Commission of the European Communities

environment and quality of life

Agriculture and environment: Management agreements in four countries of the European Communities

Report

EUR 10783 EN-FR

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Agriculture and environment: Management agreements in four countries of the European Communities

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Commission of the European Communities
200, rue de la Loi
Brussels
Belgium

Contract No 85B-6600-026-11-N

Directorate-General
Environment, Consumer Protection and Nuclear Safety

1986

EUR 10783 EN-FR

Published by the
COMMISSION OF THE EUROPEAN COMMUNITIES

Directorate-General
Telecommunications, Information Industries and Innovation

Bâtiment Jean Monnet
LUXEMBOURG

LEGAL NOTICE

Cataloguing data can be found at the end of this publication

Luxembourg: Office for Official Publications of the European Communities, 1987

ISBN 92-825-6914-4 Catalogue number: CD-NA-10783-2A-C

Printed in Belgium

FOREWORD

This report on management agreements and similar measures in France, the Federal Republic of Germany, the Netherlands and the UK was commissioned from the Institute for European Environmental Policy by DG XI, the Directorate-General for the Environment, Consumer Protection and Nuclear Safety. Both DG XI and DG VI, the Directorate-General of Agriculture were involved in guiding the project and assisting the study team with certain information.

The Introduction and Summary Report, which form the first part of this volume, were prepared by David Baldock of IEEP's London office. The Summary Report draws on four national reports presented here as annexes 1-4:

a) for France, prepared by Thierry Lavoux of IEEP's Paris office (in French)
b) for the Federal Republic of Germany, prepared by Professor Dr Ernst von Weizsaecker, Director of IEEP, and Professor H. Priebe and Dr H. von Meyer from the Institut fur Landliche Strukturforschung, Frankfurt
c) for the Netherlands, prepared by Graham Bennett of IEEP
d) for the UK, prepared by David Baldock of IEEP.

In the last few years there has been a rapid growth of interest in policies designed to encourage farmers to manage holdings so as to meet environmental criteria and respect nature and landscape conservation objectives. At a Community level, this interest was heightened by the publication in July 1985 of the Commission's "Green Paper", "Perspectives for the Common Agricultural Policy" which pointed out the value of Community support for measures to encourage environmentally sensitive farming. This report is intended to provide an overall view of the measures which four member states have taken in this direction, with a specific focus on management agreements, and to suggest possible lines of action at a Community level.

The report was prepared during the first nine months of 1985 and, with the exception of some up-dating in certain of the Annexes, it has not been revised to take account of subsequent events.

* * *

This report does not necessarily reflect the views of the Commission of the European Communities and in no way commits the Commission as to its future position in this field.

June 1986

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EXECUTIVE SUMMARY

1. This report is the result of a study of policy measures designed to encourage farmers to undertake activities and manage their farms in such a way as to meet nature and landscape conservation aims. The particular focus of the study is the use of "management agreements" and similar measures in four EC countries - France, the Federal Republic of Germany, the Netherlands and the United Kingdom.

2. The study was carried out in 1985 by staff of the Institute for European Environmental Policy based in each of the four principal countries concerned. Help was received from ministry officials, agricultural and conservation organisations, academic experts, voluntary bodies and others. A major contribution to the German national report was made by Professor H Priebe and Dr H von Meyer from the Institut für Ländliche Strukturforschung at the Johann Wolfgang Goethe Universität - Frankfurt.

3. Each country is covered by a separate national report, presented as Annexes 1-4. Annex 1, which covers France, is in French, the remainder of the report is in English. The main report provides an introduction, an overview of the national schemes, a discussion of implementation and a final section on possible measures to be taken at EC level.

4. In the Introduction, the background to the development of recent policies concerning habitat and landscape conservation is explained. The rapid decline in numbers of certain wildlife species and their habitats, as well a major landscape changes, have been caused in part by modern agricultural practices, especially intensification and land improvements. Highly specific forms of management are required to conserve specific sites, and the use of incentives has proved a useful policy tool on a wide range of habitats in the four countries, but particularly grassland.

5. The use of management agreements and similar measures is a relatively recent phenomenon, having grown rapidly since 1980, especially in FRG and the UK. A similar approach is used on a substantial scale in Denmark, but otherwise rather little in the EC outside the four main countries.

6. Different schemes of management agreements vary considerably, but most are used only in designated areas, usually on a small scale. The principal objectives seem to be to restrict certain activities, often in return for some form of compensation, to aid the continuation of traditional practices and to encourage farmers to undertake additional or novel activities which have positive conservation benefits.

7. Most schemes involve the use of cash payments, but other incentives are also used. Payments vary greatly, but perhaps are most consistent in FRG at around DM 300 - DM 500 per hectare.

8. Four main types of agreement are distinguished.

A Agreements between landowners and farming tenants,
B Maintenance agreements, normally relating to specific landscape features,
C Management agreements applying to specific habitat types and regions of limited size,
D Full national schemes, operating in the Netherlands and UK, but not the other two countries.

9. Most management agreement schemes are voluntary and although it is rather early to make an assessment, they do seem to have won acceptance as a useful tool to be used with care and in appropriate circumstances. The impact on agricultural production has probably been small because fairly limited areas have been affected.

10. Not surprisingly, a number of difficulties and contentious issues have emerged in the course of implementing new schemes. These range from problems of excessive complexity and laborious administrative procedures on the one hand, to the dangers of concentrating too many resources on very small areas on the other hand. Many of the administrative difficulties can be solved by adopting a simpler approach, using standard payments for example. Amongst the more contentious issue is the question of whether or not agreements should be voluntary and the debate about how payments for farmers should be calculated. At present, most schemes are voluntary, but practice over payments varies substantially.

11. The possibilities of a Community scheme are discussed and some of the difficulties anticipated. The best way forward might be the introduction of a flexible scheme negotiated at the national or regional level, but within a broad EC framework.

CHAPTER 1: INTRODUCTION

Scope and structure of the study

The principal objective of this study is to review the measures being taken in EC member states to encourage farming practices which meet wildlife and landscape conservation aims and specifically to examine the use of "management agreements" in four member states - France, the Federal Republic of Germany (FRG), the Netherlands and the UK. On the basis of this analysis recommendations are made about possible initiatives at the Community level.

For each country, there is some description of the general approach towards the regulation of agriculture for wildlife and landscape purposes and a more detailed description of individual schemes. In the case of FRG, individual Laender are treated seperately as they are the relevant level of government.

The report is divided into five main sections.

The first section contains an introductory chapter and an overview chapter summarising the four national studies, drawing attention to certain comparisons and contrasts, discussing the achievements of implementation and the problems encountered, and ending with recommendations about possible Community initiatives. This section is self contained and is designed to be read on its own if desired.

The second section is Annex 1, which is the full national report for France, together with a number of supporting documents (all in French).

The third, fourth and fifth sections then follow as Annexes 2,3 and 4, making up national reports for the FRG, Netherlands and UK respectively (all in English).

The study is concerned solely with farm land and does not cover other uses of rural land, such as forestry or rural tourism, although there are important relationships between different land uses and in some cases these are highly relevant to landscape and nature conservation.

The main focus of the study is "management agreements", understood in a broad sense, as defined at the beginning of the next chapter. Such schemes are not evenly distributed amongst the four countries covered here and some are of very recent origin. Consequently, it is too soon to consider a satisfactory appraisal of certain schemes, whilst there is sufficient experience of others to allow further discussion. Inevitably, this leads to some uneveness in the coverage of different schemes, but this is not intended to suggest that those described more briefly are of lesser importance.

Background to the study

The European Community has an interest in the good management of agricultural land, stemming from both the Common Agricultural Policy (CAP) and the environment policy, which includes measures for the protection of certain wild species and their habitats.

Over the last decade the Community has taken several steps towards the strengthening of species and habitat protection at the EC level. In 1979 the Council agreed Directive 79/409 on the conservation of wild birds, which both introduced measures designed to regulate hunting and required the provision of a sufficient diversity and area of habitats so as to maintain the population of all species. In 1982 the Community joined two important international conventions, in both cases by means of Council Decisions. These were the Convention on the Conservation of European Wildlife and Natural Habitats (the Berne Convention) and the Convention on the Conservation of Migratory Species of Wild Animals (the Bonn Convention).

Article 2 of the Berne Convention states that "the Contracting Parties shall take requisite measures to maintain the population of wild fauna and flora at, or adapt it to, a level which corresponds in particular to ecological, scientific and cultural requirements, while taking account of economic and recreational requirements and the needs of sub-species, varieties or forms at risk locally."

This obligation is reflected in the Community's Third Action Programme on the Environment (OJ 17.2.83) where one of the areas declared to be of particular importance for Community action is "protection of areas of importance to the Community which are particularly sensitive environmentally". The same theme is expanded in Article IV of the Annex of the Action Programme. In paragraph 26 it is stated that "policy efforts need to be reinforced, at both national and Community levels in order:

- to protect and conserve more successfully those zones which fulfil important ecological or cultural functions (natural or semi-natural ecosystems, countryside, grade 1 agricultural land, ground water protection areas),

  and

- since land usage can be significantly affected, most often irreversibly, by certain Community sectoral policies (eg in agriculture, regional development, energy and transport) the Community must help achieve these objectives."

The Community has also taken action in the sphere of agricultural policy. Directive 75/268 on mountain and hill farming and farming in certain less favoured areas is intended to assist "the continuation of farming, thereby maintaining a minimum population level or conserving the countryside. Under Article 3(4) land can be directed at areas characterised by certain disadvantages such

as infertile soil and poor economic conditions, but where the conservation of the countryside is necessary. Article 3(5) allows the designation of "small areas affected by specific handicaps in which farming must be continued in order to conserve the countryside and to preserve the tourist potential or to protect the coastline".

The need to protect the environment has also been referred to in other farm structures legislation, and most recently in the important Regulation on improving the efficiency of agricultural structures, 797/85. Article 19 authorises member states to introduce special national schemes in environmentally sensitive areas, which are of recognised importance from an ecological and landscape point of view. Paragraph 3 of this Article permits aid for farmers who undertake to farm such areas so as to preserve or improve their environment, and refers spcifically to stipulations controlling the intensity of agricultural production and the livestock density. Undertakings of this kind can be classed as "management agreements" in the broad sense adopted in this study.

It seems likely that certain member states will choose to offer farmers aid of this kind and the whole question of management agreements is becoming of increasing relevance to the Community. The Commission drew attention to this point in the "Green Paper". Perspectives for the Common Agricultural Policy COM (85)333 final, published in July 1985. In the paper it is stressed that one of the roles of agriculture in the Community is to contribute to the conservation of the rural environment. Paragraph 7 of Part IV suggests that further measures may be required over the next decade.

> "Although environmental considerations have already been taken into account in the CAP in recent years, especially in the development of the socio-structural policy, it is necessary to consider what further measures could be envisaged in the perspective of the next decade. The problems are most evident in the Northern regions of the Community, where the introduction of modern agricultural techniques is more advanced, but they are manifesting themselves also in the Mediterranean regions, and sometimes in specific ways (forest fires in arid zones)."

In paragraphs 12-14, possible means of promoting practices friendly to the environment are discussed. Special attention is paid to measures "to introduce or maintain agricultural practices compatible with the need for the protection of nature". The Green Paper is explicit about the approach being considered.

> "In some zones where the environment balance is particularly threatened, practices friendly to the environment could be made compulsory by law. In other cases, they could be introduced on a voluntary basis in the form of management contracts between public authorities and the farmers concerned.

In all these cases agriculture would contribute to the conservation of the rural environment and thus produce a public good. It could well be argued that society should recognise the resulting external benefits by providing the financial resources to permit farmers to fulfil this task. Corresponding payments would at the same time support and diversify farmers' incomes and contribute to the control of production."

This study is intended to provide information about national measures of direct relevance to a Community intitiative in this field.

The need for new measures

There is little doubt about the decline in many wildlife species which has taken place in Europe over the last forty years. In a study for the Commission in 1982 (1), the Nature Conservancy Council identified 82 endangered plant species and 1311 vulnerable and rare species. Six species of amphibians or reptiles were classified as endangered, 14 as vulnerable and 7 as rare. Many species of bats, birds, mammals and freshwater fish are also threatened and several are endangered.

One of the main reasons for species decline is the loss of habitats. Several habitat types have suffered substantial loss or damage over the last century, typically with the rate of decline accelerating over the last forty years. Wetlands have been reduced in area and quality particularly severely in most European countries and were listed as the most threatened habitat type in one recent report from the Council of Europe (2). Referring to dry grasslands the authors of this report stated that "there can be no doubt that in almost all the dry regions of Europe there has been a severe shrinkage of up to 90% and even more". On the chalk soils of Champagne in France, 99% of the dry grasslands have disappeared in the past 30 years (3).

A detailed survey of the salt marshes of Europe published by the Council of Europe in 1984 concluded that "large areas of salt marsh and salt steppe have been reclaimed for agriculture and other uses connected with mechanisation. In order to maintain the complete range of halophytic flora and fauna and to ensure dispersal of halophytic species, all remaining coastal and inland sites are in urgent need of protection." (4)

The Nature Conservancy Council have made broad estimates of habitat losses in Great Britain since 1949. Amongst the figures quoted are:

- 95 per cent loss of lowland herb-rich meadows, largely by agricultural intensification.
- 80 per cent loss of lowland grasslands or sheep walks on chalk and limestone, largely by conversion to arable or improved grassland, but with remnants simply abandoned

ungrazed.

- 50 - 60 per cent of lowland heaths of acidic soils, largely by conversion to arable or improved grassland, afforestation and building. Some scrubbed over through lack of grazing.
- 60 per cent or more of lowland raised mires destroyed or significantly damaged by afforestation, peat-winning, reclamation for agriculture or repeated burning.
- 50 per cent of lowland fens, valley and basin mires destroyed or significantly damaged by drainage, agricultural reclamation and chemical enrichment of drainage water.
- 30 per cent of upland grasslands, heaths and mires destroyed, mainly by coniferous afforestation, hill land improvement, reservoir building etc. (5)

Landscape changes have also been considerable, although difficult to quantify in most countries. Some of the most common changes have included:

Land consolidation, (remembrement)
Enlargement of field size,
Removal of hedgerows and trees,
Filling in of ditches, streams and ponds,
Straightening and canalisation of rivers and streams.
Drainage of wetlands,
Abandonment of old buildings and walls,
Construction of new buildings, roads and fences,
Reclamation of marshes, lagoons,
Abandonment of terraces, vineyards and olive groves,
Abandonment of mountain pastures, afforestation,
Growth of scrub, bracken etc,
Grubbing up of orchards,
Burning of forests and heathland,
Ploughing up of moorland.

Some landscape changes have taken place on a very large scale, About one third of the agricultural area of the FRG has been subject to some degree of land consolidation since 1953. Between 1946-47 and 1974 about 140,000 miles of hedgrows were removed in England and Wales out of a total of around 500,000 miles. The great majority of losses being due to farming. (6)

Many of these losses and landscape changes can be attributed to changes in agricultural practice over the period. Farmers have created new habitats as well as altering or removing old ones, but many of the changes associated with modernisation are harmful to wildlife because the new habitats generally support a much smaller range of species. Some of the effects of farm modernisation are shown in Table 1.

Table 1: Approximate number of species occurring in equivalent habitats in unmodernised and modern farms

Groups of animals	Unmodernised farms	Number of species	Modern farms	Number of species
	Habitat		Habitat	
	a) hedges* and semi-rural grass verges		a) wire fences with i) sown grass ii) semi-natural grass verges	
Mammals		20		i) 5 ii) 6
Birds		37		i) 6 ii) 9
Lepidoptera (butterflies only)		17		i) 0 ii) 8
	b) permanent pasture** (untreated)		b) grass leys**	
Lepidoptera (butterflies only)		20		0
	c) permanent ponds and ditches		c) temporary ditches and piped water	
Mammals (aquatic)		2		0
Amphibia		5		2
Fish		9		0
Odonata (dragon-flies)		11		0
Mollusca (gastro-pods only)		25		3

* includes hedgerows trees
** includes grasslands on chalk

Source: Nature Conservancy Council, Nature Conservation and Agriculture, NCC, London, 1977

Table 2

Reasons for the decline in breeding bird populations in Britain since 1950

Farmland habitats (F) (including trees/small woods and uncultivated grassland)	**Reason for decline**
Corncrake	Modernisation of agriculture, especially mechanised hay/cereal cutting
Grey partridge	Modernisation of agriculture, reduction of habitat variety.
Rook (W)	Extensive conversion of grassland to arable.
Corn bunting	Uncertain: belongs almost wholly to farmland.
Yellowhammer (H)	Modernisation of agriculture, reduction of habitat variety.
Cirl bunting (H)	Ploughing of old grassland, removal of hedges and scrub.
Tree pipit (H)	Ploughing of old grassland, removal of scrub and woodland.
Cuckoo (H, U)	Modernisation of agriculture, reduction of habitat variety.
Yellow wagtail	Draining and improvement of wet meadowland.
Common snipe (U, Wet)	Draining and improvement of wet meadowland.
Redshank (Wet, U)	Draining and improvement of wet meadowland
Lapwing (D, U, Wet)	Ploughing or improvement of grassland.
Barn owl (W)	Modernisation of agriculture, reduction of habitat variety.
Little owl (W)	Modernisation of agriculture, reduction of habitat variety.
Long-eared owl (W)	Uncertain.
Sparrowhawk (W)	Organochlorine pesticides and reduction of habitat variety.
Kestrel (H, U)	Organochlorine pesticides and reduction of habitat variety.
Wryneck	Uncertain.
Heathland, partly wooded or scrub grown, including young forest (H)	
Nightjar (W)	Other unknown factors. } Reclamation for agriculture, invasion by woodland, post-myxomatosis changes in vegetation, and heath fires.
Red-backed shrike (F)	Possibly climatic change. }
Woodlark (D)	Also hard winters. }
Dartford warbler Whinchat (U)	Gorse burning, also hard winters. }
Stonechat (U, C)	
Open downland and short grass-heath (D)	
Stone curlew Wheatear (U)	Reclamation for agriculture and post-myxomatosis vegetation changes.
Chough (U-Wales)	Same, but on coastal grass-heaths.
Woodland (W)	
Nightingale	Wood removal, replanting with conifers, cessation of coppicing.
Wetlands (Wet)	
Water rail	Reclamation of lowland marshes and fens.
Bittern	Die-back of reed beds
Marsh warbler	Reclamation of lowland marshes and reduction in osier-growing.
Montagu's harrier (H, U)	Uncertain, pesticides a strong possibility.
Marsh harrier	Uncertain, pesticides a strong possibility
Kingfisher	Organochlorine insecticides, hard winters and grading of river banks
Upland grasslands, heaths and blanket bogs (U)	
Raven (C)	Afforestation, reclamation and improved sheep husbandry.
Dunlin (C)	Afforestation and draining of bogs
Golden plover	Afforestation, reclamation.
Curlew (F)	Afforestation, reclamation
Red grouse	Afforestation, reclamation, regression of heather moor under heavy grazing and burning, organochlorine pesticides implicated in winter range
Merlin	
Coastlands (C)	
Little tern	Disturbance to shingle beach nesting habitats

Occurrence in other habitats is indicated in brackets (For key see main headings)

Many other bird species have declined at least locally, but some of these have also increased in other places. The above list is restricted to those species which have shown long-term decline over at least a major part of their range, and seem to have little prospect of recovering to their pre-1950 population levels because the loss of their habitats has been too extensive

Source: The Nature Conservancy Council in Conservation in Great Britain, NCC, 1984

Table 3 - AGRICULTURAL ACTIVITIES CONSTITUTING IMPORTANT THREATS TO WILDLIFE: SPECIES AND HABITATS

An abstract derived from Council of Europe reports as summarised by Environmental Resources Limited

A. SPECIES	**AGRICULTURAL ACTIVITIES LISTED AMONGST THE PRINCIPAL THREATS**
Plants	Land drainage. Changes in arable farming, particularly use of chemical sprays and heavy machinery. Ploughing old grassland. Over-grazing. Regeneration of scrub. Intensification of traditional rural practices. Water pollution, particularly eutrophication.
Mammals	Land drainage and reclamation. Deforestation. Over-grazing. Soil pollution. Water pollution. Fire.
Amphibians & Reptiles	Draining and infilling of wetlands, streams, brooks, ponds, lakes, bogs and reed-beds. Use of insecticides, pesticides and herbicides.
Butterflies	Drainage of wetlands. Changes in grassland management eg ploughing of old grassland, changes in harvesting date, use of fertilisers. Withdrawal of grazing. Over-grazing. Use of pesticides. Deforestation.
Fish	Decline in water quality and increased water pollution. Drainage of land. Eutrophication. Changes in water quantity.
Birds	Drainage of wetlands. Reclamation of wetlands. The use of pesticides.
B. HABITATS	**AGRICULTURAL ACTIVITIES LISTED AMONGST THE PRINCIPAL THREATS**
Heathlands	Land improvement, particularly due to fertiliser use. Withdrawal of grazing.
Grasslands	Withdrawal of grazing. Over-grazing. Land consolidation. Use of fertilisers.
Peatlands	Exploitation of peat for various uses, including agricultural and horticultural products. Cultivation. Drainage. Over-grazing. Fire. Water pollution, especially eutrophication.
Alluvial Forests	Land clearance. Use of fertilisers, insecticides and pesticides. Modification of watercourses and canalisation. Land reorganisation.
Mediterranean Forests and Maquis	Cutting. Land clearance for pasture. Grazing and arable farming. Fire. Abandonment of agricultural operations.
Hedgerows	Mechanisation of farming. Increased efficiency in farm practices. Land reorganisation.

Source Adapted from a table appearing in Annex 1 of a report for the Commission compiled by Environmental Resources Limited. Proposals for Community Action for the Protection of Nature. November 1983. This table was compiled from twelve reports produced by the Council of Europe over the period 1975-1981.

Birds are one of the species which have been affected by habitat loss. Table 2 shows the reasons for the decline of about 40 species in Britain since 1950. Amongst the most important reasons to emerge are drainage and reclamation, farm modernisation, afforestation and the use of pesticides.

In a report on the reasons for the decline of 581 plant species in FRG, it was suggested that

- 210 species were affected by the destruction of specific habitats,
- 173 species by drainage,
- 172 species by the abandonment of forestry,
- 155 species by the levelling or filling in of sites,
- 123 species by changes in land management etc etc (7)

A more precise breakdown of those threats to wildlife which are in some way associated with agriculture is provided in Table 3. Some of these threats are by no means solely agricultural and are also associated with other activities, such as forestry or urban drainage, but the list gives some impression of the type of activities of most concern from a wildlife viewpoint. Many activities are covered, but in general are associated with land improvement, the intensification of agricultural production and the abandonment of traditional forms of farming. It must be stressed that many valuable habitats require sustained positive management - their existence depends on the maintenance of traditional land uses, usually some form of farming, often the grazing of cattle or other livestock at relatively low densities. The large variety of grasses and herbs found in unimproved hay meadows, for example, is due largely to the traditional system of infrequent cutting and light grazing. Consequently, conservation depends not only on the control of damaging activities, but the maintenance of specific forms of management.

In order to conserve disappearing habitats and landscapes, appropriate forms of management have to be encouraged. The exact requirements will vary from site to site, and from habitat to habitat. In most cases it is not sufficient simply to encourage the keeping of livestock, especially if there are no controls on land improvement and no upper limit of stocking density. In the mountainous and hilly areas, overgrazing, the improvement of old grassland, and destruction of old woodland can all result in significant environmental problems. The compensatory allowances paid under the Less Favoured Areas Directive 75/268 can themselves give rise to environmental degradation in some sensitive areas, even though they may play a positive role elsewhere. The Federation of Nature and National Parks of Europe have described some of the negative results of fixed headage payments. "The result is that farmers are encouraged to keep more animals. Heavy grazing pressure on semi-natural habitats and the incentives to improve grazing by ploughing, drainage, fertiliser application etc are already major problems in protected landscapes." (8)

Where nature reserves and other sensitive areas are owned or directly managed by conservation organisations, conflicts with agricultural objectives can be kept to a minimum. However, in most countries, the extent of such areas is strictly limited and the principal concern is to protect the great majority of environmentally valuable sites which lie outside nature reserves and the large numbers of species which rely on habitats within the farmed landscape. Policies for introducing environmental goals into the management of privately owned farms are thus a priority.

In FRG, the Council of Experts on Environmental Problems reported recently on agriculture and the environment. They concluded that the destruction or degradation of habitats and landscapes was the most important of the adverse effects of modern agricultural production. In their view, about 10 per cent of the land area should be maintained as a suitable habitat for wildlife, as was often the case under traditional systems, but the proportion has now fallen to 2-3 per cent in areas of intensive land use in FRG. Thus the Council recommended that an average of 10 per cent of the total agricultural area should be managed primarily as wildlife habitat (biotopes). To achieve this, they recommend an array of different measures, including stronger nature protection laws, the reform of land consolidation procedures, better landscape planning, direct payments to farmers to compensate for losses of income when conforming with conservation policies and the use of further payments to encourage farmers to undertake additional conservation tasks, such as reed cutting or manual cleaning of ditches. (9)

If conservation is to become a major goal of farm management in environmentally sensitive areas, it must be recognised that this is likely to entail limitations on land improvement, a preference for extensive methods and the performance of tasks which may no longer be customary on modern farms. In general, this approach is likely to prevent a farmer from exploiting the maximum earning potential of the farm. Hence the argument for compensation. Equally, conservation may require the maintenance of traditional systems which would otherwise be abandoned, so the question of incentives arises. In some circumstances, new management tasks are required and many of these are best per-formed by the farmer if this can be arranged. Usually, financial incentives are helpful.

Many different policy options can be put forward for establishing conservation goals on farmland. Amongst the principal measures available are:

1. The purchase of such sites, possibly leased back to farmers,
2. Agreement with the farmer over management methods, in return for some kind of incentive.
3. The strengthening of environmental legislation and mandatory requirements.
4. Improvement of advice, information and training.

All these elements may have a place in an overall policy.

However, this report is concerned with the second option, agreements involving incentives. The use of incentives has grown rather rapidly since 1980, and they have been found to be convenient in several different circumstances. On the one hand it is unrealistic to expect farmers to adhere to conservation goals purely voluntarily when they may be having to make significant financial sacrifices. On the other hand to rely purely on mandatory controls may create political objections, be difficult to enforce, cause real hardship to farmers in some environmentally sensitive areas and fail to elicit a spint of cooperation and commitment to conservation management which is often the main requirement on sensitive sites.

Incentives may thus have a key role in securing the cooperation of farmers and, more than this, they may represent an important additional source of income for many farmers. On small, traditional farms in danger of abandonment some form of payment may be the only available means of maintaining viability and the continuation of farming. A regular and reliable form of income can help to diversify the economic base of a farm and may be a particularly valuable to those vulnerable to severe weather conditions. Incentives can also help to support extensive systems which otherwise would be converted into more intensive high-output forms of farming. In present circumstances, policies able to moderate production in this fashion may be able to make a useful contribution to agricultural policy in general. Thus, although management agreements and incentive schemes have their roots in conservation policy, they are beginning to acquire a role in agricultural policy as well.

Cooperative agreements between conservation authorities and farmers often have a strong local character and many schemes are designed to address specific local problems. They have been found to be a practical means of resolving concrete local problems.

Several different types of habitat and landscape have been covered by the current generation of management agreement schemes and there seems little reason why they could not be extended to others. The greatest use to date has been on grassland of various types, including wet meadows, salt marsh, fresh water marsh, herb-rich meadows and other dry grassland, chalk grassland, and upland pasture. However, several other habitat types have been protected in this way, including bogs and mires, moorland and heathland, woodland, including small woods on farms and linear features, such as hedges, herb-rich strips along the edge of arable fields, strips along the banks of rivers and watercourses etc. Less information is available about the use of such agreements in Mediterranean areas, but in principle they could be used widely, for example, to protect old orchards, olive groves and vineyards, contribute to the conservation of maquis, forest and traditional mountain grazing.

The nature of some of the main contemporary schemes in four countries is summarised in the next chapter, which ends with a discussion of possible Community initiatives.

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CHAPTER 2: SUMMARY REPORT

Introduction

There are a number of ways in which official bodies may try to influence farming practices for environmental reasons, but the main focus of this study is "management agreements" (les Accords de Gestion) and similar arrangements, which are of particular relevance to land management.

The term "management agreements" was defined in a UK Countryside Commission document in 1973 as follows:

> "A management agreement may be described as a formal written agreement between a public body and an owner of an interest in land (the term "owner" may here include leasees and occupiers) who thereby undertake to manage the land in a specific manner in order to satisfy a particular public need, usually in return for some form of consideration" (1).

Couched in rather broad terms, this definition captures the considerable variety of agreements now being used. Usually the "consideration" referred to is some kind of cash payment, but there are other possibilities, such as tax relief, loans, capital grants and payments in kind. In France, cash payments are less usual than in the other three countries but several other forms of incentive such as payments in kind are offered under arrangements similar to management agreements.

The study covers France, the Federal Repubic of Germany (FRG), the Netherlands, and the UK. These appear to be the main EC countries in which management agreements are used, although limited examples may be found elsewhere, for example, in Denmark, where considerable areas of farmland of conservation value are subject to "conservation orders" regulating their management in return for compensation of around 1,000 Danish kroner per hectare.

The use of management agreements is most widespread in the UK, where they have become rather a prominent policy instrument in recent years. In the Netherlands management agreements are also well established, although being used on a relatively small scale. In FRG they are rather more recent in origin, but appear to be spreading relatively rapidly, with new schemes appearing in several Laender. In France, there are a number of schemes which are not strictly management agreements, but share some of their characteristics and have been included in this report both to indicate how policy is progressing there and to contrast with the other three countries.

In France, it is notable that there is considerable interest in management agreements at present and even though there are relatively few schemes parallel to those in the Netherlands or UK, mechanisms of a similar kind are being utilised by several offi-

cial bodies. Thus, it is probably true to say that official agencies in all four countries are making increasing use of management agreements and that they are becoming an established policy tool.

In this report, the term "management agreements" will be used in a broad sense, along the lines of the Countryside Commission definition quoted earlier. However, the term is not used in precisely the same way in each country and not all the measures referred to here would necessarily be accepted as "management agreements" by the bodies responsible for them. This report concentrates on the agreements employed in the Netherlands, FRG and UK because they share many commn features, but a variety of French initiatives will also be referred to. Details of French schemes can be found in Annex 1.

The Purpose and Legal Basis of Management Agreements

In general terms, management agreements are an instrument of environmental policy, rather than agricultural policy. Nonetheless, most schemes have been drawn up in close collaboration with agricultural ministries, or even by agricultural ministries, and there is usually a strong emphasis on protecting farmers' interests and especially their incomes. In some places, management agreements, or a further development of them, are being seen as a helpful edition to the pantheon of rural support policies, particularly for environmentally sensitive areas or regions in danger of abandonment.

Management agreements are particularly concerned with the protection of landscape/wildlife habitats and traditional farming and usually are made between the occupier or owner of a piece of land on one side and a public agency on the other. Most sites which are judged to require protection are farmed, which is not surprising as agriculture is the dominant land use in the EC. Consequently, most agreements are made with farmers, although there are exceptions. For example, the Nature Conservancy Council in the UK negotiates management agreements with forest owners and urban landholders in much the same terms as it does with farmers and non-agriculturalists also benefit from the recent nature protection initiatives in FRG. Even though management agreements may involve the payment of farmers through the Agricultural Ministry, as is the case in the Netherlands, the purpose is to secure an environmental objective while protecting farmer's interests.

The assumption behind management agreements is that the form of management preferred by the agency offering the agreement is not one which necessarily would be chosen by the land owner or occupier. Consequently, a commitment to manage the land in a socially desirable way is sought and incentives are offered in return. In FRG, the Netherlands and the UK, most management agreements are intended to protect landscapes and wildlife habitats, and this is also true of many French agreements, such as

those under the aegis of Le Conservatoire de l'Espace Littoral. In many cases, especially where the land is capable of being used intensively and perhaps improved, the land owner/occupier is obliged to refrain from certain practices - such as drainage or the use of pesticides - and perhaps to utilise farming methods which are environmentally desirable but yield less income than the more commercially attractive alternatives. In other cases, especially in mountainous regions and on poor land, the prime concern is the possibility of land being abandoned as traditional ways of farming become progressively less viable. Here the emphasis is more likely to be on supporting small farmers, helping them to improve their management methods and preventing the kind of environmental changes which follow abandonment, such as the growth of scrub and bracken.

It is perhaps obvious that the enormous changes which have taken place in European agriculture over the last three to four decades have had a profound effect on the rural environment. Many valued landscapes and wildlife habitats depend on a particular form of farm management and therefore are vulnerable to change. One form of change is the abandonment of traditional techniques, or even abandonment of farming altogether, another is the removal of existing features, such as hedges, another is the adoption of new techniques which are incompatible with the conservation interest of a site, such as the use of certain herbicides.

Management agreements are only one of a number of different mechanisms that may be used in an attempt to influence or control land management. Other options include the outright purchase of land, the introduction of land use planning regulations, etc. The precise form of control adopted varies considerably between countries and regions, as discussed below, but it must be emphasised that the need for controls of any kind remains a politically sensitive subject in some quarters. There is still a considerable body of opinion which is reluctant to concede conflicts between agricultural and environmental goals in the countryside and therefore is unsympathetic to any form of control.

There may also be differences between the approach at national and regional levels. In FRG, for example, the Federal Nature Protection Law (Bundesnaturaschutzgesetz) of 1976 contains a num -ber of "agricultural provisos". Clause 7 in paragraph 8 states that "orderly agriculture, forestry or fishery land uses are not considered encroachments... on nature and landscape." Clause 3 in paragraph 1 states that "orderly agriculture and silviculture play a central role in landscape. As a rule, they serve the goals of this law." These provisos, which are now the subject of considerable political discussion, clearly represent a slightly different approach to that taken in several of the Laender where management agreements have been introduced. While the Federal Law may not have anticipated the need for management agreements, the position has changed very rapidly in recent years in FRG and the Federal law has not prevented a large number of innovative schemes being introduced at the Laender level. The Federal Government has not been involved in management agreements hither-

to, but is now giving active consideration to amending the clauses in question.

Differences in legal and administrative frameworks between countries can also help to explain variations in their approach towards management agreements. In France, for example, there is growing interest in the rural environment and an inventory of important sites for conservation has been compiled but there is no network of designated sites corresponding precisely to Dutch "management areas" or British SSSIs, ie somewhat protected areas of importance for conservation, but remaining largely in private ownership - mainly occupied by farmers. It is in designated areas of this kind that conflicts between private and public interest have been brought most sharply into focus and consequently management agreements have been most used. Differences in rural planning laws, the designation of protected sites and the form of protection utilised thus can have an important influence on the need for and development of management agreements.

The legal basis of management agreements can be summarised as follows:

a) In France relevant legislation includes the law of 22nd July 1960 establishing Les parcs nationaux, decree number 75.983 of 24th October 1975 establishing les parcs naturels regionaux, the law of 10th July 1975 establishing Le Conservatoire de l'Espace Littoral et des Rivages Lacustres, the law of 7th January 1983 and decree number 84.503 of 26th June 1984, setting up les chartes communales de developpement et d'amenagement (CIDA) and certain parts of the Code de 'Urbanisme, such as Article L122.1. This body of legislation refers in general to the creation of specially designated areas for conservation or other purposes and also to rural planning procedures.

b) In FRG, the relevant legislation varies considerably between Laender. Several Laender have a Nature Protection Act and this is often the foundation for management agreements where these exist, eg in Bavaria, Lower Saxony. A number of specific schemes, such as the Bavarin Erschewernisausgleich or Compensation Payment Regulation of 20th August 1983, aim to reimburse farmers for restrictive nature conservation requirements, most of which apply only in designated areas, often wetlands and wet meadows. Since July 1982 there has been a programme designed to protect the habitat of meadow breeding birds in Bavaria, a similar scheme for the protection of birds breeding in wet meadows was introduced in Northrhine-Westfalia in March 1985 and there are similar new schemes in Schleswig-Holstein and Hessen, initiated only in 1985. Further schemes concentrate on specific species or habitats. Other schemes currently being considered include a programme of support for "green land agriculture" in Hessen, which will involve management agreement type of payments if it becomes law.

c) In the Netherlands, the origins of management agreements can be found in a 1975 government paper "Concerning the Relation between Agriculture and Nature and Landscape Conservation", known as the "Relation Paper". This introduced a new approach to the conservation of valued agricultural landscapes and gave rise to three new intrument of environmental control - management agreements, maintenance agreements and reservations. The paper proposed a new management scheme for about 200,000 hectares of agricultural land, around 10 per cent of the total. Half of this area was to become reserves, ultimately in public ownership, the other half was scheduled to become management areas where farming and conservation objectives were to be reconciled by ways of management agreements. This broad policy is now in the early stages of implementation. Responsibility for this has been in the hands of the Bureau for Agricultural Land Management, part of the Ministry of Agriculture. This organisational step was achieved by a Command, Staatscourant 1977, 107, a purely provisional form of legislation. A permanent legal basis for management agreements will be in place only after the passage through parliament of the Management of Agricultural Land Bill, now being considered.

d) In the UK, management agreements or similar arrangements have been used on a small scale since 1949, when the National Parks and Access to the Countryside Act became law. Section 16 of this Act allowed the Nature Conservancy Council (NCC) to enter into management agreements with land owners, including farmers, on national nature reserves. Section 89 of the same act allowed local planning authorities to enter into management agreements to achieve tree planting and restorative work on derelict land, while Section 64 introduced access agreements as a means of promoting recreation in the countryside. Subsequent legislation of 1968, empowering the NCC to negotiate management agreements on Sites of Special Scientific Interest (SSSIs), which are important conservation sites, Section 1 of the 1972 Field Monuments Act, allowig the Department of the Environment to negotiate agreements concerning the protection of scheduled ancient monuments and Section 52 of the Town and Country Planning Act 1971 which allows local authorities to negotiate agreements "... for the purpose of restricting and regulating the development or use of the land." Of the numerous types of agreement made available, only access agreements, nature reserve agreements and small payments for the protection of ancient monuments have been widely used.

Management agreements became a major instrument of policy only with the passage of the Wildlife and Countryside Act 1981. Part II of this Act deals with nature conservation, the countryside and national parks. This strengthened the powers of local authorities to offer management agreements, but more importantly created a number of new circumstances in which the NCC and National Park Authorities are either empowered or obliged to enter management agreements with

landholders in SSSIs and national parks respectively.

A limited number of general conclusions can be drawn from this rather complex pattern of legislation.

First, it is clear that management agreements are of rather recent origin as an active tool of policy. In FRG, most of the relevant legislation has been passed in the last five years and a substantial proportion of it in the last 18 months. In France, management agreements are only just beginning to be used at all. In the Netherlands, management agreements have been introduced slowly and on a limited scale in the last five years. In the UK, management agreements of various kinds have been used for several decades, but it is only since 1981 that they have assumed the key role in countryside policy which they occupy today.

Second, in the majority of countries the legislation is such that several different agencies are empowered to negotiate management agreements - it is not the sole perogative of the national government. In FRG, agreements are negotiated by agencies at the Laender level and, sometimes, by local bodies. In France, the agencies involved inlcude the Parcs Nationaux, the Parcs Naturels Regionaux, local authorities, the Conservatoire Littoral, etc. The Netherlands is an exception to this rule, with the Ministry of Agriculture being the agency concerned. In the UK, the NCC is the most prominent agency entering into management agreements, but others are active too, including National Park Authorities, local authorities, and in the case of ancient monuments, the Historic Buildings and Monuments Commission (formerly the Department of the Environment).

Third, the application of management agreements generally, is restricted to particular areas of environmental sensitivity, especially sites subject to some form of legal protection, such as national parks. Most countries in the EC have several types of protected areas, although designation and protection procedures vary very considerably*. In FRG, management agreements apply mainly to sites designated for protection under nature conservation legislation, with a particular emphasis on wetland sites, because of their vulnerability to changes in agricultural practice. In France, the kind of sites involved, or potentially involved, are more varied, not only Parcs Nationaux, but also small areas protected during remembrement schemes, managed for conservation or hunting, water catchment areas vulnerable to pollution by nitrates and other fertilisers, etc. In the Netherlands, about 700,000 hectares are defined as "agricultural landscapes of high natural value". However, management agreements are confined to a relatively small part of these landscapes - the reservation and management areas, which together total about

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* The main forms of designation in each country in 1980 are set out in EEC study ENV/311/80, Protected Areas in the European Community, although this makes little reference to controls over agriculture in each type of area.

