosiale Oplossings	
--------------------	--

Ander	
-------	--

Ekonomiese Oplossings	
-----------------------	--

Brandbeheer Verenigings	
-------------------------	--

Opmerkings :

Appendix 1c Stewardship Implementation Framework

PHASE 1 initiating interaction with the landowner				
steps	1	2	3	4
what	Pre-visit preparation & initial landowner visit	Orientation & Needs Assessment	Introduce Landowner to Stewardship Options	Enter landowner & site information into the Stewardship Database
how	Assemble toolbox for farm visits & research landowner background. Build relationships and discover Conservation Willingness, Goals, Possible Threats & attitudes to conservation.	Obtain a list of landowner needs through individual interviews or in a workshop situation. Design an implementation plan to address needs.	Explain the 3 stewardship options using existing stewardship pamphlets. Once you receive indication by landowner to explore an option further, set up another meeting to determine their expectations.	Gather additional information required to populate database.
PHASE 2 site assessment & internal cost analysis				
steps	1	2	3	4
what	Biodiversity Site Assessment	Site Assessment Review Process	Feedback to the landowner	Determine key management objectives & calculate associated Management Costs
how	In field evaluation of property using Site Assessment form & criteria.	Present findings of site assessment to peer review forum with inputs from scientific services & senior management.	Let the landowner know the outcome of the site review process. Allow landowner to decide whether to pursue the stewardship option awarded.	Agree upon the key management interventions for the property and calculate costs associated with these (where necessary).
PHASE 3 beginning negotiations & closing the deal				
steps	1	2	3	4
what	Preparation for negotiation process	Negotiate & draft contract agreement	Consult legal expertise	Finalise all legal documentation
how	Consider all the principles of landowner negotiation and remember the advised do's & don'ts.	Be the contact person between the landowner, conservation agency and legal team.	Conservation agency can make use of their own legal services dept or external legal consultants. Landowner can consult their own legal aid.	Obtain contract signatures, facilitate the declaration process, register notarial deed with Deeds Office & lodge all legal documents.
PHASE 4 writing a management plan & auditing				
steps	1	2	3	
what	Write Stewardship Management Plan contents	Conduct annual stewardship audit	Provide follow-up support	
how	Draft a management plan stipulating the responsibilities of all concerned parties in terms of the management of biodiversity on the property.	Transfer additional information, as it becomes available, to individuals and groups who share common interests.	The findings of the audit will feed back into the management plan on an annual or bi-annual basis.	



STEWARDSHIP PROGRAMME SITE ASSESSMENT for BIODIVERSITY VALUE

Objective of this assessment: To determine the biodiversity value of the site to establish the preferred stewardship option and determine what provisions should be included in a management plan for the site.

Note:

- Results are not communicated immediately with landowner, but are used to derive a strategy for how/if the property should be incorporated in the stewardship scheme, and at what level.
- Rankings to be assigned to each question are either low (L), medium (M) or high (H). Where rankings are not applicable, Yes/No, or direct answers (e.g. area, distance) should be filled in.

SECTION A: BASELINE PROPERTY DESCRIPTION:

(All landowner and property details to be filled in on separate "Landowner Datasheet & Visit Register")

Name of Property		Name of Owner	
Unique ID no		Erf number	
Assessor's name		Assessor's contact details	
Date & season		Supervisor & Regional Ecologist	

SITE MAP (to be produced before site visit and annotated during visit)

(Preferably based on GIS diagram of cadastral with at least SA Vegetation Map veg types and Orthophoto. Answer the questions below SEPARATELY FOR EACH of the veg types or other sensible ecological units determined by the assessor. Indicate transformed & natural areas on the diagram. If necessary use a separate diagram to place in regional context with reference to available conservation planning products. Use extra pages if necessary.)

AREAS for CADASTRAL AND EACH ECOLOGICAL UNIT

Area 1 code:

Area 2 code:

SECTION B: INHERENT SITE CHARACTERISTICS & BIODIVERSITY VALUE:

Nr	Criterion	Ranking	Comments
	Pattern:		
*1.1	a.) Does the property contain examples of threatened ecosystems listed in Biodiversity Act or by MEC? (Not avail yet) (Attach NBI veg/ecosystem map) b.) Does the property contain priorities from Fine-Scale plans? If available, these take precedence. c.) If none of above is available then "Irreplaceability Value" of site from Bioregional Plans is used. If not >60% irreplaceable then look at other information available on CPU website/WCNB GIS data (e.g. sensitive wetlands, important bird areas etc.) d.) Business unit prioritisation (e.g. from Renosterveld 5 & 20 yr vision if available)		
1.2	a.) Does the area fall into a Vegetation type or contain an ecosystem that is not adequately captured in existing proclaimed nature reserves? b.) What % of the target area of a veg type or BHU does this property meet?		

*1.3	Are there any endemic, rare or threatened species present or species of special concern listed in the Biodiversity Act or WCNCB Act? Estimate the viability of the population(s)?		
*1.4	Are there any other significant landscape features or rare and important vegetation associations that have not been mapped? (e.g. wetlands, seeps, quartz patches, or other special ecosystems)		
	Processes:		
1.5	a.) Is there a diversity of habitats and vegetation types on a LOCAL, cadastral scale? *b.) Does the property contribute to LANDSCAPE scale processes (e.g. edaphic interfaces, upland-lowland links, riverine corridors) identified in conservation plans?		
1.6	Do any SITE scale processes of conservation value exist? <i>I.e.</i> Ecological associations, mutualisms, pollinators, predators, hydrological regimes <i>etc.</i> This is most relevant for small, isolated areas of natural habitat		

2. CONDITION OF THE BIODIVERSITY IN THE PROPOSED AREA

2.1	Condition of the veld based on historical and present land use practices (e.g. grazing impacts, trampling, roads, erosion, pollution, etc.): e.g. (biogenic crust intact, high structural diversity). Refer to indicators of veld condition relevant to vegetation type Percentage area heavily disturbed?		
2.2	a.) Extent or density of infestation with alien vegetation: Use accepted categories. Attach map of alien density, distribution and species. b.) Is the relevant authority notified in terms of the Biodiversity & Sustainable Use of Agricultural Resources Acts?		
2.3	a.) Is there evidence of too frequent fires, or sub-optimal vegetation community structure? b.) What is the veld age and burning history (i.e. how long since the last burn noted on alien map?)		
2.4	Are extra-limital and alien animal species a problem? List undesirable or alien species.		
2.5	a.) Does irreversible transformation (e.g. ploughed lands, hard surface development) adjacent to area compromise the condition of biodiversity or		

	create barriers to natural processes? b.) What are the types of neighbouring properties and surrounding landuse and activities?		
2.6	Is there evidence of breeding in sensitive or indicator species? If yes, specify what species.		
2.7	Is habitat fragmented? If so: a.) What is the degree of fragmentation? b.) Distance to next fragment of similar vegetation? c.) Size of biggest patch?		

3. LOCATION OF THE AREA (for management considerations)

3.1	Is property part of a proposed protected area? Are other protected area agencies affected or interested?		
3.2	Would the inclusion of the property improve or facilitate the ecological management of the greater protected area (e.g. in terms of burning, movement of animals, alien eradication, etc.), adjacent ecosystems and species.		
3.3	Is the area adjacent to an existing statutory reserve in an identified expansion zone or target gradient?		
3.4	Does the property complete a corridor or provide a linkage to other reserves or areas of high conservation importance?		

4. LAND USE PRESSURES AND MANAGEMENT ISSUES

4.1	Are there any threatening processes such as heavy grazing, erosion, hydrological problems (water levels or quality)? Are there any programs in place/required to deal with these?		
4.2	Are i) internal & ii) property edge effects significant? (look for indicators of disturbance, and the nature and shape of the surrounding matrix). Would management be required to mitigate?		
4.3	Is the veld used for grazing, flower picking, big game, or any other commercial purpose (consumptive utilisation)?		

	(details and provisions to be captured in a stewardship agreement)		
4.4	Is the area used for non-consumptive uses? (hiking trails, mountain bike trails, horse trails, research) (details and provisions to be captured in a stewardship agreement)		
4.5	Is there a written management plan in place? What other management/ restoration programs would be required? E.g. erosion control, de-stocking, fencing, amelioration of hydrological problems). Are there any specific management needs that require assistance/ support?		
4.6	Map of current land use on property? (necessary for management plan)		
4.7	What are the potential land use threats? Does good arable potential exist? Areas of Prime or Unique Agricultural Land (SUAR Act)? Irrigation allocation, water rights, mining rights, other? Has agricultural extension officer been appraised?		
4.8	What is the context or zoning of affected area in SDF or other regional development plans of departments?		
4.9	Are significant areas fenced?		

SECTION C: DEVELOPMENT and PARTNERSHIP OPPORTUNITIES (not related to biodiversity)

5.1	Are there other current Partnerships or memberships to note? (conservancy, Fire Protection Association, Water users Association, NDA Scheme etc)		
5.2	Do other conditions apply to property? Permissions, permits, EIA applications, departures, development conditions, liabilities, directives in terms of any legislation? Specify.		
5.3	Are there any development intentions for the area proposed for conservation?		
5.4	Does the landowner have any intentions of selling the property in the near future?		

SUBJECTIVE SITE ASSESSMENT SUMMARY

Rate on a scale L/Med/High	Area 1:	Area 2:	Area 3:	Area 4:
CONSERVATION IMPORTANCE				
MANAGEMENT COST: SITE				
MANAGEMENT COST: WCNCB				
THREATS: SITE SCALE				

RECOMMENDED STEWARDSHIP STATUS (tick box):

	Area 1:	Area 2:	Area 3:	Area 4&5: Wetland area
Contract Nature Reserve				
Co-operation Agreement				
Conservation Area				

Summary of 4 major reasons for suggested stewardship status:
(and overall impression of assessor)

- 1.
- 2.
- 3.
- 4.

Guidelines for Rankings in Stewardship Site Assessments

Note: The ranking explanations are by no means complete or final, but merely filled in to prompt further thought and refinement.

SECTION B: INHERENT SITE CHARACTERISTICS

1. CONSERVATION VALUE

Nr	Criterion	Ranking explanations
	Pattern:	
1.1	a.) Threatened ecosystems b.) Outcomes of Fine-Scale plans c.) “Irreplaceability Value” of site from CAPE, STEP or SKEP. If not 100% irreplaceable then look at other information available on CPU website/WCNCB GIS data (e.g. sensitive wetlands, important bird areas etc.) d.) Business unit prioritization (from Renosterveld 5 & 20 yr vision if available)	- H = Swartland, Boland and Overberg Renosterveld (i.e. all lowland renosterveld), Cape Flats Dune Fynbos, Thicket Mosaic, Blackheath Sandplain Fynbos, Elgin fynbos, Renosterveld mosaic, Lowland fynbos - H-M = St Francis Fynbos, Thicket Mosaic, Breede Fynbos, Renosterveld Mosaic, Elim Fynbos, Riversdale Renosterveld - L = all others Refer to: Lowlands Project outputs, Agulhas veg map, area-wide planning outcomes etc. - H = 100% irreplaceable – look to see what is driving irreplaceability - M = 50-75% irreplaceable - L = < 50% irreplaceable See list of data available from CPU/CNC
1.2	Does the area fall into a Vegetation type or contain an ecosystem that is not adequately captured in existing proclaimed nature reserves?	- H = veg type not adequately protected - L = veg type well represented in protected areas
1.3	Endemic, rare or threatened species or species of special concern listed in Protected Species list in Biodiversity Act or in WCNCB Ordinance & approximate viability	- H = robust population of endemic, rare or threatened species or only known pop. of species confined to property - M = good populations of species - L = Small, non-viable population of species or not dependent on property (Use list from WCNCB ordinance now. Biodiversity Act list still to come)
1.4	Any significant landscape features or rare and important vegetation associations that have not been mapped? E.g. wetlands, seeps, silcrete koppies, quartz patches?	- H = significant landscape features not previously mapped. - L = no significant unmapped landscape features
	Processes:	
1.5	a.) Is there a diversity of habitats and vegetation types on a local, cadastral scale? b.) Does the property contribute to LANDSCAPE scale processes (i.e. edaphic interfaces, upland-lowland links, riverine corridors) identified in conservation plans?	(a) - H = Much diversity of habitats or vegetation types at cadastral scale - L = Low diversity (b) - H = area falls into an identified CAPE, SKEP or STEP process. (see list below of process info available through CPU).
1.6	SITE scale processes of conservation value exist? I.e. Property contains largely intact ecosystem, with mutualisms, predators, ecological associations, hydrological regimes etc.	

2. CONDITION OF THE BIODIVERSITY

2.1	Condition of the veld based on historical and present land use practices (e.g. grazing impacts, ploughing, roads, erosion, etc.). Indicate time since last disturbance.	▪ H = pristine condition, no disturbance, never been ploughed ▪ M = moderately disturbed ▪ L = highly disturbed (i.e. overgrazed, trampled, eroded, ploughed long ago) Refer to appendix (once developed) with veld condition indicator species specific to each vegetation type.
2.2	Density of alien vegetation infestation	▪ H = ▪ M = ▪ L =
2.3	Is there evidence of too frequent fires, or sub-optimal vegetation community structure?	▪ H = no evidence of too frequent fires ▪ L = evidence of too frequent fires (e.g. absence of non-resprouting shrubs, trees or fire sensitive species) (Compile list as appendix with indicators of too-frequent fires specific for each biome)
2.4	Are extra-limital and alien animal species contained? List undesirable or alien species if required.	▪ H = alien animal species contained / stable population ▪ L = alien animals species impact significantly on indigenous biodiversity (Compile reference list as appendix of all problematic, alien animals)
2.5	a.) Does irreversible transformation (e.g. ploughed lands, hard surface development) adjacent to area compromise the condition of biodiversity or provide barriers to natural processes? b.) What are the types of neighbouring properties and surrounding activities and landuse?	(a) ▪ H = Transformation adjacent to area is minimal and doesn't compromise condition of biodiversity. ▪ L = Development adjacent to area and surrounding landuse is problematic & provides barriers to natural processes
2.6	Is there evidence of breeding in sensitive or indicator species? If yes, specify what species.	▪ H = evidence of breeding. ▪ L = no evidence of breeding (examples of sensitive species: Black Harrier, Secretary bird, etc.)
2.7	a.) What is the degree of fragmentation? b.) Distance to next fragment of similar vegetation? c.) Size of biggest patch?	▪ H = large, well-connected fragments (av size?) ▪ L = highly fragmented

3. LOCATION OF THE AREA

3.1	Is property part of a proposed protected area? Are other protected area agencies affected or interested?	▪ H = Property is part of a proposed protected area (e.g. mega-park)
3.2	Would the conservation of the property lead to greater viability of adjacent ecosystems, (terrestrial, aquatic and marine)? Check opportunities for co-operation.	▪ H = Greater viability of adjacent ecosystems would be achieved if area was conserved
3.3	If yes to 3.2, would the inclusion of the property improve or facilitate the ecological management of the greater protected area? (e.g. in terms of burning, movement of animals, alien eradication, etc.)	▪ H = inclusion of property would greatly enhance ecological management of greater area
3.4	Is the area adjacent to an existing statutory reserve or in an identified expansion zone?	▪ H = area is adjacent to a statutory reserve ▪ L = area is not adjacent to a statutory reserve
3.5	What are the types of neighbouring properties and surrounding landuse? Are these landuses impacting on this property? – e.g. hydrology, cross-boundary grazing?	▪

4. LAND USE PRESSURES AND MANAGEMENT ISSUES

4.1	Are there any threatening processes such as grazing, erosion, hydrological problems (water levels or quality)? Are there any programs in place/required to deal with these?	▪ H = no threatening processes ▪ M = threatening processes being controlled with management interventions ▪ L = Significant threatening processes are operating and difficult to control
4.2	Are i) internal & ii) property edge effects significant? Would management be required to mitigate?	▪ H = edge effects are not significant ▪ L = significant edge effects
4.3	Is the veld used for grazing, flower picking, big game, or any other commercial purpose (consumptive utilisation)? (details and provisions to be captured in a stewardship agreement)	
4.4	Is the area used for non-consumptive uses? (hiking trails, mountain bike trails, horse trails, research)(details and provisions to be captured in a stewardship agreement)	
4.5	Is there a written management plan in place? What other management/ restoration programs would be required? E.g. erosion control, de-stocking, fencing, amelioration of hydrological problems). Are there any specific management needs that require assistance/ support?	
4.6	What are the potential land use threats? Does good arable potential exist? Areas of Prime or Unique Agricultural Land (SUAR Act)? Irrigation allocation, water rights, mining rights, other? Does preventative action need to be taken in agreement?	
4.7	Check the context or zoning of affected area in SDF or other regional development plans of departments.	
4.8	Are significant areas fenced?	
4.9	Map of current land use on property? (necessary for management plan)	

SECTION C: DEVELOPMENT & PARTNERSHIP OPPORTUNITIES

5.1	Are there other current partnerships or memberships to note? (conservancy, Fire Protection Association, Water users Association, NDA Scheme etc)	
5.2	Do other conditions apply to property? E.g. Permissions, permits, EIA applications, departures, development conditions, liabilities, directives in terms of any legislation? Specify.	
5.3	Are there any development intentions for the area proposed for conservation?	
5.4	Does the landowner have any intentions of selling the property in the near future?	

Appendix 2b

MINUTES – SITE ASSESSMENT REVIEW COMMITTEE

Date:

Venue:

Present:

Property Name	
Erf No.	
Area (ha)	
Responsible person	
Background / Condition of the property	
Vegetation types	
Clinchers / Qualifying criteria	
Concerns / comments	
Agreed stewardship status	

Property Name	
Erf No.	
Area (ha)	
Responsible person	
Background / Condition of the property	
Vegetation types	
Clinchers / Qualifying criteria	
Concerns / comments	
Agreed stewardship status	

Appendix 3a

AGREEMENT TO DECLARE A NATURE RESERVE AND CONSENT TO THE ASSIGNMENT OF THE MANAGEMENT AUTHORITY

Between

(Identity number _____)

who warrants that he/she is duly authorized to act on behalf of

("Landowner")

And

Tasneem Essop

in her capacity as the Member of the Provincial Executive Council for Environmental Affairs in
the Western Cape
("the MEC")/

And

Stefanus Johannes Bekker

In his capacity as the Acting Chief Executive Officer who warrants that he is duly authorized to act on behalf of

The Western Cape Nature Conservation Board
("the Board")

PREAMBLE

WHEREAS

- A. Landowner is the registered owner of (“the Property”):
_____. In extent _____ hectares. Title Deed
Number: _____.
- B. The MEC is empowered, under section 23(1) of the National Environmental Management: Protected Areas Act, 57 of 2003, (“the Protected Areas Act”) to declare, by notice in the Provincial Gazette, an area specified in the notice as a Nature Reserve or part of an existing Nature Reserve.
- C. A portion of the Property has been identified as an area worthy of declaration as a Nature Reserve in that:
[List features of property which characterise it as being of high conservation value- obtain from Management Plan]
[For example:
 - it contains threatened or protected ecosystems in terms of the Biodiversity Bill,
 - it conserves a priority area identified in Bioregional/Provincial/Conservation plan]*]*
- D. The Landowner and the MEC wish to conclude an agreement under section 23(3) of the Protected Areas Act in which the Landowner consents to the declaration of a portion of his/her Property as a Nature Reserve.
- E. The MEC wishes to assign the management of the Nature Reserve to the Landowner which, in turn, wishes to accept such assignment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. DESCRIPTION OF THE PROPERTY

The Property comprises of:

- (i) Portion __ of the Farm ____: the GPS points follow in a clockwise direction from the western boundary of the reserve starting at point “a” (See Annexure B); a)

_____ known as the
“Conserved Area”.

(ii) The sites excluded as “Private Areas” are numbered one to four:

- a. **Private area “1”** has the following co-ordinates (in a clockwise direction starting at point “ 1a”) (See Annexure A) **1a)**

- b. **Private area “2”** has the following co-ordinates (in a clockwise direction starting at point “ 2a”) (See Annexure A) **2a)**

- c. **Private area “3”** has the following co-ordinates (in a clockwise direction starting at point “ 3a”) (See Annexure A) **3a)** _____; **3b)** _____; **3c)**

_____; **3d)** _____

- d. **Private area “4”** has the following co-ordinates (in a clockwise direction starting at point “ 4a”) (See Annexure A) **4a)** _____; **4b)** _____ **4c)**

_____; **4d)** _____ **4e)** _____;

4f) _____, **4g)** _____

2. CONSENT TO DECLARATION

The Landowner consents to the declaration of the Conserved Area as a Nature Reserve under the Protected Areas Act.

3. DECLARATION OF PROPERTY AS A NATURE RESERVE

The MEC shall take all necessary measures to declare the Conserved Area as a Nature Reserve as soon as possible after the conclusion of this Agreement.

4. NAME OF THE NATURE RESERVE

The parties agree that the Nature Reserve shall be called _____ and that the MEC shall assign this name to the Nature Reserve by notice in the Provincial Gazette.

5. ASSIGNMENT OF THE MANAGEMENT OF THE CONSERVED AREA

- 5.1. The MEC hereby assigns the management of the Conserved Area to the Management Authority which accepts such assignment.

- 5.2. The Landowner is hereby designated as the Management Authority and consents to such designation and assignment.

6. MANAGEMENT AGREEMENT

- 6.1 The Landowner and the Board shall, not later than 6 months after this Agreement is concluded, enter into an agreement in terms of which the Conserved Area is to be managed.
- 6.2 This will be known as the Management Agreement and will include a detailed Management Plan (in draft) for the Conserved Area. The Landowner, assigned as the Management Authority in terms of clause 5, shall (in collaboration with the Board) within 12 months of the assignment, submit a Management Plan for the Conserved Area to the MEC for approval.
- 6.3 The Management Plan approved by the MEC will form part of the Management Agreement referred to in clause 6.2 above.

7. REGISTRATION OF A NOTARIAL DEED

- 7.1. The parties agree that the terms of this Agreement will be binding on the Landowner's successors in title and the Landowner agrees to record the terms of this Agreement in a Notarial Deed, to be registered against the title deeds of the Property in order to ensure that this area is conserved for _____ years.
- 7.2. The Notarial Deed, as agreed on between the parties, is to be annexed to the Management Agreement.
- 7.3. The Landowner shall instruct its attorneys, within one month of the Management Agreement coming into effect, to register the Notarial Deed.
- 7.4. The Landowner shall take all necessary measures and sign all necessary documentation relating to the Notarial Deed when requested by the Board to do so.
- 7.5. Any costs incurred in giving effect to this clause shall be borne by the Board.

8. BREACH

- 8.1. If either party breaches the terms in this Agreement, the other party can notify the offending party in writing and call on him/her to remedy the breach within a reasonable period.
- 8.2. If the offending party still fails to remedy the breach, the other party may, without detriment to any other remedy available to it in law:
- 8.2.1. take any necessary measures itself to remedy the breach, or appoint a third party to do so, and recover its costs in doing so from the offending party; and/or
- 8.2.2. enforce or cancel the agreement and claim any damages it may be legally entitled to.

9. RECOVERY OF EXPENDITURE ON TERMINATION

In the event that this Agreement is terminated at the instance of the Board in terms of clause 8, the Landowner shall reimburse the Board for any expenditure reasonably incurred by it in giving effect to the terms of this Agreement.

10. RIGHT OF FIRST REFUSAL

In the event that the Landowner wishes to sell the property, or a portion/s of it, during the duration of this Agreement, the Landowner undertakes to offer the said property, or any portion/s of it, to the Board on the same terms and conditions as offered to/by any third party and shall grant the Board a period of 60 (sixty) days within which to consider the offer and exercise its right of first refusal.

11. DISPUTE RESOLUTION

The parties agree that they will be bound by the provisions contained in Chapter 4 of the National Environmental Management Act, 107 of 1998 and that any disputes of any nature which may arise at any time from this Agreement will be dealt with in accordance with this Chapter.

12. DOMICILIA AND NOTICES

The parties choose the addresses set out below as their *domicilia citandi et executandi* for all purposes of this agreement and as their respective addresses for the service of any notice required to be served on them in terms of this Agreement.

Physical:

Postal:

The MEC

Physical:

Postal:

The Landowner

Physical: CapeNature House, Belmont Office Park, Belmont Road, Rondebosch, 7700

Postal Private Bag X29, Rondebosch, 7701

BOARD

13. VARIATION OF AGREEMENT

No variation, amendment or suspension of any of the terms of this Agreement shall be valid, and no further agreement which may conflict in any way with the terms of this agreement shall be binding on the parties unless the variation, amendment, suspension or conflicting agreement has been recorded in writing and signed by the parties.

14. COSTS OF AGREEMENT

All costs associated with the preparation or registration of this agreement shall be borne by the Board.