100,000 hectares, less than half of which is likely to become subject to an agreement. In the UK, management agreements are used on certain kinds of nature conservation sites, especially the Sites of Special Scientific Interest (SSSIs), in areas of landscape importance, notably National Parks and, less prominently in other types of designated area, such as those containing ancient monuments.

In general, the power of public agencies to negotiate management agreements is confined to certain designated areas and in practice the sites concerned have been predominantly landscape or nature conservation areas. It is important to note that these areas are designated on environmental rather than agricultural grounds and farm income considerations are not generally of relevance in designating sites. However, many of the most valued landscape and nature conservation sites are found on relatively poor agricultural land, for example in hills and mountains, and many of the management agreements currently in operation are within the Less Favoured Areas. In the Netherlands, administrative arrangements are such that management agreements are almost exclusively signed with farmers within the relatively small amount of territory designated under the Less Favoured Areas Directive. This is not true of the other countries in the study.

Some of the more radical proposals for new agricultural policies, in Hessen for example, suggest that management agreements may be used in future specifically as an instrument of both agricultural and environmental policy, but this is not generally the position at present. In Hessen, there is discussion of a future policy of supportal policy, but this is not generally the position at present. In Hessen, there is discussion of a future policy of support for "green land agriculture" (Gruenlandbewirtschaftung). Under this policy, farmers agreeing to use no pesticides, to limit nitrate fertiliser applications to 70 kg per hectare and to restrict stocking densities to one "cattle unit" per hectare and some additional pigs and chickens, would be eligible for payments of DM 200 per hectare per annum up to a limit of DM 2,000 per annum per farm. This would represent an extension of the management agreement principle into agricultural policy, but it has yet to be made law.

Fourth, it appears that management agreements have become more popular in recent years because they fill an important gap in the spectrum of policy instruments available. In most countries, a limited number of important nature conservation or landscape sites are wholly protected so that agriculture is either tightly controlled or totally prohibited. Often such sites are either owned or leased by a public body. Typically, there is a second tier of designation covering a larger number of sites which are much less strongly protected and where controls over agriculture are either limited or non-existent. In such areas, it is usually too expensive or impractical for public authorities to acquire extensive areas of land and manage it themselves. On the other hand, agricultural changes threaten the value of some of these sites and these cannot be prevented by the usual environmental

and physical plannng legislation. Nor can traditional forms of farming with real environmental benefits readily be given adequate support through conventional agricultural policy measures. It is often desirable both to prevent farmers from undertaking certain operations, such as hedge removal, and to encourage them grazing cattle. In such cases, management agreements are useful because they can be drawn up to suit local conditions, allow farming to continue with no change in ownership, and provide public bodies with a way of persuading farmers to cooperate with conservation objectives where they would not necessarily have the power to compel them to do so.

As the pattern of environmental legislation and site designation varies considerably between the four member states, so do the powers of the public bodies concerned and the nature of the "legislation gap" to be filled by management agreements. In some cases farmers are under no obligation whatever to negotiate a management agreement and the choice is entirely a voluntary one. In other cases, farmers are faced with certain obligations and the management agreement may be either thrust upon them or offered as the sole means of obtaining compensation. This issue is discussed further below, but in general it can be stated that management agreements must be viewed in the context of national and local environmental legislation and the kind of obligations which can be imposed on farmers. Typically they are an alternative to land purchase on one hand and on the other more readily acceptible politically than tough conservation legislation which would reduce farm incomes.

Specific Objectives of Management Agreements

Nearly all the management agreements considered in this study have environmental objectives, although there are certain exceptions - such as French agreements to secure management for hunting or shooting purposes or British agreements concerned with providing public access to farmland. Environmental goals typically include the conservation of wildlife species and habitats, protection of traditional landscapes and places of recreation and, in broader terms, the maintenance of the overall character of an area.

Table 4 shows the main forms of management agreement and comparable measures in place in summer 1985 and includes also one or two which are still at an experimental or discussion stage. The table is not comprehensive, not least because of the difficulty of deciding which schemes qualify as "management agreements" (eg in France) but it does provide a reasonable impression of the type of schemes in place and their objectives.

Some of the schemes listed involve management agreements of a fairly standard type, others vary considerably becasue of the size and nature of the site involved, the aims of the particular public body concerned, etc.

Table 4 - Main types of management agreement in the four countries - France, FRG, Netherlands, UK - A provisional list.

Country/Agency	Type of Agreement	Status
1. **France**		
Parc National des Cevennes	Various small-scale agreements with local farmers to clear scrub, conserve habitats, buildings, graze traditional breeds of cattle, etc.	Operating for about 10 years
Parcs Naturels Regionaux	Several local schemes, eg support for extensive grazing of cattle in Le Marais Poitevin, introduction of traditional breeds of cattle in Marais Vernier, promotion of agro-forestry into Parc du Luberon	Mostly under recent schemes but in operation
Le Conservatoire de l'Espace Littoral	Owns extensive areas of land along coasts and lakes. Some of this managed by local farmers on special agreements. They conserve features, maintain walls, etc. Both direct and indirect incentive, eg Conservatoire pays land taxes	Several in operation
Les Associations Foncieres	Local bodies responsible for remembrements, sometimes negotiate agreements for the management of small pieces of residual land, may be used for hunting, conservation or other uses	Infrequent in the past but becoming more common
L'Agence de Bassin Loire Bretagne	Has proposed management agreement system with local farmers to reduce nitrate fertiliser applications so as to protect water catchments. Compensation would be offered to farmers by local commune unde new Protocol	General Protocol agreed, yet to be applied locally
2. **FRG**		
Bavaria, Nature Protection Agency	Wetlands protected from major change, eg drainage. Agreements available for farmers refused drainage permission or those voluntarily continuing with traditional farming	Regulation introduced August 1983
	Protection for selected meadows suitable for nesting birds. Restrictions on agriculture over 6,000 ha. Enforced by management agreements or (more common) outright purchase	Special programme from July 1982
	Landscape maintenance regulations offer new subsidy incentives for farmers - up to 70% of the cost of nature protection measures paid by the state	From March 1983
Hessen, Agriculture Ministry	Proposed support system for 'green land agriculture'. Annual payment per hectare for small farmers agreeing limits on pesticides and fertiliser use and stocking density	Proposals. Part of a package yet to be agreed
Lower Saxony	Compensation scheme for farmers affected by stronger nature protection laws (cf Bavaria above). Compensation for controls and incentives for lower intensity of production	Since 1982 Nature Protection Act
Northrhine-Westfalia	Wet meadow programme - similar to Bavarian meadow bird programme described above	Since March 1985
Schleswig-Holstein	Support scheme to aid farmers maintaining traditional cattle grazing regimes, similar to Bavarian scheme for meadow breeding birds	Since 1985

3. Netherlands		
Bureau for Agricultural Land Management (Ministry of Agriculture)	Management agreements. These are voluntary agreements negotiated with farmers within areas characterised as 'agricultural landscapes of high natural value'. 86,000 ha of land potentially subject to management agreements or public ownership specified in 1977. General management plans are drawn up for each area, then individual agreements negotiated with farmers	Slowly coming into operation in the 1980s
Forestry Service (Ministry of Agriculture)	Maintenance agreements. A voluntary system whereby land owners and occupiers can be paid fairly small sums in return for maintaining specific natural features, eg hedgerows, pools	Legal framework in place in 1977 - the Landscape Elements Maintenance Agreements Command - Staatscourant 1977, 182
4. UK		
Nature Conservancy Council	Management agreements offered to owners and occupiers, mainly farmers, on important nature conservation sites (SSSIs), usually when occupier wishes to undertake a potentially damaging operation or has applied for a farm capital grant (eg for land improvement) which has been turned down for conservation reasons. Management agreement negotiations are commenced by law in such circumstances	Have become common since passage of 1981 Wildlife and Country-Act
National Park Authorities and local authorities	Management agreements for landscape conservation purposes. General powers are available, but in National Parks, management agreements must be offered if a farm capital grant has been refused on conservation grounds. Financial payments not offered in all circumstances	Less common than NCC agreements (above) but local agreements without financial cost becoming more popular
Historic Buildings and Monuments Commission for England	Small-scale management agreements to help offset the cost of basic maintenance of scheduled ancient monuments - often found on farms	'Acknowledgement Payments Scheme' introduced in 1972
Local Planning Authorities	Access agreements. Used on a small scale, mainly in the Pennines, to secure public access to open country for recreation. Farmer may receive capital grant or recurring payment in certain cases	Based on 1949 legislation. Not much used currently
Countryside Commission and the Ministry of Agriculture	Experimental Norfolk Broads grazing marshes conservation scheme. Covers around 3,500 ha of important landscape area, standard payments for farmers who agree not to plough or destroy their marshalnd and to accept management restrictions	3 year experimental scheme. Began summer 1985

NB This list is a provisional one and is not comprehensive. There are certainly other schemes which are either locally based, concern principally wooodland or have not been categorised as 'management agreements' in this study. Full information about all Laender in FRG was not available at the time this Table was compiled.

In the UK, for example, the Historic Buildings and Monuments Commission for England (until recently part of the Department of Environment) has 650 management agreements with owners or occupiers of land containing scheduled ancient monuments. The great majority of these are of a standard kind in which the landholder, often a farmer, agrees to keep the monument free of pests and rabbits, keep it clear of scrub and avoid damaging it by ploughing or any other operation. Small standard payments are made in return.

In France, by contrast, the Parcs Naturels Regionaux have arrived at a number of highly individual schemes to meet local needs, each applying to a relatively small number of farmers. In Le Marais Poitevin, continued traditional management of an area of grazing marsh has been attempted by establishing a local foundation, endowed with a capital sum of rather more than Ff 4 million.

In the Netherlands, where there is a relatively complex national system of rural planning, management agreements with individual farmers are negotiated only after a management plan for the area has been drawn up - with the participation of local farmers. On the basis of this plan, farmers are then offered the choice of several different combinations of individual measures compatible with the overall plan. One of these combinations may then form the basis of a six-year agreement if they so wish. Typically, they can choose from between 2-4 different packages. Two of the packages available to a farmer in a management area near Leeuwarden in Friesland are reproduced in Table 5 opposite. The area concerned is mostly low-lying fenland with a characteristic pattern of grazing meadows, hedgerows and copses.

The Netherlands arrangements are unusual insofar as they invariably incorporate an area management plan (although similar arrangements can be found in parts of the UK and FRG) and in that they offer farmers a choice of packages - albeit not a terribly wide choice. However, the individual meaures which farmers are asked to agree to are fairly typical of the type of restrictions often applied to grassland in the lowlands in agreements with nature and landscape conservation aims. In the example given, the requirements are fairly precise. In other areas, they may be simpler, for example without exact dates for particular operations being specified.

In general, the type of agricultural operations affected by management agreements are as follows:

(1) Land cultivation, particularly ploughing, rotovating, harrowing etc. Often forbidden eg on old meadows, wet pasture, heathland.

(2) Drainage. Additional drainage or changes in water regime often forbidden or strictly regulated bacause of importance for wet habitats.

(3) Mowing. Often regulated. The continuation of mowing is important for several habitats, as is the method. Timing is often important for birds and some plant species.

(4) Livestock grazing. Often it is desired to maintain extensive grazing patterns. Controls on livestock density are common.

(5) Livestock breeds. Occasionally, a particular breed of cattle is specified, usually a traditional breed, especially in France.

(6) Scrub clearance. Farmers are often required to prevent the growth of scrub, bracken etc.

(7) Maintenance of landscape features. Several agreements require maintenance of traditional features such as hedges, copses, field border, ditches, ponds, streams, stone walls, old buildings, monuments etc. This may involve simply prohibitions on damaging or changing the feature, or it may require positive management.

(8) Application of farmyard manure and slurry, the timing and application rates may be regulated or in some cases all uses may be banned.

(9) Artificial fertiliser applications. The use of fertilisers may be banned altogether, for example on grassland. Limits on applications, especially of nitrates, may also be imposed.

(10) Applications of pesticides, herbicides, etc. These are commonly controlled or banned altogether, particularly where habitat conservation is the objective.

(11) Construction of buildings, roads, etc. Usually forbidden.

(12) Alteration of vegetation by cutting, burning, digging up etc is usually controlled.

(13) Incentives for maintaining or putting up fencing as a form of site management are common in some areas.

(14) Shooting, hunting and fishing practices may be forbidden or controlled.

(15) Woodland management may be regulated.

(16) In some cases, farmers are asked to pursue particular management regimes for certain types of fauna or flora, often birds.

Table 5

Examples of Management Agreement Provisions: Two 'Packages' out of Three Available to Certain Farmers in Midden-Opsterland, Netherlands

Package 2

- maintenance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 16th June, except within two days of grazing by livestock
- no grazing between 7th May and 16th June
- no mowing between 7th May and 26th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 26th June

Package 3

- maintenance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 1st July
- no mowing or grazing between 12th April and 1st July
- mowing to be done from the centre of the fields
- no manure or slurry to be applied.

Many of the management agreements signed to date have been with farmers grazing livestock on pastureland or marshland and often the effect of the agreements has been to oblige them to continue with more or less traditional practices, perhaps with a few additional restrictions. The main consequence is to prevent intensification and particularly drainage, ploughing and the conversion of pasture to arable uses or to high yielding grass leys.

In agricultural terms, the effect of management agreements varies considerably. In some cases there are only minor limitations on farming practice or only very small ones are involved. In other cases, such as the Dutch example given, the restrictions are of some significance and effectively prevent the modernisation and development of the area in question, which may be the entire farm. This will not necessarily have a major effect on the management of a farm at the time when the agreement is signed and in fact it is unusual for a totally new set of management practices to be introduced. It is more common that agreements affect the longer-term development of a farm, with implications for management, production levels, investment, land values, farm incomes, etc. Farmers who resist or are critical of management agreements often are most concerned about the long-term restrictions which may be placed on their farms, fearing that they will be left behind technically, may be deprived of a valuable business, may be placing a major burden on their successors, may be severely reducing the value of their own assets, may be becoming "park keepers" rather than independent farmers etc. Consequently, it seems that farmers signing the more restrictive of management agreements often do so either because they do not intend (or cannot afford) to invest in intensification and new techniques or are prevented from doing so because of environmental legislation, protecting for example SSSIs in the UK or wet meadows in Northrhine-Westfalia. For this reason, and because management agreements as yet have been used only on a fairly small scale, it seems unlikely that they have had a significant effect on agricultural production.

Initiation Procedures

In most cases, management agreements are utilised only in areas designated under some form of environmental or land-use legislation, as we have already seen. Such areas may be small individual sites, a few hectares or less in size, or they may be large areas of countryside, such as national parks in the UK and France. It must be stressed that the criteria on which such sites are selected vary enormously from country to country and from agency to agency, and they are not always the most important sites in the country concerned. Scientific, aesthetic, cultural, historical, geographical and other considerations are involved in site designation, as well as political and administrative expediency. The process of designating sites is not yet complete and some of the areas designated in FRG are very recent in origin and are likely to evolve and spread to other Laender. In the

Netherlands, only 86,000 hectares out of the target of 200,000 hectares set out in the 1975 Relation Paper have been specified as landscapes of high natural value where some kind of new management regime is required. In the UK, there are about 4,400 SSSIs and the list is still being expanded. In France also, several kinds of designation seem likely to be extended and in addition new categories are being considered, such as the water catchment areas vulnerable to nitrate pollution.

In summary, management agreements are found mostly in designated areas, nearly all environmentally sensitive but for a variety of different reasons.

Within these areas, management agreements are usually purely voluntary, but there may be pressure on the farmer to join. In the Netherlands, individual management agreements may be negotiated after the area management plan has been agreed, but they are purely voluntary. In FRG, management agreements are available mainly on sites where farmers have been restricted by conservation legislation, for example protecting wetlands and pasture. They also are voluntary, although in the recently agreed wet meadows programme (Feuchtwiesenprogramm) in Northrhine-Westfalia, a number of farmers proposing to drain protected meadows or convert them to arable land, rather than continue with traditional management, had their land compulsorily purchased. In this case, the nature protection agency has strong reserve powers to prevent a farmer from undertaking the kind of changes prohibited by a management agreement. Thus, the agreement itself becomes more attractive as it offers payment for a form of traditional agriculture which the farmer may not be able to convert into a more remunerative alternative. Similar arrangements exist in the UK.

In the UK, local planning authorities or National Park Authorities can offer a farmer in any area a management agreement "for the purpose of conserving or enhancing (its) natural beauty or amenity" under the 1981 Wildlife and Countryside Act. When they do so, they are free to negotiate with a farmer or landowner without being constrained by national guidelines. However, the Act has created two circumstances in which the relevant authorities are obliged to offer farmers a management agreement, and these account for the large increase in the number of agreements over the last few years.

First, on SSSI sites only, farmers are obliged to give notice to the NCC if they intend to carry out a "potentially damaging operation" on a site. Such operations are specified in a list drawn up by the NCC and include several farming practices of the kind noted in the previous section. Usually NCC will object to such an operation and will then be obliged to enter into management agreement negotiations with the farmer. Compulsory purchase is a possibility if these negotiations break down. Second, management agreements must also be offered to farmers if they apply for a capital grant from the Ministry of Agriculture for some improvement works, such as drainage, and this is rejected on

conservation grounds, which can happen only in SSSIs or National Parks, where farmers are required to give prior notice of such intentions. In both circumstances these management agreements are voluntary, but the NCC has some reserve powers to block farming changes which it objects to. Consequently, these agreements may more accurately be described as "quasi voluntary".

Types of Agreement

Once procedures have been initiated, some of the simpler forms of agreement can be concluded fairly rapidly, but others tend to be complex, slow to negotiate and subject to bureaucratic delays. Some agreements are of a fairly standard type and can be tailored to the particular circumstances of an individual agreement fairly simply. Schemes involving standard payments per hectare, per kilometre of hedge, etc, which are quite common in FRG are faster and simpler to negotiate than those where the guiding principle is that farmers must be compensated for loss of income as a result of signing the agreement. This principle applies in the Netherlands and in many UK agreements and often gives rise to elaborate calculations.

Complexity and excessive bureaucracy can be avoided by forethought in designing a scheme and incorporating some standard elements that apply to all farmers of a certain kind or within a specified area. This helps to avoid protracted individual negotiations. The new Norfolk Broads grazing scheme in the UK, which pays a standard sum of about £120 per hectare, attracted 111 applications covering 95 per cent of the area, within about three months of being launched.

Agreements can be classified in a number of different ways, according to legal status, type of objective, length of time involved, method of payment, etc. However, for the purposes of this analysis it may be useful to distinguish four general types.

A. Agreements between landowners and farming tenants whereby the latter agree to conform to certain specified environmental obligations in return for a low rent or some other inducement. These are not strictly management agreements but do share many of the same characteristics - farmers accept certain restrictions and management tasks in return for financial compensation of some kind. This is the model adopted by the Conservatoire Littoral in France and by several public and private conservation bodies owning land in the other countries. Such agreements can in principle be made by almost any landowner and usually are not dependent on public policy. Tenancies of this kind sometimes arise as a result of an authority purchasing land for conservation purposes and then letting it on special terms to the original owner.

B. "Maintenance Agreements". A number of different types of agreement take the form of a relatively simply contract

whereby a farmer undertakes to manage a particular feature in return for a regular payment. In the Netherlands, such a scheme operates quite independently of the Agriculture Bureau's Management Agreement policy and applies to features of high landscape, scientific or cultural value, such as hedgerows, small woods and ponds. There are standard payments, calculated on the length of hedge concerned, for example. In Northrhine-Westfalia there is a new model scheme designed to protect cornflowers and 15 other plant species now in decline by paying farmers compensation up to DM 750 per hectare for maintaining herb-rich strips two metres wide along the borders of fields. In the UK, the "management agreement" schemes for the protection of ancient monuments are broadly of this type as well, with simple, well-defined tasks and standard payments per hectare. This pattern also appears in a number of local schemes, including some in France.

C. Management Agreement schemes applying to specific habitat types and regions of limited size. These schemes include those for the protection of wetlands, wet pasture, meadow bird breeding areas, etc. in German Laender, the local scheme in the Parc National des Cevennes in France, the Broads' experimental grazing scheme in the UK, etc. Such schemes are usually, but not always, administered by local or regional agencies and are designed to address a particular well-defined problem. In FRG, where such schemes have multiplied in recent years, legislation has tended to concentrate on particular types of habitat and management agreements have been introduced where farming practices are most threatening, but it is not necessarily desired to purchase the site. Schemes of this kind vary in legal form and duration and many of them are relatively new or experimental and require farmers to make commitments for only a year or two. In general, such schemes are compatible with a broad range of different approaches at the national level.

D. Full national schemes. Only in the UK and the Netherlands can management agreements be said to be a significant instrument of national policy. In the Netherlands, the Bureau for Agricultural Land Management has responsibility for purchasing land or establishing management agreements over an area ultimately extending to 200,000 hectares. Thus far, management agreements are in place only in about 3,700 hectares, about half of it in Noord-Holland, and progress is slow. However, a full mechanism for introducing agreements has been established, involving consultations with farmers at all the important stages, and six year agreements are gradually being signed throughout the country. In the UK, it is true to say that management agreements are seen as a pivot of the "voluntary approach" to rural conservation, enshrining the principle that farmers should be compensated for accepting environmental restrictions and obligations in particularly important areas. In practice a variety of different schemes are operational and financial compensation

is not always involved. However, the system whereby the NCC negotiates management agreements with farmers and other landowners and occupiers in SSSIs has achieved national prominence and is the most significant scheme politically, financially, environmentally and in terms of number of schemes and area covered. By the end of 1984, 114 new management agreements had been completed by the NCC since the 1981 Wildlife and Countryside Act, covering around 10,600 hectares. Furthermore, an additional 736 were in the process of negotiation, covering more than 80,000 hectares. These agreements cover a large range of habitat types and require a considerable amount of negotiation which can extend over two or three years. Typically, agreements are for 21 years and apply to the boundaries of an SSSI, which is usually only a small part of a farm, although there are a few which cover several farms.

Financial Provisions

As one would expect, financial provisions vary enormously and few, if any, schemes share identical arrangements. However, there are certain differences between the four types identified above. Landlord/tenant schemes (Type A) usually involve low or non-existent rents for farmers, freedom from the obligation to pay land taxes in the case of the Conservatoire Littoral, which pays these taxes itself, and payments in kind. Maintenance agreements (Type B) usually involve an annual payment, generally quite a small sum, linked by a simple formula to the size, length or other dimensions of the feature concerned. In the UK, for example, the Historic Buildings and Monuments Commission generally pays £50 per annum for simple maintenance tasks on areas smaller than 0.5 hectares, £80 per annum for areas of 0.5 to 1.0 hectares, £100 for 1.0 to 1.5 hectares, etc.

Schemes specific to certain regions or types of habitat (Type C) employ more varied formulae. Standard annual payments per hectare are relatively common in this category and have the great advantage of being simple to understand and to administer. The wet meadows programme in Northrhine-Westfalia offers annual payments to farmers with designated fields, DM 500 per hectare in 1985 and 1986. Farmers in the Norfolk Broads experimental grazing scheme receive around £120 per hectare flat-rate payments for rather similar commitments. On poorer land farmers are likely to receive less. In Exmoor National Park, for example, several farmers receive annual payments for not ploughing up moorland at a standard rate, which was in the region of £70-110 per hectare in 1983 and 1984. Standard payments are varied in some schemes, for example in Bavaria the compensation payments system of August 1983 offers farmers DM 100-300 per hectare, depending on the amount of additional work required to maintain traditional practices.

The Dutch and British national schemes (Type D) both are based on the principle that farmers should be compensated for any loss of

income arising from signing a management agreement. Different formulae are used in the two countries. In the Netherlands, conditions within the area subject to a management agreement are compared with a neighbouring "control area". Compensation rates are then related to differences in output, labour input and production costs. In addition, an "adjustment indemnity" may be payable for up to 18 years where a farmer's buildings or equipment cannot be fully exploited as a result of the new regime. For the sort of agreement illustrated in Table 5, payments could go up to around Hfl 1,300 per hectare per annum. In the UK, the principle is "compensation for profits foregone" and farmers who have been prevented from making an environmentally damaging "improvement", such as drainage, can expect compensation based on the kind of profits per hectare which they might, in theory, have achieved if they had been allowed to proceed. They have a choice of a lump sum or an annual payment, but most choose the latter. Such calculations take account of any capital grant which might have been payable, and a standard procedure for calculating payments has been prepared by the Department of the Environment. Compensation paid under this system (the "Financial Guidelines") tends to be more expensive than under different forms of management agreement and can rise to around £500 per hectare, although the average is more like £30 per hectare. It is probably significant that both in the UK and the Netherlands, where management agreements have been subject to considerable negotiaton between farming and environmental bodies, full compensation systems, including annual adjustments, have been agreed. In general, these schemes appear to offer a higher payment per hectare than most of those operating in FRG.

Annual expenditure by public authorities on management agreements is still small. In France, payment for farmers involved in management agreements or similar schemes is still rare and expenditure is relatively small. In FRG, only DM 200,000 out of a DM 1.6 million budget was spent on the Bavarian wetland compensation scheme in 1984. In the same year DM 540,000 was spent on the Bavarian meadowbird scheme. In the Netherlands, the Bureau of Agricultural Land Management had a budget for management agreements of about DFl 2 million in 1984. In the UK, the post 1981 NCC management agreements are the most costly. However, by the end of 1984 annual payments were still less than £90,000 per annum and cumulative expenditure on lump sum payments amounted to nearly £400,000. Nevertheless, there is great concern that NCC expenditure will rise enormously in future. The agreements currently under negotiation could give rise to additional payments of about £2 million per annum and large lump sum payments as well. In the longer term, the NCC anticipate that the annual budgetformanagement agreements may rise to£15-20million a year.

Implementation

It is much too soon to draw conclusions about many of the newer schemes, which have started only recently, including most of the German schemes. However, a few general points have emerged from

experience to date.

First, many procedures are cumbersome, require a great deal of administrative effort and can be slow to implement, especially where elaborate compensation systems are utilised. However, this difficulty can be overcome by more streamlined and standardised schemes.

Second, many farmers resist or dislike management agreements because they are seen as curbing their independence, limiting their incomes or even degrading their status towards that of park keepers. However, in most cases management agreements are voluntary and as such they do offer a means of maintaining incomes, sometimes attracting fairly generous payments, especially in the UK and the Netherlands. The voluntary framework and level of payments appear important factors in winning acceptability amongst farmers and with the changing tide in agricultural policy farming organisations in some regions see agreements of this kind as increasingly unavoidable. In the longer term it may be possible to develop more flexible agreements, giving farmers more choice. This may make agreements more appealing to farmers as has been found in the Netherlands.

Third, in general, it seems quite possible to identify satisfactory objectives for agreements and to design effective and acceptable management plans. Once they are signed, agreements appear to be respected by farmers and it has been shown possible to maintain traditional methods of farming, to encourage new management initiatives and to prevent undesirable changes by the use of management agreements. On most of the sites concerned the relevant environmental standards have been maintained or improved, as demonstrated by the success of the scheme to protect wild flowers in herb-rich strips around the edge of arable fields in Northrhine - Westfalia. In this important sense, management agreements have been shown to work and have been accepted as a useful policy measure by agricultural as well as environmental agencies. From an environmental point of view, management agreements, and similar schemes requiring a particular form of management represent a much more precise and useful instrument than simple livestock headage payment schemes.

Fourth, there is still some question about the effectiveness of management agreements as a tool of environmental policy, notwithstanding the achievements just noted. The reservations expressed by many observers, particularly from environmental agencies, related mainly to the potential role of management agreements, their relationship to other policy measures, their cost and the scale on which they could be used.

The schemes themselves and the legislative context within which they operate vary considerably, but critics in different countries often mentioned the same themes. Voluntary schemes, for example, may fail to attract the right farmers, especially the younger and more dynamic ones, and thus may fail to protect the most sensitive areas. Agreements have been used on a small scale

and rather tentatively to date, mainly because they are still innovatory, the relevant funds and administrative staff are limited, their application has been confined to designated areas and they are still approached with caution by many farmers. Some observers have concluded from this that such schemes can never be used on more than a small scale. Often the agreements themselves have been couched in rather negative terms and some schemes are criticised for an excessive emphasis on preventing change rather than promoting a more positive form of management. More generally there is some concern about the relationship between management agreements (or similar schemes offering farmers incentives) and other forms of environmental and physical planning legislation. There are circumstances for example, in which the effectiveness of mandatory or advisory policies which do not rely on incentives, such as local land-use planning, may be undermined.

This concern underlines the importance of the legislative context in which agreements are used. Management agreements are most unlikely to be an appropriate instrument for resolving all the difficulties encountered in environmentally sensitive areas and they do not remove the need for mandatory environmental legislation or for adequate farm support measures. Nonetheless, they may be a valuable addition to the other policy instruments available, as appears to be the case in many of the examples covered in this report. Some of the main criticisms of current schemes are directed at the prominent role which they have been given in rural and environmental policy rather than at the inherent usefulness of management agreements. This is perhaps most applicable to the UK and the Netherlands.

Fifth, the application of management agreements only in tightly defined designated areas has had a number of implications. On the one hand it has made it possible to develop agreements with precise objectives designed for a limited number of farmers, with considerable administrative advantages. On the other hand, only small areas have been protected and the resources have not been available for transfer to other areas. There is also the danger of concentrating too many resources in a relatively small area and thus devoting insufficient attention to rural areas in general. Farmers and others may then perceive environmental objectives as having little importance outside the designated areas.

Sixth, it is notable that several schemes have been designed specifically for use in areas under immediate threat, for example the wet meadows in Bavaria or the grazing marshes along the French coast and in the Norfolk Broads. Even the national schemes in the Netherlands and UK have been applied mostly in areas where major agricultural changes are imminent - in land consolidation areas in the Netherlands or in SSSIs with land improvement potential in the UK. Consequently, the development of management agreements has been greatly influenced by the need to respond to immediate problems and some of the shortcomings of current schemes can be attributed to the fact that they have been utilised mainly to counter immediate threats rather than to

develop a long-term approach to the management of environmentally sensitive areas as a whole. Some of the shortcomings of "fire-fighting" schemes may be overcome as they are adapted and refined.

Seventh, there are considerable variations in the level and nature of incentives offered under different schemes and some controversy about the appropriate principles of payment, especially where full compensation is expected. Some of the issues which arise are of fundamental importance to the concept of mangement agreements and their use in future.

Many schemes especially in FRG seem to work with standard payments set at a level which is below the potential value of "profits foregone". This is so even in the UK where the major national scheme now offers full compensation. However, it is also clear that when major national schemes were introduced in the Netherlands and the UK, their acceptability to farming organisations depended very much on the commitment to full compensation. This may be partly because of the important restrictive element in the two schemes.

The question of compensation remains a delicate or controversial issue in several countries and there is considerable concern that certain schemes will create a precedent for paying farmers compensation for any new regulations which may affect them economically.

Such a precedent does not seem to have been intended in the schemes surveyed here, but a number of authorities expressed anxiety on this point. Others have expressed opposition to the principle of offering farmers compensation for environmental restrictions, when other sectors of society are expected to comply with regulations without any kind of incentive or compensation.

Clearly, there are several different elements involved in determining how payments are made under management agreements. To some extent, the variety of different types of incentive and payment offered reflect important differences between the character, purpose and context of the schemes covered in this study. However, there is also a flavour of expediency and experiment and it is not always easy to explain the discrepancies in payments made under different schemes in the same country. A simple categorisation of payments might distinguish between:

- Payments and incentives designed to support existing farming practices which are valuable environmentally. Often it is traditional farming, especially of livestock, and often it is relatively low income farmers who require support if they are not to abandon their land or switch to a more intensive system of production. This type of support is analagous to more conventional agricultural policies.

- Payments and incentives aimed at bringing about a positive

change in farm practice eg cutting of reed usually left standing, grazing of pasture otherwise left alone, maintenance of otherwise crumbling stone walls, positive management to increase the floristic diversity of meadows etc. Usually, this requires a farmer to undertake new obligations, spend additional time and perhaps acquire special equipment or special breeds of livestock. The assumption is that farmers are taking on extra work and obligations at the behest of an external body and can expect a fair reward. This is clearly the principle underlying "maintenance agreements".

- Payments and incentives introduced in association with significant restrictions on farming activities. These restrictions may oblige a farmer to change his agricultural practices or they may be compatible with present practice but debar him from developments and improvements which may be financially worthwhile. Here there is an element of compensation, which may or may not be explicit. The argument for compensation is not necessarily that the farm sector as a whole requires redress for environmental restrictions imposed on it, but rather that one group of farmers who happen to be in an environmentally sensitive area should not be handicapped in competing with farmers elsewhere. The principle of equity between farmers may be regarded as at least as important as the principle of equity between farmers and others members of society.

All three elements, and others as well, may be present in a single programme. However, in any voluntary scheme the fundamental consideration is to provide sufficiently attractive incentives to prompt farmers to sign an agreement. Many are deeply concerned about the environment and require little incentive to join a scheme, others are only attracted by generous terms. There is little doubt, however, that a considerable number of farmers are prepared to sign agreements that offer less than full compensation and that there will be continuing support for schemes of this kind.

Eighth, it is often difficult to distinguish in practice between restrictive agreements often referred to as "negative" and those promoting positive management. Most restrictive agreements require farmers not only to refrain from certain practices, but also to continue others. Many of the schemes described in this report are concerned particularly with wet grassland, either grazed by livestock or mown for hay at certain times of year. Typically, management agreements on this type of land include restrictions on drainage, ploughing, the use of fertilisers and pesticides, the times of year at which mowing and grazing are permitted etc. Not only are these restrictions individually important in environmental terms, together they prevent a major change in the type of farming and thus help to prolong the life of traditional practices. Indeed, the broader aim of most schemes is to maintain a certain type of landscape and wildlife

habitat, and this usually depends on securing the continuation of agriculture in an extensive form.

Very often the survival of a traditional form of agriculture is critical to maintaining the wildlife and landscape value of the habitat and it is as important to ensure the continuation of appropriate forms of farming as it is to prevent intensification. In certain hill and Alpine areas, where there is little prospect of intensification, the chief objective is to prevent abandonment.

An underlying concern with the maintenance of certain kinds of management, often agricultural activities partly responsible for the value of the habitat, is common to many agreements, however "positive" or "negative" they appear on the surface. This is so particularly where the area in question is unimproved agricultural land. NCC management agreements for the protection of SSSI's from "potentially damaging operations" are sometimes described as too negative, but on farmland the effect of a newly signed agreement is generally to preserve the existing form of management, with relatively small modifications. In the example quoted in Annex 4, a key clause in the agreed management policy is that "The land shall remain so far as practicable in its present unimproved state". The form of management on a wet meadow SSSI is likely to be similar to that on a protected wet meadow under the Feuchtwiesenschutz programme in Northrhine Westfalia, where the provisions are mainly negative, but include a stipulation that the farmer must care for and protect the nests of meadow breeding birds on the site. The yet more "positive" Norfolk Broads grazing marshes conservation scheme imposes rather similar restrictions but explicitly requires that the pasture must be grazed with cattle, sheep or horses during the summer season and that the average stocking rate must be between 0.5 and 1.5 livestock units per acre (1.2 to 3.6 per hectare). If a farmer fails to keep any stock on the field during the season, no payment is made.

While there are important differences between schemes and some are almost wholly positive (especially the maintenance agreements), it is striking that the practical requirements of many schemes are rather similar, especially on traditional pasture and wet meadows.

Finally, it seems likely that management agreements will assume a larger role in future in the four countries considered here. Existing schemes are likely to be applied more widely and new measures can be expected to emerge, the scheme to protect water catchments from nitrate pollution in the Loire Bretagne basin being only one example. In FRG the number of new schemes has proliferated rapidly in recent years, especially in 1985, and many Laender seem to be following the example of those, like Bavaria, which were first in the field.

Amongst the principal reasons for this expanding use of management agreements are the growth of public concern about the envir-

onmental consequences of modern agriculture, new political perceptions about agricultural and environmental policy, an increasing quantity of information showing the need for appropriate management, the pressing need to solve local problems and the success of experimental schemes. Local factors often seem to play an important role, but they have been reinforced by overall changes in climate at the national and EC level. The general growth in concern about agriculture and the environment and the broad debate about the future of the CAP have both created a climate in which innovative ideas are more likely to be accepted than in the past. Management agreements increasingly are a subject of interest for officials from both agricultural and environment ministries and in several countries are seen as a helpful method for promoting a more integrated approach to policy, especially in designated areas. In an era when the control of surpluses has become a priority for the Community, management agreements, which may offer both environmental benefits and some farm income support without directly stimulating production, are potentially a valuable tool of both agricultural and environmental policy.

It is now possible to find examples of management agreement schemes in use at the national level, the regional level and the local level, not to mention experimental schemes. In conclusion, consideration must be given to the Community level.

Conclusions - the potential for initiatives at the EC level

In making proposals about the possible use of management agreements or similar initiatives at the EC level, however tentative, the limitations of this study must be borne in mind. The study is confined primarily to four countries and attempts to provide a broad overview of management agreements and similar schemes rather than a detailed appraisal of individual initiatives. Many schemes are relatively new and there is little data on which to base thorough assessment of their performance. Some policies are undergoing change or being supplemented by new measures and certain member states are in the process of drawing up proposals in response to Article 19 of the new agricultural structures regulation 797/85.

Against this background, some general conclusions can be suggested.

1. The four countries studied in this report have varied approaches to the encouragement of "environmentally sensitive farming" and although management agreements, or similar arrangements, are becoming quite widespread, they do not follow the same model. They all reflect, to some degree, the pattern of national or regional law, particularly with regard to land use planning, "designated areas" and environmental protection.

   For this reason, amongst others, it would be difficult to

harmonise existing practice in the four countries. Equally, a "harmonised" system might be difficult to extend to the other member states, with different traditions of their own. If this argument is accepted, the main scope for Community initiatives is in relation to new schemes rather than the rationalisation of existing ones.

2. Bearing in mind the reservations noted in the previous section, and the possibility that some member states may not wish to pursue this approach at all, there does appear to be scope for introducing an optional scheme at the Community level. Such a scheme could follow the pattern of some other Community farm structure measures which introduce common rules and make availiable a financial contribution from FEOGA for national measures which comply, but do not make implementation obligatory.

3. The main arguments for introducing a Community scheme seem to be:

a) The need to develop policies "designed to promote farming practices which conserve the rural environment and protect specific sites", in the words of the Commission's "Green Paper" on the Common Agricultural Policy (COM (85) 333 final). The importance of this goal has been reaffirmed in the Commission's most recent document on the CAP "A future for Community agriculture" (COM(85)750 final).

b) Many areas of environmental importance are either being damaged or are susceptible to be damaged by agricultural practice and stronger forms of protection are required. Appropriate forms of management agreement could play a role in strengthening this protection. It is clear that many farmers will be reluctant to work to "environmentally sensitive" management goals without some form of incentive.

c) In agricultural terms, there are grounds for favouring policies which help to conserve rural resources, such as soil, water and vegetation and encourage the use of less intensive methods which may help to regulate the growth in output of certain surplus products. Most management agreements require farmers not to intensify production and a few are likely to lead to a fall in output.

d) Although it is too early to judge the overall succes of management agreements as a policy measure, they have produced concrete results. A considerable number of agreements are in operation in the Community and workable management plans have been established. Appropriate forms of management have been secured on a range of environmentally valuable areas even though many of the individual schemes are subject to important limitations and criticisms. A considerable number of authorities now regard management agreements as a useful policy tool. The introduction of an appropriate Community scheme would widen the existing range

of EC agricultural policies, reinforce some of the national schemes described here and help to extend the use of this approach to other countries.

e) In principle, at least, there is no reason why the Community could not introduce a workable scheme whereby farmers could be offered a regular incentive for pursuing environmentally sensitive forms of management. Some of the alternative policy measures, such as the purchase of substantial areas of land, would seem to create greater practical difficulties.

f) The number of schemes being introduced by national or regional governments seems to be growing rather rapidly. An appropriate Community scheme could help to provide a common framework. However, it would be necessary to move fairly quickly if this were the objective.

4. The basis of most management agreement schemes is annual cash payments. There are arguments in favour of other incentives, such as tax allowances or payments in kind, but cash payments would probably be the most convenient basis for a Community scheme. However, the use of cash payments may not be welcomed in certain member states. On the one hand there are likely to be farmers who are reluctant to enter into such agreements. On the other, there may be governments which are reluctant to introduce payments for environmental conservation, especially if it creates a precedent for other environmental legislation. Some governments may not wish to undertake the financial commitments entailed in such a scheme, although this difficulty could be mitigated in part by varying the rate of FEOGA contribution, as is the practice in certain other farm structure measures. Nonetheless, for an EC scheme cash payments would appear to have great advantages and, as with any optional measure, not all member states would have to implement it.