15. DURATION

This agreement shall come into effect on the date on which the last party signs it and shall remain in force for _____ years unless the declaration of the Conserved Area as a Nature Reserve is for any reason withdrawn in which case this Agreement shall terminate at the date of withdrawal.

SIGNED AT _____ ON _____ .

LANDOWNER

AS WITNESSES

SIGNED AT _____ ON _____ .

MEC

AS WITNESSES

SIGNED AT _____ ON _____ .

BOARD

AS WITNESSES

ANNEXURE “A”

DIAGRAMS OF “PRIVATE AREAS”

ANNEXURE “B”

DIAGRAM OF “CONSERVED AREA”

Appendix 3b

NOTARIAL DEED FOR CONTRACTUAL PROTECTED AREA

Between

[Insert Identity No. of Owner]
(“Landowner”)

And

***[the Minister of Environmental Affairs, (“Minister”) or
the Member of the Provincial Executive Council for the Environment¹ (“MEC”) or
Other Agency²]***
[Insert Description of Entity and Registration Number]

WHEREAS the Minister [or MEC] is empowered in terms of the Protected Areas Act, 2003 (Act no. 57 of 2003 – hereinafter referred to as “the Act”) to declare an area as a protected area;

AND WHEREAS the Landowner is the registered owner of *[Insert name of property]* (hereinafter referred to as “the property”) measuring *[Insert size of property]* held under Deed of Transfer No. *[Insert Deed Number/s]* dated *[Insert Dates]*;

AND WHEREAS the property has been identified as being of high conservation value due to the fact that:

- (aa) [List features of property which characterise it as being of high conservation value]*
- (bb) [it contributes to the realisation of the objectives of the Act]*
- (cc) [it fulfils a purpose listed in section 17 of the Act]*

AND WHEREAS the Minister *[or MEC, or Other Agency]* wishes the property be protected and managed to ensure the conservation of the biodiversity located on it;

[AND WHEREAS the property comprises of:

- (i) the PRIVATE AREA, in the extent of [Insert size] as is reflected as portion ABCD in the map annexed hereto marked “A”; and*
- (ii) the CONSERVED AREA, in the extent of [Insert size] as is reflected as portion EFGH in the map annexed hereto marked “A”];³*

AND WHEREAS the Landowner and the Minister wish to conclude an agreement in terms of the Act in which the Landowner consents to the declaration of *[his/her Property / the Conserved Area]* as a protected area

AND WHEREAS the Landowner recognises the need to conserve the biodiversity situated on the property in perpetuity and hence wishes to record certain terms of the agreement against the title deeds of the property (in terms of section 35(3) of the Act to ensure that they are binding on subsequent owners of the property and/or any other person that may acquire a right in respect of the property.

¹ Where wish to declare private land as a Provincial Nature Reserve under the Western Cape Nature Conservation Board Act, 1998 (No. 15 of 1998) provided that it is recognized by the Protected Areas Act, No. 57 of 2003.

² Where the Minister or MEC has delegated the authority to contract private land into national parks and nature reserves, under the National Environmental Management: Protected Areas Act, to such other agency.

³ Insert this paragraph where only declaring a specifically defined portion of the property as a protected area.

NOW THEREFORE the parties declared that:

1. The Landowner hereby agrees to the declaration of the *[property/conserved area]* as a Nature Reserve in terms of Section 23 of the Act.
2. The Landowner hereby acknowledges that certain activities must be restricted on the property in order to achieve the above stated aim and he/she hereby agrees to:⁴
 - A. Compliance with Management Plan

Comply with all the terms and conditions set out in the Management Plan.
 - B. Development
 - i) Not plough, rip, cut or otherwise deleteriously damage any soil, indigenous vegetation or habitat, and
 - ii) Not construct or erect, or allow the construction or erection of, any buildings, roads or structures in the Conserved Area, other than that catered for explicitly in the Management Plan.
 - C. Biodiversity
 - (i) Not remove or destroy, or permit the destruction or removal of, or do or permit any act that may adversely affect the biodiversity in the Conserved Area.
 - (ii) Not plant, or permit the planting of, any flora other than local non-invasive indigenous flora in the Conserved Area as catered for in the Management Plan.
 - (iii) Not introduce, or permit the introduction of, any non-indigenous fauna, including (but not limited to) any livestock, cat, dog or other domestic animal in the Conserved Area.
 - D. Water

Not do or permit any act that may adversely affect the natural state, flow, supply, quantity or quality of any water resource located in the Conserved Area, subject to the provisions of the National Water Act (Act no 36 of 1998).
 - E. Commercial Activity
 - (i) Not permit or consent to any prospecting, exploration, mining or production of gas, petroleum, mineral or other substances in the Conserved Area.
 - (ii) Not permit or consent to, unless required by law, the placement of any transmission lines, telecommunication lines, cellular towers or public works in the Conserved Area.
 - (iii) Not subdivide, or permit the subdivision of, the Conserved Area.
 - (iv) Not operate, or permit the operation of, any trade, industry or business in the Conserved Area, except as explicitly catered for in the Management Plan.

⁴ The right to all restricted activities A-G rests with the holder of the servitude, i.e. the conservation agency. Thus none of the restricted activities may be undertaken without consent of the servitude holder

F. Other Human Activities

- (i) Not use, or permit the use of, motorcycles or four-wheel drive vehicles unless their use is necessary for the proper management and protection of the Conserved Area.
- (ii) Not dump, or permit the dumping of, any waste material in the Conserved Area.
- (iii) Not hunt, or permit hunting, to take place unless it is necessary for the proper management of the fauna located in the Conserved Area, unless otherwise catered for in the Management Plan.
- (iv) Not permit the general public to access the Conserved Area, unless otherwise agreed to in the Management Plan.

G. Activities in the Private Area

Ensure that his/her occupation, use, enjoyment, and/or development in/of the Private Area shall take place in a manner that minimizes any potential disturbance to, and adverse impacts on, the Conserved Area.

3. This agreement shall bind all subsequent owners of the property and/or any other person that may acquire a future right in respect of the property, in perpetuity.

THUS DONE AND EXECUTED at [Place] in the presence of the following witnesses and me, the Notary.

AS WITNESSES

1. _____

2. _____

**APPEARER
QUOD ATTESTOR**

NOTARY PUBLIC

PROTECTED AREA MANAGEMENT AGREEMENT

Between

Identity Number

("Landowner")

And

Stefanus Johannes Bekker

In his capacity as the Acting Chief Executive Officer who warrants that he is duly authorized to
act on behalf of

The Western Cape Nature Conservation Board
("The Board")

PREAMBLE

WHEREAS

- A. Landowner is the registered owner of _____ measuring _____ ha held under Deed of Transfer No _____.
- D. A portion of the Property has been identified as an area with high conservation value in that:
(aa) *[List features of property which characterise it as being of high conservation value]*
[For example:
- it contains threatened or protected ecosystems in terms of the Biodiversity Act No. 10 of 2004,
 - it conserves a priority area identified in Bioregional/Provincial/Conservation plan]
- E. The MEC has entered into an agreement with the Landowner in terms of which a portion of the Property is to be declared a Nature Reserve and the management of a portion of the Property has been assigned to the Management Authority.
- F. The parties wish to formalize the management of a portion of the Property to ensure the conservation of the biodiversity located on it for a period of _____ years and the Landowner contracts a portion of its Property for this purpose.
- G. The parties wish to record the terms of this Agreement against the title deeds of the Property to ensure that they are binding on subsequent owners of the Property and/or any person that may acquire a future right in respect of the Property.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1. DESCRIPTION OF THE PROPERTY

The Property comprises of:

- 1.1 **Portion A** _____ (See Annex A): the GPS points follow in a clockwise direction from the northwest boundary of the reserve on the mountain ("the Conserved Area") :
- 1.1.1 a)
- 1.1.2 Excluding the site excavated for a _____ with the following co-ordinates (in a clockwise direction starting at point "a") (See Annex A) ("the Private Area"):
- 1.2.1 a)

2 MANAGEMENT OF CONSERVED AREA

2.1 Objectives

The parties agree to the following management objectives in relation to the Conserved Area:

- 2.1 *[Insert the 5-6 most fundamental management objectives agreed to by owner and conservation agency after initial discussions- obtain from the management plan]*
- 2.2 *[Insert what each party must achieve by when]*
- 2.3 *[Insert what actions each party must undertake by when]*

For example:

- No further agricultural development will occur in the Conserved Area.
- Alien and invasive species will be controlled, and eradicated where possible, according to the schedule contained in the management plan annexed hereto.
- Livestock will only be allowed access to the Conserved Area for specific times (as set out in the management plan) and in numbers permissible in terms of the management plan
- The fence separating the Conserved Area from the Provincial Nature Reserve as outlined in diagram X in the management plan annexed hereto will be moved by the Conservation Agency before the end of July 2005
- etc...

2.2 Management Plan

2.2.1 The Landowner shall, within 12 months of its assignment, submit a Management Plan for the Conserved Area to the MEC for approval, which Management Plan is to be prepared in consultation with the Board, municipalities, other organs of state, local communities and other affected parties which have an interest in the area and must take into account any applicable aspects of the integrated development plan of the municipality in which the Conserved Area is situated.

2.2.2 The Landowner agrees to manage the Conserved Area exclusively for the purpose for which it was declared and in accordance with the Management Plan and any applicable national and provincial legislation, policies, plans or municipal by-laws.

2.2.3 The Management Plan shall, as a minimum, contain:

- 2.2.3.1 The terms and conditions of any applicable biodiversity Management Plan;
- 2.2.3.2 A co-ordinated policy framework;
- 2.2.3.3 Such planning measures, controls and performance criteria as may be prescribed;
- 2.2.3.4 A programme for the implementation of the plan and its costing;
- 2.2.3.5 Procedures for public participation, including participation by the owner (if applicable), any local community, or other interested party;
- 2.2.3.6 Where appropriate, the implementation of community-based natural resource management;
- 2.2.3.7 A zoning of the area indicating what activities may take place in different sections of the area, and the conservation objectives of the sections;
- 2.2.3.8 The objectives stated in clause 2.1 of this Agreement; and
- 2.2.3.9 The rights and obligations of the parties in relation to the Conserved Area, which are set out in clauses 3 to 6 of this Agreement.

2.3 Monitoring and Review of the Management Plan

2.3.1 The Board shall carry out regular inspection of the Conserved Area.

2.3.2 The Board shall convene a meeting with the Landowner on an annual basis, or at such earlier time should either of the parties deem it necessary, to formally review progress toward achieving the management objectives set out in 2.1 and the Management Plan.

2.3.3 The Board will present the following information to the Landowner at this meeting:

- 2.3.3.1 the extent to which the current Management Plan has achieved the stated Objectives of the Agreement;
- 2.3.3.2 the extent to which the parties have complied with their respective rights and obligations under the current Management Plan;

- 2.3.3.3 current and future challenges to the conservation, management and status of the Conserved Area; and
- 2.3.3.4 proposed amendments to the Management Plan.
- 2.3.3.5 The parties shall, by mutual agreement and with the MEC's consent amend the Management Plan when necessary, which amendments shall be reduced to writing and signed by both parties.

3 RIGHTS OF LANDOWNER IN RESPECT OF CONSERVED AREA

3.1 Ownership

3.1.1 The Landowner retains all rights of ownership over the Conserved Area.

3.1.2 The Landowner warrants that the exercise of such ownership shall be consistent with the provisions of this Agreement, any regulations made by the MEC under section 87 of the Protected Areas Act, municipal by-laws or internal rules made by the Management Authority in terms of section 52 of the Protected Areas Act.

3.2 Access

The Landowner and his or her family and permitted friends can access the Conserved Area provided that the access is consistent with the provisions of this Agreement, any regulations made by the MEC under section 87 of the Protected Areas Act, municipal by-laws or internal rules made by the Management Authority in terms of section 52 of the Protected Areas Act, and provided further that this may be regulated by agreement in the Management Plan.

4 OBLIGATIONS OF LANDOWNER IN RESPECT OF CONSERVED AREA

4.1 Compliance with the Management Plan

The Landowner shall comply with all the terms and conditions set out in the Management Plan.

4.2 Development

4.2.1 The Landowner shall not construct, erect or upgrade, or allow the construction, erection or upgrading, of any buildings, roads or structures in the Conserved Area, except as expressly provided for in the Management Plan (and subject to any regulations published by the MEC in terms of section 87) to further the conservation of biodiversity in the Conserved Area.

4.2.2 The Landowner shall obtain any necessary approval, permission or exemption required in order to undertake any development contemplated in the Management Plan.