5. At the Community level, a scheme could be developed whereby farmers were offered an annual sum per hectare in return for undertaking certain commitments, the nature of which would vary with the locality concerned, the relevant environmental objectives and habitat requirements, farming conditions etc. It could run in parallel with the Less Favoured Areas Directive 75/268, but payments would be tied to management conditions and the land concerned, rather than based simply on livestock headage payments. Payment per hectare is the simplest arrangement.

6. Current national schemes are tied to designated areas of various kinds, defined according to criteria which vary considerably between countries and sometimes between regions. Some schemes are aimed solely at sites in one locality and do not apply to other sites of equal environmental importance, usually because they are not under threat. While some schemes apply solely to farmers, others

encompass a wider variety of people involved in land management, such as foresters. This creates some difficulties for a Community scheme, if it is to be limited to defined areas.

One option would be to confine a new scheme to internationally designated sites, such as the "special protection areas" required by the Birds Directive 79/409. However, this would lead to other complications. There are many "environmentally sensitive areas" not on this list and there are quite a large number of listed sites which are not farmed at all.

A better approach might be to confine the new scheme to "environmentally sensitive areas" which are farmed, to define such areas in broad terms, following a similar approach to that taken in Article 19 of the Structures Regulation 797/85, and then to set a limit on the percentage of a member state's total agricultural area eligible for support under the Community scheme. Within broad guidelines, responsibility for designating environmentally sensitive areas would then rest with national or regional governments, which would allow adaptation to local priorities. Whereas some member states might designate important wildlife habitat, such as wet meadows and marshland in north west Europe, others could designate mountainous regions threatened by abandonment, regions vulnerable to soil erosion or water catchments where control over the use of nitrate fertilizers was required. The Commission could be empowered to approve the sites designated.

It is likely that budgetary restraints would require some limit on the total area of land eligible for designation in any one member state. The term "environmentally sensitive" could be applied to very large areas in the Community, perhaps ten to twenty per cent of the total in agricultural use. If the limit was set much below this, which seems probable, it would be important to recognise the fact that extensive areas which were environmentaly sensitive had been excluded from designation under this scheme, but still merited protection by means of appropriate measures, which would be devised and implemented at the national level. A Community initiative would need to work alongside national schemes rather than attempt to replace them. It would also be important to prevent land which had not been designated being perceived as "environmentally insensitive" or unworthy of adequate legal protection.

7. In developing such a scheme, certain factors would appear important:

a) The scheme would be more attractive if couched in "positive" rather than "negative" terms. Specifically, farmers would be under contract to do something, not to do nothing. This approach is more likely to be acceptable to

farmers and to both agricultural and environmental authorities. Where possible, agreements should allow farmers scope for their own management decisions, for example by giving them a choice between more than one option. This is compatible with firm overall environmental objectives, as has been shown in the Netherlands.

b) Payments would have to be sufficiently large to attract a high percentage of farmers in the key areas, unless the scheme was to be made compulsory. Use may be made of complementary measures, such as education, persuasion, special training schemes, capital grants, depreciation allowances etc, but the level of payment is likely to remain an important factor. If significant financial sacrifices are involved in signing an agreement, the financial clauses will need to offer reasonable recompense, although full compensation would not seem appropriate at the Community level. Since output and income per hectare vary enormously, the size of this sum would vary greatly in different parts of the Community. A scheme with unusual financial flexibility between different regions would be most appropriate. One method of achieving flexibility would be to provide Community contributions up to a maximum level, beyond which member states would have to "top up" payments by offering certain farmers a premium which did not attract a FEOGA contribution.

c) Experience to date suggests that flat-rate payments are preferable to the calculation of payments on an individual farm by farm basis. However, the appropriate level is likely to vary between farms of different types and between different regions. The level of payment should take into account the income position of farmers within the area concerned and must also reflect the extent of the obligations involved in an agreement. One approach would be to pay all farmers within the same local scheme a standard rate per hectare, but to allow the level of payment to vary between schemes. With the value and fertility of agricultural land spread over such a large range in the Community, it is difficult to imagine a payment which was generous for a mountainous farm in the Mediterranean region being adequate for an intensive farm in the Rhine delta. Some method of regular review of payments is required and this too would be best set at national level to take account of agricultural and economic conditions, the rate of inflation and so forth.

d) Thus, in general, flexibility would be necessary in order to account for the great variety of physical, environmental, agricultural and institutional conditions in the EC. Locally designed and administered schemes within a common general framework would be more appropriate than rigid schemes.

e) To enable farmers to adopt "environmentally sensitive" methods on a permanent basis it will often be necessary for

public authorities to do more than simply institute management agreement schemes. For example, a considerable amount of training work and information provision is required in many areas if farmers are to appreciate the purpose of adopting certain management techniques and to acquire new skills. Advisory staff and training facilities for this purpose are very sparse in several member states and a Community scheme to assist their development would be a logical complement to a new management agreement regime. Other forms of complementary assistance could be developed also. Management agreements, projects to control soil erosion and agro-forestry schemes could all play a role within the Integrated Mediterranean Programme as part of a broader effort to integrate agricultural and environmental policy. Similarly, an investment aid scheme could encourage some farmers to purchase the materials and equipment needed to improve certain methods - to build adequate slurry stores for example or to continue traditional methods - a grant for restoring old buildings in the local style, for example.

f) Some EC countries might have difficulty in taking advantage of such a scheme in the short run because their priorities have been of a different kind in the past and the institutions for establishing and running a new scheme of this kind may need to be built up over time. In such circumstances, special aid from the Community might be appropriate and there may be a special role for training.

g) Clearly, a new scheme would have implications for the Community budget. The kind of measures envisaged here would entail a regular and sustained budgetary commitment from FEOGA. The share of expenditure borne by FEOGA might vary between member states, but a standard level of 25 per cent would put the scheme on the same basis as other structural measures. Actual levels of expenditure would depend on several factors, including the nature of the scheme, the limitations built into it, the level of payments made to farmers, the extent of implementation by member states etc. However, there might be savings to the Guarantee section of the FEOGA budget if the overall trend to higher output was dampened or even reversed in "environmentally sensitive" areas. Many of the agreements described here involve restraints on intensification and provide farmers with a source of income which they might otherwise have sought by increasing production. This applies particularly to farmers on pasture who have been affected by milk quotas, some of whom have sufficently good land to allow them to convert to cereal production. The overall budgetary consequences of management agreements merit detailed research.

REFERENCES

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ANNEXES

ANNEXE 1

A G R I C U L T U R E / E N V I R O N N E M E N T

LES ACCORDS DE GESTION EN FRANCE

PARIS, juillet 1985

S O M M A I R E

INTRODUCTION

1. EXPOSE DES MOTIFS

Les accords ou conventions de gestion peuvent être définis comme des "accords en principe librement acceptés, fondés sur des obligations réciproques, entre un demandeur : institution publique, et un offreur : propriétaire foncier, exploitant agricole (1)".
Celui-ci s'engage à gérer le territoire dont il a la charge dans le respect de la protection de la nature ou du paysage en échange d'une **compensation financière.**

Si de tels instruments existent en Grande-Bretagne ("management agreements"), en R.F.A. ou aux Pays-Bas selon des modalités différentes, il n'en est pas de même en France où, pour l'instant, les accords contractuels entre administrations et/ou collectivités locales et agriculteurs sont en nombre extrêmement réduit.

Est-ce à dire que cette étude comparative ne s'applique donc pas à la France ?
En réalité, c'est bien par une question de définition et de terminologie qu'il faut commencer. Si globalement en effet, les pouvoirs publics français et les agriculteurs eux-mêmes sont peu enclins à encourager le principe d'**aides directes** pour protéger l'environnement, des **protocoles** de gestion incluant des aides indirectes sous forme de prestation de services et d'incitations sont assez couramment pratiquées, notamment dans le cadre des Parcs Naturels régionaux et du Conservatoire du Littoral. En effet, pour un certain nombre de terres dites sensibles du point de vue de l'environnement se pose le problème d'une protection intégrant tout à la fois des paramètres de natures économique et sociale.
Jusqu'à présent, les solutions à ce problème semblent se dessiner dans deux directions :
- évolution des systèmes technico-économiques agricoles dans un sens plus favorable aux nécessités écologiques : cette évolution peut et doit être aidée par les Pouvoirs Publics au niveau du conseil agricole, des incitations économiques, des aides à l'innovation et à l'investissement.

- négociation de contrats au niveau local entre agriculteurs et collectivités publiques ou administrations, contrats tendant à équilibrer les contraintes et les avantages, à diminuer les nuisances réciproques, à lier incitation et réglementation.
L'objet de ce document est d'en dresser un panorama non exhaustif certes mais suffisamment représentatif et exemplatif.

Ce thème trouve en outre son actualité dans le Réglement du Conseil du 12 mars 1985 concernant l'amélioration de l'efficacité des structures de l'agriculture, et plus particulièrement son article 19 qui évoque des aides s'appliquant à des zones sensibles du point de vue de l'environnement.

Jusqu'à présent, les mesures spécifiques en faveur des zones défavorisées étaient contenues dans la directive européenne "Agriculture des montagnes et zones défavorisées" (75.268). S'il était clairement mentionné dans cette directive qu'il était souhaitable de soutenir le maintien d'une activité agricole en vue de sauvegarder l'espace naturel, un certain nombre d'obser-

(1) Jacques Hesse : "Des politiques contractuelles pour conserver l'espace naturel" - cas des Pays-Bas et de la Grande-Bretagne (Cf Etudes Foncières n°21 - Automne 1983)

vateurs (1) s'accordent à dire que son application n'a pas entraîné des effets positifs très marqués au regard de la préservation de l'environnement rural. Le choix des zones, le montant de l'indemnité calculée en fonction des UGB (Unités Gros Bétail), le caractère quasi-automatique de l'aide et aussi l'absence de souplesse et de flexibilité pour la prise en compte des handicaps sectoriels pris en considération n'ont pas suscité une application favorable à la protection de l'environnement dans les zone sensibles de ce point de vue et ont même parfois suscité certaines formes d'intensification.

C'est dire si le problème des indemnités compensatoires, des accords de gestion, des protocoles d'accord entre les agriculteurs et l'Etat, les collectivités territoriales et des structures privées se posent plus que jamais pour tenter de résoudre efficacement les externalités d'un agriculture productiviste et à l'inverse les dégâts non moins importants dus à l'abandon des terres fragilisées.

2. METHODOLOGIE

La bibliographie concernant la relation agriculture et environnement est relativement abondante depuis les cinq dernières années, mais elle est soit très technique, soit trop générale et elle n'aborde pratiquement jamais la possibilité de l'indemnisation ou la rémunération des agriculteurs "gestionnaires de la nature".

Aussi, il restait à opérer une sélection parmi les exemples d'accords contractuels actuellement existants en France. C'est ainsi que nous avons été conduits à consulter des experts du Ministère de l'Agriculure, du Ministère de l'Environnement, des Parcs Nationaux, des Parcs Naturels Régionaux, des scientifiques et des spécialistes de la protection de la nature. L'auteur de ce rapport a donc interviewé une quinzaine de personnes et assisté à trois séminaires consacrés à la protection des milieux sensibles.

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(1) Entretien avec la Direction de l'Aménagement du Ministère de l'Agriculture

CADRE LEGISLATIF ET REGLEMENTAIRE

En dehors du cadre de la loi sur la proctection de la nature (1), un certain nombre d'outils existent qui permettent de prendre en compte l'environnement dans les projets d'aménagement, d'équipement affectant l'occupation des sols.

1. LES INSTRUMENTS DE PROTECTION GENERAUX

1.1 Les schémas directeurs

Ils succèdent aux Schémas Directeurs d'Aménagement et d'Urbanisme (SDAU) qui concernaient au 1er janvier 1983 près de 5 000 communes et 21 millions d'habitants. La nouvelle définition des schémas directeurs intègre non seulement l'aménagement urbain mais également l'agriculture et la protection de l'environnement (art. L 122.1 du Code de l'urbanisme).

Parmi les quatre objectifs assignés au schéma directeur, figure celui qui :

* détermine la destination générale des sols, et donc ceux qui doivent être protégés.

Il faut cependant noter que si la prise en compte de l'environnement résulte de l'obligation de faire figurer dans le rapport "l'analyse de l'état initial de l'environnement et la mesure dans laquelle le schéma prend en compte le souci de sa préservation", il n'y a pas de contrainte pour imposer une étude d'impact formelle.

En outre, c'est aux communes que revient l'initiative de l'élaboration d'un schéma directeur. Celles-ci confient sa réalisation à un établissement intercommunal dont le président peut décider de consulter ou non tel ou tel partenaire dont l'avis lui semble utile : associations de défense de l'environnement, universités, organisations socio-professionnelles ...

L'Etat n'est pas absent lors de l'élaboration du schéma directeur : il doit en particulier communiquer dans un délai de deux mois à compter de la décision de mise en oeuvre les informations utiles sur les projets d'intérêt général dans la zone géographique concernée.

1.2 Les Plans d'Occupation des Sols (POS)

Les POS fixent, dans le cadre des orientations des schémas directeurs -lorsqu'ils existent- les règles générales et les servitudes d'utilisation des sols qui peuvent notamment comporter l'interdiction de construire.

Le POS est l'instrument privilégié par lequel les communes exercent leurs compétences en matière d'aménagement et de sauvegarde des sites et des paysages. Il doit déterminer les conditions "permettant, d'une part, de limiter l'utilisation de l'espace, de préserver des activités agricoles, de protéger les espaces forestiers, les sites et paysages et, d'autre part, de prévoir suffisamment de zones réservées aux activités économiques et d'intérêt général, et de terrains constructibles pour la satisfaction des besoins présents et futurs en matière de logements".

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(1) Voir "Instruments de protection renforcée" page 59.

Le zonage du POS

Le découpage du POS en zones permet d'affecter à chaque espace une fonction principale. C'est l'article R. 123.18 du Code de l'Urbanisme qui distingue les zones urbaines des zones naturelles. (Cf figure page suivante)

Ces dernières, désignées par la lettre N sont divisées en 4 catégories :

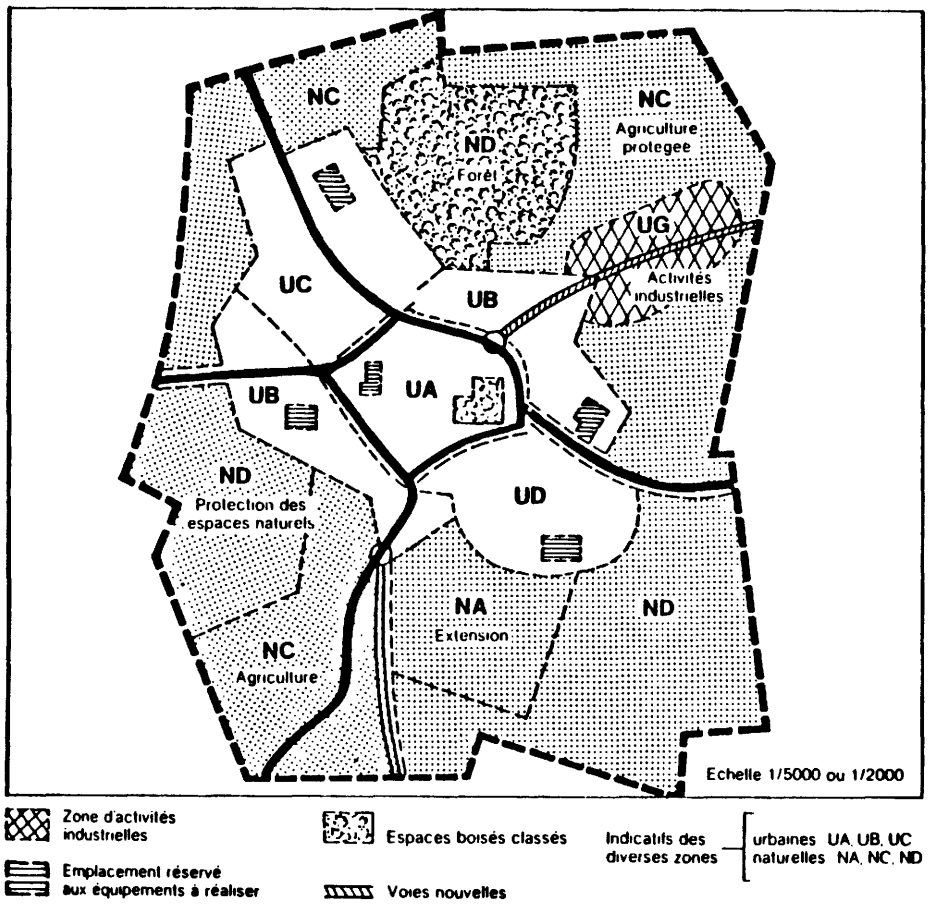
NA : zones d'urbanisme futures

NB : zones déjà construites et qu'il n'est pas prévu de développer

NC : zones de richesses naturelles à protéger à cause de leur valeur agricole ou de la richesse du sol ou du sous-sol

ND : zones naturelles à protection renforcée en raison de l'existence de risques ou de nuisances, en raison de la qualité des sites, des milieux naturels et des paysages, du point de vue esthétique ou écologique.

Présentation simplifiée d'un POS



Extrait de : « La pratique du permis de construire » de Michel Ricard, Éditions du Moniteur.

Dans ces zones protégées au titre des paysages, la loi du 31 décembre 1976 (art. L 123.2 du Code de l'urbanisme) a prévu des secteurs délimités par l'autorité administrative, dans lesquels les possibilités de construction résultant du coefficient d'occupation des sols pourront être transférées dans une partie de la zone où seront regroupées les constructions. Ceci vise à éviter la dispersion des contructions portant atteinte aux paysages, mais ne peut porter sur les territoires présentant un intérêt pour le développement des exploitations agricoles ou forestières (art. R 123.18 du Code de l'urbanisme).

1.3 Les périmètres sensibles

Par décret n° 59768 du 26 juin 1959, les périmètres sensibles sont délimités dans les départements nécessitant une protection spéciale en raison de l'intérêt de leurs sites et paysages (littoral, montagne, secteurs fragiles) et permettent :

* la perception d'une taxe départementale d'espaces verts :

Prélevée à l'occasion de toute construction, reconstruction ou agrandissement de bâtiments, son taux est de 1% de la valeur de l'ensemble immobilier. Des exonérations sont notamment prévues pour les bâtiments à usage agricole. Cette taxe perçue par le département ne peut être affectée qu'à l'acquisition de terrains pour leur aménagement en espaces verts, protection ou entretien d'espaces naturels ou forestiers ouverts au public, participation à l'acquisition des terrains par le Conservatoire de l'espace littoral et des rivages lacustres ainsi qu'à leur entretien.

* le droit de préemption :

Les terrains nus peuvent faire l'objet du droit de préemption par le département, par une commune ou par le Conservatoire de l'espace littoral.

1.4 Les Plans d'Aménagement Rural (PAR) et les chartes intercommunales

Les PAR, maintenant remplacés par les chartes intercommunales avaient les objectifs suivants :

- développer les activités socio-économiques du secteur
- localiser les équipements de façon rationnelle et cohérente
- contribuer à la préservation de l'espace naturel

Ils ne constituaient pas des documents d'aménagement opposables aux tiers mais devaient être compatibles avec les SDAU.

En 1982, ils couvraient un tiers de l'espace rural français, ils ont été à l'origine ou ont accompagné la mise en place de contrats de pays, de zones d'environnement protégées et de parcs naturels régionaux.

Les chartes communales de développement et d'aménagement (CIDA) se substituent aux PAR (loi du 7 janvier 1983 et décret N°84.503 du 26 juin 1984).

Les chartes intercommunales de développement et d'aménagement se veulent des documents permettant de mobiliser les élus et les forces socio-économiques pour assurer en commun le développement local et situer les actions d'organisation de l'espace en liaison avec les perspectives de développement économique. C'est un plan économique social et culturel à moyen terme. Elles sont élaborées et approuvées par les communes, mais c'est le commissaire de la République qui délimite le périmètre concerné sur proposition des communes et après avis du conseil général. L'élaboration de la charte se fait en concertation avec l'Etat, la région, le département et les organismes professionnels économiques ou sociaux qui le demandent.

Les effets de la charte intercommunale sont multiples :

- elle sert de base matérielle et territoriale pour l'organisation de l'espace dans les schémas directeurs qui doivent prendre en compte les programmes de collectivités résultant de la charte
- elle peut, à l'initiative de la région, constituer une zone classée en parc naturel régional,
- elle peut servir de base à des conventions (du type contrat de plan ou contrat de pays) avec le département, la région ou l'Etat pour la réalisation des projets ou programmes qu'elle prévoit,

- elle peut déclencher la mise en oeuvre des procédures d'aménagement foncier et de remembrement de l'article 1bis du Code rural et l'établissement des zones de plantation et d'actions forestières de l'article 52.1 du Code rural (art. 30, loi du 7 janvier 1983) (1).

1.5 La carte départementale de terres agricoles

Ce nouveau document a été institué par l'article 73 de la loi d'orientation agricole du 4 juillet 1980. Cette carte devrait définir les zones agricoles qui doivent être pioritairement sauvegardées ou aménagées en fonction de leur valeur agronomique et de l'affectation dominante des divers espaces ruraux et non plus selon leur seule valeur foncière. Cette nouvelle cartographie jointe à une cartographie écologique en cours de réalisation va donner au monde rural des moyens nouveaux pour sauvegarder à la fois des espaces agricoles et les potentialités des milieux naturels. Elle est approuvée par l'autorité administrative et publiée dans chaque commune. Il s'agit d'un simple document d'orientation, non opposable aux tiers, qui devrait servir à l'occasion de l'élaboration des documents d'urbanisme. Leur zonage simplement indicatif ne pourra acquérir de valeur juridique, que s'il est repris dans le POS.

1.6 Les Parcs Naturels Régionaux (PNR)

Les PNR n'ont pas été crées en vue d'une protection renforcée de l'environnement, mais plutôt avec comme objectif la détente, l'éducation, le repos des hommes et le tourisme (art. 1, décret n°75.983 du 24 octobre 1975). Ce sont avant tout des instruments d'aménagement du territoire qui portent sur des espaces ruraux présentant un intérêt au niveau de la qualité du patrimoine naturel et culturel.

Institués par voie réglementaire (décret n°67.158 du 1er mars 1967, remplacé par le décret du 24 octobre 1975), les PNR sont crées à l'initiative de la région après agrément de la charte constitutive par le Ministre de l'Environnement, charte dont il ne résulte aucune obligation juridique. Aussi, pour rendre effective la protection de l'environnement dans un tel territoire, il faut avoir recours aux instruments classiques tels que POS, périmètre sensible, réserve naturelle, etc.

(1) Droit de l'environnement - Michel Prieur, Dalloz 1984

2. LES INSTRUMENTS DE PROTECTION RENFORCEE

Cette présentation n'est pas exhaustive, elle ne concerne que ce qui a trait à l'espace rural.

2.1 Les parcs nationaux

La loi du 22 juillet 1960, relative à la création des parcs nationaux, prévoit "qu'un territoire peut être classé en parc national lorsque la conservation de la faune, de la flore, du sol, du sous-sol, de l'atmosphère, des eaux et en général d'un milieu naturel, présente un intérêt spécial et qu'il importe de le préserver contre tout effet de dégradation naturelle et de le soustraire à toute intervention artificielle susceptible d'en altérer l'aspect, la composition ou l'évolution".

Le parc comprend deux catégories de territoires :

- le "parc" proprement dit
- la "zone périphérique".

A l'intérieur du parc proprement dit, les activités humaines qui s'y déroulent sont strictement réglementées ou interdites au moyen de servitudes. C'est la partie essentielle du parc national.

La zone périphérique est une zone délimitée autour du parc proprement dit par le décret de classement. Elle assure le développement de l'économie des communes rurales en déclin et offre aux citadins les équipements d'accueil et d'hébergement. Elle sert en quelque sorte de zone tampon entre la nature "sauvage" et le monde "civilisé" ainsi que d'instrument de compensation aux collectivés locales réticentes à accepter les contraintes du parc.

2.2 Les réserves naturelles, les périmètres de protection et l'arrêté de biotope

2.2.1 Les réserves naturelles

Les réserves naturelles, où des mesures de protection spéciale sont appliquées lorsque la protection du milieu terrestre ou marin présente une importance particulière.

La loi du 10 juillet 1976, et plus particulièrement son chapitre 3, énumère les critères utilisés pour définir l'aptitude d'un milieu naturel à bénéficier du statut de réserve naturelle. L'initiative de la création provient de l'administration mais aussi très fréquemment d'une association de protection de la nature.

Les gestionnaires des réserves naturelles (associations, établissements publics...) s'efforcent d'en faire connaître les richesses en développant des actions d'information par des visites, des stages éducatifs, et de façon plus générale toute action compatible avec la préservation de la nature.

En outre, l'article 24 de la loi du 10 juillet 1976 prévoit la création de réserves naturelles volontaires, à l'initiative des personnes physiques ou associations type loi 1901. La décision d'agrément est prise par arrêté du Ministre de l'Environnement.

Dans les réserves naturelles, "volontaires" ou non, les activités suivantes peuvent être réglementées ou interdites : chasse, pêche, activités agricoles, forestières et pastorales, exécution de travaux et constructions, exploitation de carrières et gravières, circulation et stationnement, jet et dépôt de matériaux et déchets divers.

2.2.2 Les périmètres de protection

Les périmètres de protection autour des réserves naturelles peuvent être créés en vertu de l'article 59 de la loi du 22 juillet 1983, relative à la répartition des compétences entre les communes, les départements, les régions et l'Etat. Le commissaire de la République promulgue un arrêté de classement après

enquête publique et accord du conseil municipal concerné. Des servitudes sont ainsi imposées sur les territoires limitrophes de la réserve naturelle qui permettent que celle-ci ne soit pas altérée par des actions susceptibles de porter atteinte à la qualité du site.

2.2.3 L'arrêté de biotope

L'article du décret 77.1295 du 25 novembre 1977 prévoit la possibilité de classer une zone dans laquelle se trouve une espèce animale ou végétale à protéger conformément à la liste établie par arrêté interministériel en application de l'article 4 de la loi du 10 juillet 1976. Il s'agit "de favoriser la conservation des biotopes tels que mares, marécages, marais, haies, bosquets, landes, dunes, pelouses ou toutes autres formes naturelles, peu exploitées par l'homme dans la mesure où ces biotopes ou formation sont nécessaires à l'alimentation, à la reproduction, au repos ou à la survie de ces espèces.

La commission de la république pourra de même interdire "les actions pouvant porter atteinte d'une menace indistincte à l'équilibre biologique des milieux et notamment l'écobuage, le bretelage des charrues, le brûlage ou le broyage des végétaux sur pied, la destruction des talus et des haies, l'épandage de produits antiparasites".

Les infractions à ces mesures de protection sont passibles de peines prévues à l'article R38 du Code pénal.

L'arrêté de biotope peut être considéré comme un moyen de créer une petite réserve naturelle sans en avoir, néanmoins, les mêmes buts ni la même importance.

2.3 La protection du littoral

La nécessité de mettre en place une politique foncière adaptée aux problèmes spécifiques du littoral français a conduit la législation à créer un organe de gestion de l'espace littoral : le Conservatoire de l'Espace Littoral et des Rivages Lacustres (loi du 10 juillet 1975). Le Conservatoire est un établissement public de l'état à caractère administratif qui a pour mission de mener une politique foncière de sauvegarde du littoral, de respect des sites naturels et de l'équilibre écologique dans les zones côtières y compris celles jouxtant les lacs et plans d'eau d'une superficie d'au moins 1.000 ha.

Le Conservatoire peut acquérir des terrains à l'amiable, par voie d'expropriation ou par préemption dans les zones d'aménagement différé ou les zones de préemption des périmètres sensibles (art. L142.1 et R142.6 du Code de l'urbanisme).

La gestion des terrains ainsi acquis est affectuée par convention avec des collectivités locales, des établissements publics, des fondations ou des associations agréées. Les conventions prévoient expressément l'usage à donner aux terrains pour pouvoir respecter les sites naturels et l'équilibre écologique.

2.4 La protection des espèces animales et végétales

Les mesures de protection relatives à la flore et la faune sauvages ressortent de l'application de la loi du 10 juillet 1976 et des décrets d'application du 25 novembre 1977 (n°77.1295 et 1296). Ainsi la destruction, la capture ou l'enlèvement des oeufs ou des nids, la mutilation, la naturalisation de certaines espèces animales sont interdites. Pour les végétaux, sont proscrits la destruction, la coupe, la mutilation, l'arrachage, la cueillette, l'enlèvement, leur fructification, leur transport, leur colportage, leur utilisation, leur vente ou leur achat. Les espèces animales ou végétales bénéficiant de ces mesures doivent figurer sur une liste limitative en vertu de l'article 4 de la loi du 10 juillet 1976.

2.5 Les effets du remembrement

Pour pallier les effets néfastes du remembrement, la loi du 15 juillet 1975 portant modifications du code rural a introduit des dispositions favorables à l'environnement. Selon l'article 19 du code rural, le remembrement a pour objet l'aménagement et non plus seulement l'amélioration de l'exploitation agricole. L'arrachage des haies et des arbres peut être interdit mais cette disposition n'est que facultative. Le plus important réside dans l'article 29 du code rural qui fixe la liste des travaux connexes au remembrement pouvant être décidés par la commission communale. Si la destruction des talus et l'arrachage des haies peuvent être encore ordonnés, la commission peut désormais décider de tous travaux "tels que ceux qui sont nécessaires à la sauvegarde des équilibres naturels ou qui ont pour objet, notamment, la protection des sols, l'écoulement des eaux nuisibles, la retenue et la distribution des eaux utiles".
Par ailleurs, l'étude d'impact est obligatoire et constitue une des pièces du dossier du projet de remembrement soumis à enquête publique. Malheureusement, celle-ci est terminée lorsque les phases préparatoires, la distribution parcellaire, ainsi que le programme des travaux connexes sont déjà établis.

2.6 Les servitudes

2.6.1 Les servitudes imposées dans les parcs

Le décret de classement mentionne pour chaque parc les restrictions apportées à certaines activités susceptibles d'altérer son caractère.
- Les activités agro-pastorales et forestières continuent à être librement exercées sous réserve de certaines restrictions concernant l'élevage (nombre maximum d'ovins, interdiction des caprins ou la forêt (Port-Cros).
- Les activités agricoles peuvent être librement exercées sous réserve de certaines restrictions concernant le nombre de têtes de bétail.

L'ensemble de ces sujetions et interdictions est assuré par le directeur du parc qui est ainsi doté d'un "pouvoir assez unique de police écologique" (1).

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(1) Droit de l'environnement - Michel Prieur/Dalloz

2.6.2 Les servitudes imposées dans les réserves naturelles
Par des mesures réglementaires, il est possible d'imposer dans une réserve naturelle une grande variété de servitudes aux propriétaires. Elles peuvent concerner la chasse, la pêche, les activités agricoles forestières et pastorales, les activités industrielles, les travaux publics, etc. Le pouvoir de police de protection de la nature appartient au commissaire de la République. D'une façon générale, cela signifie que les zones classées en réserve naturelle ne peuvent être ni détruites, ni modifiées sauf autorisation du Ministre de l'Environnement. Toute demande entraînant une modification de l'état ou de l'aspect d'une réserve doit être adressée au commissaire de la République accompagnée d'une "étude permettant d'apprécier les conséquences (des travaux) sur le territoire protégé ou son environnement".

3. DESCRIPTIF DES ZONES A PROTECTION RENFORCEE

3.1 Les parcs nationaux

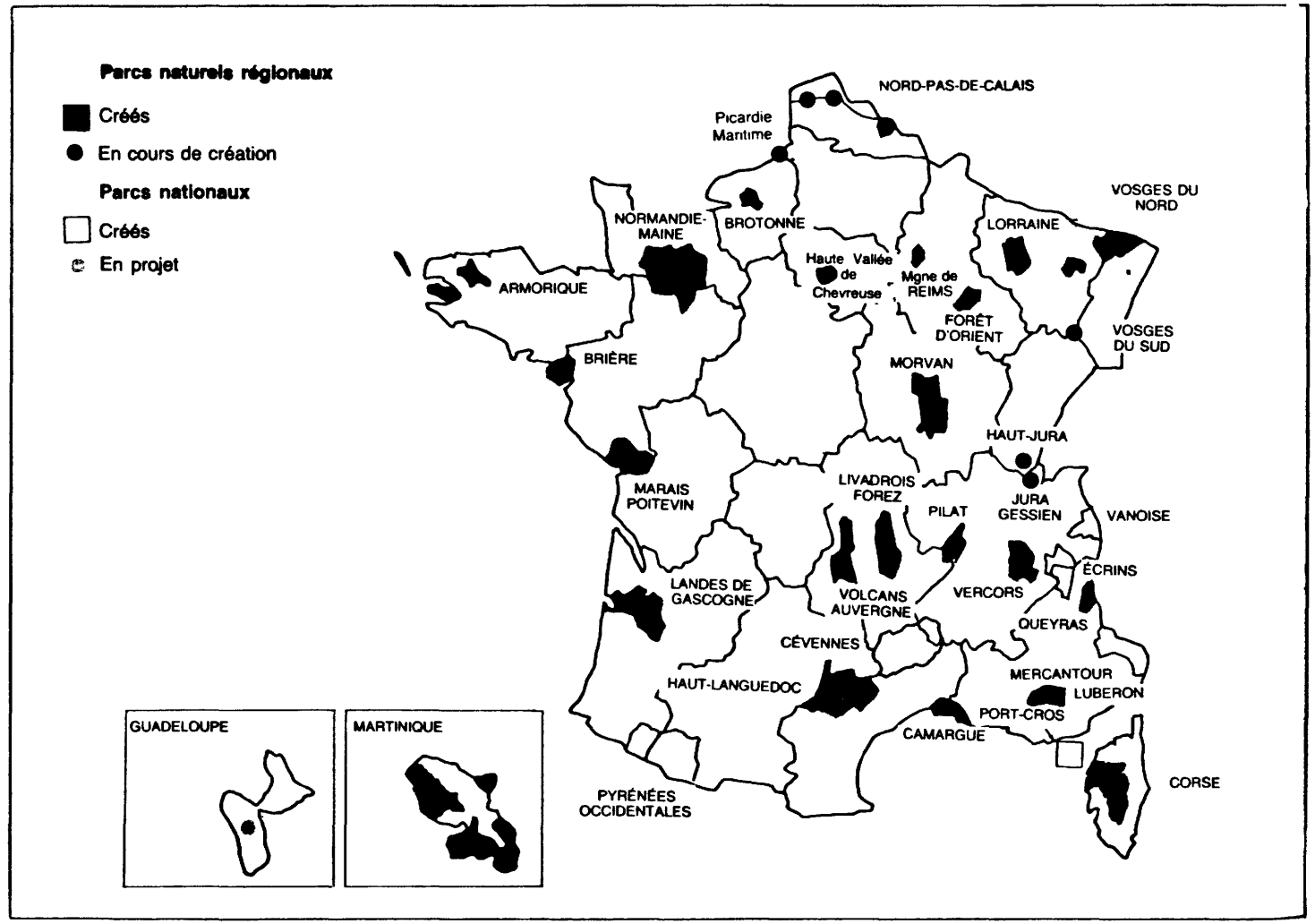
En 1985, la France compte 6 parcs nationaux, représentant avec leur zone périphérique une superficie totale de 12 280 km2. Le nombre d'habitants peut être actuellement estimé à environ 154 000 au lieu de 147 600 en 1975. Ce renversement de tendance est dû pour l'essentiel à l'arrêt de l'exode rural et au développement du tourisme (1).

NOM DU PARC (DPT.) DATE DE CREATION	SUPERFICIE zone centrale	SUPERFICIE zone périphérique	POPULATION	PARTICULARITES
VANOISE (Savoie) 7 juillet 1973	52 839 ha (11 domaniaux 47 610 communaux 5 218 privés)	144 000 ha	27 973	Parc de haute montagne (1 250 m à 3 855 m) Faune : 650 bouquetins 5000 chamois Flore : 1000 espèces dont 15 uniques
PORT CROS (Var) 14 décembre 1963	6,94 ha (176 domaniaux 518 privés)	zone maritime : 1 800 ha	30	Flore méditerranéenne et faune marine caractéristiques
PYRENEES OCCIDENTALES (Hautes-Pyrénées, Pyrénées Atlantiques) 23 mars 1967	45 710 ha (166 domaniaux 44 347 communaux 1 194 privés)	206 350 ha	40 223	Parc de haute montagne Faune remarquable : ours brun, rapaces
CEVENNES (Lozère, Gard, Ardèche) 2 septembre 1970	84 410 ha (25 694 domaniaux 6 344 communaux 53 683 particuliers)	228 000 ha	41 272 (591 en zone centrale)	Parc habité (120 exploitations dans la zone centrale) Grands rapaces
LES ECRINS (Hautes-Alpes, Isère) 27 mars 1973	91 740 ha (21 180 domaniaux 67 630 communaux 2 930 privés)	178 600 ha	27 639	Parc de haute montagne Faune remarquable : chamois, aigle royal Flore : espèces rares
LE MERCANTOUR (Alpes Maritimes, Alpes de Haute Provence) 18 août 1979	68 500 ha (16 500 domaniaux 41 000 communaux 11 000 privés)	146 200 ha	16 568	Flore exceptionnelle Vestiges archéologiques

(1) Etat de l'environnement 1984 - Documentation Française

Localisation des parcs naturels nationaux et régionaux

(au 1er janvier 1984)



Source : Ministère de l'Environnement - Direction de la Protection de la nature

Liste et caractéristiques des parcs régionaux (au 1er janvier 1985)

NOM DU PARC (année de création).	DÉPARTEMENTS	NOMBRE de communes (1).	SUPERFICIE en kilomètres carrés (2).	NOMBRE d'habitants (3).		CAPACITÉ d'accueil (estimation).
				1975	1982	
Armorique (1969)	Finistère	30	650	33 771	32 605	25 200
Brière (1970)	Loire-Atlantique	11	414	26 276	33 877	7 500
Brotonne (1974)	Eure, Seine-Maritime	39	446	32 591	34 451	3 800
Camargue (1970)	Bouches-du-Rhône	2	820	2 120	2 045	14 100
Corse (1972)	Corse-du-Sud, Haute-Corse	79	2 200	46 803	»	58 000
Forêt d'Orient (1970)	Aube	44	669	17 293	18 349	5 200
Haut Languedoc (1973)	Hérault, Tarn	68	1 450	58 672	58 592	37 900
Haute vallée de Chevreuse (1983-1984)	Yvelines	19	256	»	37 500	»
Landes de Gascogne (1970)	Gironde, Landes	22	2 087	26 792	30 138	11 000
Livradois-Forez (1983-1984)	Haute-Loire, Puy-de-Dôme	140	2 530	»	99 000	»
Lorraine (1974)	Meuse, Moselle, Meurthe-et-Moselle	176	2 059	73 784	74 138	12 900
Lubéron (1977)	Alpes - de - Haute - Provence, Vaucluse	60	1 523	102 757	112 634	43 700
Marais poitevin (1979)	Vendée, Charente-Maritime, Deux-Sèvres	107	2 167	83 188	87 926	54 700
Martinique (1976)	Martinique	33	701	80 000	»	»
Montagne de Reims (1976)	Marne	69	554	35 192	33 737	3 900
Morvan (1970)	Côte-d'Or, Nièvre, Saône-et-Loire, Yonne	64	1 717	30 176	28 667	39 500
Nord-Pas-de-Calais (1983-1984).	Nord - Pas-de-Calais.					
Boulonnais		75	807	»	»	»
Marais audomarrois		45	397	»	»	»
Plaine de la Scarpe et de l'Escaut		52	452	»	»	»
Normandie-Maine (1975)	Manche, Orne, Mayenne, Sarthe	159	2 520	99 080	99 349	44 200
Pilat (1974)	Loire, Rhône	42	641	29 838	33 400	21 200
Queyras (1977)	Hautes-Alpes	11	707	4 549	5 438	46 600
Vercors (1970)	Drôme, Isère	54	1 570	24 216	25 455	69 200
Volcans d'Auvergne (1977)	Cantal, Puy-de-Dôme	124	3 355	85 413	86 937	130 800
Vosges du Nord (1975)	Bas-Rhin, Moselle	94	1 167	73 915	73 730	20 800
Parcs à l'étude.						
Haut Jura	Jura	34	360	»	»	»
Jura gessien	Ain	29	250	»	»	»
Picardie maritime	Somme	78	600	73 000	»	»
Vosges du Sud	Vosges, Haut-Rhin, territoire de Belfort, Haute-Saône	»	»	»	»	»

(1) Le nombre de communes peut être inférieur à celui trouvé dans d'autres documents :

soit parce qu'il y a eu exclusion volontaire des communes urbaines ou de certaines villes portes (exemples : Normandie, Maine, Brière) ; ces communes urbaines peuvent cependant appartenir aux organismes de gestion du parc ;

soit parce qu'il y a eu regroupement de communes (exemples : Lorraine, Vosges du Nord).