4.3 Biodiversity

4.3.1 The Landowner shall not remove or destroy, or permit the destruction or removal of, any indigenous species in the Conserved Area, save as expressly required in the Management Plan.

4.3.2 The Landowner shall not plant, or permit the planting of, any flora other than local non-invasive indigenous flora in the Conserved Area.

4.3.3 The Landowner shall not introduce, or permit the introduction of, any non-indigenous fauna onto the Conserved Area, including (but not limited to) any livestock, cat, dog or other domestic animal.

4.3.4 The Landowner shall not do, or permit, any act that may adversely affect any indigenous flora and fauna, or their habitats, in the Conserved Area.

4.4 Water

4.4.1 The Landowner shall not do, or permit, any act that may adversely affect the natural state, flow, supply, quantity or quality of any water resource located in the Conserved Area, subject to the provisions of the National Water Act, 36 of 1998.

4.4.2 Any other person that may have a right to water in a public stream in the Conserved Area shall do so on such conditions prescribed by the Minister of Environmental Affairs with the concurrence of the Minister of Water Affairs.

4.5 Commercial Activity

4.5.1 The Landowner shall not permit or consent to any prospecting, exploration, mining or production of gas, petroleum, mineral or other substances in the Conserved Area.

4.5.2 The Landowner shall not permit or consent to, unless required by law, the placement of any transmission lines, telecommunication lines, cellular towers or public works in the Conserved Area.

4.5.3 The Landowner shall not subdivide, or permit the subdivision of, the Conserved Area.

4.5.4 The Landowner shall not operate, or permit the operation of, any trade, industry or business in the Conserved Area.

4.6 Other Human Activities

4.6.1 The Landowner shall not use, or permit the use of, motorcycles or four-wheel drive vehicles in the Conserved Area unless their use is necessary for the proper management and protection of the Conserved Area.

4.6.2 The Landowner shall not dump, or permit the dumping of, any waste material in the Conserved Area.

4.6.3 The Landowner shall not hunt, or permit hunting, to take place in the Conserved Area unless it is necessary for the proper management of the fauna located in the Conserved Area, and the proper permits have been obtained and restrictions adhered to.

4.6.4 The Landowner shall only permit the general public to access the Conserved Area as provided for in the Management Plan.

5 RIGHTS OF BOARD IN RESPECT OF CONSERVED AREA

5.1 Access to fulfil obligations in terms of the Management Plan

The Landowner shall allow the Board, its employees and consultants access to the Conserved Area to fulfil their obligations under the Management Plan, which will include access to undertake scientific research, and to ensure proper management and compliance with the terms of this agreement.

5.2 Ownership of wildlife

Ownership of all wildlife and progeny on the property will be negotiated depending on their source, population status and conservation objectives and captured in the Management Plan. All introductions or removals of wildlife will be catered for in the Management Plan or by agreement with the owner.

6 OBLIGATIONS OF BOARD IN RESPECT OF THE CONSERVED AREA

6.1 Compliance with the Management Plan

The Board shall comply with all the terms and conditions set out in the Management Plan.

6.2 Supervision and Technical Support

The Board shall provide any technical assistance, information and management advice that may be required to ensure the effective conservation of the Conserved Area.

6.3 Notification of Access

The Board, its consultants and employees shall notify the Landowner whenever they intend to enter the Conserved Area. However, the Board, its consultants and employees may also be empowered by legislation to enter any property for official purposes.

6.4 Rates & Taxes

6.4.1 The Board will not be liable for rates due on commercial or other infrastructure, developments or improvements unless by agreement herein.

6.4.2 The Board shall notify the Landowner of the Landowner's eligibility for exemption from any other levies, duties or taxes which may be pursuant to this agreement.

6.5 Conservation Costs

The Board shall pay all reasonable costs associated with the establishment of the Conserved Area. The costs of the implementation of the Management Plan for the duration of this agreement will be shared between the Board and the Landowner, which costs may include the following, as detailed in the Management Plan:

6.5.1. Clearing alien invasive vegetation

6.5.2. Fire management

6.5.3. Monitoring

6.5.4. The Board shall keep an accurate record of all such costs which it shall make available to the Landowner on request.

6.5.5. Such costs shall include direct expenditure on materials, transport, third party expertise (including labour contractors and legal advice), and shall increase with the standard inflation indices. Such costs shall not include reimbursement of the time of the agency's personnel or staff in establishing the Conserved Area or in implementing this agreement.

7 REZONING OF CONSERVED AREA

7.1 The Landowner agrees to rezone the Conserved Area to Open Space III, or other zone appropriate for a Conserved Area, in terms of the Land Use Planning Ordinance, 1985 (Ordinance 15 of 1985), or applicable zoning scheme regulations.

7.2 The Landowner shall take all measures necessary to attend to this rezoning within six months of this Agreement coming into effect.

7.3 The Landowner shall take all necessary measures and sign all necessary documentation relating to the rezoning on the Conserved Area when requested by the Board.

7.4 All costs associated with the rezoning application shall be borne by the Board.

8 REGISTRATION OF A NOTARIAL DEED

8.1 The parties agree that the terms of this Agreement will be binding on the Landowner's successors in title and the Landowner agrees to record the terms of the Agreement in a Notarial Deed to be registered against the title deeds of the Property, in order to ensure that this area is conserved for _____ years.

8.2 The Notarial Deed, as agreed on between the parties, is annexed to this Agreement marked_____

8.3 The Landowner shall instruct its attorneys, within one month of the Management Agreement coming into effect, to register the Notarial Deed.

8.4 The Landowner shall take all necessary measures and sign all necessary documentation relating to the Notarial Deed when requested by the Board to do so.

8.5 Any costs incurred in giving effect to this clause shall be borne by the Board.

9 RIGHTS OF LANDOWNER IN RESPECT OF THE PRIVATE AREA

The Landowner shall retain the exclusive right to occupy, use, enjoy and develop the Private Area, and warrants that such occupation, use, enjoyment and/or development shall be exercised in accordance with the spirit and purport of this Agreement.

10 OBLIGATIONS OF LANDOWNER IN RESPECT OF PRIVATE AREA

10.1 Development:

The Landowner shall not construct or erect any buildings or other structures in the Private Area without obtaining a prior written recommendation from the Board for these buildings or structures regarding possible impacts on the Conserved Area.

10.2 Minimum Impact of Activities:

The Landowner shall ensure that any occupation, use, enjoyment, and/or development in/of the Private Area shall take place in a manner that minimizes any potential disturbance to, and adverse impacts on the Conserved Area.

11 DELEGATION OF RIGHTS AND RESPONSIBILITIES

11.1 The parties to this agreement may not delegate or cede any of their rights or obligations under this agreement unless:

11.1.1 they have the written consent of the other party to this agreement, which consent shall not be unreasonably withheld; and

11.1.2 the party to whom the rights and/or obligations have been delegated or ceded, has acknowledged its acceptance of the delegation or cession in writing, to both parties to this agreement.

12 BREACH

- 12.1 If either party breaches the terms in this Agreement, the other party can notify the offending party in writing and call on him/her to remedy the breach within a reasonable period.
- 12.2 If the offending party still fails to remedy the breach, the other party may, without detriment to any other remedy available to it in law:
- 12.2.1 take any necessary measures itself to remedy the breach, or appoint a third party to do so, and recover its costs in doing so from the offending party; and/or
- 12.2.2 enforce or cancel the agreement and claim any damages it may be legally entitled to.

13 RECOVERY OF EXPENDITURE ON TERMINATION

In the event that this Agreement is terminated at the instance of the Board in terms of clause **8**, the Landowner shall reimburse the Board for any expenditure reasonably incurred by it in giving effect to the terms of this Agreement.

14 RIGHT OF FIRST REFUSAL

In the event that the Landowner wishes to sell the property, or a portion/s of it, during the duration of this Agreement, the Landowner undertakes to offer the said property, or any portion/s of it, to the Board on the same terms and conditions as offered to/by any third party and shall grant the Board a period of 60 (sixty) days within which to consider the offer and exercise its right of first refusal.

15. DISPUTE RESOLUTION

The parties agree that they will be bound by the provisions contained in Chapter 4 of the National Environmental Management Act 107 of 1998 and that any disputes of any nature which may arise at any time from this Agreement will be dealt with in accordance with this Chapter.

16. DOMICILIA AND NOTICES

The parties choose the addresses set out below as their *domicilia citandi et executandi* for all purposes of this agreement and as their respective addresses for the service of any notice required to be served on them in terms of this agreement.

The Landowner

Physical: CapeNature House, Belmont Office Park, 14 Belmont Road, Rondebosch, 7700

Postal Private Bag X29, Rondebosch, 7701

The Board

17. VARIATION OF AGREEMENT

No variation, amendment or suspension of any of the terms of this Agreement shall be valid, and no further agreement which may conflict in any way with the terms of this Agreement shall be binding on the parties unless the variation, amendment, suspension or conflicting agreement has been recorded in writing and signed by the parties.

18. COSTS OF AGREEMENT

All costs associated with the preparation or registration of this Agreement shall be borne by the Board.

19. DURATION

19.1 This agreement shall come into effect on the date on which the last party signs it and shall remain in force for a period of _____**years** unless:

19.1.1 the declaration of the Conserved Area as a protected area is for any reason withdrawn prior to the expiry of the Agreement in which case this Agreement shall terminate at the date of withdrawal;

19.1.2 The Landowner elects to sell the property prior to the expiry of the Agreement in which case the Agreement shall terminate at the date of transfer of the property to the new owner.

SIGNED AT _____ ON _____ .

LANDOWNER

AS WITNESSES

SIGNED AT _____ ON _____ .

In his capacity as **Acting Chief Executive Officer of the Western Cape Nature Conservation Board** (Duly authorized by the Board in terms of Resolution no 004/2005 dated 26 May 2005 annexed as annexure "C")

AS WITNESSES

ANNEXURE "A"

DIAGRAM OF "CONSERVATION AREA" & "PRIVATE AREA"

BIODIVERSITY AGREEMENT

Between

(Identity no.)

(“Landowner”)

And

Stefanus Johannes Bekker

In his capacity as the Acting Chief Executive Officer who warrants that he is duly authorized to act on behalf of

THE WESTERN CAPE NATURE CONSERVATION BOARD
(“the Board”)

PREAMBLE

WHEREAS

- H. The Landowner is the registered owner of _____
measuring _____ ha and held by Deed of Transfer _____.
- I. A portion of the Property has been identified as an area with high conservation value in that:
(bb) *[List features of property which characterise it as being of high conservation value]*
[For example:
 - it contains threatened or protected ecosystems in terms of the Biodiversity Act No. 10 of 2004,
 - it conserves a priority area identified in Bioregional/Provincial/Conservation plan]*]*
- J. The Landowner and Board recognize the value of conserving the biodiversity located on the Property.
- K. The Board wishes to assist the landowner to manage a portion of the Property to ensure the conservation of the biodiversity located on it for a period of _____.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

16. DESCRIPTION OF THE PROPERTY

The Property comprises of:

- (i) a. _____.
known as the “**Conserved Area**” (shaded _____) and depicted in the attached Annexure A by the area marked ____
- (ii) The private area is depicted in the attached Annexure A by the area marked _and shaded _____.

3 MANAGEMENT OF CONSERVED AREA

2.3 Objectives

The parties agree to the following management objectives in relation to the Conserved Area:

- 3.1 *[Insert the 5-6 most fundamental management objectives agreed to by owner and conservation agency after initial discussions- obtain from the management plan]*
- 3.2 *[Insert what each party must achieve by when]*
- 3.3 *[Insert what actions each party must undertake by when]*

2.2 Management Plan

- 2.2.4 The Board shall, in consultation with the Landowner and any other affected parties that have an interest in the area, prepare a Management Plan to give effect to the management objectives for the Conserved Area within six months of this Agreement coming into force.

2.2.5 The Landowner agrees to manage the Conserved Area exclusively for the purpose for which it was contracted and in accordance with the Management Plan and any applicable national and provincial legislation, policies, plans or municipal by-laws.

2.2.6 The Management Plan shall, as a minimum:

2.2.6.1 Include the objectives stated in clause 2.1 of this Agreement; and

2.2.6.2 Include the rights and obligations of the parties in relation to the Conserved Area, which are set out in clauses 3 to 6 of this Agreement.

2.2.6.3 Not conflict with any bioregional plan or biodiversity management plan prepared under the National Environmental Management Biodiversity Act (No. 10 of 2004), any management plan prepared under the National Environmental Management: Protected Areas Act (No. 57 of 2003), or any other statutory environmental management plan applicable to the area, and

2.2.6.4 Contain any regulations, directives or measures as may be stipulated by a statutorily recognized agricultural plan or scheme for the sustainable use of natural resources in that area.

2.4 Monitoring and Review of the Management Plan

2.3.4 The Board in consultation with the Landowner shall carry out regular inspection of the Conserved Area.

2.3.5 The Board shall convene a meeting with the Landowner on an annual basis, or at such earlier time should either of the parties deem it necessary, to formally review progress toward achieving the management objectives set out in 2.1 and the Management Plan.

2.3.6 The Board will present the following information to the Landowner at this meeting:

2.3.6.1 the extent to which the current Management Plan has achieved the stated Objectives of the Agreement;

2.3.6.2 the extent to which the parties have complied with their respective rights and obligations under the current Management Plan;

2.3.6.3 current and future challenges to the conservation, management and status of the Conserved Area; and

2.3.6.4 proposed amendments to the Management Plan.

2.3.7 The parties shall, by mutual agreement amend the Management Plan when necessary, which amendments shall be reduced to writing and signed by both parties.

4 RIGHTS OF LANDOWNER IN RESPECT OF CONSERVED AREA

3.2 Ownership

The Landowner retains all rights of ownership over the Conserved Area provided they are compliant with the provisions of this agreement.

3.2 Access

The Landowner and his or her family and permitted friends can access the Conserved Area provided that the access is consistent with the provisions of this Agreement, and provided further that this may be regulated by agreement in the Management Plan.

5 OBLIGATIONS OF LANDOWNER IN RESPECT OF CONSERVED AREA

5.1 Compliance with the Management Plan

The Landowner shall comply with all the terms and conditions set out in the Management Plan.

4.2 Development

4.6.5 The Landowner shall not construct, erect or upgrade, or allow the construction, erection or upgrading, of any buildings, roads or structures in the Conserved Area, except as expressly provided for in the Management Plan to further the conservation of biodiversity in the Conserved Area.

4.6.6 The Landowner shall obtain any necessary approval, permission or exemption required in order to undertake any development contemplated in the Management Plan.

4.7 Biodiversity

4.7.1 The Landowner shall not remove or destroy, or permit the destruction or removal of, any indigenous species in the Conserved Area, save as expressly required in the Management Plan.

4.7.2 The Landowner shall not plant, or permit the planting of, any flora other than local non-invasive indigenous flora in the Conserved Area.

4.7.3 The Landowner shall not introduce, or permit the introduction of, any non-indigenous fauna onto the Conserved Area, including (but not limited to) any livestock, cat, dog or other domestic animal.

4.7.4 The Landowner shall not do, or permit, any act that may adversely affect any indigenous flora and fauna, or their habitats, in the Conserved Area.

4.8 Water

4.8.1 The Landowner shall not do, or permit, any act that may adversely affect the natural state, flow, supply, quantity or quality of any water resource located in the Conserved Area, subject to the provisions of the National Water Act, 36 of 1998.

4.8.2 Any other person that may have a right to water in a public stream in the Conserved Area shall do so on such conditions prescribed by the Minister of Environmental Affairs with the concurrence of the Minister of Water Affairs.

4.5 Commercial Activity

- 4.5.1 The Landowner shall not permit or consent to any prospecting, exploration, mining or production of gas, petroleum, mineral or other substances in the Conserved Area.
- 4.5.2 The Landowner shall not permit or consent to, unless required by law, the placement of any transmission lines, telecommunication lines, cellular towers or public works in the Conserved Area.
- 4.5.3 The Landowner shall not subdivide, or permit the subdivision of, the Conserved Area.
- 4.5.4 The Landowner shall not operate, or permit the operation of, any trade, industry or business in the Conserved Area.

4.6 Other Human Activities

- 4.6.1 The Landowner shall not use, or permit the use of, motorcycles or four-wheel drive vehicles in the Conserved Area unless their use is necessary for the proper management and protection of the Conserved Area.
- 4.6.2 The Landowner shall not dump, or permit the dumping of, any waste material in the Conserved Area.
- 4.6.3 The Landowner shall not hunt, or permit hunting, to take place in the Conserved Area unless it is necessary for the proper management of the fauna located in the Conserved Area, and the proper permits have been obtained and restrictions adhered to.
- 4.6.4 The Landowner shall not permit the general public to access the Conserved Area unless otherwise agreed to by the Board.

6 RIGHTS OF BOARD IN RESPECT OF CONSERVED AREA

6.1 Access to fulfill obligations in terms of the Management Plan

The Landowner shall upon request and with prior arrangement allow the Board, its employees and consultants access to the Conserved Area to fulfill their obligations under the Management Plan, which will include access to undertake scientific

research, and to ensure proper management and compliance with the terms of this agreement.

6.2 Wildlife Management

Ownership of all wildlife and progeny on the property will be negotiated depending on their source, population status and conservation objectives and captured in the Management Plan. All introductions or removals of wildlife will be catered for in the Management Plan or by agreement with the owner.

7 OBLIGATIONS OF BOARD IN RESPECT OF THE CONSERVED AREA

7.1 Compliance with the Management Plan

The Board shall comply with all the terms and conditions set out in the Management Plan.

6.3 Supervision and Technical Support

The Board shall provide any technical assistance, information and management advice that may be required to ensure the effective conservation of the Conserved Area.

6.4 Notification of Access

The Board, its consultants and employees shall notify the Landowner whenever they intend to enter the Conserved Area unless such access has been otherwise agreed under the Management Plan. However, the Board, its consultants and employees may also be empowered by legislation to enter any property for official purposes.

6.6 Rates & Taxes

6.6.1 The Board will not be liable for rates due on commercial or other infrastructure, developments or improvements unless by agreement herein.

6.6.2 The Board shall notify the Landowner of the Landowner's eligibility for exemption from any other levies, duties or taxes, which may be pursuant to this agreement.

6.7 Conservation Costs

6.5.6. The Landowner agrees to pay all reasonable costs associated with the establishment of the Conserved Area and the implementation of the Management Plan as agreed to in the Management Plan. Such costs may include, but are not limited to, the following:

6.5.1.1. Clearing alien invasive vegetation

6.5.1.2. Fire management

6.5.1.3. Monitoring

6.5.7. Such costs shall include direct expenditure on materials, transport, third party expertise (including labour contractors and legal advice), and shall increase with the standard inflation indices.

6.5.8. Such costs shall not include reimbursement of the time of the Board's personnel or staff in establishing the Conserved Area or in implementing this agreement.

6.5.9. The Board shall keep an accurate record of all such costs which it shall make available to the landowner on request.

8. RIGHTS OF LANDOWNER IN RESPECT OF THE PRIVATE AREA

The Landowner shall retain the exclusive right to occupy, use, enjoy and develop the Private Area, provided that this occupation, use, enjoyment and/or development are consistent with the provisions of this Agreement.

9. OBLIGATIONS OF LANDOWNER IN RESPECT OF PRIVATE AREA

9.1. Development:

The Landowner shall not construct or erect any buildings or other structures in the Private Area unless he/she has obtained the prior written approval from the Board for these buildings or structures, which approval cannot be unreasonably withheld.

9.2. Minimum Impact of Activities:

The Landowner shall ensure that any occupation, use, enjoyment, and/or development in/of the Private Area shall take place in a manner that minimize any potential disturbance to, and adverse impacts on the Conserved Area.

10. DELEGATION OF RIGHTS AND RESPONSIBILITIES

The parties to this agreement may not delegate or cede any of their rights or obligations under this agreement unless:

- 10.1. they have the written consent of the other party to this agreement, which consent shall not be unreasonably withheld; and
- 10.2. the party, to whom the rights and/or obligations have been delegated or ceded, has acknowledged its acceptance of the delegation or cession in writing, to both parties to this agreement.

11. BREACH

11.1. If either party breaches the terms in this Agreement, the other party can notify the offending party in writing and call on him/her to remedy the breach within a reasonable period.

11.2. If the offending party still fails to remedy the breach, the other party may, without detriment to any other remedy available to it in law:

11.2.1. take any necessary measures itself to remedy the breach, or appoint a third party to do so, and recover its costs in doing so from the offending party; and/or

11.2.2. enforce or cancel the agreement and claim any damages it may be legally entitled to.

12. RECOVERY OF EXPENDITURE ON TERMINATION

In the event that this Agreement is terminated at the instance of the Board in terms of clause 11, the Landowner shall reimburse the Board for any expenditure reasonably incurred by it in giving effect to the terms of this Agreement.

13. RIGHT OF FIRST REFUSAL

In the event that the Landowner wishes to sell the property, or a portion/s of it, during the duration of this Agreement, the Landowner undertakes to offer the said property, or any portion/s of it, to the Board on the same terms and conditions as offered to/by any third party and shall grant the Board a period of 60 (sixty) days within which to consider the offer and exercise its right of first refusal.

14. DISPUTE RESOLUTION

14.1. Should any dispute of any nature arise at any time between the parties to this agreement, the parties agree to submit the dispute to arbitration in accordance with the following provisions:

14.1.1. The arbitration proceedings will be conducted in accordance with the Arbitration Act (No. 42 of 1965).

14.1.2. The arbitration proceedings will be held on an informal basis, it being the parties' intention that a decision should be reached as quickly and as inexpensively as possible, subject only to the observance of the principles of due process.

14.1.3. Each party may be represented at the arbitration proceedings by its legal representative and/or other experts or specialists employed by it.

14.1.4. The Arbitrator will permit each party to present any evidence and argument as the Arbitrator may consider to be relevant to the dispute, and will generally determine in his or her sole discretion, all matters relating to the conduct of the proceedings and the procedures to be adopted in order to give effect to the intent expressed 14.1.1 above.

14.1.5. The Arbitrator will be nominated as follows:

- 14.1.5.1. If the matter in dispute is primarily a legal matter, the Arbitrator will be a Senior Counsel to be agreed upon between the parties, and failing agreement, to be nominated by the President for the time being of the Law Society of the Cape of Good Hope.
- 14.1.5.2. If the matter in dispute is primarily an accounting matter, the Arbitrator will be a Chartered Accountant to be agreed upon between the parties and failing agreement, to be nominated by the President for the time being of the South African Institute of Chartered Accountants.
- 14.1.5.3. If the matter in dispute relates to any matter not being primarily a legal and/or accounting issue, or if the parties are unable to agree on the nature of the matter in dispute, the Arbitrator will be such other person having an appropriate knowledge, as may be agreed upon between the parties, and failing agreement, to be nominated by the President for the time being of the Law Society of the Cape of Good Hope.
- 14.1.6. The Arbitrator will, at the request of any of the parties, be assisted by a person having specialised knowledge of environmental management to be agreed upon between the parties and failing agreement, to be nominated by the Chairperson of the South African National Parks Board.
- 14.1.7. The decision of the Arbitrator will be final and binding upon both parties and capable of being made an Order of Court on application by either of them.
- 14.1.8. Nothing contained in this clause of the agreement will prevent either party from applying to Court for a temporary interdict or other relief of an urgent and temporary nature, pending the award of the Arbitrator.

14.1.9. The Arbitrator will be entitled to direct that any costs associated with the arbitration proceedings, as determined in the sole discretion of the Arbitrator, will be borne by each of the parties or will be paid by one or more of the parties and will be taxed as between “party and party” or as between “attorney and own client”.

15. DOMICILIA AND NOTICES

The parties choose the addresses set out below as their *domicilia citandi et executandi* for all purposes of this agreement and as their respective addresses for the service of any notice required to be served on them in terms of this agreement.

The Landowner:

Physical:

Postal:

The Board:

Physical: CapeNature House, Belmont Office Park, 14 Belmont Road, Rondebosch, 7700

Postal Private Bag X29, Rondebosch, 7701

16. VARIATION OF AGREEMENT

No variation, amendment or suspension of any of the terms of this Agreement shall be valid, and no further agreement which may conflict in any way with the terms of this Agreement shall be binding on the parties unless the variation, amendment, suspension or conflicting agreement has been recorded in writing and signed by the parties.

17. COSTS OF AGREEMENT

Each party will bear its own costs associated with the preparation and implementation of this Agreement.

18. DURATION

- 18.1. This agreement shall come into effect on the date on which the last party signs it and shall remain in force for a period of _____ unless:
- 18.2. both parties, prior to the expiry of this agreement, elect to extend the duration of this agreement for a further period of _____; or
- 18.3. the Landowner elects to sell the property prior to the expiry of the Agreement, in which case the Agreement shall terminate at the date of transfer of the property to the new owner.