Le nombre de communes peut être supérieur à celui trouvé dans d'autres documents :

lorsque, depuis le décret de création du parc considéré, de nouvelles communes sont rentrées dans les organismes de parc (exemples : Corse, volcans d'Auvergne).

(2) A été pris délibérément en compte la superficie entière des communes de la liste ci-jointe, même si dans certains cas ne sont compris dans le périmètre du parc que des parties de communes (excepté pour les parcs de l'Armorique, la Corse, le Haut Languedoc, pour lesquels un réajustement a été fait).

(3) A été pris en compte la population totale des communes rurales intégrées dans le périmètre du parc soit pour la totalité de leur superficie, soit pour une partie de leur superficie.

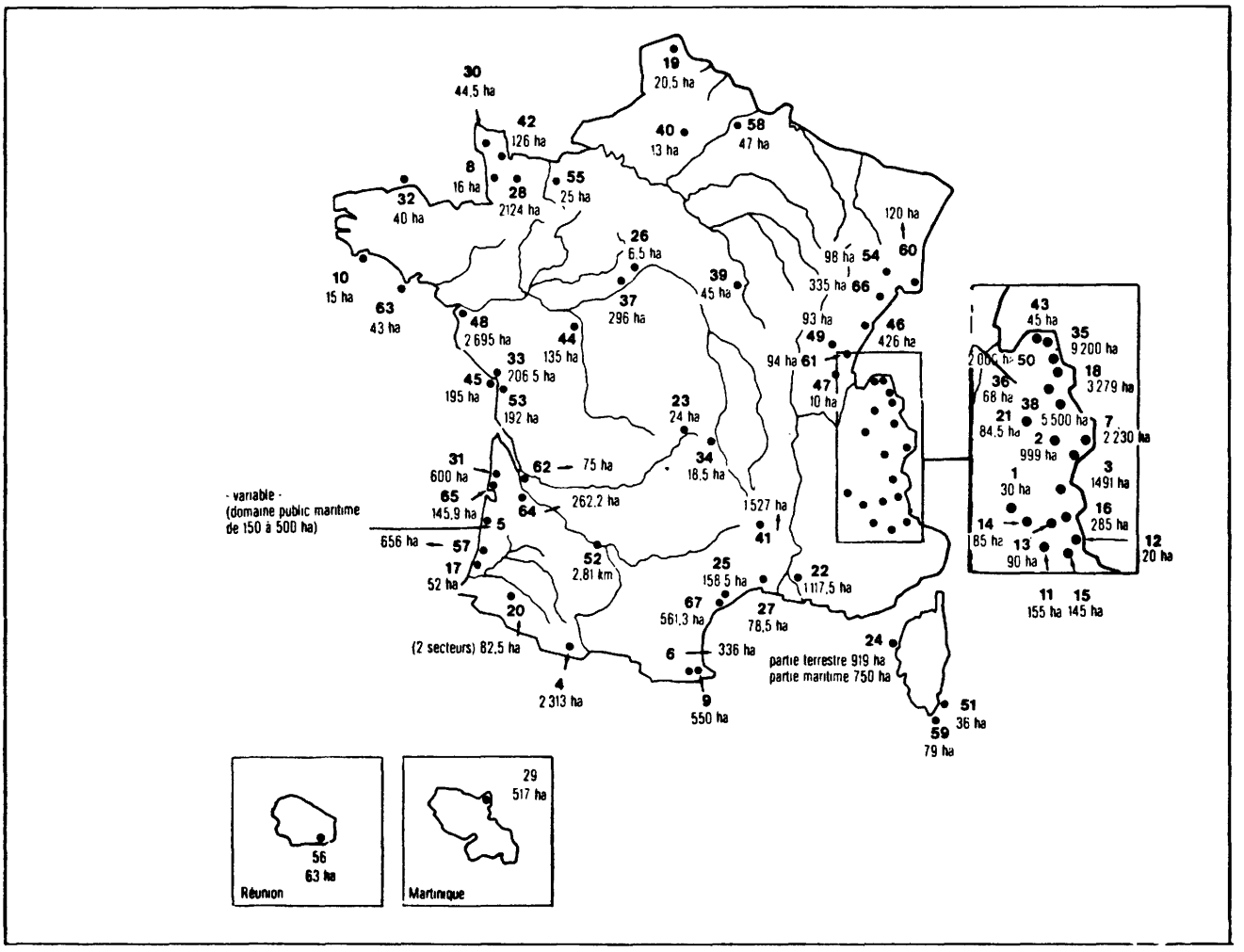
Source : étude « Les Espaces parcs, analyse socio-économique S. E. G. E. S. A. », secrétariat d'Etat à l'environnement et à la qualité de la vie.

Source : Ministère de l'Environnement - Direction de la Protection de la Nature

3.2 Les réserves naturelles et les arrêtés de biotope

Au 1er janvier 1984, 67 réserves sont officiellement créées et 11 arrêtés de biotope signés. Les réserves naturelles se répartissent sur l'ensemble du territoire (cf tableau 1) traduisant ainsi la diversité des types de milieux à protéger (cf tableau 2).

Tableau 1 : Les réserves naturelles (au 1er janvier 1984) (1)



Source : Ministère de l'Environnement - Direction de la Protection de la Nature

Tableau 2 : Classement des 67 réserves existantes selon leurs types de milieux

I. Zones marines et côtières : 18 366,7 ha soit 32,5 % de la superficie classée en réserve

Type	Superficie en ha	Localisation (N° d'identification du site sur la carte)
• Mer ouverte	550	(9) Cerbère - Banyuls
• Côte rocheuse	2 229	(24) Scandola - (29) Presqu'île de la Caravelle - * (63) Ile de Groix
• Dune	20,5	(19) Dune Marchand
• Ile, îlot	156,5 + 150 à 500 domaine maritime variable	(5) Arguin - (10) St Nicolas des Glénan (32) Sept-Iles - (51) Cerbicales - * (59) Lavezzi
• Lagune, lac, étang, eau salée (côtier)	14 253,2	(22) Camargue - (27) Étang de l'Estagnol * (65) Près salés d'Arès et de Lège - Cap Ferret - * (67) Bagnas
• Lac, étang, marais d'eau douce (côtier)	770,5	(30) Mare de Vauville - (31) Étang du Cousseau - (42) Domaine de Beauguillot
• Vasière	387	(45) Lilleau des Niges - (53) Marais d'Yves

II. Zones humides intérieures : 4 912,7 ha soit 8,7 % de la superficie classée en réserve

Type	Superficie en ha	Localisation (N° d'identification du site sur la carte)
• Cours d'eau rapide	2,81 km	(52) Frayère d'Alose
• Cours d'eau lent	801,5	(26) Ile St Pryvé St Mesmin - (43) Delta de la Dranse * (61) Girard - (57) Courant d'Huchet
• Réservoir, lac, étang	3 215,6	(1) Lac Luitel - (17) Étang Noir - (40) Étang de Saint Ladre - (46) Lac de Remoray - (48) Lac de Grand Lieu
• Marais, tourbière	895,6	(8) Tourbière de Mathon - (21) Marais du bout du lac d'Annecy - (23) Sagnes de la Godivelle - (44) Pinail - (33) St Denis du Payré - * (58) Marais d'Isle - * (60) Petite Camargue Alsacienne

III. Zones terrestres : 33 197,8 ha soit 58,8 % de la superficie classée en réserve

Type	Superficie en ha	Localisation (N° d'identification du site sur la carte)
A - *Végétation*		
• Forêts, bois	2 573,4	(6) Forêt de la Mussane - (28) Forêt de Cerisy - (39) Bois du Parc - (56) Saint Philippe Mare Longue
• Landes, garrigue, maquis, friche	671	(25) Roque haute - (49) La Truchère - (37) Grand Pierre et Vitain - (54) Sabot de Frotey - (55) Côteaux de Mesnil Soleil
B - *Relief*		
• Montagne	27 792	(2) Tignes - (3) Bonneval - (4) Néouvielle (7) Grande Sassière - (11) Vallée de la Séveraisse - (12) Vallée de Saint-Pierre - (13) Vallée du Vénéon - (14) Vallée du Beranger - (15) Cirque du Lac des Estaris - (16) Pics du Combeynot - (18) Aiguilles Rouges (35) Sixt Passy - (38) Contamines Montjoie - (50) Passy
• Paroi rocheuse, carrière, grotte	589,4	(20) Site de nidification de la vallée d'Ossau (34) Rocher de la Jacquette - (36) Roc de Chère - (47) Grotte de Hautecourt - (62) Saucats et la Brède - * (66) Ravin de Valbois
• Autre	1 572	(41) Gorges de l'Ardèche

* Réserves créées en 1982 et 1983

Source : Ministère de l'Environnement - Direction de la Protection de la Nature

4. L'INDEMNITE DES SERVITUDES - DONNEES REGLEMENTAIRES

Dans les **réserves naturelles**, il existe un droit à indemnité lorsque le classement comporte des prescriptions de nature à modifier l'état ou l'utilisation antérieurs des lieux déterminant un préjudice direct, matériel et certain. La demande doit être produite dans les six mois de la notification du classement. A défaut d'accord amiable, elle est fixée par le juge de l'expropriation.

En ce qui concerne les **parcs nationaux**, il existe également une possibilité d'indemniser les servitudes (art. 5 de la loi du 22 juillet 1960). Des règles particulières s'appliquent en fait à chaque parc ; par exemple, l'établissement public du parc peut être obligé, à la demande des propriétaires, d'acquérir les propriétés dans la mesure où le parc entraîne une diminution de plus de moitié des avantages de toute nature tirés normalement du lieu (décret du 31 octobre 1961).

Dans le cas d'un **site non classé**, l'indemnisation ne concerne que les propriétaires s'étant opposés au classement et dans l'hypothèse d'une modification à l'état ou à l'utilisation des lieux déterminant un préjudice direct, matériel et certain.

Rien ne s'oppose donc à ce que des compensations ou des indemnisations soient accordées aux agriculteurs lorsque les contraintes qui leur sont imposées ont pour conséquence une perte de revenu significative.
En réalité, peu nombreuses et dispersées sont les expériences de conventions de gestion dans le milieu rural en France.

LES ACCORDS DE GESTION

1. LES PROTOCOLES D'ACCORD DE L'AGENCE DE BASSIN LOIRE-BRETAGNE

En 1978, après 6 années de tractations, fut signé un premier protocole d'accord entre l'AFB Loire-Bretagne et la profession agricole. Ce protocole insistait sur "l'importance d'assurer aux agriculteurs, au même titre qu'aux autres usagers, les moyens techniques et financiers propres à garantir les ressources en eau nécessaires à leur activité".
Il mettait en relief l'accord des deux partenaires sur le plan des redevances, prélèvement et consommation nette d'eau et les modalités des interventions dans le cadre du programme d'amélioration de la ressource en eau.
Dès ce moment, si la profession agricole continuait de voir en l'AFB un "percepteur", elle n'en reconnaissait pas moins qu'elle avait des avantages à en retirer sous des formes très diverses : prêts, aides, subventions.

* En mai 1984, un nouveau protocole d'accord était signé "sur la pratique d'activités agricoles conciliables avec la protection des captages destinés à l'alimentation en eau potable dans le bassin Loire-Bretagne".
A l'origine de cette demande, la teneur en nitrates anormalement élevée (1) pour les eaux souterraines. Il s'est agi pour les différents acteurs : l'Agence, les Directions Départementales de l'Agriculture, les Directions Départementales de l'Action Sanitaire et Sociale d'analyser les causes de la pollution, d'inventorier les solutions plausibles et de juger si ces solutions étaient compatibles avec la valeur attribuée à la ressource.
Le raisonnement, technique et financier tout à la fois, a conduit à prendre en compte la spécificité de chaque zone et d'entreprendre des **études pilotes.**
La première expertise a été réalisée dans le département du Finistère dans une commune où il y avait un épandage de lisiers excédentaires. Ce bilan de fertilisation a été effectué par une équipe pluridisciplinaire. L'ensemble de l'opération a été financé par l'AFB par 30% de subventions et 40% remboursables à 10 ans après un an.
Le document ne précise pas tous les détails de l'application d'un tel protocole. Il mentionne en préambule que les mesures portent sur :
- les modalités de mise en conformité d'installations agricoles,
- la recommandation de pratiques culturelles et la sensibilisition de la profession agricole aux problèmes de pollution,
- la concertation pour l'établissement des périmètres de protection, notamment la mise en place d'une commission départementale spécialisée,
- **l'indemnisation des servitudes** et éventuellement l'acquisition de terrains nécessaires à la suite d'une procédure de déclaration d'utilité publique (DUP).

1.1 La concertation avec la profession agricole

La compétence réglementaire pour l'instruction et l'instauration des périmètres de protection des captages se situe au niveau départemental. L'article L20 du Code de la santé publique modifié par l'article 7 de la loi du 16 décembre 1964, et la circulaire

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(1) fixée à 50 mg/l par la Directive Eaux potables 80/778

d'application du 10 décembre 1968, prévoient autour de chaque ouvrage de captage d'eau potable la mise en place de 2 ou 3 périmètres de protection afin d'assurer la protection de la qualité des eaux. Pour chaque périmètre (immédiat, rapproché, éloigné), la législation prévoit un certain nombre de contraintes.
Afin de mieux cerner les problèmes de la pollution d'origine agricole affectant les nappes souterraines, les dispositions ont été prises :
* création d'une commission départementale spécialisée
Cette commission qui est créée à l'initiative du commissaire de la République a pour tâche d'examiner les problèmes posés par les activités agricoles et de proposer les solutions techniquement et économiquement les plus adéquates à l'intention de l'hydrogéologue agréé en matière d'hygiène publique et du conseil départemental d'hygiène.
Elle comprend au minimum des représentants du conseil général, de la direction départementale de l'agriculure et de la direction départementale de l'équipement, de la direction départementale des affaires sanitaires et sociales, de la protection des végétaux, de la chambre d'agriculture dont ses spécialistes (agro-pédologue et économiste), ainsi que l'hydrogéologue agréé coordinateur départemental.
En vue d'élaborer ses propositions, la commission doit :
- réaliser ou faire réaliser par le maître d'ouvrage les études nécessaires,
- proposer, le cas échéant, la mise en place d'expérimentations,
- organiser le suivi des activités agricoles vis à vis de la qualité des eaux dans les périmètres de protection,
- disposer des **informations techniques et économiques** concernant les solutions alternatives.

1.1.1 L'étude préalable
Cette étude nécessaire à la concertation est réalisée au vu d'une étude hydrogéologique préalable du géologue agréé. Elle permet de proposer une délimitation des périmètres non seulement à partir de données hydrogéologiques, mais aussi agropédologiques et économiques.
Dans le cas où des **restrictions** aux activités agricoles seraient envisagées, l'**étude économique** permettra de comparer la valeur de la ressource en eau utilisée et les incidences économiques qui résultent des mesures proposées pour les agriculteurs, notamment les exploitants (1).

1.1.2 Le suivi des pratiques culturales
Lorsque les études ont démontré que les pratiques culturales dans le périmètre de protection peuvent influer de façon significative sur la qualité de l'eau prélevée, un suivi est organisé avec pour objet de préciser la relation existant entre les activités agricoles et la qualité des eaux. Un diagnostic agronomique micro-régional, lorsqu'il a été établi au titre du développement agricole, constitue la base de cette estimation.
A défaut, les éléments suivants sont rassemblés avec le concours des agriculteurs concernés par les techniciens de la chambre d'agriculture ou tout autre organisme mandaté à cet effet :

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(1) Cf "Evaluation de la perte de revenu annuel de l'exploitant" p. 76

* Bilan de fertilisation des exploitations concernées (par parcelle)
  - nature et quantité d'engrais minéraux épandus,
  - estimation des quantités de lisiers apportées et des doses de fertilisants (ceci suppose une appréciation de la qualité du produit épandu),
  - exportations par les cultures
* Recueil des pratiques agricoles (date des interventions, connaissance des assolements pratiqués avec évaluation des surfaces correspondantes),
* produits phytosanitaires utilisés,
* dosage du reliquat d'azote en début et en fin de période hivernale,
* connaissance des charges animales par hectare et du type d'élevage, afin d'apprécier la part des fertilisants d'origine animale non maîtrisés (animaux aux champs),
* définition des objectifs de rendement, en fonction des potentialités pédoclimatiques.

1.1.3 Information et sensibilisation

Les résultats du suivi des pratiques culturales dans les périmètres de protection et leur incidence sur la qualité des eaux permettent de préciser les techniques et les doses de fertilisation en fonction du rendement des différentes productions. Ces informations étant directement transposables aux sols de même nature dans la région agricole considérée, il convient d'en faire bénéficier les autres exploitants.
A cet effet, une information et une formation spécifique sont assurés à l'initiative de la chambre d'agriculture, avec le concours d'organismes qualifiés.
Des actions d'information à l'intention des techniciens agricoles du département sont, en tant que de besoin, effectuées par la chambre d'agriculture.

1.1.4 Financement de ces opérations

Le suivi des pratiques culturales et de leurs effets, l'information et la sensibilisation des exploitants agricoles sur ces résultats intéressent les collectivités maîtres d'ouvrage des captages et indirectement la profession agricole.
Il est donc normal que le financement de ces opérations soit assuré par les différents partenaires bénéficiant de ces actions, avec l'aide de la chambre d'agriculture et de l'Etat. Les travaux demandés aux techniciens des prestations donnent lieu à rémunération par le maître d'ouvrage du captage. Cette rémunération est intégrée dans le coût global de l'opération et subventionnée, s'il y a lieu, par les différentes parties prenantes. L'agence intervient financièrement durant la période de mise en place qui est estimée en première approche à trois ans.
A l'issue de la période d'essai, les modalités de financement seront arrêtées en fonction de l'intérêt qu'y trouvent les parties concernées.

1.2 Les modalités d'application de préemption relatives aux activités agricoles. Les captages faisant l'objet de restriction ou d'aménagement des pratiques culturales

Lorsque les études préalables ont mis en évidence une vulnérabilité importante du captage aux pratiques culturales, l'hydrogéologue agréé peut proposer des aménagements, des limitations, voire des interdictions de certaines pratiques culturales.

L'incidence économique de ces mesures est à comparer au coût des autres solutions envisageables. Elle peut conduire aux trois solutions suivantes :

1.2.1 Possibilités d'expérimentation
Lorsque la commission n'est pas en mesure de chiffrer précisément les effets des mesures proposées pour la protection des captages, mais estime qu'elles peuvent avoir un impact significatif sur la qualité de l'eau et qu'il pourrait en résulter des avantages en rapport avec le coût des dites mesures, elle propose leur application à titre expérimental pour une durée qu'elle détermine. Pendant cette période, une **indemnité annuelle ou triennale** est versée aux exploitants par le maître d'ouvrage du captage, afin de compenser les pertes du revenu.
Les bases de calcul de cette indemnité sont indiquées en annexe 1.
S'agissant d'une mesure temporaire, aucune indemnité n'est due aux propriétaires et aucune modification des fermages, taxes sociales et impôts n'est assurée dans les conditions indiquées à l'article 7.

1.2.2 Aménagement des pratiques culturales
La commission peut juger possible, à la suite des études des expérimentations qu'elle a fait réaliser, de préserver la qualité du captage en adoptant des pratiques culturales susceptibles d'entraîner certaines années un surcoût ou (et) une baisse de rendement.
Ces préjudices financiers peuvent provenir de l'introduction à certains moments de pratiques culturales supplémentaires (mise en place de cultures intercalaires, engrais verts ...) ou différentes, ou de l'amortissement d'investissements complémentaires à réaliser.
Lorsque la commission établit que l'application de ces mesures a entraîné un coût supplémentaire ou (et) une perte, elle fait déterminer par les organismes prévus à cet effet dans la convention départementale les bases d'évaluation et le montant des compensations financières à verser pour l'année considérée (ou pour un multiple d'années si la rotation effectuée le justifie) par le maître d'ouvrage du captage à l'exploitant en place. Cette mesure d'adaptation ne paraît pas de nature à entraîner une modification des fermages, taxes sociales et impôts fonciers. Il n'y a donc pas lieu d'indemniser les propriétaires.
Cependant, les servitudes liées à l'aménagement des pratiques culturales peuvent avoir un caractère contractuel et faire l'objet d'un contrat négocié, dont la durée est précisée entre le maître d'ouvrage du captage, l'exploitant agricole et le propriétaire du foncier.
Dans le cas où les restrictions nécessaires seraient excessives économiquement parlant, il n'y aura pas d'indemnisations annuelles permanentes, la maître d'ouvrage sera tenu de recourir à l'acquisition à la suite d'une procédure de déclaration d'utilité publique.

1.2.3 Acquisitions foncières
Lorsque les restrictions ou interdictions envisagées ne permettent plus une activité agricole viable, la commission propose au maître d'ouvrage du captage de solliciter une déclaration d'utilité publique faisant l'objet des enquêtes préalables réglementaires. Les terrains grevés de servitudes peuvent alors être acquis sous réserve du respect des quatre conditions suivantes :

* Garantie que ces terrains auront une affectation agricole ou forestière,
* Remembrement selon les dispositions permettant de choisir pour la réalisation de travaux de remembrement aux frais du maître d'ouvrage avec deux options possibles : avec ou sans prélèvement de l'emprise sur l'ensemble des parcelles incluses dans le périmètre de remembrement (article 10 de la loi n° 62.933 du 8 août 1962). A cet effet, tout projet d'acquisition sera soumis à la procédure de Déclaration d'Utilité Publique au sens du Code de l'expropriation ; l'acte déclaratif d'utilité publique fera mention des obligations du maître d'ouvrage en ce qui concerne l'application de "l'article 10" et du système de prélèvement d'emprise (cf. décrets n° 63.393 du 10 avril 1963 et 68.386 du 26 avril 1968). Cette mesure n'est mise en oeuvre qu'après décision de la commission communale d'aménagement foncier créée à cet effet par le Commissaire de la République.
  Etablissement de conventions d'occupation précaire des terres concernées avec les exploitants antérieurs qui en font la demande sous réserve du respect des restrictions ou interdictions qui seront mentionnées dans un cahier des charges.
  Versement des indemnités d'expropriation dans un délai maximum de trois mois suivant la signature de l'acte de vente ou la décision du juge.

1.3 Conclusion

Le protocole mentionne ensuite les pratiques culturales et notamment les pratiques d'épandage de fertilisation azotée minérale dans les périmètres de protection et les pratiques d'épandage des lisiers et purins à respecter.

Il est enfin souligné que l'application du protocole dans chacun des départements fait l'objet d'une **convention particulière.**
L'Agence Financière de Bassin prendrait à sa charge 30% du total des fonds nécessaires à la réalisation de ces opérations **au niveau local.**
Un maire peut en effet demander à ce que le protocole s'applique dans sa commune. Le Préfet réunit alors une structure spéciale chargée du montage technique et financier et dans un délai de trois mois environ la convention de gestion est passée.

Ce protocole s'applique à partir de mai 1984, il est conclu pour une période de 3 ans renouvelable par tacite reconduction, sauf dénonciation par l'une ou l'autre des parties, trois mois au moins avant l'échéance.
Pratiquement les comptabilités des agriculteurs concernés par un dédommagement seront soumis à des contrôles organisés par l'Agence de Bassin afin de vérifier la perte de revenu déclarée.

EVALUATION DE LA PERTE DE REVENU ANNUEL DE L'EXPLOITANT

Cette évaluation est faite dans l'hypothèse de la poursuite d'une activité agricole sur les terres concernées. Elle est fondée sur la diminution de la marge brute annuelle, en fonction de la qualité de la terre, de sa vocation naturelle et des servitudes imposées. Elle se fonde également sur le pourcentage de la surface de l'exploitation grevée de servitudes.

La perte de revenu est égale à la différence entre la marge brute moyenne par hectare des terres (MBH) et la marge brute moyenne par hectare des terres grevées de servitudes (MBHS). Cette différence est multipliée par un coefficient (c) qui correspond au pourcentage de la surface de l'exploitation soumise à servitude, d'où la relation :

$$\text{Incidence économique} = (MBH - MBHS)\ c$$

La marge brute moyenne par hectare (MBH) retenue est celle arrêtée en application du protocole départemental d'indemnisation des exploitants agricoles pour les acquisitions immobilières réalisées dans le cadre d'une procédure d'expropriation, signé par les organisations professionnelles agricoles et la direction des services fiscaux. Si l'assolement pratiqué par un exploitant à l'intérieur du périmètre de protection rapproché diffère de celui qui est pris en compte dans le protocole d'indemnisation, les services fiscaux peuvent déterminer une marge brute par hectare par culture. Cette marge brute peut également, le cas échéant, être déterminée à partir de la comptabilité réelle de l'exploitant.

La marge brute moyenne grevée de servitudes (MBHS) est déterminée, pour chaque exploitation concernée, selon les bases retenues pour le calcul de la marge brute moyenne par hectare (MBH) après détermination des conséquences de l'application des servitudes sur le produit brut et sur les charges proportionnelles.

Le coefficient (c) permet de prendre en compte l'incidence des charges de structures sur la perte de revenu.

Le tableau ci-dessous donne les valeurs applicables du coefficient (c).

% de la surface de l'exploitation	0 à 10 %	11 à 20 %	21 à 30 %	31 à 40 %	41 à 50 %	51 à 60 %	61 à 70 %	71 à 80 %	81 à 90 %	91 à 100 %
Coefficient à appliquer sur la diminution totale de marge brute	1	1,1	1,2	1,3	1,4	1,5	1,6	1,7	1,8	1,9

2 LA COMPENSATION DANS LE REMEMBREMENT

2.1 La philosophie générale

Destinée à compenser, à minimiser les impacts du projet de remembrement sur l'environnement naturel, la mesure compensatoire est un élément nécessaire, voire indispensable dans certains cas. Deux types principaux de mesures techniques peuvent être distingués :

* Les mesures conservatoires, qui, étudiées dès le début de l'opération, intègrent au nouveau parcellaire un certain nombre de données du milieu naturel dégagées à partir d'une esquisse des influences potentielles du remembrement sur l'environnement.

* Les mesures compensatoires proprement dites qui, pour des cas ponctuels, pour des travaux précis, sont destinées à minimiser les effets dommageables de tel aménagement à tel endroit. Elles ne peuvent être élaborées qu'à la fin de la procédure, une fois que les nouvelles données parcellaires sont connues.

2.2 Les mesures compensatoires

Destinées, en dernier ressort, à réduire en certains points précis les impacts du projet issus d'un décalage entre les mesures conservatoires et les contraintes foncières, elles sont élaborées après l'avant-projet, quand le nouveau parcellaire ne sera plus susceptible que de légères modifications. Elles peuvent être de plusieurs types :

* Plantations de haies afin de fermer un maillage bocager existant, création d'un effet brise-vent dans un secteur particulièrement sensible, limitation de futurs phénomènes érosifs en zone pentue, amélioration du paysage, etc.
* plantations d'arbres en bords de cours d'eau curés ou rectifiés pour maintenir les berges, accroissement de la qualité biologique et paysagère du milieu, etc.

* aménagements de petites friches dans des délaissés de chemins ou de cours d'eau pour des besoins cynégétiques...

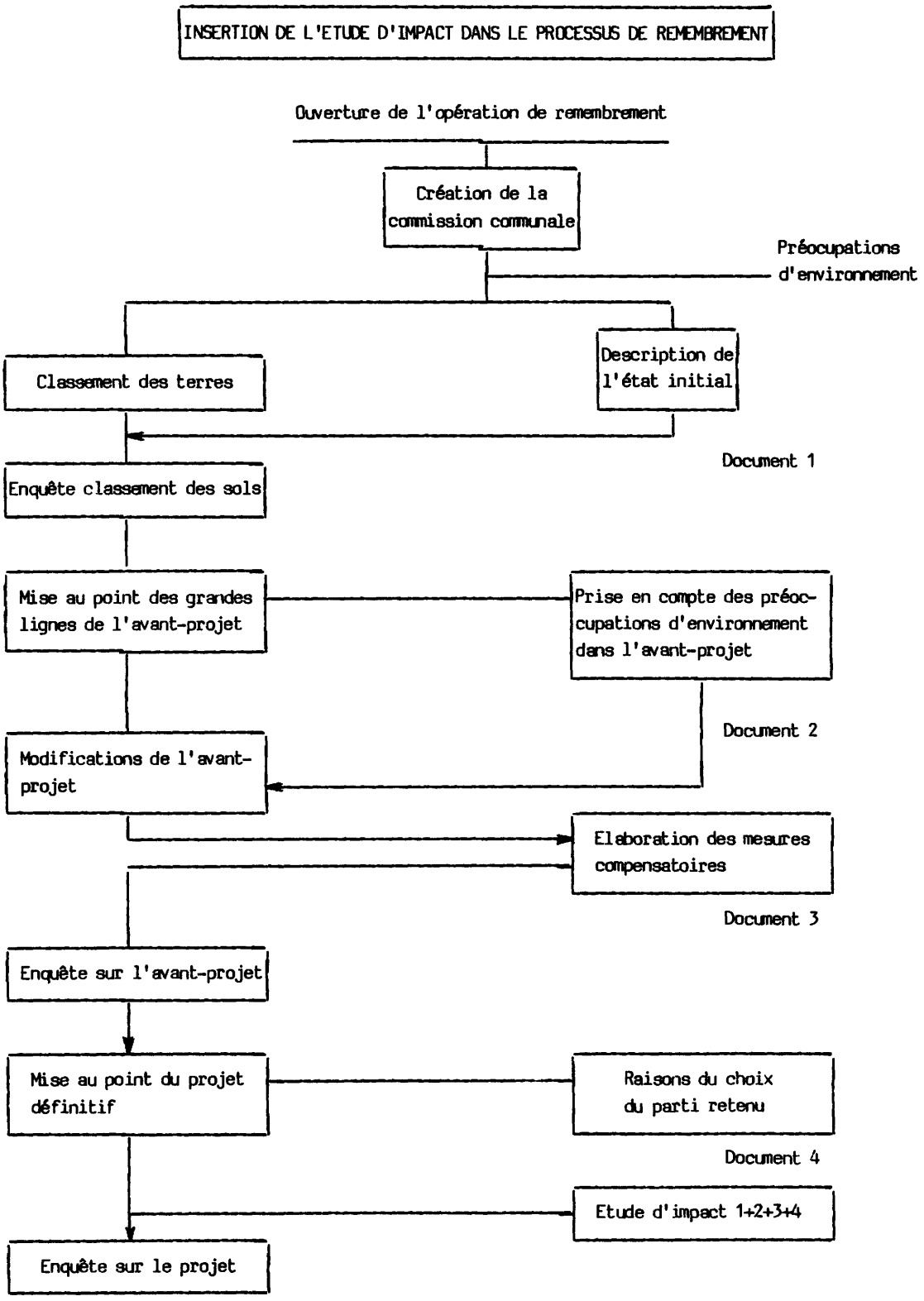
La mise en place de mesures compensatoires s'accompagne d'un plan de financement et d'une procédure foncière. La loi de juillet 1975 permet de confier à l'ensemble des propriétaires réunis en Association Foncière, la création ou l'attribution de nouveaux équipements.
Sur le plan financier, les Associations Foncières disposent des ressources suivantes :

* des subventions d'Etat pour les travaux connexes allant de 30 à 60% du coût des travaux
* des subventions diverses consenties par le département ou la région
* des emprunts contractés auprès du Crédit Agricole
* des taxes prélevées sur chaque propriétaire, dont la majeure partie servira au remboursement des emprunts contractés.

2.3 Un exemple d'accord de gestion cynégétique : le cas de Foameix-Ornel, Ginorey et Margemoulin (Meuse)

2.3.1 Le site

Les trois communes concernées occupent une superficie de 1600ha, localisées au Nord de la région naturelle de la Woevre, plaine argileuse s'étendant au pied des côtes de Meuse. Le paysage est une campagne ouverte, occupée à 75% par des prairies ; il subsiste quelques 40 hectares de friches.


INSERTION DE L'ETUDE D'IMPACT DANS LE PROCESSUS DE REMEMBREMENT
Ouverture de l'opération de remembrement
Création de la commission communale
Préocupations d'environnement
Classement des terres
Description de l'état initial
Document 1
Enquête classement des sols
Mise au point des grandes lignes de l'avant-projet
Prise en compte des préoccupations d'environnement dans l'avant-projet
Document 2
Modifications de l'avant-projet
Elaboration des mesures compensatoires
Document 3
Enquête sur l'avant-projet
Mise au point du projet définitif
Raisons du choix du parti retenu
Document 4
Etude d'impact 1+2+3+4
Enquête sur le projet

2.3.2 Le projet

Un plan d'aménagement initial a été défini, en collaboration avec la Fédération départementale des chasseurs et le chargé d'étude d'impact. Les agriculteurs locaux ne se sont pas opposés à ce projet, ne prévoyant que la création d'aménagements linéaires : bandes abris à l'emplacement d'une haie ou d'une friche, et le long de cours d'eau, en utilisant au maximum le couvert existant

Les **terrains** restent propriété des associations foncières et chacune des communes a fixé les modalités de location : 1 franc symbolique ou 3,5 quintaux/ha avec des baux à long terme. La superficie totale occupée est de 3,5 ha (0,2% du périmètre remembré).

Malgré les aspects positifs d'un tel remembrement, les chasseurs se sont inquiétés de la raréfaction des couverts au fur et à mesure de l'avancement des travaux.

Ainsi au printemps 1984, les propriétaires ou les exploitants agricoles chez lesquels il restait des friches ont tous été contactés individuellement. Il leur a été préparé une **indemnité** sur la base de 3 quintaux/ha (le taux habituel de location étant d'environ 4 quintaux dans la région) soit pour laisser ces friches en l'état, soit pour permettre d'y réaliser quelques aménagements.

Des **conventions** ont donc été passées entre certains agriculteurs et le président du comité de gestion.

L'aménagement des friches est une méthode efficace car le couvert est déjà utilisé par la faune (faisans, lièvres) et ceci permet de compléter les implantations en bandes étroites principalement utiles aux perdrix.

D'autres exemples d'accords de gestion cynégétique pourraient être cités comme celui de Saint-Cricq-en-Chalosse (Landes) où la Fédération des chasseurs des Landes a accepté de prendre en charge le financement de la réglementation des haies. D'une façon générale, les exemples d'aménagements concertés avec les associations et les fédérations de chasse se multiplient car ils répondent à un besoin des chasseurs d'améliorer le cadre rural pour une meilleure gestion de populations de gibier : dans beaucoup de cas, là où la trame "d'espaces naturels" est trop réduite pour assurer le maintien et le renouvellement des espèces, les chasseurs préfèrent recréer les éléments de vie du gibier (abri, alimentation) plutôt que de pratiquer des lâchers d'animaux, tués lors de la première saison de chasse.

Ainsi, un **accord** peut être passé avec l'association foncière qui cède les terrains nécessaires à la plantation et à l'entretien des arbres, bandes boisées ou haies.

2.4 Un exemple d'accord de gestion piscicole : exemple de Saint-Severs, Courcouey, Les Gonds (Charentes-Maritimes)

La superficie de trois communes de bordure de Charente était occupée en partie par des prairies inondées l'hiver lors des crues. Les jeunes poissons et les géniteurs profitaient de cette zone d'alimentation très favorable et retournaient au fleuve au moment de la décrue avec le risque de se faire piéger dans des petites dépressions, de trous d'eau, des fossés mal profilés.

Une première proposition consistait en la création de petits étangs rattachés aux fossés, où les alevins pourraient croître avant de retourner dans le lit du fleuve. Les agriculteurs de la commission communale n'étaient pas très favorables à cette perte de terrain.

Une solution a été trouvée : il s'agissait de modifier légèrement les caractéristiques des fossés nécessaires pour l'assainissement de la prairie afin qu'ils puissent jouer le rôle de frayère et de zone de grossissement des alevins.
Pour assurer à long terme la fonction piscicole de ces fossés, la Fédération de pêche a passé un accord avec l'Association Foncière, sous forme de **convention.**
Les fossés, faisant partie des travaux connexes, sont financés dans le cadre du remembrement. La Fédération de pêche prend à sa charge l'entretien des fossés moyennant le droit d'eau et la gardiennage de ces zones de pêche interdite.

3. UN REMEMBREMENT EN ZONE SENSIBLE : LE CAS DES ZONES HUMIDES DES COMMUNES DE SILLINGY ET NONGLARD (HAUTE SAVOIE)

3.1 Les données du problème

Ces deux communes sont situées à une dizaine de kilomètres d'Annecy. Menacées d'urbanisation diffuse, elles souhaitent cependant conserver une activité agricole essentiellement fondée sur l'élevage bovin.

Sillingy et Nonglard disposent, avec un ensemble de zones humides, d'un patrimoine naturel exceptionnel du fait de sa richesse biologique et des intérêts multiples qu'il suscite. En effet, des objectifs de conservations patrimoniale s'opposent assez classiquement à des objectifs de mise en valeur agricole.

L'étude géologique et agro-pédologique du grand marais de Sillingy révèle des sols tourbeux pauvres représentant un handicap considérable pour une éventuelle valorisation agricole.

Par ailleurs, le marais correspond à une cuvette faiblement inclinée ennoyée dans des matériaux qui font obstacles à un drainage naturel. Son assainissement, outre qu'il détruirait définitivement le fragile équilibre hydrologique, impliquerait des investissements très importants.

Les études écologiques et biologiques montrent la diversité et la richesse du milieu mais aussi sa fragilité.

La végétation, forte de quelque 200 espèces de plantes spécifiques, dont certaines très rares, est très dépendante de facteurs externes. Ainsi, si la fauche des prairies hummides ne se réalise plus, elle se banalise et se boise.

La gestion de ces près fauchés est un des impératifs de la protection de la valeur biologique et paysagère du marais. Laissé à lui-même, le marais de Sillingy se boiserait rapidement en quelques 10 à 20 ans.

La Faune - 60 espèces d'oiseaux, 10 espcèes de rapaces - riche et diversifiée trouve dans le marais soit un lieu de reproduction, de passage, soit un abri temporaire ou un terrain de chasse.

Le paysage du marais regroupe une remarquable mosaïque de milieux cultivés et naturels imbriqués harmonieusement les uns aux autres grâce à des transitions végétales.

En conclusion, ce milieu naturel partiellement fauché, dont un ancien drainage n'a sensiblement diminué la valeur biologique initiale, est un refuge pour de nombreuses espèces végétales et animales ; il assure en outre des fonctions hydrobiologiques, cynégétiques, piscicoles, agricoles et esthétique. Un assainissement généralisé le condamnerait définitivement.

3.2 L'aboutissement : une solution concertée

3.2.1 Le projet de remembrement de 1981

Pour les jeunes agriculteurs de Sillingy et Nonglard, remettre en culture les zones humides, plates et proches des sièges d'exploitation, semble être une des conditions de leur suivi . Ainsi, une procédure de remembrement est-elle ordonnée en 1981. Après enquête publique, le périmètre est arrêté, il englobe 220 ha, dont trois zones humides, et conserve les 250 propriétaires cadastraux de 800 parcelles. En 1982, le géomètre-expert interroge des propriétaires sur leur volonté d'assainir leurs parcelles humides. La moitié d'entre eux ne souhaitent pas l'assainissement de leurs terres. En outre, un mouvement régional se manifeste en faveur de la sauvegarde du marais de Sillingy considéré comme une des dernières zones humides

remarquables de la région d'Annecy. Dès lors, se pose la question suivante :faut-il opposer remise en culture et protection de la nature ; ou alors la conciliation est-elle possible ?

3.2.2 La médiation du conflit

La DDA, dans le cadre de la pré-étude d'environnement qu'elle a lancée, fait appel à un groupe de médiation extérieur à savoir l'équipe du CEMA GREF (1) de Grenoble qui n'a aucun intérêt local.
Au fil des réunions de travail, le groupe de médiation a clairement exprimé les problèmes posés par un milieu biologique particulièrement sensible et réactif.
Les synthèses illustrées conçues pour cette étude ont permis d'aider à la concertation en visualisant l'espace, ses aptitudes, ses potentialités. En simulant des scénarios d'aménagement issus des hypothèses d'experts, elles ont provoqué les réactions des diverses parties en présence et elles ont facilité la réflexion des communes en leur rappelant leur responsabilité patrimoniale face à un milieu complexe et sensible exceptionnel.