SIGNED AT _____ ON _____ .

LANDOWNER

AS WITNESSES

1. _____

2. _____

SIGNED AT _____ ON _____ .

In his capacity as **Acting Chief Executive Officer of the Western Cape Nature Conservation Board** (Duly authorized by the Board in terms of Resolution no 004/2005 dated 26 May 2005)

AS WITNESSES

ANNEXURE “A”

DIAGRAM OF “PRIVATE AREAS” AND “CONSERVED AREA”



APPLICATION TO REGISTER A VOLUNTARY CONSERVATION SITE ON A SINGLE PROPERTY

INTRODUCTION

A Voluntary Conservation Site is an informally protected area, which is voluntarily committed to prescribed Stewardship Programme Criteria and registered with the Provincial Conservation Authority (namely CapeNature). The Conservation Agency acknowledges the need for support to Voluntary Conservation Sites but that there are currently limited resources for such sites that do not have legal conservation status.

DEFINITION

A Voluntary Conservation Site is a selected portion of a property, or an entire property that is voluntarily conserved and managed by its owner / s (and / or user groups), in respect of which registration is granted by the Provincial Conservation Agency.

REGISTRATION CRITERIA, OBJECTIVES & CODE OF CONDUCT

To qualify, the site should:

- 1- retain the essence of its natural character
- 2- not contain animal species which are not permitted in the province
- 3- be clear of invasive alien plants species, or have a programme in place to control them

The following objectives must be agreed to by the landowner and adhered to in order for the site to be officially registered as a Voluntary Conservation Site, and as such constitute the code of conduct for the property:

1. Be committed to the conservation of biodiversity and the conservation of cultural heritage where appropriate, by means of the following:
 - a.) Strive to maintain the integrity of the natural environment, by not participating in or permitting any act that may adversely affect any indigenous flora and fauna, or other natural systems in the conservation site.
 - b.) Utilise natural resources sustainably (i.e. in a way that does not compromise the ability of future generations to benefit from those resources).
 - c.) Strive to promote the ecological processes that sustain the natural environment and its biodiversity or remove / mitigate impediments thereto
 - d.) Co-operate with the relevant authorities in respect of the management of the conservation site, including the implementation of any legislation applicable to the whole or part of the conservation site.
 - e.) Abide by the various laws, regulations and policies laid down by competent authorities in the province to protect biodiversity and the natural environment.

DETAILS OF CONSERVATION SITE (to be completed with assistance from CapeNature)

Attach 1:10 000 or 1:50 000 maps showing where each of the sites on the property are located.

List and describe the areas as follows:

Area description	Vegetation type (according to latest SA vegetation type map)	Size (ha)	GPS co-ordinate of centre of area
Area 1:			
Area 2:			
Area 3:			
Area 4:			

APPLICATION BY LANDOWNER

I _____ (name of landowner) hereby apply for registration of a Voluntary Conservation Site on a total of _____ hectares of land, on behalf of the farm⁵ _____, referred to as _____ (current farm name).

I declare that I will to the best of my ability, ensure that the above objectives are adhered to.

Signature

Date

CONTACT DETAILS

<i>Name, address, email and tel. no's of landowner:</i> _____ _____ Name, address and tel. no's. of property manager: _____ _____
--

⁵ property name and erf number as it appears on title deed

For official use only

Recommended for registration

Signature

Conservation Services

Date

Signature

Business Unit Manager

Date

Signature

Director Operational Services

Date

CapeNature wishes to acknowledge their partners in the conservation stewardship initiative :



CRITICAL ECOSYSTEM
PARTNERSHIP FUND



Appendix 3f

Stewardship sites: Law Support Checklist

	Task	Required	Complete
Obtain documents NB: If Agreement is to be concluded in Afrikaans, extension officer is to provide draft agreements in Afrikaans including translation of features indicating conservation worthiness of the land.	Check K Drive for folder on stewardship site. (K/Agreements Biodiversity/Stewardship Agreements...) If no folder exists, create one.		
	Check folder for documents provided by extension officer.		
	Site assessment form		
	Management Plan (draft)		
	- Digital maps - indicating Conserved Area and Private area - GIS points plotted on the property boundary (a,b,c...)		
	Shapefiles		
	Digital photos		
	Draft declaration agreement / Management agreement / Biodiversity agreement indicating property description, duration/period of agreement and list of features indicating conservation worthiness.		
	Request documents not on K Drive from the Extension Officer		
	Obtain Title Deeds Deeds Web or Deeds Office		
	Obtain Survey Diagrams Surveyor General (Web) or Surveyor General		
Complete file	Print all documents not included in file Draft Management plan		
	Draft Declaration Agreement and draft Management Agreement or draft Biodiversity agreement		
	Maps (in colour)		
	Photographs		
Check Ownership	Deeds Enquiry (Deeds Web / Windeed) Owner/s		
	Size of the land parcel		
	<u>Company / Close Corporation search (Cipro)</u> Registration of entity		
	Description		
	Place of Business (Address)		
	Directors		
Draft Agreement / Edit Management agreement and Declaration	Declaration Agreement		
	Management Agreement		
	(Pro forma agreements on Land/Agreements Biodiversity/Stewardship Agreements/Proformas)		
Signature	Send to Extension Officer for signature by Landowner		
Ministerial Submission (for declaration and	Draft Ministerial Submission using Draft management Plan and Management Agreement Attach		

approval of management plan)	➤ Draft Notice of Intention to Declare		
	➤ Agreement to Declare and Assign (signed by Landowner and CapeNature)		
	➤ Route Form		
	Send to Minister for approval.		
Public Participation process <i>(during or before advertisement)</i>	Consultation:		
	• South African Heritage Resources Agency (SAHRA);		
	• Department of Environmental Affairs & Tourism;		
	• Provincial Department of Environmental Affairs & Development Planning		
	• Department of Water Affairs & Forestry;		
Notice of Intention to Declare	• Relevant local authority		
	Publish in		
	• Government Gazette		
	Two national Newspapers (at least)		
	Allow at least 60 days for public to submit written representations		
Provincial Notice for Deproclamation of Existing Nature Reserve (if applicable)	Submission to Minister for Approval of Deproclamation		
	Draft Notice		
	Publish in Government Gazette		
Provincial Notice for Declaration	Draft Notice for Declaration		
	Publish in Government Gazette		
Rezoning to Open Space III BY LANDOWNER	After conclusion of the Management Agreement Draft application to Local Authority		
Registration of Notarial Deed BY LANDOWNER	Instruction for registration		
Rates Rebate	Draft letter to Local Authority		
Update Database and Reserve list (Land Affairs)			

Suggested Structure – Stewardship Management Plan

An updated version will soon be available to be uploaded from www.capenature.co.za which will be compliant with the Protected Areas Act

- **Cover / inside cover** – capture contact details of owner, manager and author
- **Table of contents**
- **List of Figures**
- **List of Appendices**
- **Administration** – provide place for the client, and BWI extension officer to provide signature of approval

1. Introduction

Purpose of the plan, client brief (size of enterprise), BWI context, where emphases lie, how often plan should be reviewed etc.

- **Insert location map** (just towns, main roads, regional context)
- **Insert landuse map** (distinguish agricultural versus natural areas, as well as disturbed areas / old lands)
- **Insert infrastructure map** (road/trail network on the property)

2. Management Action Summary

Time-bound schedule of what actions need to take place (either per polygon or per month – see examples attached). This is the most important section of the entire plan! Ensure time-frames and actions are realistic and agreed to by landowner.

- **Insert Map of management zone boundaries**

3. Conservation Significance

Description of why the farm and specific habitats on the property have conservation significance – include international, regional and local perspective. Include description of vegetation types and conservation status (e.g. original extent of habitat, what percentage is left, what percentage of the conservation target is represented on the property). What ecological processes and gradients occur on the property? Any red data book species? Any special breeding sites? Any previous research conducted on property? Refer to clinchers from the CapeNature stewardship site assessment form if assessed by CapeNature for stewardship purposes.

- **Insert map of vegetation types** represented on property & any other ecological features
(Note: The latest SA vegetation types must be used, available from SANBI)

4. Management Actions

Detail needed for each management objective including:

Management objective	
Management Action	
Responsible Party	
Timeframe	
Means	

Insert relevant maps in the body of the report but place schedules & cost calculations in appendices. E.g. after fire management action description, insert firebreak and burn block map in report and scheduled block burn record sheet in appendices.

Typical management actions include:

- Alien Vegetation Management
- Invasive Alien Fauna Management
- Fire Management
- Game Management
- Road maintenance and erosion control
- Restoration
- Water management (including wetland & riparian zone management)
- Tourism activity management (including signage and information dissemination)
- Development
- Monitoring and review process
- Fencing/Boundary Demarcation
- If relevant, any natural heritage site or private nature reserve info

Note: Ensure all aspects in the IPW biodiversity guidelines are covered in one of the management action sections described.

5. Management responsibilities

Summary table of responsibilities, broken down to onsite staff management and with other organizations i.e. CapeNature. This is particular relevant should the site be entering into a stewardship contract with CapeNature.

6. Legislative Framework

List the requirements for the farm being recognised as a BWI champion or member (provided by BWI extension officer).

Summarize the most important aspects that must be adhered to from environmental legislation and any permits that are necessary (choose top 10). Where possible, list contact names and details. E.g:

- Obtain permit from National Dept. of Agric for cultivating new lands on virgin ground older than 10 years
- Obtain permission from DWAF before using heavy machinery in a river
- Get a certificate of adequate enclosure from WCNCB before introducing game
- If transporting game, obtain a translocation permit from WCNCB etc.

If the property is a CapeNature stewardship contract site (or old Private Nature Reserve or Natural Heritage Site), then list the restrictions as laid out in the contract agreement and the legal context for any conservation status applicable to the property (e.g. Protected Areas Act, 2004 can give private land contractual reserve status equivalent to provincial reserve).

7. Key recommendations

Summary of most important recommendations made to client, mentioned in any other section of the plan, that requires urgent attention by management.

8. Useful contacts

Provide a list / table of useful, relevant contact people, departments and institutions, such as research institutions, government departments, local authorities, special interest groups (birding, botany, archaeology etc), extension officers, funding sources etc.

9. Appendices

10. Landowner Info Pack (*not compulsory*)

This section is for all the “nice to know” information that is not critical for making management decisions, but is interesting background about the property. Compile as a separate document so as not to make the body of the plan too bulky. **Include information only if specifically requested by the client** such as:

- History of site
- Climate & geology of area
- Species lists
- Further reading
- Applicable CNC policies

A note about maps...

- i) Use aerial or orthophotos as background wherever possible.
- ii) Mapping of various aspects should be mapped at a suggested scale of 1:10 000
- iii) Ensure each map has a key that is clearly legible and is properly labelled.
- iv) Don't obscure background data layers with solid fill when indicating management zones – rather use numbered polygons
- v) Use A3 pull-out maps where possible – larger and clearer to read

Management Schedule

(other variations also possible-these are just ideas. If you have a better example, please send to Sue at bwi@sawb.co.za)

Option 1 – specify actions per management zone

Management Zone	Alien Clearing	Fire Belt	Block Burn	Road Maintenance	Monitoring	Additional Actions
2	Not scheduled for 2005	Tracer 2007	Post 2007			
3	Slash Hakea 08/2004	02/2005 for burn in management block 4		02/2005	10/2004 Check for regeneration of Hakea slashed too high	
4	See Burn	02/2005	04/2005	02/2005	08/2005 Regeneration after burn and rain	Follow up in 10/2006
14	Release Bio-control agent for Black Wattle 9/2004	02/2005		02/2005, this is also the fire belt	Effect of the biocontrol agent 11/2004	
15	Release Bio-control agent for Black Wattle 9/2004	02/2005		02/2005, this is also the fire belt	Effect of the biocontrol agent 11/2004	
18	10/ 2004 Initial clearing	04/ 2005 Prepare tracers	05/ 2005 Block Burn	04/ 2005 In entire "Portion B"	06/2005 Fixed point photographs	05/2005 Erect Electric fence around "Portion B" after the block burn.
19	10/ 2004 Initial clearing	04/ 2005 Prepare tracers	05/ 2005 Block Burn	04/ 2005 In entire "Portion B"	06/2005 Fixed point photographs	05/2005 Erect Electric fence around "Portion B" after the block burn.
20	10/ 2004 Initial clearing	04/ 2005 Prepare tracers	05/ 2005 Block Burn	04/ 2005 In entire "Portion B"	06/2005 Fixed point photographs	05/2005 Erect Electric fence around "Portion B" after the block burn.
36	10/ 2004 Initial clearing	04/ 2005 Prepare tracers	05/ 2005 Block Burn	04/ 2005 Roads necessary as fire belt	06/2005 Fixed point photographs	
37	Release Bio-control agent for Black Wattle 9/2004	02/2005		02/2005, this is also the fire belt	Effect of the biocontrol agent 11/2004	