3.2.3. La solution retenue

3.2.3.1 Le débat économique

L'hypothèse d'une mise en culture après assainissement du marais paraissait, au départ, parfaitement convaincante sur le plan économique. Elle s'étayait sur le fait que le manque de terrains agricoles à proximité d'Annecy justifiait de récupérer des terres marginales pour les mettre en culture et, pour les agriculteurs, l'étude économique prouvant la rentabilité de l'assainissement du marais semblait probante avec, toutefois, quelques réserves, à savoir que les exploitants des parcelles assainies et mises en culture doivent maîtriser parfaitement la gestion technique pour arriver à une production de 2 UGB/ha.
On peut résumer cette étude économique de la façon suivante :
- Estimant le coût des travaux d'un drainage de l'ensemble du marais, complété de la création de plans d'eau (irrigation) et de l'organisation d'un réseau de haies brise-vent à 15 000 F TTC/ha, à cela il faut ajouter des charges de fertilisation et de travail pour 500 F/ha , soit un coût d'investissement de 20000 F /ha.
- Chaque agriculteur pouvait espérer, de la part du Ministère de l'agriculture, une subvention de 50% sur cette somme et pour le complément souscrire un emprunt au taux de 11,25% sur 20 ans, soit prévoir des annuités de drainage de 800 F/an, auxquelles il lui conviendrait d'ajouter des charges d'engrais pour 400 F-/ha/an et de tracteur pour 100 F/ha/an. En versant 1 300 F-/ha/an ces agriculteurs pouvaient donc acquérir et mettre en culture un hectare de terre agricole dont le prix de vente actuelle dans le secteur est situé aux alentours de 30 à 50000 F.

L'étude économique détaillée, réalisée à la demande du Service de l'Aménagement Foncier et Hydraulique de la DDA retenait deux scénarios : celui d'un drainage total et celui d'un drainage partiel complétés tous deux de travaux connexes (plans d'eau, haies ...) et quatre hypothèses de développement dégageant des soldes positifs allant de 2 000 à 7 200 F/ha.

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(1) Centre National du Machinisme Agricole, du Génie Rural, des Eaux et des Forêts (organisme de recherche appliquée dépendant du Ministère de l'Agriculture)

Tout ce raisonnement économique va se heurter au fait que la moitié des propriétaires du marais, ainsi que l'avait fait apparaître l'enquête drainage, ne pouvait ou ne souhaitait pas investir dans ces travaux connexes de drainage restant à leur charge dans le cadre du remembrement.

Il ne tiendra plus ensuite, lorsque l'étude d'environnement mettre en avant les risques de gestion découlant de la mauvaise qualité des sols récupérés après drainage et lorsqu'elle aura fait apparaitre que l'assainissement par drains enterrés n'est ni nécessaire ni même souhaitable et que de simples fossés à ciel ouvert, raccordés à l'ancien réseau de drainage remis en état pouvaient suffire à assainir des parcelles d'élevage parfaitement exploitables. Le coût d'investissement passant alors de 20000 F/ha à 3 000 à 4 000 F récupéré paraît désormais sans commune mesure avec celui de l'hypothèse de départ.
L'imbrication des parcelles des propriétaires souhaitant l'assainissement avec celles de ceux ne le souhaitant pas aurait pu bloquer le processus d'assainissement partiel finalement retenu. C'est la procédure du remembrement d'échange des terres à parité qui permettra le regroupement en ensembles fonctionnels agricoles ou écologiques retenus dans le dernier scénario. Les 10 ha acquis par la SAFER (1) serviront utilement de tampon dans ces tractations d'échanges.

3.3.3.2 La solution retenue

Le projet concerne un périmètre de 80 ha incluant 30 ha de prés humides. Il prévoit :
- la remise en état du réseau d'assainissement à un coût peu élevé (3 000 à 4 000 F/ha)
- la création de deux plans d'eau paysagers
- des défrichements de 4 200 m2 compensés par 7 000 m2 de plantation de haies, de bosquets en bordure des plans d'eau.
- Les parties assainies sont désormais regroupées en petits ensembles homogènes et encadrées de zones de marais de peu d'intérêt agricole que les exploitants s'engagent à entretenir par la pratique de la fauche.

Les avantages de ce projet sont clairs :
- un assainissement beaucoup moins onéreux que pour les précédents projets d'aménagement qui impliquaient l'affectation de sommes apparemment disproportionnées au regard du chiffre d'affaire communal;
- une solution réaliste, qui permet de récupérer des terres agricoles, tout en conservant le marais, puisque le réseau d'assainissement, tel qu'il fonctionnait en 1940, n'a pas mis en question l'existence même du marais ;
- comme, apparemment, les terres récupérées par un assainissement général du marais ne pouvaient être que réellement affectées à l'élevage, du fait des caractéristiques pédologiques des sols, autant jouer cette carte, sans dénaturer un patrimoine d'exception ;

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(1) Société d'Aménagement Foncier et d'Etablissement Rural

- sauvegarde d'espèces protégées au plan national. Valorisation des activités cynégétiques et piscicoles. Diversification du milieu naturel par la création de plans d'eau. Satisfaction est donnée à différentes catégories d'usagers : résidents, chasseurs, pêcheurs, naturalistes, scolaires, tandis qu'est protégé un patrimoine d'intérêt national, qui participe, en outre localement, à la régulation des eaux (étalement des crues), et à la protection de l'aval ;
- incitation à terme, pour l'agriculture locale, à mieux valoriser les surfaces agricoles existantes (culture à haute valeur ajoutée) plutôt que de poursuivre la course à l'augmentation des surfaces. Démonstration qu'un développement rural peut prendre en compte des richesses patrimoniales.

Enfin, outre l'entretien normal du réseau par le Syndicat local d'assainissement, il est prévu :
- Des contrats, avec un ou plusieurs agriculteurs, pour assurer la fauche de 5 ha/an (soit 15 ha à rotation de 3 ans). Cet entretien est possible car les agriculteurs constatent eux-mêmes que les tracteurs modernes enfoncent moins que les chevaux d'antan. La Direction Départementale de l'Agriculture financera les sommes versées aux agriculteurs. Une Association type Loi 1901 servira de relais pour les paiements de la fauche dont le montant sera de 1 000 F/ha/an. Ce montant est estimé en fonction du temps passé par l'agriculteur.

4. LES PARCS NATURELS REGIONAUX (PNR) : QUELQUES CAS D'ACCORD DE GESTION

Il n'y a pas d'outils contractuels de nature compensatoire dans les PNR. Par contre, il existe un certain nombre d'exemples d'incitations à mieux utiliser le potentiel existant, voire l'augmenter, dans le respect des caractéristiques du milieu.

4.1 Les zones humides

4.1.1 Le Marais Poitevin : le cas des communaux du Sud-Vendée

Constitué de prairies plus ou moins inondables, parcourues par des réseaux hydrauliques complexes issus d'aménagements antérieurs, le Marais Poitevin fait l'objet de projets d'assainissement sans que soit pris en compte la valeur écologique des terres destinées à l'assèchement et à la mise en culture.
La pratique de l'élevage conditionne l'existence des populations d'oiseaux migrateurs qui fréquentent le Marais en périodes d'hivernage, de migration, ou de nidification. **Ces oiseaux ont impérativement besoin, pour se nourrir, de la présence de ces prairies naturelles humides pâturées.**

Dans le Sud-Vendée, les grands communaux (1), encore exploités en pâturage collectif constituent les territoires les plus représentatifs de ces prairies naturelles humides.

4.1.1.1 Les données du problème

A l'heure actuelle, le nombre d'éleveurs a tendance à diminuer et si le chaptel ne diminue pas encore, il se concentre et son exploitation s'industrialise. La pratique collective perd ses adeptes (2) car :
- elle est jugée archaïque et desuète,
- elle est considérée comme dangereuse sur le plan sanitaire,
- elle ne trouve pas sa place dans le rigide schéma dominant de la modernisation de l'élevage.

La prairie sous-pâturée, tend à se dégrader. Les charges très faibles au départ s'accroissent pour les utilisateurs qui persistent.
Ainsi, les **agriculteurs** font pression pour obtenir le démembrement et le partage des communaux au profit d'une exploitation individuelle qu'il devient alors urgent de mettre en valeur par les moyens habituels.
De leur côté, les **municipalités**, voient les recettes des communaux diminuer. En outre, elles ne ressentent plus avec la même évidence le rôle social du communal, et ne sont plus motivées pour faire face elles-mêmes, dans ce domaine, à leurs obligations de gestion.

4.1.1.2 La solution proposée

Face à ces menaces qui se sont concrétisées depuis la fin des années soixante, le PNR réalise des études qui ont montré que

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(1) Terrains appartenant aux municipalité et loués à des particuliers

(2) Cf note du PNR du mai 1984 sur la création d'une Fondation dans le Sud-Vendée

l'exploitation traditionnelle n'était absolument pas condamnée irréversiblement à l'archaïsme et à la désuétude mais qu'il y avait moyen de rationaliser cette pratique dans les buts :
- de conserver à ces communaux leurs intérêts
- d'assurer la rentabilité de leur gestion par les municipalités
- d'en faire sans ambiguité, un outil de production utilisable par les éleveurs.

Le Parc a donc pris la décision de proposer aux municipalités concernées le mise en place d'une **Fondation** qui aura pour objets :
* de recevoir et de gérer, pour la réalisation des objectifs présentés ci-après, une dotation initiale de 4 200 000 F qui pourêtre augmentée par le suite,
* de passer des "contrats d'aménagement" avec les communes intéressées, pour une durée de 15 années, renouvelable,
* afin de les aider à rationaliser et à rentabiliser l'exploitation collective du pâturage sur les prairies humides communales, ainsi qu'à mieux connaître et mettre en valeur les multiples intérêts et richesses de ces territoires,
* de jeter les bases d'une expérimentation et d'un développement de valorisation de la prairie humide dans le respect des équilibres existants.

Le protocole d'accord (1), signé par cinq municipalités et le Parc Naturel Régional en 1984, prévoit que la Fondation apporte des aides aux communes sous forme de services gratuits. Par ailleurs, la Fondation est chargée de financer et d'assurer une partie de la recherche biologique sur une meilleure évaluation du patrimoine.

En conclusion, il ne s'agit pas ni d'un accord de gestion ni d'un accord de compensation, mais plutôt d'un outil apportant des aides directes à caractères scientifique et incitatif. La Fondation est mise en place beaucoup plus dans le but de "donner le coup de pouce" nécessaire pour que les communaux ne soient pas démembrés et asséchés que de subventionner des agriculteurs aux fins de les amener à continuer leurs pratiques sur ces communaux. Les municipalités ont en dernier ressort la charge et la responsabilité de ces terrains et à aucun moment il est prévu que la Fondation puisse se substituer d'une manière ou d'une autre aux communes gestionnaires des prairies inondables.
Il semble bien qu'une Fondation soit une des seules structures capables de remplir les rôles du conseil, d'incitation dans les domaines agronomique et biologique.
Au reste, au plan local, il n'y a pas de réticences puisque les communes ont bien signé le protocole d'accord. Une fois que preuve aura été faite, qu'aucun argument juridique et administratif ne fait obstacle à la création d'une telle Fondation, l'ensemble de l'opération pourra être mis en oeuvre avec un financement CEE et un financement national qui comprendrait des fonds du FIQV (Fonds International pour la Qualité de la Vie - Ministère de l'Environnement), du Parc et de l'Office National de la Chasse qui fournirait en plus l'encadrement administratif et technique.

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(1) Cf page 91.

4.1.2 Le cas du Marais Vernier (Parc Naturel Régional de Brotonne

4.1.2.1 Les données du problème

Cette zone humide de 4 500 ha qui se situe en Haute-Normandie représente un de ces écosystèmes particulèrement symboliques dans la mesure où l'on peut y suivre les modifications liées aux changements d'économie et de type de société.
Jusqu'à la dernière guerre mondiale, le Marais Vernier a permis le maintien ou le développement d'une richesse biologique particulèrement importante.
Puis dès la fin des années quarante, des travaux commencent, qui conduisent au drainage et au défrichement. Mais, faute d'avis évalué, l'importance des charges d'entretien du réseau de drainage et sans doute parce que la rentabilité économique n'est pas suffisante, un démembrement progressif, biologiquement catastrophique a lieu.
Il importait donc de gérer ces terrains afin d'enrayer dans un premier temps le processus d'abandon, et dans un second temps, de restaurer la valeur biologique du site.

4.1.2.2 La solution proposée

Différentes raisons ont conduit à rechercher une gestion passant par des grands herbivores domestiques mais appartenant à des races archaïques éco-adaptées.
C'est ainsi que le PNR a choisi le taureau d'Ecosse (Highland Cattle) et le cheval camarguais. Ces races ont été introduites sur une réserve naturelle d'une centaine d'hectares achetés donc par l'Etat pour que le PNR puisse y conduire une "politique de pédagogie de la nature" (1).

4.1.2.3 Les résultats et les perspectives

Les troupeaux se reproduisent et en corollaire, avec le pâturage, les prairies abandonnées depuis quinze ans et qui ne contenait plus qu'une vingtaine d'espèces de phanrérogammes (contre environ 40 pour une prairie encore entretenue) a vu sa flore se diversifier jusqu'à atteindre, cinq ans après, une centaine d'espèces, dont certaines rares.

La prise en compte de cet espace par les éleveurs à travers l'introduction de races adaptées est un bon exemple d'un mode de faire-valoir qui entretient l'environnement.

4.1.3 Le cas du Parc du Lubéron : un aménagement sylvo-pastoral

4.1.3.1 Les données du problème

Les menaces que font peser les incendies de forêt dans cette région du Sud de la France, ont attiré l'attention du Parc sur la nécessité de maintenir l'activité pastorale dans le Lubéron à des fins de protection.

Il s'avère en effet qu'un pâturage contrôlé est capable d'aider à la protection des espaces forestiers. Ainsi, une concertation entre les différents organismes (Office National des Forêts,

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(1) Développement alternatif et gestion des espaces naturels - Actes du Séminaire de Wissant/Octobre 1983 - Fédération des Parcs Naturels de France

Direction Départementale de l'Agriculture, Chambres d'Agriculture) a permis de concevoir la mise en places d'une ligne de défense pare-feu sur l'ensemble des crêtes du Lubéron. Il s'agit plus d'une opération de restauration que d'une véritable création puisque les deux versants du Lubéron, entièrement boisés, sont séparés par une pelouse, au sommet du type steppe, qui court sur près de 50 km de longueur.

4.1.3.2 La solution adoptée

Le PNR est engagé dans plusieurs actions complémentaires :
- la délimitation d'une zone à vocation sylvo-pastorale
- des travaux de débroussaillage
- la location des pâturages au Groupement Pastoral du Grand Lubéron pour ce secteur avec révision des contraintes réglementaires
- l'équipement de ce périmètre en citernes pour l'alimentation en eau des troupeaux.

Le coût financier pour le PNR s'élève à 1 300 000 F. Le financement a pu être assuré grâce à l'aide trouvée auprès du Conseil Général du Vaucluse, de la Région Provence-Alpes-Côte d'Azur et du Fonds d'Intervention pour la Rénovation Rurale (FIDAR).
Les éleveurs ont un rôle d'entretien à assurer.

Ce projet présente un double avantage : il permet une relance de l'activité ovine en même temps qu'une préservation de milieux biologiques de tout premier plan car ces pelouses sont des biocénoses particulièrement remarquables.

Concernant toujours le PNR du Lubéron, on peut citer une expérience semblable qui concilie un intérêt écologique et un intérêt économique : l'introduction de la "chèvre du rove", race disparue d'un patrimoine génétique d'une rare richesse. Une association d'éleveurs d'ovins transhumants s'est créée en 1979 et s'est tournée vers le PNR du Lubéron qui a décidé de soutenir son action en mettant sur pied un projet sylvo-pastoral associant la protection de la forêt à la sauvegarde génétique de la race. Le projet prévoit de passer d'un cheptel de 50 à 200 bêtes en cinq ans, période au bout de laquelle l'opération doit atteindre l'autonomie financière par la vente de chevreaux.

4.1.4 Le cas de vergers conservatoires

L'objectif des vergers conservatoires est de protéger une collection de variétés rares ou en voie de disparition. Une collectivité publique peut en être propriétaire et prendre une clause d'inaliénabilité (Ecomusée de la Grande Lande au PN des Landes de Gascogne).
Dans le cas d'une action conservatoire plus diffuse, associant des particuliers ou des organismes locaux, diverses formules de convention peuvent être élaborées :

QUELQUES MODÈLES DE CONVENTION (1)

TABLEAUX : R. STIEVENARD

CONVENTION ENTRE LE PARC NATUREL RÉGIONAL DES LANDES DE GASCOGNE ET L'ASSOCIATION SAINTE-THÉRÈSE DE ST-SEVER

Objet	Parties	Création et entretien	Récolte	Diffusion
Conservation et étude de comportement *Durée :* 10 ans renouvelables tacitement.	**P.N.R.**	• a l'initiative de la plantation (prévision du schéma et des distances de plantation) • fournit les produits (plants, matériel, produits phytosanitaires, désherbants) • est propriétaire des arbres	• prélève des échantillons	• effectue les études de type agronomique (maximum 15 visites par an)
	A.S.T.	• est propriétaire du fonds • fournit le travail (désherbage, amendements, traitements, taille)	• est propriétaire de la récolte	

CONVENTION ENTRE LE PARC NATUREL RÉGIONAL NORMANDIE-MAINE ET UN EXPLOITANT AGRICOLE

Objet	Parties	Création et entretien	Récolte	Diffusion
Conservation *Durée :* illimitée (tacite reconduction)	**P.N.R.**	• fournit porte-greffes et corsets protecteurs • prend en charge la façon des trous de plantation • remplace les arbres en mauvais état	• prélève des échantillons	• effectue les travaux de recherche
	Exploitant	• est propriétaire du fonds • doit préparer le sol • assure les différentes façons culturales • assure la plantation • effectue les traitements • prend en charge la fumure	• est propriétaire de la récolte	• accepte les visites dont le P.N.R. a l'initiative • donne les renseignements

(1) Acted du Séminaire de Porquerolles - Mars 1983
Fédération des Parcs Naturels de France

PROTOCOLE D'ÉTABLISSEMENT D'UN VERGER DE COMPORTEMENT DE VARIÉTÉS DE POIRIERS A POIRÉ ENTRE LE PARC NATUREL RÉGIONAL DE NORMANDIE-MAINE, LE COMITÉ DE FRUITS A CIDRE ET DES PRODUCTIONS CIDRICOLES, LE G.A.E.C. DU CHAMP DE LA VALLÉE

Objet	Parties	Création et entretien	Récolte	Diffusion
Expérimentation (verger de comportement) *Durée :* 9 ans + 3 ans	**P.N.R.**	• est propriétaire du fonds • fournit les matériaux pour la création de la clôture, du drainage, du brise-vent • fournit les engrais		• a l'initiative des visites sur le terrain
	C.F.C.	• fournit les plants • verse au G.A.E.C. une subvention de 1 500 F pour frais de plantation • verse pendant 9 ans une subvention de 900 F par an • offre une assistance technique pour le piquetage, la plantation, la formation des arbres	• prélève des échantillons	• a l'initiative des visites et des études
	G.A.E.C. **(2)**	• fournit le travail - préparation du sol - plantation - réalisation de la clôture - taille d'entretien - traitements - désherbage - fumure	• est propriétaire de la récolte	• accepte les visites collectives et répond aux demandes de renseignements

CONVENTION ENTRE L'ASSOCIATION «ESPACE NATUREL RÉGIONAL» (E.N.R.) ET LA COMMUNE DE VILLENEUVE D'ASCQ

Objet	Parties	Création et entretien	Récolte	Diffusion
Etude de comportement variétal Verger d'observation ne devant recevoir aucun traitement phytosanitaire *Durée :* 9 ans + 2 ans	**E.N.R.**	• conçoit techniquement le verger • vend à la commune de V.A. les arbres greffés (tarif pépinière) • offre des conseils techniques pour les travaux préparatoires à la plantation (gratuitement) • contribue techniquement aux travaux de plantation (gratuitement) • prend en charge des déplacements liés aux travaux de nature scientifique et aux visites qu'elle organise du verger	• prélève des échantillons	• effectue les travaux de recherche et d'évaluation • fournit à la commune de V.A. un compte rendu de ces travaux
	Villeneuve d'Ascq	• est propriétaire du fonds • sera propriétaire des arbres dès l'achèvement de la plantation • doit conserver la propriété du verger (et la jouissance) pendant 30 ans • réalise les travaux préparatoires à la plantation et les travaux de plantation • réalise les travaux de gestion courante d'un verger (tuteurage, tonte de l'herbe) • acquiert le matériel, les fournitures, les arbres • se garantit contre les risques de responsabilité civile	• est propriétaire de la récolte	

(2) Groupement Agricole d'Exploitation en Commun

P R O T O C O L E D ' A C C O R D

DU PARC NATUREL REGIONAL
DU MARAIS POITEVIN

Entre les communes de

- CURZON
- LAIROUX
- MONTPEUIL
- NALLIERS
- LE POIRE-SUR-VELLUIRE

A) LES COMMUNES DE : REPRESENTEES PAR LEUR MAIRE :

- CURZON HENRI BREAU
- LAIROUX RAOUL BRUNET
- MONTREUIL GUY FAVREAU
- NALLIERS ANDREE CHAIGNEAU
- LE POIRE-SUR-VELLUIRE GABRIEL BREAU

APRES EN AVOIR DELIBERE AVEC LEUR CONSEIL MUNICIPAL

D'UNE PART,

Considérant les problèmes d'orientation agricole que connaissent certaines zones de marais en grande partie couverts par la prairie naturelle humide ;

Considérant l'intérêt de la mission du Parc Naturel Régional telle qu'elle est définie dans l'article 21.2 - Dossier d'Application XIX - de la Charte Constitutive approuvée le 3 janvier 1979 ;

Considérant les conclusions des études réalisées par le Parc Naturel Régional avec leur participation en l'an 1978 et en l'an 1980 ;

Considérant les décisions prises en commun devant l'ensemble des partenaires concernés le 23 novembre 1979 à Fontenay-le-Comte, en présence de Me FORENS, député, Président du Parc Naturel Régional, de M. GILARD, Préfet de Vendée et de M. SERVAT, Directeur de la Protection de la Nature et, notamment, l'acceptation d'un statu quo de l'aménagement agricole sur les Communaux dans l'attente de propositions concrètes du Parc Naturel Régional ;

Considérant les observations présentées par la Chambre d'Agriculture de la Vendée à l'occasion de cette réunion ;

Considérant les conclusions des études réalisées par l'Office National de la Chasse sur certains Communaux visant à comparer, d'une part l'exploitation traditionnelle et une mise en valeur plus actuelle et d'autre part, à proposer des scénarios de développement d'un Communal par des voies plus "humides";

Considérant les études d'environnement qui confirment l'exceptionnel patrimoine botanique et avifaunistique que révèle ces espaces (Etude d'Environnement Parc Naturel Régional/E.P.R. Poitou-Charentes/E.P.R. Pays de la Loire 1982) ;

Considérant l'exposé des motifs, ci-avant, présenté ;

Désireuses de résoudre les problèmes évoqués, de la façon proposée par le Parc Naturel Régional, s'engagent à réaliser, avec l'appui des services de la Fondation créée à cet effet, lorsque celle-ci sera officiellement en place, les principes et mesures suivants :

I - Les Communaux concernés seront maintenus en pâturage collectif sur prairie naturelle inondable pendant une durée de quinze ans, renouvelable dans les mêmes conditions.

II - Les municipalités intéressées participeront activement à l'opération présentée ici. Aucune participation financière ne leur est demandée : il ne s'agit, pour elles, que de :

1) Mettre à disposition de la Fondation, quand cela est nécessaire et dans la mesure du possible, les services municipaux et les bonnes volontés déclarées de ces communes pour la bonne réussite de l'opération.

2) User le plus largement possible des services fournis par la Fondation.

3) Promouvoir l'opération, localement, c'est-à-dire en informant la population et les partenaires de son intérêt, de son déroulement et des résultats acquis (voir B 1 2 e).

III - L'utilisation des services fournis par la Fondation présentés au chapitre suivant, leur permettront de rationaliser le type d'exploitation ci-dessus défini et notamment de prendre dans ce but les mesure concrètes suivantes :

1) Etablir, chaque année une comptabilité analytique propre au Communal en détaillant, par rubriques, les recettes et les dépenses de tous ordres afin de dégager sans ambiguïté le solde annuel d'exploitation par hectare (voir B I 2 a).

2) Assurer l'approvisionnement normal des recettes :

a) en revalorisant les taxes de pâturage à un taux correct, évalué, année par année, en fonction du service rendu par le Communal, que les études I.N.R.A. permettront de préciser (voir B II - B III).

b) en recherchant les candidats au pâturage à l'extérieur de la commune, si le nombre de bêtes n'est pas suffisant, tout en pratiquant un taux préférentiel et une priorité pour les habitants de la commune (voir B 1 2 b).

3) Redonner confiance aux utilisateurs du Communal dans son exploitation et dans la qualité de son fourrage.

a) en instaurant un contrôle sanitaire très strict à l'entrée de celui-ci ainsi qu'un suivi sanitaire du troupeau, avec les services sanitaires compétents (D.S.V., G.D.M.A., etc...) - (voir B 1 2 c).

b) en établissant, en relation avec les services compétents (I.N.R.A., E.D.E., etc...) un suivi et une amélioration de l'exploitation du Communal au moyen d'un conseil auprès des utilisateurs visant, en particulier, à maintenir la qualité du fourrage et à établir la charge optimale du Communal (voir B II - B III).

c) en mettant en place un service de gardiennage efficace pour assurer la surveillance des troupeaux (voir B 1 2 d).

IV - Les municipalités chercheront également à définir, avec l'aide de la Fondation, le rôle complexe que jouent les Communaux, exploités ainsi, dans les caractéristiques et les diversités locales et régionales.

1) Sur le plan socio-économique : ils sont un moyen d'entretenir pratiquement sans investissement une grande diversité de systèmes de production : agriculture, pluri-activité, auto-consommation familiale, etc... (voir B V).

2) Sur le plan hydraulique : leur présence, en bonne place, dans les vastes zones d'épandage des crues qui résultent des grands travaux d'assèchement, constitue un élément fondamental de l'équilibre hydraulique général (voir B V).

3) Sur les plans cynégétique et halieutique : la richesse de leur flore et de leur faune en fait des zones d'exception pour la pratique de la chasse et de la pêche (voir B V).

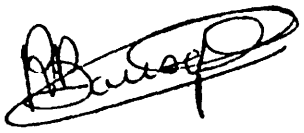
4) Sur le plan biologique : l'existence de ces prairies inondables est indispensable à une grande partie de l'avifaune migratrice aquatique d'intérêt international, que l'on observe en grand nombre en Baie de l'Aiguillon. Elles constituent, en effet, leurs zones d'alimentation en période d'hivernage et de migration (voir B II - B IV).

5) Sur le plan socio-culturel : les pratiques collectives dont ils sont l'objet ont engendré de grandes ressources en coutumes et traditions locales très particulières (voir B V).

6) Sur le plan paysager : ces immenses prairies d'un seul tenant au sein de marais bocagers à mailles très serrées et très diversifiées, bordées des "buttes" sont des éléments indissociables de la physionomie du marais poitevin

B) LE PARC NATUREL REGIONAL DU MARAIS POITEVIN - VAL DE SEVRE & VENDEE

REPRESENTE PAR SON PRESIDENT, MONSIEUR ROGER BOUSQUET



APRES EN AVOIR DELIBERE AVEC SON COMITE SYNDICAL

D'AUTRE PART,

EN VERTU DE la mission qui lui est confiée dans les termes de l'article 21.2, Dossier d'Application XIX de la Charte Constitutive approuvée le 3 Janvier 1979,

SELON les orientations présentées dans l'exposé des motifs ci-joint,

POUR AIDER les municipalités intéressées par cette opération à réaliser leurs engagements dans ce domaine,

LORSQUE l'ensemble des financements nécessaires auront été dégagés pour cela,

S'ENGAGE à créer une Fondation (voir annexe) afin de réaliser les principes suivants :

I - La Fondation aura charge de promouvoir et d'animer l'ensemble de l'opération aux côtés, et avec l'appui, des municipalités intéressées et d'en assurer directement le financement.

1) La cellule administrative et technique est mise à disposition de la Fondation par le Parc Naturel Régional du Marais Poitevin.

2) Afin d'aider les communes intéressées à réaliser leurs engagements, la Fondation leur fournira les services gratuits suivants : (liste non limitative):

a - Un service de comptabilité pour aider à la mise en place et au suivi de la comptabilité analytique de chaque communal (voir A III 1).

b - Un service publicité pour aider à la recherche de nouveaux candidats au pâturage hors de la commune quand cela est reconnu nécessaire (voir A III 2 b).

c - Un service sanitaire pour le contrôle et le suivi de l'état sanitaire les troupeaux collectifs (voir A III 3 a)

d - Un service de gardiennage pour la surveillance des troupeaux (voir A III 3 c)

e - Un service de relations publiques et d'informations à destination des partenaires de l'opération et du grand public (voir A II 3).

3) Un capital de 1.000 F par hectare de communal en pâturage collectif sera affecté, dans la dotation initiale de la Fondation, pour chacune des municipalités intéressées, au financement de ces services.

Cette dotation initiale pourra être augmentée par la suite dans les conditions prévues à l'article V.

II - La Fondation aura charge, avec l'appui des communes intéressées, de mettre en place et d'animer une recherche agronomique visant à déterminer les caractéristiques fourragères et pastorales des espèces végétales des Communaux et en particulier leurs potentialités agronomiques et les stades optima d'utilisation agricole.

1) Ce service sera intégralement financé par la Fondation, pour l'ensemble des Communaux intéressés, au minimum, pendant les trois premières années, reconductibles, à hauteur d'un montant de 450.000 F, indépendamment de la dotation des 1.000 F par hectare (voir B 1 3).

2) La recherche sera effectuée par le Laboratoire d'Ecologie Végétale de la Faculté des Sciences de RENNES, Professeur J. TOUFFET.

3) Les conclusions de cette recherche aideront à évaluer correctement la taxe de pâturage (voir A III 2 a) et à mieux exploiter et maintenir la qualité agricole des Communaux (voir A III 3 b) ainsi qu'à évaluer l'impact de cette exploitation sur le patrimoine biologique (voir A IV 4).

III - La Fondation aura charge, avec l'appui des communes intéressées, de mettre en place et d'animer une recherche appliquée et un service de développement agricole auprès des utilisateurs des communaux pour les conseiller dans les manières les plus judicieuses d'en exploiter les potentialités.

1) Ce service sera intégralement financé par la Fondation, pour l'ensemble des Communaux intéressés, au minimum, pendant les trois premières années, reconductibles, à hauteur d'un montant de 450.000 F, indépendamment de la dotation de 1.000 F par hectare (voir B I 3).

2) La recherche sera effectuée et le développement exercé par le Laboratoire de l'I.N.R.A. de SAINT-LAURENT-DE-LA-PREE (Directeur L. DAMOUR) et suivis par l'I.D.E. de Vendée.

3) Ce service aidera aussi à évaluer correctement la taxe de pâturage (voir A III 2 a) et à mieux exploiter et maintenir la qualité agricole des Communaux (voir III 3 b) mais également à améliorer les rentabilités agronomique et économique de l'exploitation des Communaux par leurs utilisateurs (voir A IV 1).

IV - La Fondation aura charge, avec l'appui des communes intéressées, de mettre en place et d'animer une recherche biologique sur une meilleure évaluation du patrimoine que représente, à cet égard, les Communaux du Sud-Vendée.

1) Ce service sera intégralement financé par la Fondation, pour l'ensemble des Communaux intéressés, au minimum, pendant les deux premières années, reconductibles, à hauteur d'un montant de 300.000 F, indépendamment de la dotation des 1.000 F par hectare (voir B I 3).

2) Cette étude scientifique sera réalisée par les soins de la Ligue pour la Protection des Oiseaux.

3) Les conclusions de cette étude aideront également à évaluer l'impact du pastoralisme en prairies naturelles inondables sur le patrimoine biologique (voir A IV 4).

V - La Fondation aura charge, avec l'appui des communes intéressées, de prospecter toutes voies nouvelles pour atteindre les objectifs de cette opération et de rechercher pour cela tous noueaux partenaires susceptibles de lui apporter un soutien dans ce domaine et notamment, auprès des compagnies et entreprises privées, des soutiens financiers au titre des dons aux oeuvres déclarées d'utilité publique.

CLAUSE D'ANNULATION

S'il se déclare une impossibilité manifeste de maintenir un communal en pâturage jusqu'au terme de l'opération (15 ans), malgré les efforts de la Fondation et de la municipalité concernée, sur demande de celle-ci, après reconnaissance de cette impossibilité par la Fondation, le Conseil d'Administration de celle-ci pourra dégager la municipalité en question de ses engagements.

Fait à LA RONDE
le 29 Mai 1984

PLAN DE FINANCEMENT PREVISIONNEL

OPERATIONS	CREDITS OBTENUS	CREDITS DEMANDES ET TRES PROBABLES	CREDITS DEMANDES
I. CONTRATS D'AMENAGEMENT Coût total : 3.000.000 F. Durée : 15 ans Maîtres d'Oeuvre : PARC NATUREL REGIONAL et COMMUNES	C.E.E. 1982 : 1.400.000 F.	F.I.Q.V. 1985 : 600.000 F. O.N.C. 1985 : 500.000 F. D.P.N. + P.N.R: 300.000 F. Problèmes d'accord du contrôle financier sur le montage du dossier.	COMPLEMENTS A LA DOTATION - Chasseurs 1985 : 1.500.000 F. - E.P.R. Pays de la Loire (?) : - Département de la Vendée (?) : - Fonds Privés (?)
II. RECHERCHES SUR LES COMMUNAUX 1 Recherche biologique Coût total : 300.000 F. Durée : 2 ans Maître d'Oeuvre : L.P.O.	C.E.E. 1982 : 145.000 F. D.P.N. 1984 : 155.000 F.		
2 Qualité fourragère - Prairies humides et périodes d'utilisation Coût total : 450.000 F. Durée : 3 ans Maîtres d'Oeuvre : Fac. de Rennes (Pr. TOUFFET) INRA St-Laurent-de-la-Prée	C.E.E. 1985 : 225.000 F. S.R.E.T.I.E. 1985 : 75.000 F		D.M.D.R. 1985 : 75.000 F. (?) AGRICULTURE 1985 : 75.000 F. (?)
3 Analyse - Conseil - Expérimentation et Développement alternatif Prairies humides Coût total : 450.000 F. Durée : 3 ans Maîtres d'Oeuvre : INRA St-Laurent-de-la-Prée (+ E.D.E. Vendée, Hydro M, C.E.S.T.A)	C.E.E. 1985 : 225.000 F.	S.R.E.T.I.E. 1985: 75.000 F	D.M.D.R. 1985 : 75.000 F. (?) AGRICULTURE 1985 : 75.000 F. (?)
III. ACQUISITION DE LA FERME DE RICHEBONNE Coût total : 800 000 F			CONSERVATOIRE DU LITTORAL 1983 800 000 F

5. LE CONSERVATOIRE DE L'ESPACE LITTORAL (C.E.L.) - QUELQUES CAS DE CONVENTIONS DE GESTION

5.1 Généralités

Le Conservatoire est un Etablissement Public de l'Etat, à caractère administratif qui possède "en propre" 26 222 ha en 1985.
Sur 186 domaines appartenant au Conservatoire au 1er janvier 1985 :

- 28 sont à dominante de dunes
- 20 sont à dominante de zones humides
- 33 sont à dominante de boisement
- 105 sont à dominante, selon la région, de landes, maquis, garrigues, friches ou terres cultivées.

Par ailleurs, **13 domaines** comportent des terres cultivées.

Le Conservatoire, pour les **terres agricoles**, suit de très près le **statut légal du fermage**, ce qui juridiquement pose un problème. En effet, la loi établissant le statut du Conservatoire ne mentionne pas le statut du domaine propre qui est, soit au **régime public**, soit au **régime privé** de l'Etat. Ainsi, pour l'instant, tout se passe comme si les domaines propres du Conservatoire appartenaient en régime privé de l'Etat : ces domaines sont donc repris par des **systèmes de baux de fermage**, alors que le Code rural spécifie que les terrains appartenant au domaine public échappent au statut du fermage.

5.2 Le Conservatoire et la gestion des terrains acquis

La gestion des terrains est confiée, selon les cas, à une collectivité locale, à un syndicat mixte commume/département, à une association, à une Fondation ou à l'Office Nationale des Forêts. Cependant, l'ensemble de la gestion demeure sous le contrôle du Conservatoire qui "signe" les baux, les recettes étant versées directement par le locataire aux gestionnaires. Ainsi, le Conservatoire ne se déssaisit jamais de ses prérogatives de propriétaire.
En fait, le Conservatoire ne fixe pas lui -même le loyer du bail. Ce sont les SAFER (Société d'Aménagement Foncier et d'Etablissement Rural), les experts fonciers ou les notaires qui les proposent. Comme les terrains sont généralement situés sur des espaces "marginaux" (zones humides, dunes), les loyers sont peu élevés ce qui constitue une incitation financière indirecte pour que le fermier se plie à des méthodes de culture qui lui sont dictées ou stipulées dans les baux "conventionnels".

5.3 Les conventions de gestion (1)

Le Conservatoire a pour politique le maintien d'une agriculture littorale. A cette fin, outre le régime de fermage précédemment décrit, le CEL est amené à prêter -mais cela est très rare- un certain nombre de terrains à des agriculteurs contre des services rendus : par exemple, pâturage gratuit contre débroussaillage du terrain. En Camargue, autre exemple, le CEL prête des terrains à la seule condition que le preneur y introduise un type donné de cheptel.

Avant que de confier la gestion à une municipalité ou tout autre organisme public ou privé, le CEL demande à un expert scientifique d'établir un bilan écologique d'une part, et de tirer les grands principes de gestion, d'autre part. Ceci correspond au souci de tenter de conserver les us et coutumes locaux, pour autant qu'ils soient "environnementalement sains". Contrairement donc aux réserves naturelles ou aux sites classés, il y a réelle

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(1) Cf exemples détaillés page 105.

ment un désir de mise en valeur et non simplement un gel de l'espace naturel en guise de protection (1). Les terrains proposés par le CEL aux agriculteurs le sont par l'intermédiaire des mairies. Ces terrains trouvent facilement preneurs en raison notamment des **compensations** de nature fiscale et des loyers modérés. En effet, le CEL paye les taxes foncières à la place du fermier.
Par ailleurs, les bénéfices des produits des terrains, perçus par le gestionnaire, sont totalement réinvestis dans la gestion. Ce sont donc des bénéfices affectés, ce qui signifie qu'une municipalité ne peut pas investir ces bénéfices dans la réfection des trottoirs par exemple.
De fait, les gestionnaires ne sont pas bénéficiaires, d'après le CEL, la gestion coûte plus qu'elle ne rapporte.

5.4 Les aspects financiers
Une solution aux problèmes financiers a été apportée grâce à la possibilité d'affecter le produit de la taxe départementale d'espaces verts à la gestion des terrains.
En 1976, la loi du 31 décembre sur l'urbanisme a introduit une nouvelle disposition au code (art. L141-2) qui précise que :
"le produit de la **taxe départementale d'espaces verts** peut également être affecté sous forme de participation à l'acquisition des terrains par le Conservatoire de l'Espace Littoral et des Rivages Lacustres, ainsi qu'à l'entretien des terrains acquis par les communes dans l'exercice de leur droit de substitution".

Cet article est interprété par la circulaire n°78-64 du 15 mars 1978, du Ministère de l'Equipement, comme s'étendant :
"à l'entretien des terrains acquis par le Conservatoire, que ce dernier les ait acquis à l'aide de la taxe ou non, dans l'exercice de son droit de substitution au département ou autrement, et quelle que soit la date à laquelle il les a acquis, c'est-à-dire même si cette acquisition est antérieure à la délimitation du périmètre sensible sur le territoire concerné".

Ces dernières dispositions sont confortées par le Directive d'Aménagement du Littoral (décret du 25 août 1979) dont l'article 3-3 prévoit la mise en place d'un "programme de financements coordonnés en vue d'acquisitions foncières et de la gestion d'espaces naturels".
De nombreux départements ont déjà pris des décisions dans ce sens, le plus souvent sous forme d'une **participation financière attribuée aux communes gestionnaires**, reconductible chaque année (2).