Option 2 – Specify actions per month

Management Intervention	Management Action	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Alien Clearing</i>	Maintenance Sweep												
	Clear & Stack												
	Remove Timber												
	Burn Stacks												
	Quality Control & Follow-up												
<i>Fire Management</i>	Prepare Tracer Belts												
	Scheduled Blockburns												
	Fire Break Maintenance												
	Quality Control & Follow-up												
<i>Game Management</i>	Patrol Fence & Repair												
	Annual Census												
	Hunting & Sale of excess animals												
	Veg type & Utilisation study												
	Ecological Carrying Capacity Study												
<i>Monitoring & Evaluation</i>	Fixed Point Photography												
	Transect & Exclusion Plot Evaluation												
	Rare & Endangered Plant Populations												
	Management Evaluation & Scheduling												
<i>Auditing</i>	Prepare for Audit												
	WCNCB/ External Audit												

Appendix 4b

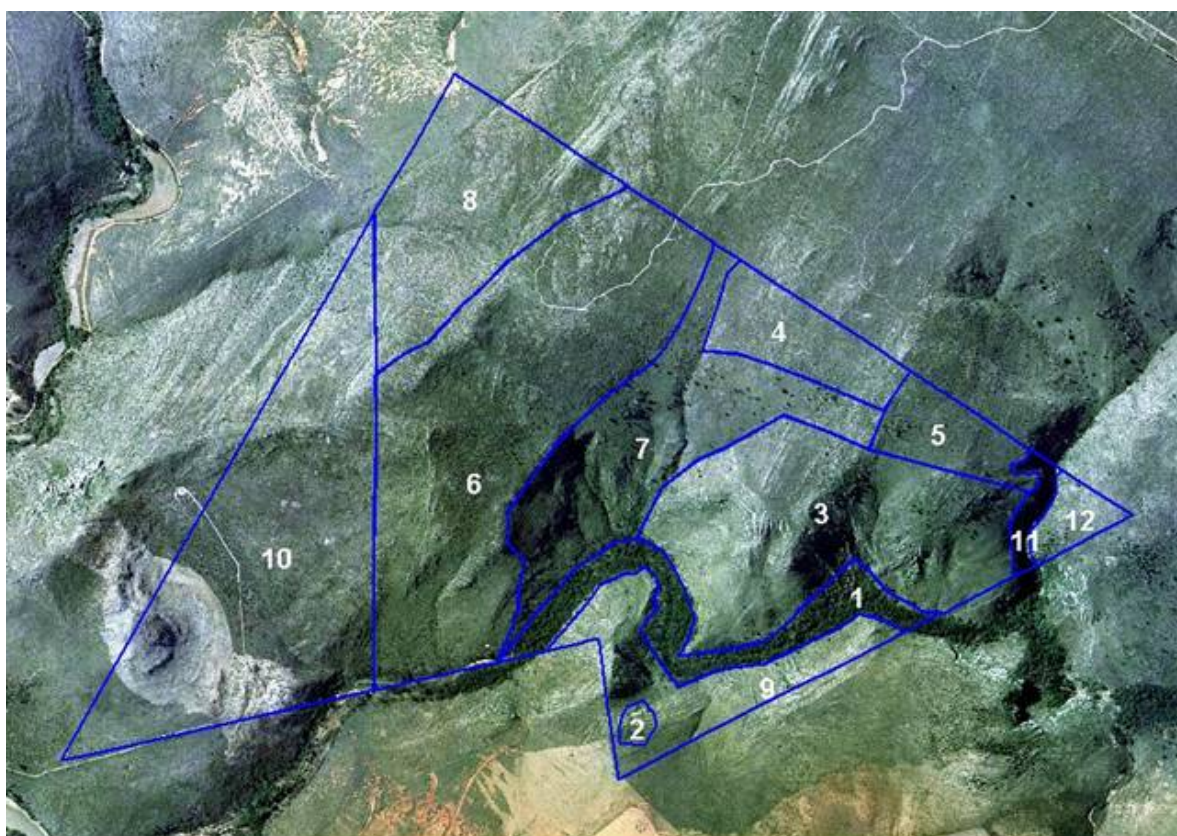
Determining Invasive Alien Vegetation and Fire Management Burdens

Alien Mapping

Step 1 - map polygons

- Map the area in question, breaking the property down into polygons of uniform alien species and/or densities. Draw Polygons in GIS (if available) to calculate the area of each polygon.
- Enter ID numbers (eg.1- 10) and corresponding hectares into the scheduling sheet.
- Classify dominant density and age for each polygon.
- Calculate person days according to the norms given per species and density in the norm sheet (provided by Working for Water).

An example of mapped polygons is provide below.



Step 2 - prioritise polygons

- Prioritise polygons according to which year the initial treatment should take place.
→Keep in mind that:
 - Highly infested areas which will not increase substantially in density or spread because they are maximally infested, should be left until last.
 - Scattered areas with the possibility of spreading further should be targeted first.
 - If young Pine is scattered and won't produce seed within the first year it may be left for the following year.
 - Gaps between initial clearing and subsequent follow up operations are species dependant. For example, a two to three year gap can be left between initial clearing and the first follow up with scattered Pine, but Black Wattle and Eucalyptus spp. must be followed up the following year at least. In some cases, a follow-up may be required after 6-8 months depending on the species, location, density of infestation as well as how long the area had previously been invaded for.

Step 3 - calculate density and person days

- The estimated density of the follow-ups differ from species to species, for example; Black Wattle and other re-sprouter species will increase in density after the first follow up while non- sprouter species such as Pine will decrease.
- It may be advisable to not change the densities for non-sprouter species for the first follow up and just change the age to young.

- Person days are calculated as follows: **Hectares x norm for the relevant density** (supplied on norm sheet) e.g. 28 ha * 20.1
- Most of the formulas are already in the spreadsheet but always check for any abnormalities.

Step 4 - calculate cost

- Copy across the person days and hectares from the time schedule to the cost spread sheet.
- Cost is calculated as follows: **Total person days x cost per person day** eg. B5*(\$C\$3) This is a daily wage and is likely to differ from landowner to landowner.
- Herbicide cost is calculated as follows:
(Hectares x percentage density) x litres herbicide (specified per species) **x cost per litre**
eg. (29ha * 0.6)*2.25/* R159.05
- All herbicide norms appear on the herbicide norm sheet attached.
- "Other Cost" can also be included to allow for extra costs such as protective clothing etc.

Herbicide Costs per litre:

<i>Herbicide</i>	<i>Working for Water Rates per litre</i>	<i>Normal Rates per litre</i>
Timbrel	R159.05	R184.11
Chopper	R179.60	R220.00
Garlon	R159.50	R171.25
Actipron	R15.83	R20.40
Dye	R152.20	R152.20

Fire Management

A comprehensive cost calculation method has not been developed for fire management. However the following points must be taken into account when predicting costs associated with fire management:

- No of days to burn & control (1 day of burning needs 3 follow-up and control days)
- Who the fire management service provider is (e.g. if the municipal fire truck is called out, there is a call-out fee for the use of the fire-fighting equipment)
- Salaries for staff who will fight the fire
- Diesel bakkies & drip torches
- Traveling costs
- Ration packs
- Safety gear

*Cost Norms for Fire Break Clearing (2005)
Manual*

150m² / per person per day = R60 (hand)

Mechanical

Boundary Break one mower width (approx. 2m –3m)

Mech. Hour (tractor) = R120/ hour (with diesel)
R100/ hour (without diesel)

Driver cost of approx. R120.00 per day

In natural veld such as Renosterveld, a tractor can cover approximately 1.6km/hour and the average hours a tractor will operate per day is 6 hrs.

**Thus the cost for a tractor to do an average of 10km per day is R720 (with diesel).
With a driver R840.00.**

The cost per kilometre (without a driver) can be calculated as R72.00 per kilometre.

E.g.

Priority 1 2004/2005

	Distance	Method & Cost	Next Scheduled Maintenance	Comments
PH 1	3034m	10m wide by hand R12 135.00	2006	Done
VW 1	2397m	Tractor costs R172.80	2006	Done
VW 2	3533m	Tractor costs R252.00	2006	Neighbours to agree and share costs
ER 1	179m	none	2006	Done – Van der Stel Pass
ER 4	1331m	Tractor costs R95.76	2006	Shared with Frederick van Zyl

Erosion

Contact the Resource Conservation section of the provincial Department of Agriculture in your area, who provide assistance with engineering interventions for fixing erosion dongas and can give guidance of the costs of such interventions.

Fencing

The provincial Department of Agriculture provides a 20% subsidy for fencing costs, if the area requires fencing for stock control or veld management purposes (e.g. camping off wetlands to keep stock out). Other conditions might apply. The department can also provide details for calculating fencing costs on a per kilometre basis including the costs of the wooden droppers, wire etc.

If fencing is required for game control or enclosure purposes, a Certificate of Adequate Enclosure (CAE) must be obtained from CapeNature, which gives strict outlines for the specifics of fencing in terms of height, distance between strands etc. The CapeNature extension officer must do an inspection of the fencing before the CAE is issued.

Note, all management cost calculations might vary slightly from area to area, depending on local climatic conditions, topography, soil types etc.

The extension officer may use the above calculations to understand the process and planning behind alien clearing scheduling and costing. However the final schedule and costing must be entered into the conservation agencies alien clearing data base such as CapeNature's "Water Works" programme.

stewardship resources

7.1 Contact Details for CapeNature Stewardship Programme

Chris Martens - Stewardship Programme Manager :

Tel: 028 314 0173,

Fax: 028 314 1814

Cell: 082 496 3445

Email: cmartens@capenature.co.za

Kerry Purnell - Stewardship Co-ordinator:

Tel: 021 8711535

Fax: 021 872 5785

Cell: 084 4487361

Email: kpurnell@capenature.co.za

- CapeNature Fact sheet: A landowner's guide to managing Biodiversity in an Agricultural Landscape Also available in Afrikaans
- CapeNature Fact sheet: Climate Change - facts threats and solutions Also available in Afrikaans
- CapeNature Fact sheet: Restoration in the Western Cape Also available in Afrikaans
- CapeNature Law Support for Stewardship Sites: Documents, Information & Actions required
- CapeNature Information on the CapeNature Stewardship Programme when it forms part of the EIA process
- CapeNature Proforma Agreement to Declare a Nature Reserve and Consent to the Assignment of the Management Authority
- CapeNature Proforma Notarial Deed
- CapeNature Proforma Protected Area Management Agreement
- CapeNature Proforma Application to Register a Voluntary Conservation Site on a Single Property
- CapeNature Proforma Site Assessment Form

7.2 Partner Organisations

Botanical Society Tel: 021 799 8824

LandCare Western Cape/ Tel: 021 808 5090/ 91

WESSA Tel: (021) 7011397

NACSA (National Association of Conservancies in South Africa) Tel: 084 5902312 nacsa@nacsa.org.za

Biodiversity & Wine Initiative Tel: 021 886 8428 Fax: 021 8829510 bwi@sawb.co.za

Conservation International Tel: 021 799 8832

Cape Action Plan for the Environment (C.A.P.E) Coordination Unit Tel: 021 799 8790

Biodiversity Stewardship - South Africa (National Stewardship Programme): (011) 486 1102 ext.247

7.3 Downloadable Documents

The following documents can be downloaded from these websites:

www.capenature.co.za

www.bwi.co.za

www.capestewardship.co.za

www.botanicalsociety.org.za

- Stewardship Brochure: Frequently Asked Questions about Stewardship Options Also available in Afrikaans
- Stewardship Brochure: Conservation Stewardship Options for landowners Also available in Afrikaans
- CapeNature Fact sheet: What a landowner needs to know about fire management? Also available in Afrikaans
- CapeNature Fact sheet: The Landowner's Guide to Soil in Renosterveld Area Also available in Afrikaans
- CapeNature Fact sheet: A landowner's guide to Alien Grasses and the prevention of their spread Also available in Afrikaans

Appendix 5

Ecological Auditing for Contractual Reserves & Biodiversity Agreements.

The ecological auditing pro-forma is a guideline document, developed primarily to capture biodiversity management performance for a given vegetation type. It should be adapted to the specific circumstances stipulated in the management plan for the Management Agreement & Contractual Reserve in question.

Name of Property	Elandsberg Nature Reserve		
Name of Owner	Parker Trust	Name of Auditor	Kerry Delahunt
Tel	022 448 1948	Tel	021-8711535
Fax	As above	Fax	021-8725785
Cell	083 383 6288	Cell	084 4487361
E-mail	Nicola@icon.co.za	E-mail	kpurnell@capenature.co.za
Date of Audit:			
Date of next Audit: 20 January 2007			

Alien Vegetation Is there an alien vegetation management plan? Yes

Management Objective Are objectives for the 24 month management plan clearly stated?	Measurable Have objectives for the 24 month management period been met?	Responsible Party	Yes/No	Quality H/M/L
- Alien vegetation control - DWAF to undertake alien mapping of Agtergroenberg. - CapeNature to map and produce schedule for clearing of alien invasive plants. - Limietberg Nature Reserve to include Elandsberg in APO 2005. - Elandsberg to undertake clearing of polygons, 19, 20... by (insert date). - DWAF to supply herbicide to Rhenosterveld Conservancy members for alien clearing – records to be kept by Elandsberg. - Is the Alien clearing schedule to be updated by CapeNature. - Costs of alien clearing recorded.	- Alien Vegetation control - DWAF has completed alien mapping for the Agtergroenberg. Copy of map delivered to Renosterveld Conservancy. - Alien Clearing Schedule complete and attached to Management plan. - Elandsberg in APO of Limietberg Nature Reserve – maintenance sweep undertaken. - Polygons 5,6,8,9,13,16,18 19 & 20 cleared. - Herbicide supplied to Elandsberg for alien clearing by DWAF. - Alien clearing re-schedule updated. - Costs recorded and adjusted on clearing schedule by CapeNature. <i>If NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 1: Alien Invasive Plants.</i>	DWAF CapeNature CapeNature Elandsberg DWAF CapeNature CapeNature	N Y Y Y N N N	 H H

Soil Is there a soil conservation management plan? **NO**

Management Objective	Measurable	Responsible Party	Yes/No	Quality H/M/L
Are objectives for the 24 month management period clearly stated? NO - Eroded sites to be mapped by CapeNature. - Elandsberg to plan and implement erosion control. - CapeNature to source funding to undertake erosion control. - CapeNature to monitor project. - Elandsberg to monitor and manage vehicle impact on roads. - Record costs incurred - Records of costs incurred to be kept by Elandsberg.	Have objectives for the 24 month management period been met? - Map indicating eroded sites included in management plan. - Planning and implementation undertaken by Elandsberg - CapeNature sourced funding. - Digital photo's of erosion control measures available. - Roads on eco-tourism routes are in good condition. - Costs incurred recorded - Costs recorded <i>If interventions NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 2: Soil Conservation.</i>	CapeNature Elandsberg CapeNature CapeNature Elandsberg CapeNature & Elandsberg	Y/N N Y Y Y Y	H

Wetlands & Rivers Is there a wetland & river management plan? NO

Management Objective	<i>Measurable</i> Have objectives for the 24 month management period been met?	Responsible Party	Yes/No	Quality H/M/L
CapeNature to map special features and include on ecological characteristics map of Elandsberg. Elandsberg to adhere to the regulations as contained in the Water Act 1998 (Act 36 of 1998).	- Ecological Characteristics map contains the special features. - Has the Water Act 1998 (Act 36 of 1998) been contravened in any way. <i>If interventions NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 3: Wetlands & Rivers.</i>	CapeNature Elandsberg	N N	

Natural Vegetation Is there a natural vegetation management plan? **NO**

Management Objective Are objectives for the 24 month management plan clearly stated?	Measurable Have objectives for the 24 month management period been met?	Responsible Party	Yes/No	Quality H/M/L
- Vegetation types to be mapped and included on biodiversity map in management plan by CapeNature. - Species list to be compiled by Elandsberg. - Species list of threatened or endangered plants compiled by CapeNature in collaboration with CREW. - Elandsberg to map populations of <i>Moraea villosa villosa</i>, <i>M.v. elandsmontana</i>, <i>M.v. tulbaghensis</i>, <i>Watsonia dubia</i>, <i>Brunsvigia elandsmontana</i>, <i>Protea mucronifolia</i>. CapeNature to digitize and produce map of population extent.	- Map reflects SA vegetation types present on Elandsberg. - Species list attached to management plan. - List of rare, threatened and endangered plants attached to management plan available for attachment to Management Plan. - Rare and Endangered plant populations mapped and digitized. <i>If NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 4: Natural Vegetation.</i>	CapeNature Elandsberg CREW/Elandsberg Elandsberg	Y Y Y Y	M

Animal Management Is there an animal management plan? **Yes**

Management Objective Are objectives for the 24 month management of animals clearly stated?	Measurable Have the objectives for the 24 month management period been undertaken?	Responsible Party	Yes/No	Quality H/M/L
- Species lists of animals present to be compiled by Elandsberg. - Rare and endangered faunal species list to be compiled. - List of alien invasive species to be compiled. - Road census of large mammals to be undertaken in 2004 & 2006 – to inform and update ecological carrying capacity recommendations. - Determine the relationship between vegetation type and utilisation by herbivores end 2004. - Ecological carrying capacity for Elandsberg Contract Reserve to be determined. Alien invasive species - Fence patrols to be undertaken by Elandsberg and CapeNature Field Officer staff. - Develop a mosaic of veld ages through controlled burns to encourage slow rotation of grazing and to maximise floral biodiversity. - Sale or cull of excess game animals to be recorded.	- Species list compiled and attached to management plan. - Rare & Endangered species list compiled and attached to management plan. - List of alien species compiled and attached to management plan. - Census of large game animals present on the property up to date. - Habitat preference data available. - Project proposal written by CapeNature & Stellenbosch University for a student to determine carrying capacity for Swartland Alluvium Fynbos and Swartland Shale Renosterveld. - Sale or cull of excess game animals to be recorded. <i>If NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 5: Animal management.</i>	Elandsberg Elandsberg Elandsberg Elandsberg & CapeNature Elandsberg Stellenbosch University Elandsberg	Y Y Y Y Y N Y	H H L H

Fire Is there a fire management plan?

(This section should be seen as a means to guide thinking on best practice within the FPA for the management of natural areas with the use of fire)

Management Objective Are the objectives for the 24 month management of fire clearly stated?	Measurable Have the objectives for the 24 month management period been undertaken?	Responsible Party	Yes/No	Quality H/M/L
- The control of wild fires emanating from neighbouring properties. - Securing the Bosplaas homestead from uncontrolled fires. - Produce a veld age map. - The establishment of a mosaic of different veld ages for adequate animal management in an enclosed area, reduction of fire risk and the maximising of floral biodiversity. - Ecological burn - <i>Protea mucronifolia</i>.	- Fire reaction plan for Elandsberg drafted by CapeNature and attached to management plan. - Securing the Bosplaas homestead from uncontrolled fires. - Produce a veld age map. - Firebreak created along upper road as indicated in the Elandsberg Fire map. - Firebreak well maintained. - Controlled burn around Bosplaas completed by Elandsberg Farms. - Management compartment 1 – controlled burn undertaken and relevant documentation completed. - Ecological burn for <i>Protea mucronifolia</i> completed. FPA established and business plan completed. <i>If interventions NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 6: Fire management.</i>	CapeNature Elandsberg CapeNature Elandsberg Elandsberg Elandsberg Elandsberg Elandsberg	Y Y Y Y Y Y N N	L – needs attention H H H H
Is the owner a member of the FPA?	YES – FPA still being registered			

Management Objectives Is there a resource use management plan? Are objectives for resource use for the 24 month management period clearly stated.	<i>Measurable</i> Have objectives for the 24 month management period been met?	Responsible Party	<i>Monitoring</i> Yes/No	Quality H/M/L
• Visitor access recorded by Elandsberg. • High impact zones recorded by Elandsberg. • Alien Invasive Control monitored by CapeNature • Fire Management monitored by CapeNature • Fixed Point Photography set up and undertaken by Elandsberg. • 5-7 exclusion plots of 20X20 metres throughout the reserve by Elandsberg. • Vegetation transects – Voelvlei Nature Reserve to act as base line to monitor game impacts on Elandsberg Nature Reserve – undertaken by CapeNature & Elandsberg. • Large mammal census undertaken by Elandsberg & CapeNature. • Cull or sale of excess record kept. • Ongoing Monitoring of Rare and endangered plant species.	• Record of visitor numbers. • Fixed point photo's of high impact areas available – high impact areas in good condition. • Areas cleared of alien invasive plants monitored - photo's available. • Records of all controlled burns available – photo's and completed documentation. • Fixed point photography operational – photo's available and archived. • Exclusion plots constructed according to specifications. • Transect data to determine veld condition undertaken. • Large mammal census undertaken. • Records of sale and cull of excess animals undertaken. • Monitoring of Rare and endangered plant species. <i>If interventions NOT UNDERTAKEN/UNSUCCESSFUL please state reasons and attach as Appendix 7: Monitoring</i>	Elandsberg Elandsberg CapeNature CapeNature Elandsberg Elandsberg CapeNature & Elandsberg CapeNature & Elandsberg Elandsberg Elandsberg	Y N Y N N N Y Y Y Y	M – no photos H M – were is it recorded

Appendix 1 – Alien Vegetation

	List	Reason	Actions
Interventions not undertaken	Costs recorded and adjusted on clearing schedule by CapeNature.	Handover in staff not catered for	Update alien veg. schedule and record costs in data base
Interventions unsuccessful			
New interventions			- Reserve sweep by Elandsberg planned for June / July 2006 – CapeNature clear “Mountain South” - June 2006. see revised alien veg. schedule - Elandsberg to follow up cleared Eucalyptus stands see revised alien veg. schedule

Appendix 2 – Soil

	List	Reason	Actions
Interventions not undertaken	- Records of costs incurred to be kept by Elandsberg and CapeNature - Eroded sites to be mapped by CapeNature.	Kept but not recorded in one place	Record costs in data base. To be mapped by Cape Nature in updated Management Plan 2006 - 2007
Interventions unsuccessful			

Appendix 3 – Wetlands and Rivers

	List	Reason	Actions
Interventions not undertaken	CapeNature to map special features and include on ecological characteristics map of Elandsberg.		To be mapped by Cape Nature in updated Management Plan 2006 - 2007
Interventions unsuccessful			

Appendix 4 – Natural Vegetation

	List	Reason	Actions
Interventions not undertaken			
Interventions unsuccessful			

Appendix 5 – Animal Management

	List	Reason	Actions
Interventions not undertaken	Project proposal written by CapeNature & Stellenbosch University for a student to determine carrying capacity for Swartland Alluvium Fynbos and Swartland Shale Renosterveld.	University not responding to request	Elandsberg to follow up
Interventions unsuccessful	Habitat preference data available.	Masters not complete	Take existing data and create maps – Dian Dreyer
New Interventions			Mention outcomes of ongoing research regarding rehabilitation of old fields and plant utilization – Elandsberg to provide info to CapeNature

Appendix 6 – Fire

	List	Reason	Actions
Interventions not undertaken	Management compartment 1 – controlled burn undertaken and relevant documentation completed.	Permission can not be obtained from Eskom.	Lobby Eskom for assistance in clearing break under the Pylons – Elandsberg and CapeNature (Deon Rossouw).
Interventions unsuccessful	Fire reaction plan is incomplete		To be revised by Elandsberg and CapeNature in updated Management Plan 2006 - 2007

Appendix 7 – Monitoring

	List	Reason	Actions
Interventions not undertaken	- Records of all controlled burns available – photo's and completed documentation. - CapeNature - Fixed point photography operational – photo's available and archived. - Elandsberg - Exclusion plots constructed according to specifications. - Elandsberg - Transect data to determine veld condition undertaken. – CapeNature and Elandsberg	Lack of time due to other responsibilities	To be scheduled in 2006/2007 management plan for October 2006. Must get rare and endangered species booklet from CREW
Interventions unsuccessful			

NOTES:

Add new Management Action to Audit Form – Environmental Education

- Assisted Hermon school in achieving the Eco-schools flag challenge
- 20 kids brought to Elandsberg fro programme every 2nd month in 2006
- E.E package for 2005 - done

- Kerry to create management plan map for reserve and update management plan

Dian to create game preference map with Nicola's data