Dans le **Var**, l'assemblée départementale a voté, dès 1978, le principe de la participation du département à la gestion des terrains acquis par le Conservatoire. Il s'agit d'une subvention accordée aux communes, annuellement, au vu des dossiers examinés par la commission départementale. Le département n'est pas partir prenante à la convention de gestion qui est établie entre le Conservatoire et les communes intéressées.

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(1) Entretien avec l'auteur
(2) Mémento pour la gestion des sites naturels - CEL
Octobre 1983

Dans le département de **Loire-Atlantique**, le principe du concours du département est également admis. Il se concrétise différemment : la convention est tri-partie entre le département, la commune concernée et le Conservatoire. Dans cette convention, le département s'engage à apporter son concours financier qui reste voté annuellement par l'Assemblée, au vu du budget prévisionnel. Toutefois, la convention prévoit que les charges financières afférentes au gardiennage sont couvertes par le département.

La **Manche,** les **Bouches-du-Rhône**, et les **deux départements corses** se sont de même engagés dans la création d'organismes de gestion (syndicats mixtes) dont ils assurent totalement, ou partiellement, le financement. La réticence des départements à un engagement plus important dans la gestion des terrains, résulte de la méconnaissance réelle des coûts et de leur évolution, qu'une telle gestion peut représenter, et du fait que ces coûts (surveillance, entretien, ...) sont souvent occasionnés par une population qui n'est pas locale, dès lors, ces collectivités en appellent à une solidarité régionale ou nationale.

Les autres sources de financement sont constituées par le produit de l'exploitation des terrains : baux ruraux, vente de bois ou d'herbe, etc.
Les possibilités de financement par la région sont également à envisager.

5.5 Conclusion
Dix ans après sa création, le Conservatoire a protégé 26 000 ha environ, correspondant à un linéaire côtier de 328 km sur les 5 500 km que compte le territoire métropolitain. Ces terrains ont été mis en gestion et leur ouverture au public est réalisé sous la réserve que la protection des espèces rares y soit assurée.

Les conventions de gestion qui s'appliquent aux terres agricoles ont fait la preuve de leur efficacité même si le CEL ne bénéficie d'aucun moyen de contrôle. Les agriculteurs "preneurs" semblent en effet motivés : la majorité d'entre eux étaient les fermiers ou les métayers de l'ex-propriétaire ou même l'ex-propriétaire lui-même qui, une fois sa terre vendue, continue à la travailler : manifestation d'un réel attachement aux terrains concernés.

Comme dans les autres cas de convention de gestion, et notamment ceux existant dans les PNR, il n'est -pour l'instant- pas question de compensation ou d'indemnisation directe mais bien plutôt à travers des aides indirectes concernant les loyers des baux et la fiscalité foncière, de motivation et d'incitation. Le Conservatoire est très attaché à la notion d'ouverture des terrains, à la nécessité de souplesse dans le statut de chaque convention qui soit s'adapter à chaque cas.
Enfin, il semble que le statut juridique des organismes gestionnaires compte moins que la qualité et la motivation des hommes en charge de ces problèmes de sauvegarde et de mise en valeur des milieux.

UN EXEMPLE DE BAIL A METAYAGE SIGNE PAR LE C.E.L.

(VOIR ARTICLE 6)

Conservatoire
de l'Espace littoral
et des Rivages lacustres

RÉPUBLIQUE FRANÇAISE

Paris, le

LE DIRECTEUR

BAIL A METAYAGE

Entre les soussignés

- Monsieur Pierre RAYNAUD, Directeur du Conservatoire de l'Espace Littoral et des Rivages Lacustres, nommé par décret ministériel du 20 Janvier 197 ci-après nommé le **BAILLEUR**,

d'une part,

et

- Monsieur José Marie , agriculteur, demeurant rue des - 11560 , ci-après nommé le **PRENEUR**,

d'autre part.

Il a été convenu ce qui suit :

Le Conservatoire de l'Espace Littoral et des Rivages Lacustres donne à bail à métayage pour une durée de neuf années entières et consécutives et renouvelable à compter du 1 AVRIL 1983 à Monsieur José Marie qui accepte, la propriété viticole de l'OUSTALET sise sur la Commune de comprenant :

Section	E	n° 189 à 195 - 198- 199 - 600 - 601	: contenance	1 ha 35 a
"	E	n° 202 - 204 - 205 - 206 - 590 - 591	: "	1 ha 06 a
"	E	n° 213 - 215	: "	2 ha 90 a
"	AJ	n° 13	: "	3 ha 03 a
"	AJ	n° 3 - 5 - 6	: "	3 ha 46 a
"	AJ	n° 9	: "	92 a
"	AJ	n° 23	: "	97 a
"	AJ	n° 30	: "	1 ha 80 a
"	C	n° 813 - 815	: "	5 ha 36 a

d'une contenance totale de 20 ha 85 a, telle que ladite propriété existe, ainsi que les bâtiments d'exploitation correspondants.

H.J-1

.../...

78 avenue Marceau 75 008 PARIS Tél. 720 11 20

RESILIATION ET REPRISE EN COURS DE BAIL.

Le preneur peut, tous les trois ans, résilier le bail, à condition de donner préavis dans les délais légaux avant l'expiration de chaque période triennale, par lettre recommandée avec accusé de réception.

Tout bail à métayage peut être converti en bail à ferme à l'expiration du bail ou de chaque période triennale à la demande de l'une ou l'autre des parties, dans les conditions fixées par l'article 862 du Code Rural.

ETAT DES LIEUX - INVENTAIRE.

Un état des lieux descriptif et détaillé de tous les bâtiments, terres et divers composant la ferme sera établi contradictoirement dans les trois mois suivant la signature du présent bail.

* *
*

Le présent bail est consenti aux charges, clauses et conditions suivantes :

ARTICLE 1. HABITATION .

Le Bailleur ne disposera pas d'un logement pour lui-même et sa famille dans les bâtiments de la propriété.

Le preneur aura la responsabilité de l'entretien locatif des bâtiments donnés à bail.

ARTICLE 2. DIRECTION DE L'EXPLOITATION.

Les initiatives de culture et d'exploitation sont prises d'un commun accord par les parties qui établiront au début de l'année culturale un plan d'exploitation et décideront des améliorations à apporter à la conduite générale du domaine. Le preneur aura la direction de l'exécution du plan ainsi établi. Dans le cas où le bailleur ne participerait pas à la gestion de l'exploitation, la direction générale en appartiendra au preneur.

ARTICLE 3. EXPLOITATION GENERALE.

Le preneur jouira de la métairie louée en bon père de famille et en cultivateur soigneux et actif, selon les méthodes de culture rationnelles et avec les moyens de production proportionnés aux besoins de l'exploitation.

Il sera tenu de cultiver, labourer, semer, fertiliser en temps et saison convenables, afin de rendre l'exploitation à la fin du bail en bon état de culture, d'engrais et de richesse.

Il devra détruire les mauvaises herbes, ronces, épines et autres plantes nuisibles, qui pourraient croître sur l'exploitation, lutter et traiter contre tous les insectes et maladies qui pourraient atteindre les cultures et fonds de la métairie.

.../...

ARTICLE 4. EXPLOITATION DES PLANTATIONS.

Le preneur entretiendra et taillera les plantations rationnellement établies existant sur l'exploitation.

Taille.

Le système de taille sera défini pour chaque parcelle au moment de l'état des lieux, en accord avec le bailleur, et ne pourra pas être changé sans son consentement écrit.

Traitements.

Le preneur devra traiter autant de fois que cela sera nécessaire de manière à éviter toutes maladies et invasions de parasites. Le désherbage chimique des vignes pourra être pratiqué après accord écrit entre les parties.

Remplacements des manquants.

L'achat des greffés-soudés ou racinés et la valeur du greffage, la façon des trous, et la fourniture des tuteurs, resteront à la charge du preneur dans la limite de 5 % par an sur l'ensemble des vignes louées.

Renouvellement du vignoble loué.

Au début du bail ou à l'occasion de chaque renouvellement du bail, il sera fait entre les parties un état des parcelles à arracher, ainsi que des plantations nouvelles à effectuer en remplacement des précédentes, et ceci pour la durée du bail. Sauf cas de force majeure, ni le bailleur ni le preneur ne pourront s'opposer ensuite à l'exécution de ce calendrier de renouvellement du vignoble, qui devra également préciser les procédés techniques et la densité des replantations.

Les frais d'arrachage seront à la charge de celui qui disposera des souches arrachées. La totalité des frais de défoncement, désinfection, préparation du sol à la plantation, fumure de fond, ainsi que la fourniture des plants, greffons, tuteurs, espaliers et fils de fer, seront à la charge du bailleur.

Le preneur effectuera les plantations et leur donnera tous les soins pour les amener en production. En contre partie de sa participation au renouvellement du vignoble , le preneur recevra sur le travail de mise en culture :

- au cas de greffage sur racinés, l'équivalent de 211 heures ou 30 journées de travail à l'ha,
- au cas d'implantation en greffés-soudés, l'équivalent de 319 heures ou 45 journées de travail de l'ha.

Le partage des fruits selon le bail reprend son exercice à la première récolte (deuxième feuille), les raisins de la première feuille étant supprimés

.../...

Plantations de terres non implantées à l'entrée dans le bail.

Lorsque le bailleur, disposant de terres non plantées et d'un crédit de droits de plantations, voudra effectuer de nouvelles plantations ne venant pas en renouvellement de vignes arrachées ou à arracher, et ce faisant, augmentera la surface totale du vignole loué, la totalité des dépenses de plantation, y compris la valeur de la main-d'oeuvre pendant les deux premières années à partir du greffage, restera à sa charge, déduction faite de la récolte éventuelle.

Toutefois, si le bailleur ne dispose pas des fonds nécessaires pour payer les frais de plantations nouvelles, le preneur pourra les prendre à sa charge et le bailleur le remboursera en neuf annuités, avec faculté de se libérer par anticipation.

Reconstitution de la vigne détruite par sinistre.

En cas de sinistre provoqué par gelée, grêle ou tout autre cas fortuit, si les vignes accusent à la deuxième année suivant ce sinistre une mortalité de souches de plus de 50 %, la vigne pourra être arrachée après expertise, replantée par les soins du bailleur, ou, à défaut, par ceux du preneur. Dans ce dernier cas, le bailleur remboursera les frais engagés pour la plantation en six annuités avec faculté de se libérer par anticipation.

Le montant des dégrèvements de taxes foncières obtenus par le propriétaire à la suite de calamités agricoles sera partagé entre les parties selon la même proportion que la récolte.

ARTICLE 5. DRAINS, CLOTURES, HAIES, FOSSES, RIGOLES, CHEMINS.

Le preneur sera tenu de veiller au bon fonctionnement du drainage du vignoble Les frais de création de drains avant plantation seront en totalité à la charge du bailleur, y compris les frais de main-d'oeuvre.

En cas de renouvellement de drains, dans une vigne existante, le bailleur supportera les frais éventuels de fourniture de drains, le preneur effectuera tous les travaux de main-d'oeuvre nécessaires à la mise en place.

Le preneur entretiendra en bon état toutes les clôtures. Il taillera les haies vives en temps et saisons convenables.

Il rafraîchira les fossés et les rigoles nécessaires à l'assainissement et à l'irrigation des lieux loués et il entretiendra en bon état les vannes, et ce conformément aux usages locaux. Il sera également tenu d'entretenir en bon état de viabilité les chemins d'exploitation des vignes.

ARTICLE 6. BOIS, TAILLIS, FUTAIES.

Les arbres de l'exploitation appartiendront au bailleur. Toutefois, si ceux-ci sont une gêne pour l'exploitation ou pour remembrer les parcelles, le preneur pourra les couper ou les arracher, sous réserve de l'autorisation écrite du bailleur, le bois restant au propriétaire. Les arbres à proximité des bâtiments représentant une valeur dans le cadre de l'environnement seront conservés ou remplacés.

Les bois de taillis et futaies existant sur la propriété restent en dehors du présent contrat.

.../...

ARTICLE 7. CHARGES.

- Les impôts fonciers sont à la charge exclusive du bailleur. Toutefois, le preneur remboursera au bailleur, sur simple requête de ce dernier :

  1. au titre de sa participation aux dépenses de voirie, le cinquième du montant global de la taxe foncière (y compris la taxe régionale) sur les propriétés bâties et non bâties données à bail,
  2. la cotisation au budget annexe des prestations sociales agricoles pour la part afférente aux biens loués, et ce au prorata de la participation du preneur aux produits de l'exploitation,
  3. la moitié des décimes additionnels perçus au profit des Chambres d'Agriculture, pour la part afférente aux biens loués.

- Le paiement des assurances contre l'incendie des bâtiments loués est à la charge exclusive du propriétaire. Toutefois, le preneur devra justifier auprès du bailleur qu'il est titulaire d'une assurance couvrant le risque locatif.

- Les assurances de responsabilité seront à la charge de celui dont elles couvrent la responsabilité.

- Les assurances grêle et mortalité du bétail souscrites en commun seront partagées selon la répartition des produits.

- Les cotisations d'allocations familiales seront partagées par moitié entre les parties.

- Les cotisations A.M.E.X.A., assurance-vieillesse, et assurance accidents du travail seront réglées par les parties selon les dispositions légales et règlementaires en vigueur.

- Les grosses réparations seront à la charge exclusive du bailleur. Seules les réparations locatives ou d'entretien, si celles-ci ne sont occasionnées ni par la vétusté, ni par le vice de construction, ni par la force majeure, sont à la charge du preneur. Sont comprises dans les réparations locatives les menues réparations de toiture, à l'entretien desquelles le preneur devra soigneusement veiller.

- Les impôts sur les bénéfices agricoles seront normalement payés de manière indépendante par les parties, chacune pour son dû.

Main-d'oeuvre salariée.

Le preneur sera considéré comme l'employeur légal et le patron de toute la main-d'oeuvre travaillant même occasionnellement sur le domaine. La totalité des salaires, charges sociales, assurances accident du travail et responsabilité, afférentes à cette main-d'oeuvre sera à la charge du preneur. En aucun cas, le bailleur ne pourra être déclaré responsable de la carence du preneur en la matière.

ARTICLE 8 - PARTAGE DES PRODUITS ET DES FRAIS D'EXPLOITATION.

L'ensemble des produits de l'exploitation sera partagé à raison de un quart pour le propriétaire et de trois quarts pour le métayer.

.../...

Il est précise que, d'un commun accord entre les parties, la fraction des produits revenant au preneur est fixée en compensation de sa prise en charge de la totalité des frais d'exploitation et des investissements annuels, et que la différence entre le tiercement et ce mode de fractionnement au quart correspond pour le bailleur à sa participation aux investissements en matériel indispensable à l'exploitation, ainsi qu'aux frais annuels d'exploitation.

Les déclarations de récolte de vins seront souscrites conformément à l'article 17 du Code du Vin, par deux déclarations conjointes mentionnant la part des fruits du bailleur et du preneur nommément désignés.

Le règlement définitif des comptes aura lieu une fois par an, en fin d'année culturale. Afin de tenir compte des investissements réalisés ou à réaliser, le remboursement forfaitaire de la T.V.A. revient, selon le partage des fruits, à chacune des deux parties.

ARTICLE 8 BIS. VINIFICATION, CONSERVATION ET VENTE DES VINS LOGES, CAS DES APPORTS ET ATTRIBUTIONS EN COOPERATIVE.

Les vins récoltés seront logés dans la vaisselle vinaire et les bâtiments d'exploitation donnés à bail.

Le preneur devra donner à ces vins tous les soins nécessaires pour avoir une bonne vinification et une bonne conservation. Ces vins seront vinifiés et vendus en commun, s'il y a accord entre les parties. A défaut d'accord, le partage se fera en nature à la décuvaison, et le preneur sera tenu de donner à la part revenant au bailleur tous les soins nécessaires au cours de l'année suivant les vendanges, mais sans que cela ne puisse excéder la période de quinze jours suivant le ban des vendanges de l'année suivante. Ce délai peut être prorogé au cas où la conservation plus longue résultera d'obligations légales ou contractuelles conformes aux règlements en vigueur.

ARTICLE 9. DROIT DE CHASSER.

Les droits du bailleur et du preneur sont exercés dans les conditions fixées par le décret du 16 janvier 1947, qui précise notamment que le preneur a le droit de chasser, que ce droit est exclusivement personnel et incessible et qu'il ne prive pas le preneur de la faculté de demander au bailleur ou au détenteur du droit de chasse réparation des dommages causés par le gibier.

ARTICLE 10. RENOUVELLEMENT DU BAIL.

Le renouvellement du bail présent s'opèrera conformément à la loi, et en particulier aux articles 837, 838 et 843 du Code Rural.

ARTICLE 11. FIN DE BAIL.

A la fin du bail, en cas de non-renouvellement, un nouvel état des lieux sera établi entre les parties et comparé à l'état d'entrée dans les lieux.

L'indemnité pour amélioration de fond, éventuellement due au preneur sortant, sera calculée et réglée ainsi qu'il est dit aux articles 847, 847.1, 848, 849 et 850 du Code Rural, en particulier en ce qui concerne les renouvellements des plantations ou les plantations nouvelles.

.../...

ARTICLE 12. CAS IMPREVUS ET CAS FORTUITS.

Pour tout ce qui n'est pas prévu au contrat on s'en rapportera aux lois et usages locaux non contraires aux dispositions légales.

Les cas fortuits ordinaires seront supportés entre les parties selon la proportion du partage des fruits, sous réserve de l'application de l'article 826 du Code Rural.

ARTICLE 13. DROITS D'ENREGISTREMENT.

Pour la perception des droits d'enregistrement seulement, les parties déclarent que le métayage ci-dessus stipulé représente en argent une valeur nette de ..39.792,00 francs par an. Elles requièrent le fractionnement de ces droits par périodes triennales.

Les droits d'enregistrement seront en totalité à la charge du preneur qui s'y oblige.

ARTICLE 14. FRAIS ET ETAT DES LIEUX.

Les frais et honoraires occasionnés par le présent bail et les états des lieux, seront supportés par moitié entre les parties.

L'état des lieux constitue une annexe obligatoire du présent bail.

ARTICLE 15. DECLARATION SUR LES CUMULS.

Pour se conformer aux prescriptions de l'article 188.6 du Code Rural, le preneur déclare qu'en dehors du bien faisant l'objet du présent bail, il exploite :

2a HA 85.A
...de..... HA (par nature de culture, en propriété fermage
.vignes.. ou métayage)

Le présent bail ne constitue pas un cumul sousmis à autorisation préalable (1)

~~Le présent bail constitue un cumul règlementé pour lequel l'autorisation préalable a été accordée par arrêté préfectoral du~~ ..... (1).

Le preneur s'engage à aviser le bailleur de tous les changements intervenant au cours du présent bail dans sa situation d'exploitant.

Fait à le

Le propriétaire bailleur,
Le Conservatoire du littoral, (2)

22 DEC. 1983

P. RAYNAUD.

Le preneur, (2)

José Marie

(1) Rayer la mention inutile, selon les cas.
(2) Après avoir apposé leurs initiales au bas de chaque page, les parties doivent faire précéder leurs signatures finales de la mention manuscrite "lu et approuvé".

AVENANT DE BAIL RURAL

Conservatoire
de l'Espace littoral
et des Rivages lacustres

RÉPUBLIQUE FRANÇAISE

Paris, le

LE DIRECTEUR

AVENANT AU BAIL RURAL

ENTRE LES SOUSSIGNES

Monsieur BECQUET,
représentant le Conservatoire de l'Espace littoral et des Rivages lacustres,
Etablissement public de l'Etat, 78, avenue Marceau à Paris 8ème, propriétaire,

d'une part,

ET

Monsieur Emile , né le 8 Décembre 1929 à ST-COULOMB et Madame Joséphine , son épouse, cultivateurs, demeurant ensemble à à SAINT-COULOMB, preneurs conjoints et solidaires qui acceptent,

d'autre part,

CONDITIONS PARTICULIERES

"Par dérogation aux dispositions de l'article L 415-3 du Code rural, les taxes foncières restent à la charge du Conservatoire de l'Espace littoral et des Rivages lacustres".

Fait en trois exemplaires
le

13 NOV

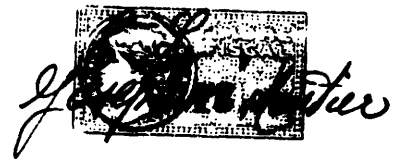
LE DIRECTEUR,

Le Contrôleur Financier

LE PRENEUR,

Emile

B A I L



ENTRE LES SOUSSIGNES

Monsieur
représentant le Conservatoire de l'Espace Littoral et des rivages lacustres, établissement public de l'Etat, 78, avenue Marceau à PARIS 8ème, élisant domicile , propriétaire,

d'une part

et

Monsieur Emile , né le 8 décembre 1929 à ST-COULOMB et Madame Joséphine , son épouse, cultivateurs, demeurant ensemble à en la commune de ST-COULOMB, preneurs conjoints et solidaires qui acceptent,

d'autre part

IL A ETE CONVENU ET ARRETE CE QUI SUIT

Le Conservatoire de l'espace littoral et des rivages lacustres donne à bail à ferme aux époux , une exploitation agricole comprenant diverses parcelles de terre sises en la commune de ST-COULOMB, d'une contenance totale d'environ neuf hectares seize ares vingt neuf centiares (9 ha 16 a 29) tels que les dits biens existent, se comportent, sont bien connus des preneurs qui n'en demandent pas une plus ample désignation et figurent au cadastre de ladite commune sous les n° 287, 288, 439, 291, 292, 293, 294, 368, 298, 310, 308, 448, 446, 316 de la section V.

La propriété ci-dessus désignée est donnée en location sans exception ni réserve et sans garantie ni recours en raison de la contenance indiquée même en cas de déficit de plus d'un vingtième.

Forme de l'acte

Les parties à la présente convention, informées, ont en toute connaissance de cause, choisi de rédiger leur bail à ferme en la forme "sous seing privé".

DUREE

Le présent bail est consenti et accepté pour une durée de neuf années entières et consécutives qui ont commencé à courir le vingt neuf septembre mil neuf cent quatre vingt trois (29 septembre 1983) pour finir à pareille époque de l'année mil neuf cent quatre vingt douze (1992).

AUTORISATION D'EXPLOITER

Les preneurs déclarent ici en application des dispositions de l'article 188-6 du Code Rural qu'ils exploitent à titre de propriétaires et locataires un bien sis à "Moulin de Mer" pour une contenance totale d'environ un hectare cinquante cinq ares (1 ha 55 a) en propriété et douze hectares (12 ha) en location.

Ils s'engagent à informer par lettre recommandée avec accusé de réception, les bailleurs de toute modification qui interviendrait, en cours de bail, à la situation définie par la déclaration ci-dessus.

.../...

CHARGES ET CONDITIONS

Le présent bail est fait aux clauses et conditions fixées par l'arrêté préfectoral du 1er août 1978 pris pour l'application de la loi du 15 Juillet 1975 portant nouveau statut du fermage.

Pour tout ce qui n'est pas expressément prévu au présent bail, les parties déclarant en avoir pris connaissance en réfèreront au bail type départemental annexé à l'arrêté susvisé, et subsidiairement aux usages locaux d'Ille et Vilaine.

CONDITIONS PARTICULIERES

Compte tenu de la politique foncière menée par le Conservatoire sur la sauvegarde de l'Espace littoral, et le respect des sites naturels et de l'équilibre écologique, les restrictions suivantes seront apportées aux conditions normales du bail rural :

1. *L'exploitant ne sera autorisé à modifier l'état des lieux et à supprimer des arbres, talus, haies ou rigoles, qu'après accord exprès et écrit du Conservatoire.*
2. *Le preneur aura le droit de chasser sur les biens loués dans les conditions fixées à l'article 858 du code rural. Le Conservatoire se réserve la possibilité de constituer sa propriété en réserve de chasse homologuée ou non et en avisant son locataire trois mois avant la prise d'effet, celle-ci ne pouvant intervenir en cours de saison de chasse. De même, le Conservatoire ou son mandataire se réserve la possibilité de règlementer la chasse si la protection du site, la sauvegarde de l'équilibre écologique ou l'ouverture au public le nécessitent.*
3. *Le Conservatoire, sans grever de servitudes rédhibitoires l'exploitation agricole, se réserve la possibilité et en fonction des projets d'aménagement qu'il peut avoir de reprendre une partie des terrains avec réduction proportionnelle du montant du bail pour aménager des sentiers ou des cheminements. Ces aménagements seront étudiés avec l'exploitant concerné.*

MONTANT DU FERMAGE - Valeur locative normale

Le présent bail est consenti et accepté moyennant un fermage annuel que les parties ont fixé d'un commun accord, égal à la valeur en argent de vingt six quintaux et onze kilogrammes (26,11 qx) de blé, soixante cinq quintaux et cinquante et un kilogrammes (65,51 qx) de pommes de terre prime que les preneurs s'engagent à payer aux bailleurs en un terme le vingt neuf septembre (29 septembre) de chaque année après jouissance au domicile du bailleur.

Le prix du blé sera celui en vigueur au jour de l'échéance, pour les autres denrées celui fixé à l'échéance par arrêté préfectoral d'Ille et Vilaine.

DEGREVEMENT

En raison de la prise en charge par M. et Mme , preneurs, du financement de travaux d'installation d'un compteur électrique à proximité de l'ancienne pompe à eau, travaux évalués de plein accord entre les parties à la somme de cinq mille francs (5 000 F.), le montant du fermage tel qu'il est calculé ci-dessus sera diminué pendant les trois premières années, soit aux 29 septembre 1984, 1985 et 1986, d'une somme équivalente à mille six cent soixante six francs (1 666 F.); l'installation ci-dessus restant appartenir au Conservatoire de l'Espace littoral et des rivages lacustres, bailleur.

J. M.
E L

.../...

ENREGISTREMENT ET FRAIS

Pour la perception des droits d'enregistrement, le montant du fermage est évalué à la somme annuelle de sept mille six cent quatorze francs (7 614 F.)

Le montant de ceux-ci et les frais du présent bail seront à la charge des preneurs qui s'y obligent.

Fait en trois exemplaires
dont un pour l'enregistrement

A *le*

Lu et Approuvé

Lu et approuvé

Le Contrôleur

6. LE PARC NATIONAL DES CEVENNES

Le maintien de la vie agricole est réalisé dans le Parc National des Cévennes à l'aide d'un certain nombre de mesures originales, ainsi les contrats "**Mazenot**" (1) ; en échange d'une rémunération d'un peu plus de 3 000 F par an, en moyenne, des agriculteurs du Parc et de sa périphérie immédiate (une cinquantaine en 1983) ont accepté par contrat d'assurer divers travaux d'intérêt général : débroussaillage et entretien de sentiers de randonnée, fouilles archéologiques, restauration de mégalithes et remise en état de petits bâtiments du patrimoine usuel, entretien des chemins d'exploitation et des drailles, conservation d'espèces végétales cultivées locales (châtaigners, seigle ...), surveillance d'enclos animaliers, expérimentations agricoles, entretien de prés, canaux d'irrigation, terrasses de culture.
Dans le même esprit, les agriculteurs ont participé à la politique nationale de préservation du patrimoine génétique des races rustiques locales.
Un troupeau de vaches Aubrac, race bien adaptée à l'environnement montagnard, a été acquis par le Parc en 1978 grâce à une aide de la Délégation à l'Aménagement du Territoire. Placées par contrat chez divers agriculteurs du Mont-Lozère et du Mont Aigoual, les animaux y séjournent cinq ans, produisant des jeunes qui restent propriété des éleveurs.
Ceux-ci s'engagent seulement à rendre au Parc à l'issue de cette période le même nombre d'animaux de même âge que ceux qui leur ont été confiés au départ. Cinq ou six agriculteurs ont bénéficié à ce jour de cette mesure qui s'avère une réussite.

Autre expérience : l'introduction des chevaux de Merens, race rustique originaire de l'Ariège. Le Parc a acheté des poulinères confiées par contrat à des agriculteurs chargés de développer l'espèce. Succès relatif avec seulement quelques dizaines de chevaux au bout de dix ans. "Nous essayons de pousser les éleveurs à s'organiser", nous dit-on à Florac, mais le Syndicat des Eleveurs ne manifeste pas un grand dynamisme".

En 1974, est née l'idée des "plans d'environnement". Certains agriculteurs perçoivent des subventions destinées à augmenter le revenu de leurs exploitations ou à faciliter leurs conditions de travail. Seule condition : que les projets participent d'un réel souci de préserver l'environnement. Ils concernent notamment l'aménagement des bâtiments d'exploitation anciens, l'achat de cheptel sélectionné et notamment de races rustiques locales, des remises en culture et des travaux d'amélioration des sols, l'entretien de chemins d'exploitation et divers autres aménagements. En tout, plus de 70 agriculteurs en ont bénéficié pour 40 000 F en moyenne. Le Parc National des Cévennes a pu ainsi contribuer à l'installation d'une trentaine de jeunes de moins de vingt ans.

Afin de limiter les lourdes dépenses que représentent pour les agriculteurs l'achat de la terre, le Parc s'est porté acquéreur de propriétés agricoles qui ont été relouées par bail rural ou emphytéotique à des exploitants : plus de 300 ha sur le Mont-Aigoual, 1 600 ha de parcours sur le Mont-Lozère,

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(1) du nom du Sous-Préfet de Florac qui en imagina le principe

loués à une quinzaine d'agriculteurs regroupés en coopérative, et 425 ha sur le Lingas loués également à une coopérative d'éleveurs transhumants des vallées voisines.

Seul Parc National habité, modèle de ce que l'on peut appeler éco-développement", le Parc des Cévennes est en quelque sorte un **laboratoire national** pour les expériences décrites plus haut. Les agriculteurs se montrent plutôt favorables, même si certains d'entre eux souhaiteraient bénéficier de tous les avantages sans subir en contrepartie les inévitables contraintes (1).

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(1) Cf. Combat Nature n° 66

CONCLUSION

Un consensus lie les différents partenaires qu'ils soient "du côté" de l'agriculture ou "du côté" de l'environnement : l'agriculteur est avant tout un producteur et doit le rester sous peine de voir son rôle rabaissé au rang d'un assisté. Sans doute, et cela est vrai surtout pour l'agriculteur de montagne où les indemnités fixées à l'UGB jouent un rôle majeur, la perception que les agriculteurs ont de leur tâche dans une économie de "zone défavorisée" a-t-elle été mal appréciée par les pouvoirs publics dans les années soixante.

Les conventions de gestion présentées ici de manière non exhaustive illustrent la nécessité de concevoir des instruments de gestion de l'espace rural qui intègrent la dimension environnementale soit qu'il s'agisse de zones défavorisées menacées par l'abandon ou qu'il s'agisse de zones de culture intensive menacées par des pratiques génératrices de pollutions.

1. Le cas des zones défavorisées

Ces zones dites défavorisées pourraient être aussi appellées zones d'intérêt écologique. L'agriculture est dans ces conditions un élément de la sauvegarde de l'espace naturel mais elle aussi une entreprise "marginale" puisque son rapport est nettement inférieur à celui que procurent d'autres formes de gestion. Des entreprises de ce genre, soucieuses de la protection de l'environnement, ont une valeur sociale évidente, mais puisque la tendance d'un régime de libre entreprise est d'obtenir la maximisation des bénéfices, il est probable que, dans ce cadre, on renoncera rapidement à poursuivre ce genre d'exploitation.
Se pose ainsi la question de l'**octroi de subventions** à cette forme d'agriculture.
De fait, il pourrait s'agir, puisque le terme de subvention n'est pas adéquat, d'indemnités compensatrices non seulement des handicaps naturels mais aussi des actions prises en compte par l'agriculteur aux fins d'entretien, de protection ou d'amélioration du milieu (fauchage de prairies, maintenance des garrigues, des landes, bosquets, haies, ou aménagements des cours d'eau par exemple).
Cela sous entend des accords de gestion passés entre l'exploitant et les pouvoirs publics (Etat, collectivités territoriales).
Les accords de gestion existent d'ores et déjà en nombre limité dans le cadre des Parcs Naturels Régionaux. Plus que d'indemnités, il s'agit plutôt d'incitations indirectes (Cf Marais Vernier), ayant pour conséquence une plus grande motivation des agriculteurs. Ceux-ci, dans le cas précité, prenaient conscience de l'intérêt d'un élevage adapté aux conditions du milieu sans que l'on soit contraint de leur verser une rémunération.

Ce système est évidemment beaucoup plus simple et "ouvert" que la procédure d'aide directe à l'UGB -et c'est celui qui rencontre les faveurs des pouvoirs publics français car il est basé sur la **concertation.**

2. Les accords de gestion s'appliquant à l'agriculture intensive

Parmi les exemples d'accords de gestion, nous citions l'initiative particulièrement intéressante de l'Agence de Bassin Loire-Bretagne qui, elle aussi, repose sur la concertation.
Il s'agissait, face au problème posé par la teneur excessive en

nitrates des eaux souterraines, d'arriver à un accord entre le Bassin et la profession agricole qui évite, chaque fois que cela est possible, l'application des contraintes et de servitudes dépassant la mise en oeuvre contrôlée des "pratiques culturales adoptées". Des compensations financières seront apportées aux agriculteurs qui verront leur revenu diminuer. En fait, c'est le seul cas français pour lequel existe la possibilité de compenser directement la perte avérée de revenu des agriculteurs ce qui n'a pas été sans soulever quelques réticences lorsque le projet a été présenté.
Au demeurant, il paraît logique que des décisions impliquant le milieu rural, qui sous entendent des restrictions d'utilisation doivent faire l'objet d'un indemnisation à la fois pour le propriétaire et pour l'exploitant (1).

Dans le cadre de la décentralisation, il est clair que les collectivités territoriales ont la plupart des cartes en main pour gérer l'espace rural. La procédure des POS permet -et l'exemple cité le prouve- de préserver des zones agricoles soumises soit à des pressions foncières soit à des pollutions et des erreurs d'aménagement dues aux agriculteurs eux-mêmes. Dans ce cas, la forme contractuelle, pour autant que la municipalité -lieu géométrique de rivalités politiques- en ait une réelle volonté, paraît être une bonne formule, même s'il n'est pas évident de trancher entre une indemnisation et une compensation directe ou indirecte.

3. L'action particulière du conservatoire et des structures de droit privé

Dans les pays anglo-saxons, de nombreuses Fondations ont constitué des réserves foncières écologiques très importantes.
"Ces land trusts complètent heureusement l'action des pouvoirs publics dont les procédures administratives à base de contraintes, s'avèrent souvent mal adaptées pour faire jouer gratuitement le ressort du civisme (1)".
En France, seuls le Conservatoire de l'Espace Littoral et l'association "Espaces pour demain" ont acquis des terrains en propre, à des fins de protection.
La gestion en est confiée à des établissements publics, collectivités locales, ou organismes privés et ce régime semble convenir pour autant que les superficies ne soient pas trop importantes.
Il ressort des exemples étudiés que les communes et les départements restent des gestionnaires privilégiés des terrains du Conservatoire mais la gestion à assurer requiert des financements et des moyens en personnel qui peuvent parfois créer des difficultés.

En fait, dans de nombreux cas, les départements ont mis en place un organisme spécialisé qui aide les communes à assurer le montage technique et financier de la gestion. Le Conservatoire a déjà signé des conventions générales de gestion avec un certain nombre de départements (Pas-de-Calais, Nord, Ille-et-Villaine-, Somme, Vendée, Bouches-du-Rhône, Corse, Finistère et Var).

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(1) Max Falque : "Vers une nouvelle fonction de l'agriculture péri-urbaine (Cf Etudes Rurales n°49/50)

En outre, toutes sortes de formes juridiques peuvent être imaginées afin qu'elles s'adaptent aux diverses situations administratives. Le gestionnaire peut donc être :
- une commune seule
- un département seul
- une région seule
- un syndicat de communes
- un syndicat mixte commune/département
- un syndicat existant d'équipement ou de gestion
- une association agréée avec la participation des collectivités locales, auxquelles le Conservatoire peut déléguer la **maîtrise d'ouvrages.**

Un maître d'ouvrage, un département ou une région par exemple, peut éventuellement recevoir des fonds communautaires, une fois que ceux-ci ont transité au niveau central.
Le maître d'oeuvre, responsable technique des actions concrètes d'entretien, de surveillance, d'aménagement, peut être une personne publique ou privée, choisie en raison de sa compétence technique, conformément à un projet défini au préalable. Ce peut être des Parcs Régionaux, l'Office National des Forêts, l'Office National de la Chasse, une association de protection de la nature, bref, toute structure possédant les **compétences techniques** pour gérer.

En réalité, il est possible de compter en France sur d'autres maîtres d'ouvrage comme en témoigne le projet de création d'une Fondation dans le Marais Poitevin. L'intérêt d'une telle Fondation est de pouvoir utiliser des capitaux de façon continue sur une longue période (15 ans ou plus). En effet, s'il s'agissait de subventions, celles-ci seraient dépensées rapidement et rien ne pourrait alors inciter les parties à respecter les termes du contrat ou de la convention si longtemps. Si l'on est obligé de consommer le capital (et non la rémunération du capital), une association peut être utilisée, mais dans le cas précis du Marais Poitevin, la Fondation est, pour les raisons mentionnées plus haut, d'un intérêt plus grand.
Grâce à la Fondation, des aides indirectes pourraient être versées. Elles ont pour avantage :
- de multiplier l'efficacité de l'opération
- de permettre de mettre au point des alternatives de développement (qui doivent prendre le relais, à terme)
- de garantir la prise en charge du projet par les parties
- d'éviter les effets pervers.

En conclusion, pour les deux principales catégories de territoires qui ont été mentionnées, des moyens existent au niveau des structures existantes pour que l'environnement soit une source de revenu complémentaire comme l'illustre bien l'exemple du remembrement de Sillingy (chapitre 3).

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Annex 2

MANAGEMENT AGREEMENTS IN THE FEDERAL REPUBLIC OF GERMANY

Professor Dr Ernst von Weizsaecker

with
Professor H. Priebe
Dr H. von Meyer

MANAGEMENT AGREEMENTS - GERMANY

Introduction

Management agreements and related measures in the Federal Republic of Germany are conceived and administered at the Laender level, while the federal government plays only an indirect role, eg through enacting federal laws like the federal nature protection law and through representing Germany at the EC level, where relevant policies such as the Less Favoured Areas (LFA) Directive are negotiated and adopted.

Consequently, the German portion of this report is essentially a report on those Laender which have introduced management agreements or similar measures. Out of the eleven Laender only eight have any significant agriculture. The other three, Berlin, Bremen, and Hamburg are "Stadtstaaten" (city states) with an almost entirely urban character.

In four Laender, Baden-Wurttemberg, Niedersachsen, Rheinland-Pfalz and Saarland, no practical experience of management agreements exists, except for measures undertaken in the context of the LFA Directive, which in Germany is officially referred to as Bergbauern-Richtlinie (mountain farmers' Directive) and which has not been seen as environmentally motivated. However, recent regulations and initiatives indicate a clear change towards the greater use of environmentally motivated management agreements in the Federal Republic.

Among the remaining Laender, Bavaria and Hessen have been amongst the most active in the field, establishing that management agreements have little to do with party politics, since Bavaria is often known as the "right wing" Land and Hessen as the "left wing" Land within the Federal Republic.

Rather than describe the role of management agreements in general terms, it is more helpful to consider individual Laender separately and this is the approach followed in this report.

1. Bavaria (Bayern)

In 1982 the Bavarian Parliament adopted an amendment to the Bavarian Nature Protection Act (Bayerisches Naturschutzgesetz) of 1973, establishing the basis for most measures in the field of nature protection and agriculture.

The Act contains agriculture clauses similar to the ones in the Federal Act saying that "orderly" agriculture is not considered an encroachment on nature. However, in the

Bavarian Act, specific stipulations are made about agricultural land use*.

An important objective of the Act is the protection of wetlands. In Bavaria some 89,000 hectares of wetlands are left, notably shallow parts of lakes and ponds, swamps, wet forests and wet meadows. All wetland drainage works were made subject to special permission under the Act. Paragraph 6d reads: "Measures that could lead to the destruction, damaging, lasting initiation of change of the characteristic state of..ecologically highly valuable wetlands require permission. The measure must not be allowed if negative alterations of the specific site properties for wild plants and animals are unavoidable or if they cannot be compensated to a satisfactory extent and if in the weighing of all utilization demands on nature and landscape the need to protect nature and landscape prevails" (unofficial translation, not literal).

Economic disadvantages for farmers stemming from the restrictions on wetland drainage will be compensated for, as is also required by the Act. Paragraph 36a states that if the landowner or user is substantially disadvantaged by the refusal of permission according to paragraph 6d, he shall receive an adequate compensation payment, as the (state) budget permits. Details are specified in the Regulation on disadvantage-compensation (Verordnung uber den Erschwernisausgleich) of 20 August 1983.

The compensation offered is meant to be sufficient to provide an adequate payment for the additional workload resulting from adhering to traditional, nature-preserving ways of managing the wet areas. It will be paid if:

- drainage is forbidden or if the user voluntarily agrees to maintain traditional "nature-preserving" management techniques;

- and if the "nature-preserving methods" of management are continued and require a higher work input in comparison with the kind of operations which otherwise would have occurred after drainage.

For less intensive, protective management of wet areas an amount of 200 DM per hectare per year is offered as a rule. In special caes, such as where hand mowing is required, up

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* These clauses in paragraphs 1 and 8 say that "orderly" agricultural uses of the land are not considered an encroachment on nature. "Orderly uses" are, however, not defined. In the current parliamentary debate on amendments to the Act, the agriculture clauses are being challenged altogether by the SPD and Greens while the government parties propose to introduce more restrictive definitions of "orderly use"

to 300 DM can be paid, while in cases where less work is involved, only 100 DM are offered. An increase in these amounts is planned for 1986.

After initial hesitation on the side of the farmers, the scheme has now won broader acceptance, owing in part to intensive counselling of farmers by the nature protection authorities, which were supported by the agriculture administation and the farmers' union. From 3,249 hectares in 1984 the area covered rose to 5,425 in 1985 and further increases are expected. the budget used rose from 695,000 DM in 1984 to 1.17 million DM in 1985. Farmers have to apply for the compensation payments at the level of the lower nature protection authority, ie the county or city authorities.

The regulations of the Act described above are applicable only for wetlands that are classified as especially valuable. However, there are many more damp meadows with a variable water table which are important habitats for rare animals and plant species. Changes in agricultural management as well as increasingly intensive land use have diminished the area of these wet meadows, causing an alarming threat to wild species. Among the worst hit are birds nesting or rearing their offspring in such meadows or finding their food in them, including curlew, black-tailed godwit, redshank, common snipe (beccasine), corn crake, meadow pipit and whinchit.

Several meadow nesting birds in Bavaria are on the Red List of endangered species. Their numbers have dwindled in recent years, in some cases down to a few pairs. In particular the black-tailed godwit and redshank are acutely endangered, by 1980 reduced to around 95 and 12 pairs respectively in Bavaria.

To actively respond to this situation, a second, very important management agreements scheme was introduced in Bavaria, the "meadow breeder programme" (Wiesenbrueterprogramme) which is meant to specifically ensure the protection of the bird species mentioned above and other birds requiring undisturbed meadows in their nesting period. The programme was passed by the Bavarian parliament on 7 July 1982 and includes measures to protect breeding habitats as well as the provision of information for the broader population - including tourists - about the significance of these habitats. The programme stipulates that around 6,000 hectares (out of a total of 63,000 hectares of land suitable for these birds) be declared "core zones" and be kept and managed in a way that is intended to provide ideal conditions for these bird species. By the end of 1983 a total of 4,500 hectares, comprising 1,150 parcels averaging 3.9 hectares each, had been proposed as suitable sites for designation by the Land association for bird protection. The sites were specified accurately so as to

identify the proprietors.

The environment ministry, in agreement with the agriculture ministry, has defined the format of the management agreements. The nature protection authorities are drawing up civil law agreements, which restrict agricultural practices; for example, farmers may be required to:

- refrain from drainage;

- refrain from ploughing meadows;

- keep the basic structure and landscape features of the farm;

- refrain from the use of fertilizers and pesticides from 20 March to 20 June (or all year, if possible);

- refrain from cutting or rolling grass, or driving over the meadow with tractors during the set period; and

- refrain from grazing cattle during that period.

The period in which restrictions apply is chosen in accordance with the nesting period of birds, which migrate to their Bavarian nesting places in March or a little later. They then sit on their eggs from the end of March or early April until hatching which may be as late as the end of May.

Management agreements under this programme cost the state approximately:

DM 36,000 in 1983 (for an area of 114 hectares)
DM 509,000 in 1984 (for an area of 1,400 hectares) and
DM 1,524,000 in 1985 (for an area of around 4,000 hectares).

From these figures an average amount of DM 350 per hectare can be calculated.

In addition, some 120 hectares were purchased for a total amount of 2.5 million DM. Often that land is leased back to the original owners under management restrictions similar to those listed above.

In 1986 2.7 million DM are allocated for the programme.

The figures prove that the programme is successful in quantitative terms. Whether or not it will ultimately halt the conversion of meadows into cornfields and preserve the endangered species remains to be seen. Observers from close by have little doubt that the programme is already contributing very significantly towards the set objectives, but they warn that the programme needs long term continuity.

One early measure of the success of this programme may be the observed breeding success of relevant species in areas with management agreements compared with those without them. One such study has shown that: of 23 curlew pairs, 13 bred successfully in the management area sites, while 25 pairs left no live adult offspring on similar sites with unrestricted intensive agriculture.

On 23rd March 1983 Bavaria also adopted another scheme of relevance to this study. This is known as "Landschaftspflegerichtlinien" (Directives for the care of the landscape), and it provides for payments to farmers and others in the private sector for work protecting, cultivating and developing the habitats of, and suitable conditions for, endangered animal and plant species and for certain other ecologically important sites. Agriculture can contribute to such goals by:

- the removal, where ecologically desirable, of high grass and bushes;

- measures to maintain a characteristic landscape;

- measures to preserve the sites and habitats of protected plants and animals;

- the creation of new landscape elements to enrich ecologically impoverished areas, inasmuch as this may be important for species protection.

Financial support may be given only for measures that are necessary for ecological, scientific, historical or cultural heritage reasons or because of the particular beauty or peculiarity of the respective landscape, or for the maintenance of variety of animal and plant species, and if the measures are expected to have a lasting effect. Depending on the particular measures concerned and the financial situation of the person undertaking the work (and on cofinancing arrangements), up to 70 per cent of the real cost can be covered by the State. In the case of measures designed to protect species on the acutely endangered Red List, even higher percentages are possible. Applications must be submitted annually through the lower communal authorities to the higher nature protection authorities which in turn apply for the necessary budget from the Land Ministry for the Environment. In 1985 360 measures falling under the Directives were agreed and around 1.7 million DM were spent on the programme. In the future some gross compensation payments for extensive management without chemicals are also planned under this programme.

In 1984 Bavaria also initiated a programme to protect the wildflowers and weeds typical of traditional corn fields (Ackerwildkrauter). Some 30 plant species out of many more are already listed as endangered species in Bavaria, as a

result of the spread of high-intensity agriculture. Many of these plants serve as the only feeding substrate for rare insects, including butterflies. Tthe programme now offers farmers a compensation payment of 1,000 to 1,500 DM per hectare (calculated mostly by square metres) for leaving strips of two to twelve metres alongside corn fields untreated with herbicides. The compensation is for reduced yields from these strips. During the first six months of the programme in 1985 strips of an overall length of 88 km were taken out of herbicide treatment. For 1986 a similar programme is planned for meadows where farmers agree to refrain from cutting the grass (and accompanying flora) on margin strips a few metres wide.

In 1985 an additional scheme for management agreements was put into force. Within the Bavarian Alps and Highlands Programme (Bayerisches Alpen-und Mittelgebirgsprogramm) the Agriculture Ministry has issued "directives for the suport of measures to maintain the cultural landscape"*. The directives concern measures to improve the biological diversity and wealth of the landscape, such as:

- measures to diversify the pattern of vegetation, such as the planting of hedges as wind breaks, the introduction of intercropping, or the planting of a variety of species of trees and shrubs in appropriate areas;

- to maintain and improve landscapes typical of traditional mountain farming, including the maintenance of ecologically valuable "lean" or dry meadows;

- the application of chalk to certain soils.

The Directives state clearly that measures in conflict with the Nature Protection Act are excluded from support.

Farmers are amongst those eligible for support. Both groups of farmers or hunters and water and soil associations may apply on behalf of their members. For associations and groups certain rules have been established.

Financial payments are the main form of support and 100 per cent of the material costs for seedlings and fences can be covered by the State. For one-off clearance, planting and improvement operations, costs of up to DM 35/ar (equal to DM 3500/hectare) can be covered. Up to 70 per cent of maintenance costs can be paid by the Ministry and up to 80 per cent of chalk (and magnesia) application costs. A lower limit of 500 DM per year was specified for eligible schemes. The funds are administered by the local

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* The directives were issued by circular letter dated 30th July and became effective on 1st August 1985.

agriculture authorities (Amt fur Landwirtschaft und Bodenkultur). Detailed application forms were attached to the circular letter and can be made available if required.

2. HESSE (HESSEN)

In Hesse the approach to agriculture and conservation issues is more political. Many recent policy ideas can be traced back to 1980 when the "Schneider-Jordan paper" was published. This aimed at a reform of the CAP to its roots, even though policies of this kind are not determined at the Land level. With the Greens becoming an important political factor in Hesse, the debate became even more politicized and some concrete proposals were made, leading to a conflict with the EC when the Commission judged that the intended measures would be incompatible with the free competition clauses of the Treaty of Rome. The emphasis of all the practical measures proposed in Hesse is on improving the economic situation of small farmers, notably those on poor land where peasant farming contributes to habitat and landscape diversity: the alternative would be uninterrupted forests of lesser ecological value.

One approach which the Hesse government wishes to pursue continues to be differentiated milk prices. However, under pressure from the EC, this approach has been put aside and substituted by some new proposals.

Two of the main features of these proposals are:

- a system of structured support of DM 240 per cow paid annually to farms with less than 10 cows, declining to payments of 40 DM per cow for farms with up to 25 cows. A cattle density criterion has been established as part of the scheme so as to ensure that the fodder would be grown mostly on the farm rather than bought from outside;

- a system of support for Grunlandbetwitschaftung, "greenland" agriculture, ie pasture and meadow areas where there is no arable cropping. Farms with up to 25 cattle units of cattle, sheep or goats and with a maximum density of one cattle unit per hectare (plus a certain permitted density of pigs and fowl) would be able to obtain 200 DM per hectare annually up to a limit of DM 2,000 per annum on the condition that they apply no pesticides and not more than 70 kg of nitrate fertiliser per hectare.

In addition, a rural regional programme has been designed to enhance rural incomes. Projects involving some element of nature protection are eligible for suport under this programme. The emphasis of the programme, however, is again

on social justice in the form of improved incomes for farmers, including measures to stimulate the economic development of less favoured areas.

Hesse is amongst the Laender which have put the Less Favoured Areas Directive into practice. Thirty per cent of the Land agricultural area has been classified as less favoured, and annual subsidies of DM 120 per cattle unit are paid, while in the least favoured areas up to DM 240 per cattle unit are offered. The motivation is both social and environmental.

Far-reaching ideas also have been developed for improving the nature protection programme. However, no precise regulations in the sense of management agreements have emerged from this programme until very recently. Only on 2nd October 1985, the Minister announced two additional programmes:

1. A "Ackerschonstreifenprogramm" designed to protect the wild flora typical of agricultural fields. Farmers involved in the programme who refrain from fertiliser and pesticide use on strips of three metres wide around the margins of cornfields will receive a compensation payment of 900 DM per calculated hectare.

2. The "Okowiesenprogramm", very similar to the meadow-breeding birds programme in Bavaria, or the wet meadows programme in North Rhine Westphalia, but with compensation payments of not more than 300 DM per hectare.

3. NORTH-RHINE WESTFALIA (Nordrhein-Westfalen)

In 1980 the Land established a register of areas worthy of protection, 15,000 sites corresponding to 10 per cent of the Land's total land area were identified, of which 30 per cent(or three per cent of the total land area) were labelled as worthy of nature protection in the strict sense. Hence, it is the intention of the Government to grant full nature protection status to three per cent of the Land's surface area (compared to one per cent at present).

In addition to this nature protection programme, a policy for an environment-friendly and "site-adapted" agriculture has been developed within which the 1985 "Wet meadows protection programme" was the first concrete step.

The wet meadows of Rhineland, Munsterland (the flat land north of the Ruhrgebiet) and Westphalia are the remains of a once large peasant landscape which spread from the Netherlands to the Prussian flatlands and which included extended wetlands and moors. Intensive drainage has drastically reduced the characteristic wet meadows,

threatening the black-tailed godwit, curlew, swamp horn owl and many others; furthermore many migrating birds are being deprived of their stopover feeding sites. Recently the milk quota system has aggravated the situation, since the only way for many farmers to increase their income is to turn meadows into corn fields, thus destroying valuable habitats. Having considered this situation the Land Government launched a Feuchtwiesenschutzprogramm (wet meadows protection programme) which aims to:

- maintain wet meadows as a habitat for endangered species of animals and plants, with a particular emphasis on birds;

- prevent farmers from transforming or draining their land to the detriment of nature.

Currently, 14,000 hectares of wet meadows are covered; originally a larger area was intended to be included, but protests from farmers forced the Government to reduce the figure. Farmers felt that the whole programme was an encroachment on their liberty. Furthermore, financial compensation arrangements had to be introduced into the programme in response to farmers' protests, although originally this was not the intention. Farmers in these designated areas now receive 500 DM per hectare, and they must observe the following management restrictions which require them:

- not to plough meadow land and to refrain from drainage;
- not to alter soil and surface conditions including the surface "geometry";
- not to alter biotopes and the areas immediately surrounding them;
- not to remove existing woods;
- to care for and protect the nests of meadow breeding birds.

In its present form the programme is limited to the years 1985 and 1986, and may be described as designed to relieve temporary hardship, but the management restrictions still have to be observed for 4 years. The money to finance the programme is taken from nature protection funds, not from the agriculture ministry, partly because there was concern about possible objections to the scheme from the EC Commission under Articles 92-94 of the Treaty of Rome.

Although only temporary for the moment, the programme may have a longer life. In mid 1985 there was a "reshuffle" in the Nordrhein-Westfalian government. As a result, the agriculture Minister (Klaus Matthiesen) got the environmental portfolio incorporated into his Ministry, which might have an impact on the Land's policy; at a minimum it can be anticipated that the programme will be continued.

In the present phase, a more detailed inventory is being made of those areas in which management restrictions will continue to be compulsory, with or without financial compensation. In reality, however, compensation payments are likely to be continued to be paid.

Another model programme in this Land is aimed at protecting endangered plants, especially wild flowers associated with traditional corn fields (Ackerwildkraeuter). The programme was sponsored by the Federal Ministry for Agriculture from 1978 to 1981 and then was taken over by North-Rhine Westfalia thereafter. As a model project, the objectives were primarily scientific: to find out if certain "segetal flora" can be conserved by simply exempting 2-3 meter wide margins around the boundaries of corn fields from herbicide applications. The scientific leader of the project is F. Schumacher of Bonn University. Thirty three model sites in the hills west of Bonn (chalky parts of the Eifel) were chosen. This was an area where in 1978 fifteen species of Ackerwildkrauter were considered extinct or had disappeared, even though eleven of these species had been present in the 1950's. In the course of the model project 3 of the lost species reappeared spontaneously, proving that the elimination of herbicide use can have a significant effect in such areas.

Survey work in the 33 sites where no herbicide was used resulted in no less than 180 species being counted, out of which 75 per cent would be labelled as Ackerwildkrauter. However, in a comparable area with herbicide applications being made normally, only 45-60 species were counted.

As part of the scheme, an annual financial compensation has been given to farmers. The rate of payment was established as follows: assuming an average yield of cereals of 50 dt/ha (the customary yield unit, meaning one tenth of a tonne per hectare) and a price of 50 DM per dt (an average overall for corn crops), a reference income of 2500 DM per hectare was calculated. From this, assuming a 30 per cent yield reduction as a result of the herbicide restrictions, a compensation payment of 750 DM/ hectare was granted.

The programme was applied to a total of 20km of strips of 2 metres wide, amounting to four hectares, so that its total costs were as low as 3000 DM!. The programme was administered in a very unbureaucratic way, no written agreements were made, partly in order to allay the fears of the peasant farmers and it was executed by the local nature protection association in Euskirchen. No problems with monitoring or control were reported.

A similar project has been started by the private Association for the protection of the Biological Environment (ABU) in and around Soest, Westfalia. The willingness of

farmers to cooperate is reported to be very high.

In 1982 Northrhine-Westfalia developed a civil-law instrument known as "Abfindungsvertrag" which permits the authorities, if they wish, to pay farmers compensation payments as part of agreements over twenty years requiring preservation and conservation management of wet meadows. This was an enabling law rather than a mandatory programme. Disappointingly, the farmers and the nature protection authorities have yet to make any use of this new option. Farmers have argued that twenty years may be too long for an agreement, leaving little room for necessary developments on the farm, while the authorities have argued that in law the management restrictions could be superimposed anyway, on the basis of the general (Constitution) clause limiting the use of private property to what is socially acceptable (Sozialpflichtigkeit der Eigentumer).

4. Rheinland-Palatia (Rheinland-Pfalz)

No management agreements have been put into practice in Rheinland-Pfalz. However, with the adoption of the Environment Programme in 1985, the publication of the 1984 report on "Agriculture and the Environment in Rhineland-Palatia" and with the creation in May 1985 of a new Ministry for the Environment (with Prof. Klaus Topfer as Minister) the environmental policy scene appears to be changing rapidly.

The Environment Programme of 1985 proposes, amongst other things, a number of general management prescriptions or suggestions for rural areas. Although not legally binding, the proposals are:

- no use of biocides outside the fields, eg along roads;
- more variation in agricultural crop sequences;
- no use of biocides on farmland where it is not economically necessary;
- preferential use of highly selective crop protection products.

The approach to implementation is that measures should be kept voluntary whenever possible. At present, the emphasis is on training, counselling and education.

In the above mentioned report on agriculture and the environment, the concept of "integrated agriculture" is being promoted, with an emphasis on applying ecological principles to aid the adaptation of agricultural management to particular local soil and climate conditions with a view to minimising the use of pesticides and fertilisers.

Virtually nothing is said, however, about how this may be achieved, although there is a general acknowledgement that any income reductions resulting from extensification schemes will have to be compensated for. Areas that are not at present used for agricultural production, are to be kept for biotope and species conservation and to achieve this goal, it is suggested that incentives should be offered. By the same token, it is proposed to free farmers from certain property taxes if they apply certain extensive management practices on areas which would suffer ecologically from not being cultivated at all.

Moreover, it is argued that the application of the LFA Directive should be geared more directly towards ecological objectives: special nature conservation additions are being proposed besides the socially motivated payments.

One of the most important constraints on the implementation of many proposed measures continues to be the unanswered problem of whether the necessary funds may be channeled through the agriculture ministry or exclusively through nature protection authorities. The same fear exists as in Northrhine-Westfalia ie that the EC might rule out any payments made through agricultural channels for environmental initiatives of the kind being considered.

Concrete measures in Rheinland-Palatia include:

1. herbicide-free stripsaround cornfields (two metres broad; 0.125 DM per square metre or 1,250 per hectare); financial volume 75,000 DM per year);

2. some 3.5 million DM are being allocated for the purchase of land for nature protection purposes;

3. a programme to pay farmers compensation for the protection of biotopes including the creation of junctions between biotopes has been decided for 1986 (half million DM) and 1987 (1.5 million DM).

Baden-Wurttemberg

Management agreements do not exist as yet, but the problem is receiving much political attention since the anouncement that a new tax on water supplies was being considered. The proposal stems from a serious debate about policies for controlling nitrate levels in drinking water and takes the form of a levy known as "Wasserpfennig" or "water penny". This would be a special levy on consumers of 6-8 pfennigs per cubic metre of water, yielding additional revenues of around 60-80 million DM annually. This revenue would then be used to offer farmers compensation payments of 400DM per hectare annually in return for not using fertilizers in quantities which pollute the ground water or other sources

of drinking water. The details of the plan are yet to be worked out, and neither is the political debate over. The rather ironic use of the term "Verursacherprincip" (the polluter pays principle, in german literally: "causator"s principle") has made the debate more difficult still, since the water users naturally resent being stigmatised as the cause of the problem.

A different approach to management agreements was taken in a recent circular dated 1st July 1985. It deals with payments to be made in conjunction with "Existence-threatening" restrictions on agricultural management. Only small peasants with real earnings of less than 6000 DM per person a year are eligible. Payments of up to a maximum total of 15,000 DM can be made over the period 1985 to 1988 in compensation for any income reductions resulting from administrative restrictions on normal production within the limitations of the budget.

6. Schleswig-Holstein

A comprehensive 'Extensification programme' resembling the Bavarian schemes was adopted in November 1985 based on the experimental "Stapelholm programme".

This is a programme covering one large wetland area of 60,000 hectares, located in Stapelholm near Hamburg, in the northern-most corner of the Federal Republic. The Stapelholm wetlands are of international ornithological importance. Voluntary agreements with farmers require, in return for a compensation payment of 350 DM per hectare that the land is managed in certain ways.

- long-term usage as "green land", ie grassland
- no drainage works which would result in a lowering of the water level are allowed
- no rolling, mowing, fertilizing, or use of tractors from 20th April to 20th June
- no use of organic manure from 1st April to 20th June
- a maximum stocking rate of three cows per hectare until 20th June

Only in special cases are exceptions to these basic rules permitted.

The agreement holds for four years but it may be terminated after a "probationary season", ie. within the first year. Also "important unforseen reasons" may make it possible to terminate the agreement earlier. After the agreement has expired no management restrictions remain. Part-time farmers effectively are excluded from the programme

(probably as a result of pressure from the main farming organisations which are generally against part-time farmers).

The Stapelholm programme is referred to as an "Extensification Programme" although it very much resembles the Bavarian "meadow breeding birds programme" and is embedded in a much larger land development programme under way in Schleswig-Holstein, which incorporates few, if any, ecological features.

On a much smaller scale, it is worth mentioning a small programme designed to protect "Ackerwildkrauter" (ie wildflowers traditionally found in corn fields - see Northrhine-Westfalia) but also covering insects and birds living in the Ackerwildkrauter habitats. Payments of between 1500 and 2000 DM per hectare (the unusual amount being justified by the experimental nature of the programme) were given to three farmers in 1984 and two farmers in 1985.

A special local programme to protect the remaining Schachblumen ("Checker board flowers") and a small population of the white stork on a site of 100 hectares near the mouth of the Elbe is in its planning phase. The management agreements will resemble those in use in the Stapelhohm area. Both schemes are expected to continue but have to be approved every year.

Finally, northeast of the Land capital, Kiel, the Foundation for Nature Protection (Stiftung Naturschutz) is about to purchase ornithologically important wetlands or to give incentives to farmers to reconvert cornfields into meadows.

7. Lower Saxony (Niedersachsen)

No programmes involving the use of management agreements per se existed at the time of writing. However, on 27th September 1985, new guidelines were issued for compensating farmers agreeing to a new programme (Richtlinien Erischwernisausgleich). Farmers who consent to maintiaing "green land" in its present state are eligible for payments of DM 300 per hectare a year and either DM 100 or DM 200 a year for specific restrictions.

The scheme will apply to farmers in 6,500 hectares of "green land" (mostly wet meadows) located in nature protection zones.

In 1982 the Government declared its intention to double the area designated for nature protection by 1990 from 1.2 per cent to 2.4 per cent of the Land's total surface. If fully implemented, this would affect some 20,000 hectares of agricultural land. (The plan is that farmers will sell the

land in question to the state (or local authorities) and rent it back (at a nominal rent); the state would then define the management conditions.

In addition, the Land's Nature Protection Act says in para.50 that farmers owning land which they cannot fully exploit due to nature protection restrictions have to be compensated for the loss. However, no cases have yet been reported of farmers making use of this possibility.

8. Sarre (Saarland)

This small, highly industrialised land in the South West corner of the FRG has no management agreements so far. However, the Government changed recently, with the SPD winning the majority over the CDU and with Mr Jo Leinen, a prominent environmental activist, being appointed Minister for the Environment. In reply to a letter of inquiry sent as part of this study, budgetary reasons were given for the current lack of management agreements".

The Less Favoured Areas Directive is going to be implemented in Sarre, however, beginning in 1985. The amount of the subsidy payable to farmers is being made dependent on usage indemnity, with ecologically desirable extensive land use being favoured.

9. Berlin, Bremen, Hamburg

In these three City-States only small areas are in agricultural use. No management agreements are in practice, but the city of Bremen, through the Senator for Environment Protection, is planning to introduce management agreements.

Annex 3

MANAGEMENT AGREEMENTS IN THE NETHERLANDS

Graham Bennett

ACKNOWLEDGEMENTS

The author is most grateful to the many individuals and organisations who helped in the preparation of this report. Special thanks are due to Ir. J. Boelen and Ir. W. de Boer from the Board for Agricultural Land Management, Ir. P. Winterman from the Nature Conservation Inspectorate of the Forestry Service, Ir. T. Wind from the Agriculture Board, S. Algra from the Association for the Conservation of Natural Monuments, and Dolf Logemann from the Nature and Environment Foundation for their willing co-operation. The transformation from heavily corrected manuscript to orderly typescript was made with deceptive ease by Kate Partridge at the London office of IEEP.

1. INTRODUCTION

Agriculture in the Netherlands is the most intensive in the world. It is also the foundation of the Dutch economy - the food industry contributes a quarter of all export earnings, the largest single sector, and the Netherlands is second only to the US on the Food and Agriculture Organisation's ranking of agricultural exporters. Inevitably, agriculture conducted on this scale has pervasive effects on the natural environment. Indeed the characteristic Dutch landscape of open pastureland is testimony to man's role in transforming the low-lying floodplain of the Rhine/Maas estuary. That these effects have become so intrusive as to be seriously damaging is now widely recognised - so widely recognised, in fact, that the Minister of Agriculture himself has warned that the further intensification of farming in the Netherlands has to be halted if the environment is not to be irreparably damaged. A series of new, strict controls to regulate the environmental impact of agriculture may therefore be expected in the near future. In all likelihood, however, the broad framework of countryside conservation will remain substantially unchanged.

2. THE ADMINISTRATIVE FRAMEWORK OF NATURE CONSERVATION

Planning Control

All three levels of government in the Netherlands - national, provincial and municipal - have responsibilities for planning and all have power to introduce measures aimed at limiting the environmental impact of agriculture. The key planning instrument is the municipal development plan since it gives concrete effect to national, provincial and municipal policy. A development plan allocates land use in considerable detail and is accompanied by a description of the principles, research and consultations on which it is based. Each municipality is obliged to draw up a development plan for those parts of its district which do not fall within a built-up area (though in practice a large number of municipalities have yet to adopt such a plan). The plan may be extended to built-up areas at the discretion of the municipality. Any areas of high natural value may be designated as such and regulations may be included in the plan restricting development or other changes which would cause damage.

The preparation of a local development plan is primarily the task of the respective municipality. Under certain circumstances, however, the province or central government may make specific requirements regarding its content. A provincial structure plan, for example, may form the basis for directives to municipal councils on the provisions of their development plans. A corresponding power is available to the Minister of Housing, Planning and Environment.

Management Agreements, Maintenance Agreements and Reservations

Planning control is essentially a 'passive' form of management - it is prohibitive in nature. In order to bring an 'active' dimension to conservation the government's 1975 Paper Concerning the Relation Between Agriculture and Nature and Landscape Conservation (known as the Relation Paper) outlined a new management regime. Three instruments are of particular note - management agreements, maintenance agreements and reservations.

The system of voluntary management agreements is confined to small areas of the country and is operated by the Bureau for Agricultural Land Management within the Ministry of Agriculture. Following the preparation of a broad management plan for an area, individual agreements are drawn up and specify in detail the restrictions and obligations imposed on a farmer together with the compensation payable.

A framework for the establishment of a system of maintenance agreements was laid down in 1977 by the Landscape Elements Maintenance Agreements Command (Staatscourant 1977, 182). Operated by the Ministry of Agriculture's Forestry Service, the agreements are available to land owners and users for the purpose of maintaining specific natural features of high landscape, scientific or cultural value such as hedgerows, copses and ponds. The compensation payable comprises three components:

- an annual maintenance indemnity based on the prevailing labour costs for maintaining a unit length or area of the respective landscape element

- where the land user is also the owner of the land, an annual amount as compensation for his fixed costs

- if special conditions are included in the agreement, an amount to compensate for the costs of meeting these conditions.

Each agreement is valid for at least six years. Since the system was put into operation in 1982 about 1,650 individual agreements have been signed. The number is steadily increasing and is likely to exceed 2,000 within the forseeable future.

Agricultural areas which are adjudged to have particularly high natural value and which require continual management to maintain their value may be designated as reservation areas. Management agreements may be equally applied, but because of the severe restrictions necessary to maintain the value of the areas it is likely that agriculture will become an uneconomic proposition. The intention is therefore that such land should ultimately be purchased by the Bureau for Agricultural Land Management; indeed, management agreements in reservation areas include a clause giving the bureau an option to buy the land should a farm be put up for sale and an obligation to do so in the event that no other buyer can be found.

The Less Favoured Areas Directive

Article 3(5) of the Less Favoured Areas Directive (75/268/EEC) empowers national governments of the European Community to provide financial support to farmers who are hindered by certain specific natural handicaps. These handicaps can be interpreted to include features which could readily be eliminated in the interests of agricultural intensification, such as winding streams which might be canalised or a tapestry of small fields with a fragmented land ownership pattern which might be consolidated. Implementation of the Directive is also the responsibility of the Bureau for Agricultural Land Management.

Protected Areas

Under the Nature Protection Act 1967 sites of exceptional natural value may be formally designated as protected areas. The effect of such a designation is that the owner is obliged to apply for a licence from the Minister of Agricultre for any action which may cause a negative impact on the natural environment of the area. With the permission of the owner a management plan may be drawn up, and compensation may be payable where the owner suffers unreasonable financial loss. Only a relatively small number of sites are designated in this way. Even fewer involve agricultural land, principally small sites which, because of their situation, are not suitable for inclusion in a reservation area.

A form of protection which is of particular significance in the Netherlands is the purchase of land by nature protection organisations. The two most important types of organisation are the Association for the Conservation of Natural Monuments and, in each province, a so-called 'Provincial Landscape'. A total of about 100,000 hectares is protected in this way.

There are in the Netherlands no special protected areas for birds as required by the Birds Directive (79/409/EEC). Legislative proposals to comply with the Directive have been drafted, though it is too early to say exactly what form implementation will take.

Finally, it should be noted that agricultural activities are not permitted in national parks in the Netherlands. National park policy therefore falls outside the scope of this report.

Regulatory Controls

Perhaps the most significant restriction imposed on agriculture in recent years was the introduction in 1984 of a two year prohibition on new intensive pig and poultry units. It is intended by these means to take the first steps towards resolving the main environmental problem facing Dutch agriculture - a huge surplus of animal wastes. A total of 86 million tonnes of animal wastes are produced each year, but about 20 per cent cannot be readily

re-used and give rise to serious disposal problems.

The excessive use of manure and slurry on agricultural land will be subject to control under the forthcoming Ground Protection Act (1). It will be possible under the proposed provisions to introduce a statutory instrument to limit the quantity of fertiliser which may be applied per hectare. Just as important, this measure will simultaneously provide the opportunity to limit applications of nitrogenous fertiliers in those areas where groundwater is becoming seriously contaminated with nitrates.

A parallel attempt to ameliorate the problems caused by animal wastes is to be found in the Fertilisers Bill now being debated in Parliament. The Bill, largely made up of enabling legislation, will empower the Minister of Agriculture to introduce controls in four main areas:

- the composition of fertilisers
- transactions in designated types of fertiliser
- the use of designated types of fertiliser
- the disposal of animal wastes.

The memorandum accompanying the Bill makes it clear that the stimulus behind the legislation is the growing concern over the accumulation in the soil of toxic substances such as cadmium, largely through the excessive use of fertilisers and animal wastes. Control will primarily be effected by regulations, though a network of 'manure banks' may also be set up to collect surplus animal wastes and facilitate redistribution, treatment and disposal.

3. POLICY CONCERNING AGRICULTURE AND NATURE CONSERVATION

The basis for Dutch policy regarding agriculture and nature conservation has been laid down in three government policy documents - the 1975 Relation Paper, the 1977 Paper on Rural Areas and the 1981 Structure Scheme for Nature and Landscape Conservation.

The major concern of the Relation Paper was the conservation of agricultural landscapes of high natural value. To this end it was proposed to introduce a new management regime for 200,000 hectares of agricultural land, about 10 per cent of the total cultivated area. This regime comprised two elements - the most valuable 100,000 hectares was to become reservation area, ultimately to be brought into public ownership, and the remaining 100,000 hectares management area where control was to be exercised through a system of management agreements. The exact areas to be protected in this way were not specified in the paper, but in 1977 a list was drawn up of the areas where protection was most urgent. These areas totalled 86,000 hectares in aggregate and were divided into four categories:

- areas where land consolidation projects are being carried

out
- areas where land consolidation projects are in preparation
- experimental national landscapes
- areas outside both land consolidation projects and national landscapes.

It is important to stress, however, that the proposed regime lacked any element of compulsion; farmers in reservation areas were not to be forced to sell their land to the management authority and the management agreements were to be entirely voluntary. It is also important to note that the execution of this policy was to be a task of central government: a single authority was to purchase agricultural land in reservation areas and draw up management agreements.

In contrast, the 1977 Paper on Rural Areas was essentially concerned with land-use planning. Its implementation was therefore primarily a task for local and regional authorities. The key proposal of the paper was the allocation of functions to the entire rural area of the Netherlands in a 'structure sketch'. Four distinct types of zone were distinguished and duly allocated (Figure 1):

- areas with agriculture as the primary function
- areas with a mix of agriculture and other uses in larger units
- areas with a mix of agriculture, natural landscape and other uses in smaller units
- areas with natural landscape as the primary function.

The broad vision laid down in the Paper was subsequenty elaborated in three 'structure schemes', the so-called 'Green Papers'. These covered respectively nature and landscape conservation, open-air recreation and land consoldation. (All three structure schemes have now completed a lengthy consultation process and the government's revised proposals were due to be debated in Parliament in October 1985).

With regard to general policy for reconciling agricultural and environmental objectives, the Structure Scheme for Nature and Landscape Conservation is the most important. The Scheme further develops the spatial planning of the Paper on Rural Areas by taking the four-zone framework as a basis and formulating specific objectives for 15 'policy categories' related to conservation. These proposals are divided into four policy areas:

A. Policy categories with the accent on nature

- nature areas
- forests
- national parks

B. Policy categories with the accent on landscpae

- river landscapes

- lowland watercourses, canals and navigable routes
- historic buildings
- valuable historic vistas and/or landscapes

C. Policy areas with the accent on nature and landscape

- stately homes and historic rural retreats
- isolated landscape elements
- geologically valuable areas
- valuable agricultural landscapes
- large landscape units
- national landscapes

D. Policy categories concerning the North Sea and major surface waters

- the North Sea
- major surface waters.

This further elaboration of the Rural Areas Paper included two elements of great potential significance for reconciling agricultural and environmental objectives - 'large landscape units' and 'national landscapes'. A large landscape unit is an area greater than 5,000 hectares in extent which possesses high ecological, historical and landscape value. Designation of an area as a large landscape unit was to be done with the intention of conserving its general character, including the relationship between the separate elements making up the whole. Indeed, the Paper on Rural Areas commented that large landscape units 'are so valuable from the point of view of national spatial policy that [the government] considers it to be essential that they be maintained and managed'. A total of 36 such areas were designated in the Structure Scheme (Figure 2). There were, however, no new instruments proposed to secure this protection. The document makes it clear that this is to be achieved through the concentrated application of existing instruments in these areas, such as management agreements, maintenance agreements and the purchase of key sites. Provinces are also to be specifically requested to designate large landscape units in their structure plans.

The second notable element in the Structure Scheme is the national landscape. A national landscape is an area larger than 10,000 hectares with high natural and landscape value and with potential for recreational use. Because of this recreational dimension, the detailed proposals for national landscapes were set out in the 1981 Structure Scheme for Open-Air Recreation. The document listed 20 areas for consideration as national landscapes (Figure 3), but proposed that although designation was formally to be the responsibility of central government, it would only be done on the basis of a proposal by the respective province. Further, the detailed realisation of a national landscape was to lie in the hands of the province through the preparation of a plan to preserve and develop the character of the area, taking into account the needs of visitors and local socio-cultural and economic interests. Since the proposals were made,

five areas have been selected for experimental purposes and the provincial evaluation reports have been broadly favourable in four cases. The present Minister of Agriculture has ended these experimental schemes, however, and it therefore seems unlikely that any national landscapes will be designated.

4. MANAGEMENT AGREEMENTS

With the adoption in 1975 of management agreements as part of official government policy, it became necessary to set up a formal framework for their operation and to design an appropriate management regime. It was decided to give operational responsibility to the Bureau for Agricultural Land Management within the Ministry of Agriculture, together with its provincial offices. The Bureau is the body charged with the purchase of agricultural land on behalf of the government for various ends, such as afforestation, the creation of buffer zones and nature reservations. In this duty the Bureau supersedes the Council for Agricultural Land Management which was responsible for the task until 1983.

The creation of this organisational framework by the Minister of Agriculture was achieved through the use of a Command (Staatscourant 1977, 107), a legislative instrument of a provisional nature only. To establish a permanent arrangement an Act of Parliament is necessary, and appropriate proposals have now been laid down in the form of the Management of Agricultural Land Bill. In general the purpose of the proposals is to provide a proper legal footing to the existing regime (including maintenance agreements) and it is not expected that major revisions will be demanded during the Bill's passage through Pariament.

The Management Agreement Regime

The Dutch management agreement regime comprises two distinct elements - the preparation of a general management plan for an area, and the drawing up of individual agreements on the basis of this plan.

The purpose of a management plan is to lay down the most appropriate form of management to maintain the natural value of an area. It is drawn up by the respective Provincial Commission for Agricultural Land Management in cooperation with the local land users concered. (These Provincial Commissions include representatives from farming organisations, conservation bodies, water authorities and central, provincial and municipal government). The draft plan is open to public inspection for one month before a final version is drawn up for presentation to the national Commission for Agricultural Land Management for formal approval. (The national Commission is responsible for guiding and supervising the activities of the Bureau for Agricultural Land Management).

An important feature of management plans is the inclusion of various alternative management packages. The reasoning behind this approach is to add a significant degree of flexibility to a plan. Each farmer can thereby choose an agreement comprising a package of measures appropriate to his own farming practices, with the individual measures varying from relatively minor adjustments, such as delaying the first mowing of grassland, to a broad programme of measures, regulating fertiliser and pesticide applications for example.

A basic principle of the Dutch system is that a farmer's income should not suffer as a result of agreeing to modify his practices in the interests of conservation. Management plans therefore include an analysis of a control area selected for the correspondence of its agricultural conditions with those existing in the plan area before the introduction of conservation measures. The compensation rates laid down in the plan are based on the differences in output, labour input and production costs between the control area and the practices proposed for the plan area. Two additional forms of compensation may also be payable. Where a farmer's buildings and equipment cannot be fully exploited as a result of the adoption of new practices, an 'adjustment indemnity' may be added to his compensation for up to 18 years. Landowners who rent parcels of land to tenant farmers may also receive an additional payment where local rents fall due to the effects of implementing a management plan. In this case, however, the amount is deducted from the compensation payable to the tenant.

Once a management plan is formally adopted, farmers located in the area may sign agreements with the Bureau for Agricultural Land Management, though there is no obligation to do so. In discussions with the Bureau the farmer chooses one of the packages laid down in the plan - no variations are permitted - and signs a contract to that effect, either for the whole or a part of his farm (though the farmer is entitled to withdraw from the agreement after a trial period of one year). All agreements in a single plan expire simultaneously at six-yearly intervals in order to facilitate revisions to the plan, both in the conservation measures to be adopted and in the rates of compensation. The duration of each contract is therefore dependent on the stage within this six year period at which it was signed.

A Case Study: Midden-Opsterland

A typical example of the application of management agreements is to be found in the area known as Midden-Opsterland to the east of Leeuwarden in the province of Friesland (Figure 4). The locality is largely open, low-lying fenland featuring a characteristic pattern of grazing meadows, hedgerows and copses. A wide variety of birdlife is to be found in the area, such as lapwing, black-tailed godwit, snipe, geese, buzzard and long-eared owl. A zone of about 900 hectares was designated under the Relation Paper as a management area and reservation area (Figure 5). This zone

formed part of a larger unit where ownership of the various parcels was being rationalised in a land consolidation project.

The designated area comprised three separate districts (Figure 6):

- 'Dal van het Alddjip' (315 hectares) designated as a management area
- 'Van Oordt's Mersken' (470 hectares) designated as a reservation area
- 'De Fennen' (95 hectares) designated as a reservation area.

For comparative purposes a region of 70,000 hectares surrounding these three districts was designated as the control area.

Dal van het Alddjip is a grassland area, extending entirely or in part over 22 farms. The livestock are mostly dairy cattle, though a few sheep are also kept. Van Oordt's Mersken is similar in character, with 29 farms falling in whole or in part within the designated area. De Fennen is also primarily grassland and, although the smallest of the three districts, is divided over 32 farms.

The broad goals specified in the plan include, for the management area:

- the maintenance and development of the botanical and ornithological diversity along the watercourse
- the maintenance of the visual diversity of the area
- the maintenance of peace and quiet,

for the reservation area, for as long as the land remains in private ownership:

- the maintenance of the botanical diversity
- the maintenance of the area as a habitat for the existing population of breeding birds
- the maintenance of the area as a site for migratory and overwintering birds
- the maintenace of the visual diversity of that part of Van Oordt's Mersken known as Rome,

and for the reservation area when the land has been purchased by the Bureau:

- the maintenance and development of the existing and potential natural value of Van Oordt's Mersken.

To achieve these goals, five packages of measures were developed for each of the three districts, apportioned over two zones differentiated on the basis of the natural features of each district (Figure 6):

DAL VAN HET ALDDJIP

Zone A:

Package 1

- maintenance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June
- no grazing between 12th April and 1st June
- no mowing between 12th April and 15th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 15th June.

Package 2

- maintenance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 16th June, except within two days of grazing by livestock
- no grazing between 7th May and 16th June
- no mowing between 7th May and 26th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 26th June

Package 3

- maintnance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 1st July
- no mowing or grazing between 12th April and 1st July
- mowing to be done from the centre of the fields
- no manure or slurry to be applied

Zone B:

Package 4

- maintenance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grass-

land
- no rolling, hoeing or harrowing between 12th April and 15th June, except within two days of grazing by livestock
- mowing to be done from the centre of the fields

Package 5

- maintenance of the existing water management and drainage systems
- no chemical pesticides to be used
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June, except within two days of grazing by livestock
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 15th June.

In addition to the above provisions, an extra measure can be included in each of the five packages:

- the provision and maintenance of timber fencing around the fields.

VAN OORDT'S MERSKEN

Zone A:

Package 1

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June
- no grazing between 12th April and 1st June
- no mowing between 12th April and 15th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 12th April and 15th June

Package 2

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June
- no grazing between 12th April and 1st June
- no mowing between 12th April and 15th June

- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 15th June

Package 3

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 16th June, except within two days of grazing by livestock
- no grazing between 7th May and 16th June
- no mowing between 7th May and 26th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 12th April and 26th June

Package 4

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 16th June, except within two days of grazing by livestock
- no grazing between 7th May and 16th June
- no mowing between 7th May and 26th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 26th June

Zone B:

Package 5

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June, except withn two days of grazing by livestock
- mowing to be done from the centre of the fields.

In addition to the above provisions, an extra measure can be included in each of the five packages:

- the provision and maintenance of timber fencing around the fields.

DE FENNEN

Zone A:

Package 1

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June
- no grazing between 12th April and 1st June
- no mowing between 12th April and 15th June
- mowing to be done from the centre of the fields

Package 2

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June
- no grazing between 12th April and 1st June
- no mowing between 12th April and 15th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 15th June

Package 3

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 16th June, except within two days of grazing by livestock
- no grazing between 7th May and 16th June
- no mowing between 7th May and 26th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 12th April and 26th June

Package 4

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 16th

June, except within two days of grazing by livestock
- no grazing between 7th May and 26th June
- no mowing between 7th May and 16th June
- mowing to be done from the centre of the fields
- no manure or slurry to be applied between 1st September and 26th June

Zone B:

Package 5

- maintenance of the existing water management and drainage systems
- no spraying of entire fields with chemical pesticides
- no rotovating, ploughing or levelling and resowing of grassland
- no rolling, hoeing or harrowing between 12th April and 15th June, except within two days of grazing by livestock
- mowing to be done from the centre of the fields

In addition to the above provisions, an extra measure can be included in each of the five packages:

- the provision and maintenance of timber fencing around the fields.

The calculation of the annual compensation payable for each package is based on three factors as compared with the control area:

- the difference in output from the grassland, calculated in so-called 'kilograms Fodder Milk Units' (kFMU), the amount of grass from the respective pasture needed to produce a unit of milk and valued at Nfl 0.41 per kFMU

- the incraase in labour costs, calculated in man hours at Nfl 23.40 per hour

- the difference in production costs, often a negative value.

The values calculated in this way are to be adjusted each year in line with the general increases in costs.

For the three districts, the values laid down in the plan were as follows:

Table 1

	Difference in output per ha (kFMU x Nfl 0.41)	Increase in labour costs per ha (man-hours x Nfl 23.40)	Difference in production costs per ha (Nfl)	Max. adjustment indemnity per ha
DAL VAN HET ALDDJIP				
Zone A:				
Package 1	881.50	23.40	-230.00	275.00
Package 2	838.45	23.40	-217.00	265.00
Package 3	1213.60	23.40	-293.00	365.00
Zone B:				
Package 4	303.40	23.40	-236.00	70.00
Package 5	303.40	23.40	-30.00	70.00
VAN OORDT'S MERSKEN				
Zone A:				
Package 1	885.60	0	-229.00	250.00
Package 2	885.60	0	-85.00	250.00
Package 3	856.90	0	-222.00	240.00
Package 4	856.90	0	-76.00	240.00
Zone B:				
Package 5	338.25	0	-66.00	55.00
DE FENNEN				
Zone A:				
Package 1	904.05	0	-288.00	225.00
Package 2	904.05	0	-118.00	225.00
Package 3	893.80	0	-285.00	220.00
Package 4	893.80	0	-114.00	220.00
Zone B:				
Package 5	428.45	0	-156.00	55.00

For the extra measure 'the provision and maintenance of timber fencing around the fields' the annual compensation was fixed at Nfl 0.65 per metre.

Thus, a farmer with a total area of grassland of 25 hectares in Zone A of the management area Dal van hat Alddjip who agrees to adopt Package 3 would receive annual compensation calculated as follows:

Difference in output per hectare	1,213.60
Increase in labour costs per hectare	23.40
Difference in production costs per hectare	-293.00
Adjustment indemnity per hectare (maximum)	365.00
	1,309.00
	x 25
Total	Nfl 32,725.00

Implementation

The stated objective in the 1975 Relation paper was to bring the 200,000 hectares of agricultural land with the highest natural value under a new protection regime - 100,000 hectares in management areas and 100,000 hectares in reservation areas. But although this regime was formaly established in 1977, the aggregate area given protection is considerably below the original goal. The total area of land within management areas and subject to management agreements by 31st December 1984 was 1,206 hectares with a further 2,476 hectares in reservation areas; 2,172 hectares within reservaton areas had been purchased and thereby brought under full protection (Table 2).

Why should this total be so low? Three factors can be posited as contributing to this slow progress. First, the original objective of 200,000 hectares has since been refined by the government into a firm commitment to giving protection to only 100,000 hectares; extending the aggregate total to 200,000 hectares will require a specific decision by the Minister of Agriculture, the Minister of Environment and the Minister of Finance.

Second, the necessity to draw up a management plan prior to the signing of agreements in a management area can result in a lengthy process, involving a major consultation exercise and requiring the allocation of considerable resources on the part of the Commission for Agricultural Land Management. The first management plans date from 1981; completing plans for the remaining areas will inevitably be a protracted process.

Finally, management agreements are entirely voluntary; no farmer is obliged to modify his practices for conservation ends. The take-up of agreements in areas where management plans have been drawn up is therefore invariably limited. By 31st December 1984, out of a total of 8,721 hectares in management areas for which plans had been prepared, agreements had been concluded for a total of 1,206 hectares - just 14 per cent. (The comparable figures for reservation areas are 12,051 hectares and 2,476 hectares -

20.5 per cent). It would, fo course, have been unrealistic to expect a complete take-up; the management agreement is a novel instrument and farmers will inevitably be wary of making a commitment which entails shifting to a less intensive form of agriculture. It must also be said that it is is only since 1st January 1983 that management agreements have included a provision for a trial year, a choice of packages and the possibility of signing an agreement covering only part of a holding. Nevertheless, now that management agreements are more generally understood and farmers in management areas have had the opportunity to observe the experience of their neighbours who did sign contracts, it is notable that the early plans have yet to have effect on a broad scale: of the total of 2,866 hectares of agricultural land subject to management plans in 1981, only 646 hectares (23 per cent) was protected by agreements after three years.

Management Agreements in Practice

The manner in which a policy instrument is applied can often determine its effect. The management agreement is no exception. It cannot be said that until now management agreements have made a major contribution to nature conservation in the Netherlands. There is, after all, only about 3,700 hectares subject to agreements. But to what extent management agreements are likely to modify farming practices is open to some dispute.

The Bureau for Agricultural Land Management has a positive view of the impact of the instrument. It sees management agreements playing an important role in conservation which could not be achieved by other means. Certainly that is true; there is no comparable instrument in the Netherlands for encouraging farmers to introduce an 'active' form of environmental management on their land. Moreover, the farming community is now favourable to the concept, seeing it as a way of maintaining income at the same time as restrictions are imposed which lead to lower output, higher production costs or overcapacity. Furthermore, the implications of such an arrangement are not lost on farmers in a period of substantial agricultural surpluses. Indeed, one of the goals of the Relation paper was to provide a measure of support for agriculture in areas of high landscape value where it is often in a difficult position but where an extensive form of farming may well contribute to conservation objectives.

Conservation organisations, although generally positive towards the instrument, are less enthusiastic over the effect of management agreements than the Bureau, feeling that any conservation benefits have been marginal. Five issues are raised to account for this limited impact. First, it is claimed that relatively few significant improvements can be attributed to the instrument compared with the situation which would have prevailed if no action had been taken. This is because management agreements are not sufficiently attractive to deter the more progressive farmers from modernising their holdings. The system is entirely volun-

tary, and if one of the packages on offer is not attractive to a farmer he will forgo an agreement. Moreover, many farmers will opt for one of the less demanding packages carrying only marginal environmental benefits. These packages will in any case be compromises between agricultural and conservation objectives. But while a farmer's income will be fully protected, fragile habitats will not be - nature has certain minimum requirements for survival which are not answerable to compromise.

This problem leads to the second difficulty in applying management agreements. Because of the rigid nature of the designation system, no mechanism exists for transferring resources to other areas where farmers decline the offer of an agreement. The provisional limit on management areas of 50,000 hectares is a maximum; in practice a substantial proportion of this total will continue to be farmed without any special protection simply because many farmers will prefer to remain free of restrictions. Without a measure of flexibility in the application of management agreements, the final area of land brought under control is likely to be considerably less than the original objective.

Third, the application of the instrument in practice has had important implications for other forms of land management, notably development planning, land consolidation and the less favoured areas.

The major difficulty concerns development planning. Municipal land-use plans in the Netherlands may contain provisions aimed at protecting agricultural areas of high natural value. Such protection is distinct in character from that provided by management agreements in that it is prohibitive in nature. Relevant examples are a general prohibition on lowering the water table in a designated area and on the removal of hedgerows; alternatively, these types of practices might only be permissible on the granting of a licence by the municipality. Since the advent of management plans, however, there is some evidence that municipalities are surrrendering some of their responsibilities in this area on the assumption that conservation is primarily to be regulated through management agreements. At the same time, some of the provisions taken up in management agreements are essentially planning measures. In the Midden-Opsterland management plan, for example, the basic element of all packages is the maintenance of the existing water management system - a provision within the scope of development planning. The result is that a proportion of the conservation measures applied to agriculture unnecessarily carry a compensation commitment and do not form part of a mandatory environmental control regime.

A further difficulty associated with the application of management agreements is their close association with land consolidation projects. It was noted that the Midden-Opsterland management plan was drawn up in an area subject to a rationalisation of the ownership pattern of agricultural land. In practice this association is the rule rather than the exception since the preparation of a maagement plan is allocated a high priority in

those districts where a land consolidation project is to be initiatied. This practice is understandable given the far-reaching consequences that land consolidation can have for the natural environment through the creation of fewer, larger parcels of land. As a result, however, areas possessing exceptionally high natural value but where no land consolidation project is planned in the near future may well be allocated a lower priority, and the application of conservation measures thereby deferred.

A third difficulty in the relationship with other forms of land management concerns less favoured areas (LFAs). In an attempt to reduce the wide disparities in agricultural incomes within the European Community, a system of aids was introduced to compensate farmers in areas with natural handicaps. The only LFAs in the Netherlands within the meaning of the Directive are those falling within the scope of Article 3(5) where farming is hindered by certain 'specific handicaps' and presently totals 18,861 hectares. To qualify for aid a farmer in a registered LFA is required to apply to the Bureau for Agricultural Land Management. If approved, a contract will be drawn up listing the natural handicaps which the farmer is not to destroy or try to eliminate. In this sense it is a 'passive' measure; the farmer is not required to actively maintain the features. Because of the nature of the Dutch landscape, the areas designated as LFAs also tend to be of high natural value. Indeed, the Relation Paper went one step further and included the LFA provisions in the array of measures which could be applied to 'make a meaningful start on a common policy for areas where farming is also to realise the objectives of nature and landscape management' (p 33). This connection is even more explicit in practice since until now sites allocated as management areas are almost exclusively designated LFAs. A farmer who applies for a management agreement will therefore often be offered a simultaneous LFA agreement (though this applies only within management areas; reservation areas have not been included within LFAs because of the intention to bring the land into public ownership). In the Midden-Opsterland plan, for example, the possibility of additional annual compensation under the LFA Directive of Nfl 181.50 per hectare for the management area Dal van het Alddjip was clearly stated (although this would be taken into account in assessing the difference in production costs relative to the control area).

Because the areas designated as LFAs are nearly all of conservation value, it is likely that most would be subject to management plans eventually. However, the designation of an area as an LFA often appears to have triggered the production of a management plan. The conclusion to be drawn is that the order in which plans are being drawn up is strongly influenced by LFA designation. As in the case of land consolidation projects, the result is that factors other than the natural value of an area play a major role in determining the priority to be allocated to it for the preparation of a management plan. According to the Bureau the coupling of these two instruments is beneficial for conserva-

tion in that LFA aid acts as a stimulus to a farmer to agree additionally to a management agreement. Certainly, in the case of the less dynamic farmer who plans no improvements to his holding this would be expected; once a farmer has signed an LFA agreement, he may feel that the further restrictions involved in a management agreement are not too onerous. In about half of the cases, however, it is clear that farmers accept LFA aid but decline the offer of a management agreement with its additional restrictions.

The two final problems of concern to conservation organisations arise from rather more subtle implications of the application of management agreements. The first centres on the principle of compensating farmers for the imposition of controls on the manner in which they may cultivate their land. A distinction must be made here between maintaining an area in its existing state and requiring a farmer to undertake certain operations to enhance the locality's natural value. The philosophy underlying management agreements is one involving 'active' management, that is the carrying out of specific operations to the benefit of the natural environment. In practice, however, the distinction is subject to some confusion. This is unfortunate since the objective of management agreements is crucial to the whole question of whether compensation should in principle be paid. If there is a general public interest in conserving the natural environment, it might be argued that the imposition of restrictions on a farmer requiring him to maintain an area in its existing state is analogous to many other public controls on private activities, such as the preservation of historic buildings, and similarly need not carry a commitment to compensation since no additional cost is imposed on the party concerned (though this is not to say that he will suffer no economic disadvantage as a result). However, the requirement that a farmer conduct his affairs in a different manner is conceptually a distinct form of control, imposing direct costs on the person concerned (analogous to an obligation placed on the owner of a historic building that he restores it to its original, pristine condition). In this case some form of subsidy is generally accepted as just.

The difficulty with management agreements in practice - as clearly demonstrated by the Dutch experience - is that they are seen as a general form of environmental control on an activity, which previously has been subject to relatively few restrictions, and which also carries a compensation element. Farming interests therefore interpret their use as the establishment of the compensation principle for <u>any</u> restriction on the further development of agriculture, particularly new environmental controls, and will press for its inclusion in any future policy initiatives. This perception has only been reinforced by the apparent shift in the locus of control from municipal development plans to management plans. The establishment of this principle is clearly an important issue and may imply, for example, that the introduction of widespread environmental controls on agriculture will founder on theprohibitive level of compensation which will need to be paid.

The final problem arising from the application of management agreements concerns the environmental implications for those regions which fall outside the areas designated for protection. In the Netherlands the effect of conservation policy is to make a clear distinction between land possessing high natural value and deserving special protection, and the remaining rural areas of lesser value. But while this approach may provide a broad protection regime for the designated areas, it carries the implication that the remaining land is free of controls and that agriculture is to be allowed to develop as it wishes. Certainly, this is how Dutch agricultural interests interpret conservation policy, regarding the designated area as their concession to conservation. This view is apparently shared by municipal planning authorities in the non-designated areas, who rarely refuse a farmer a licence for an agricultural activity on conservation grounds. With only a minority of agricultural land subject to special protection through designation, the wider implications of this approach may well prove to carry serious disadvantages for conservation.

5. CONCLUSIONS

The Dutch system of management agreements is without doubt a sophisticated approach to nature conservation in agricultural areas. Essentially it comprises three elements:

- the designation of agricultural land with high natural value, provisionally limited to a maximum of 100,000 hectares, divided between highly valuable reservation areas, where the ultimate aim is to bring the land into public ownership, and management areas where control is to be exercised through voluntary management agreements

- the preparation of a management plan for each designated area, setting out conservation objectives, the agricultural practices necessary to achieve those objectives, and alternative packages with fixed rates of compensation for farmers to choose from in selecting a suitable agreement

- the signing of a contract for a maximum period of six years with an individual farmer, laying down the measures he will be obliged to carry out and the annual amount he will receive as compensation.

Despite the political difficulties often encountered in attempting to reconcile agriculture and conservation, management agreements have found broad support among the farming community. This support follows from three key features of the system - it is entirely voluntary in nature; in an economic environment where ceilings on agricultural production seem increasingly likely, compensation is available for measures which may lead to lower output; and the designation of a minority of agricultural land for special protection infers that the remainder is to be free from environmental controls.

Conservation organisations are also generally positive in their view of management agreements, albeit in a more guarded way. From the nature protection point of view, five problems have arisen, largely as a consequence of the manner in which the instrument is applied. First, the voluntary nature of management agreements means that many farmers - primarily the most dynamic - will decline the offer of a contract and thereby render a management plan ineffective. Second, the rigid nature of the designation and planning process means that there is no mechanism for shifting conservation resources from sites where management agreements have not been taken up to other, non-designated areas. Third, a certain confusion exists as to the boundary between management agreements and municipal development plans, with the result that management plans include some measures which are essentially land-use planning matters while municipalities are tending to see the conservation of valuable areas as primarily a task for management plans. Farmers are therefore being compensated in certain cases for restrictions on their activities which would normally be regulated in development plans with no necessity for compensation. At the same time, the close linkages between the instrument, land consolidation projects and the implementation of the Less Favoured Areas Directive mean that areas of high natural value which are not part of a land consolidation project or a less favoured area are allocated a lower priority for the preparation of a management plan. Fourth, the introduction of management agreements is seen by the farming community as the establishment of the general principle that any restriction on agricultural practice should carry full compensation for loss of income. Finally, the interpretation by agricultural interests that the designation of a minority of land for special protection infers that the remaining area is to be free from environmental controls is shared by the conservation groups, though, of course, is seen as a serious problem rather than a positive result.

It cannot be said that the introduction of a system of management agreements has resulted in a major improvement in the protection of the natural environment. With a total of only about 3,700 hectares presently subject to agreements it would be unrealistic to think otherwise. The number of management plans and agreements is increasing steadily, however, and within a few years the protection offered by management agreements is likely to play a significant role in Dutch nature conservation. However, the instrument's most important achievement may well be political rather than environmental. Prior to the introduction of management agreements, farmers and conservationists saw their interests as irreconcilable. Now, for the first time, an area of common ground has been found. Farming and conservation can only be reconciled if farmers and conservationists learn to negotiate with each other. At least in the Netherlands they are now on speaking terms.

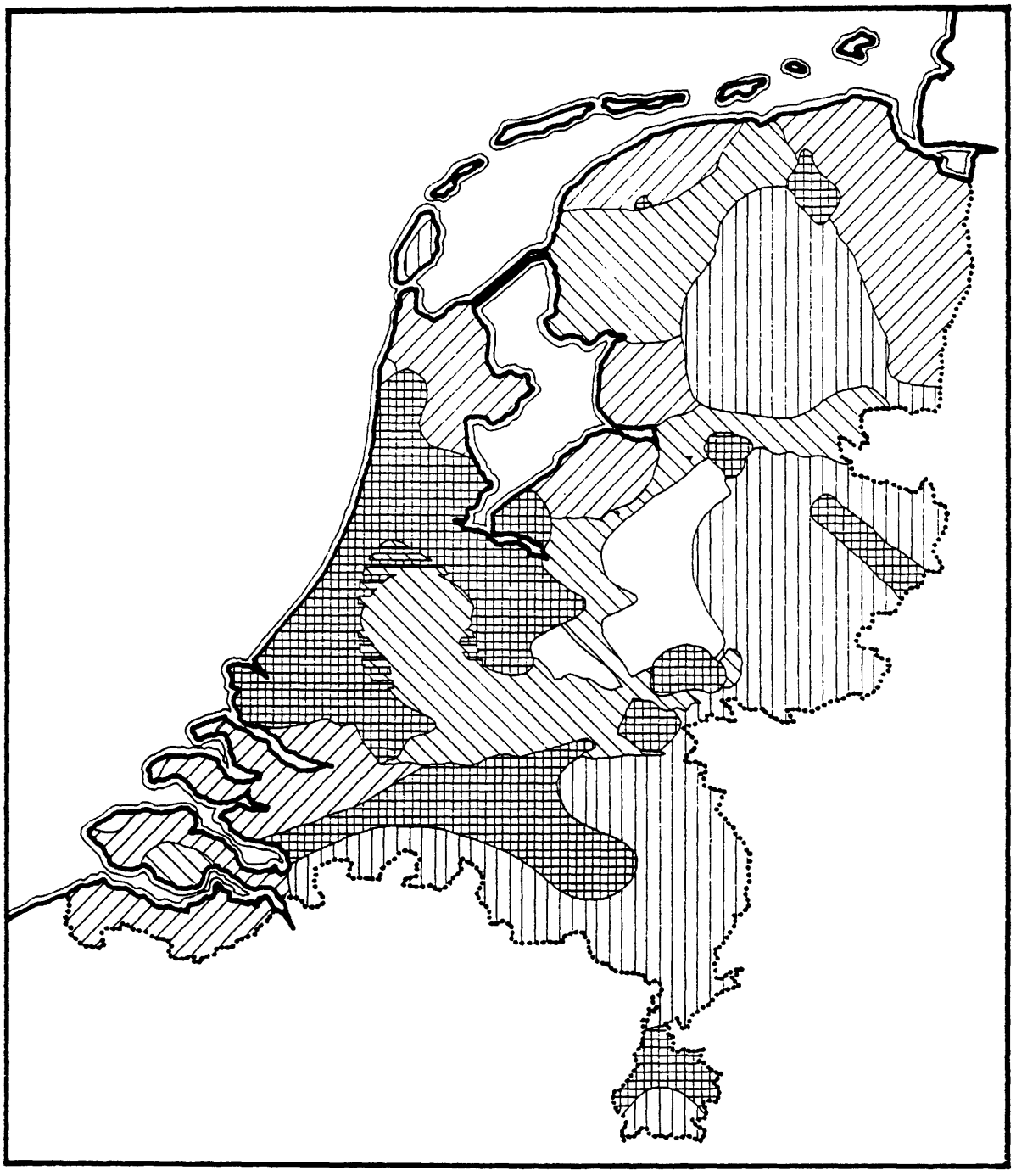
TRANSLATIONS

Association for the Conservation of Natural Monuments	Vereniging tot Behoud van Natuurmonumenten
Bureau for Agricultural Land Management	Bureau Beheer Landbouwgrounden
Commission for Agricultural Land Management	Commissie Beheer Landbouwgronden
Council for Agricultural Land Management	Stichting Beheer
Development Plan	Landbouwgronden Bestemmingsplan
Fertilisers Bill	Ontwerp-meststoffenwet
Forestry Service	Staatsbosbeheer
Ground Protection Act	Wet bodembescherming
Landscape Elements Maintenance Agreements Command	Beschikking onderhoudsovereenkomsten landschapselementen
Large landscape unit	Grote landschapseenheed
Maintenance agreement	Onderhoudsovereenkomst
Management agreement	Beheersovereenkomst
Management of Agricultural Land Bill	Ontwerp-wet beheer landbouwgronden
Minister of Agriculture	Minister van Landbouw en Visserij
Minister of Finance	Minister van Financien
Minister of Housing, Planning and Environment	Minister van Volkshuisvesting, Ruimtelijke Ordening en Milieubeheer
National landscape	Nationale landschap
Nature Protection Act	Natuurbeschermingswet
Paper Concerning the Relation Between Agriculture and Nature and Landscape Conservation	Nota betreffende de relatie landbouw en natuur- en landschapsbehoud
Paper on Rural Areas	Nota landelijke gebieden
Provincial Commission for Agricultural Land Management	Provinciale Commissie Beheer Landbouwgronden
Provincial landscape	Provinciale landschap

Reservation area	Reservaatsgebied
Structure plan	Streekplan
Structure Scheme for Nature and Landscape Conservation	Structuurschema natuur- en landschapsbehoud
Structure Scheme for Open-air Recreation	Structuurschema openluchtrecreatie
Structure sketch	Structuurschets

Table 2: Implementation in Management Areas and Reservation Areas, 31st December 1984

Province	Area	Commenced	Total area subject to management plans		Area subject to management agreements		Reservation area purchased (ha)
			Management area (ha)	Reservation area (ha)	Management area (ha)	Reservation area (ha)	
GRONINGEN	Sauwerd	01.01.83	222	447	84	109	65
	Lutjegast-Doezum	01.04.85	-	338	-	-	-
FRIESLAND	Workumerswaard	01.07.81	554	-	413	-	-
	Terschelling	01.07.81	1162	-	150	-	-
	Midden-Opsterland	01.04.83	312	566	34	175	26
	De Oude Jokse	01.01.83	-	145	-	21	99
	Schiermonnikoog	01.04.84	285	-	-	-	-
	Bokkewiel	01.01.85	35	-	-	-	-
	Tietjerksteradeel	01.01.85	53	273	-	-	-
DRENTHE	Havelte	01.04.81	129	86	5	8	11
	Diever	01.04.82	47	173	-	18	80
	Ruinen	01.04.83	565	124	10	2	17
	Zuidwolde	01.04.84	354	409	10	19	-
	Dwingeloo	01.07.84	-	211	-	8	-
OVERIJSSEL	Giethoorn-Wannepeerven	01.04.81	-	900	-	318	230
	Dwarsgracht (vaargebied)	01.02.82	-	362	-	169	362
	Dwarsgracht (randgebied)	01.07.83	228	252	9	14	18
	De Weerribben	01.01.85	-	328	-	-	-
GELDERLAND	Polder Oosterwolde	01.04.82	-	198	-	20	30
	Polder Oldebroek	01.04.82	50	-	1	-	-
	Ruurlo	01.01.84	54	39	-	-	9
	Winterswijk-West	01.07.84	74	210	20	4	-
UTRECHT	Lopikerwaard	01.07.81	178	169	13	13	45
	Demmerik D-G	01.07.83	27	149	-	-	39
	Tienhoven-Achteraf	01.07.83	-	211	-	-	-
NOORD-HOLLAND	Uitgeest	01.04.81	240	204	21	58	13
	Eilandspolder	01.04.81	160	891	19	444	180
	Waterland	01.04.83	765	2982	247	1011	553
ZUID-HOLLAND	Vijfheerenlanden	01.07.81	443	311	25	3	311
	Het Oudeland van Strijen	01.04.84	558	177	-	-	34
	Oude Oostdijk	01.07.84	62	-	-	-	-
ZEELAND	De Poel-Heinkenszand	01.10.83	172	130	12	9	53
	Yerseke Moer	01.07.84	94	271	-	-	119
NOORD-BRABANT	Orischot-Best	01.01.80	-	327	-	22	110
	De Mascheggen	01.07.82	679	-	17	-	-
	Het Riels Laag	01.01.82	-	121	-	-	100
	De Rietmusschen	01.01.83	30	50	-	-	20
	De Vilt	01.07.83	-	47	-	-	12
	De Scheeken	01.10.83	249	176	33	3	-
	De Geelders	01.07.84	133	112	2	-	-
	Het Wijboschbroek	01.04.85	50	129	-	-	-
LIMBURG	Mergelland	01.04.83	757	533	81	28	88
Total:			**8721**	**12051**	**1206**	**2476**	**2172**



Areas with agriculture as the primary function

Areas with a mix of agriculture and other uses in larger units

Areas with a mix of agriculture, natural landscape and other uses in smaller units

Areas with natural landscape as the primary function

Areas under urban influence

Figure 1. Zoning of rural areas in The Netherlands

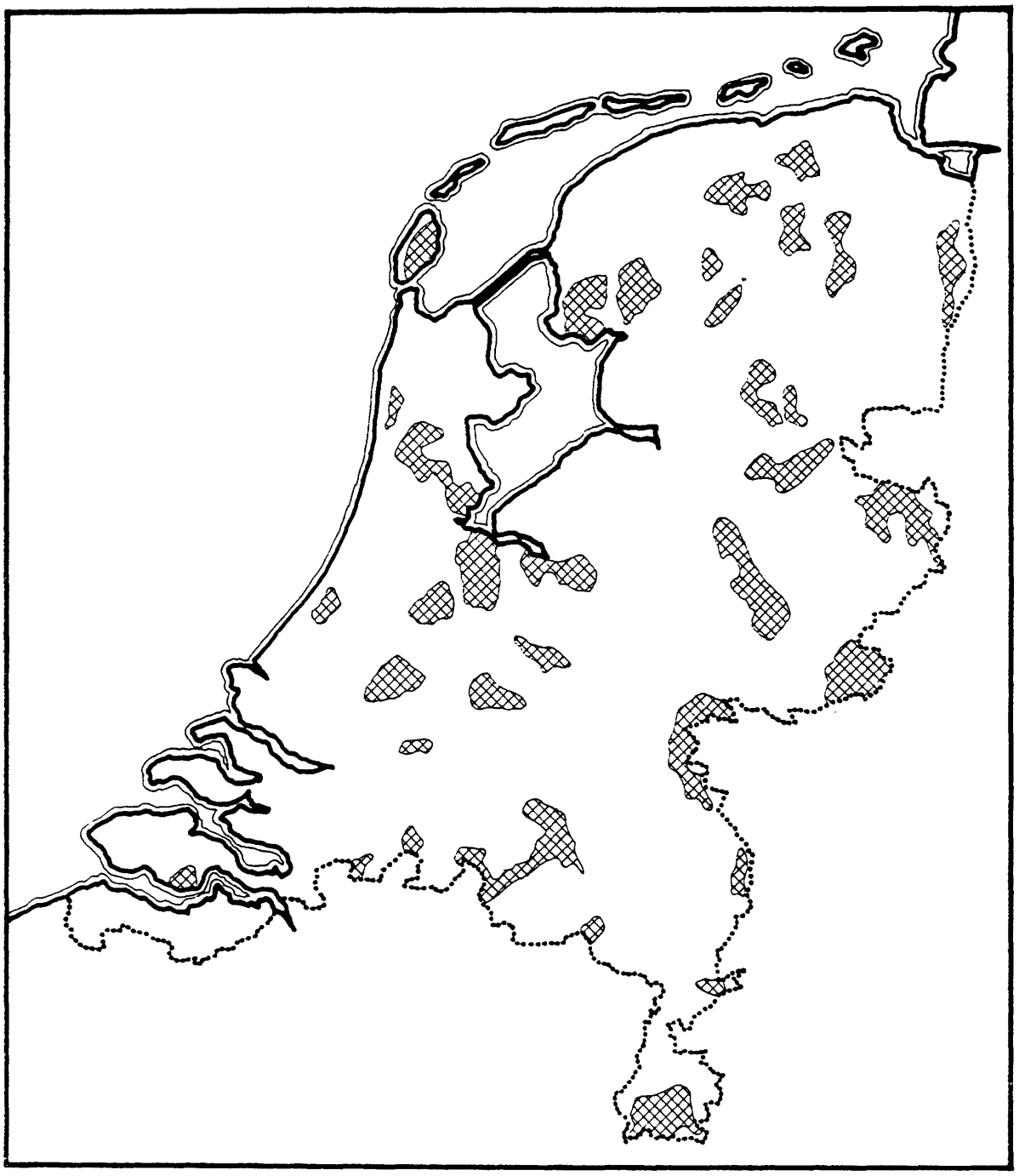


Figure 2. Proposed large landscape units

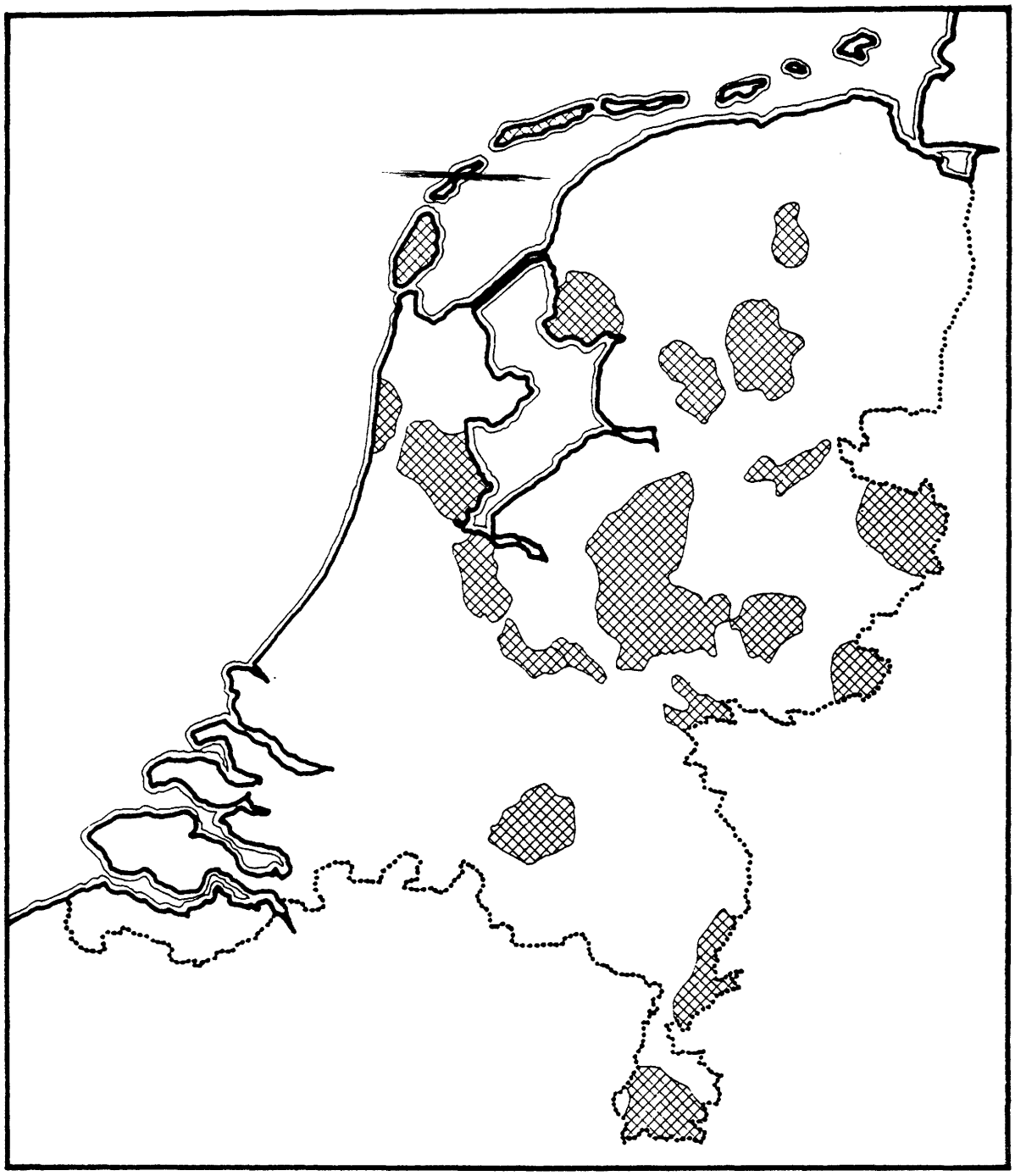


Figure 3. Potential national landscapes

Figure 4. Location of Midden-Opsterland management plan

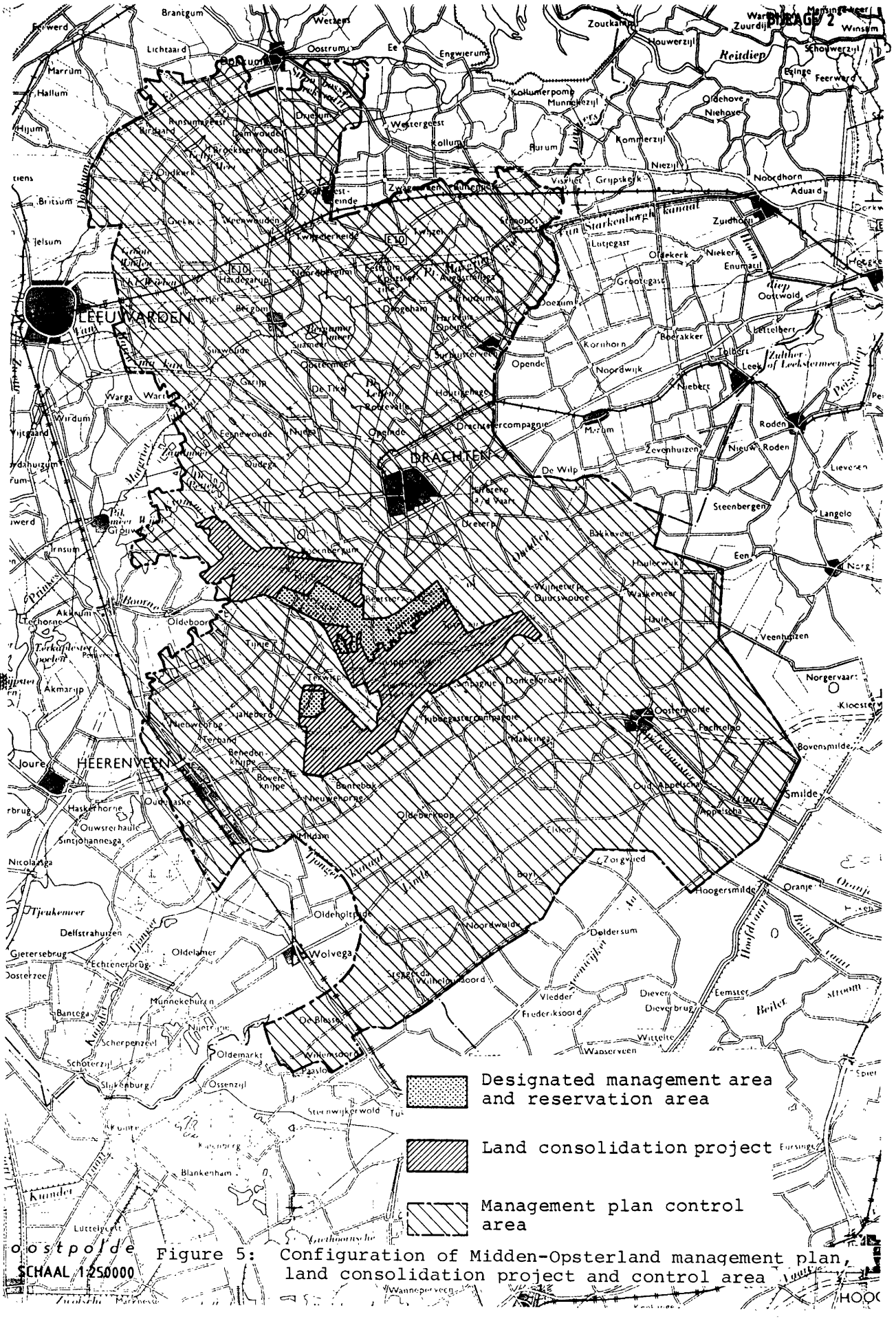


Figure 5: Configuration of Midden-Opsterland management plan, land consolidation project and control area

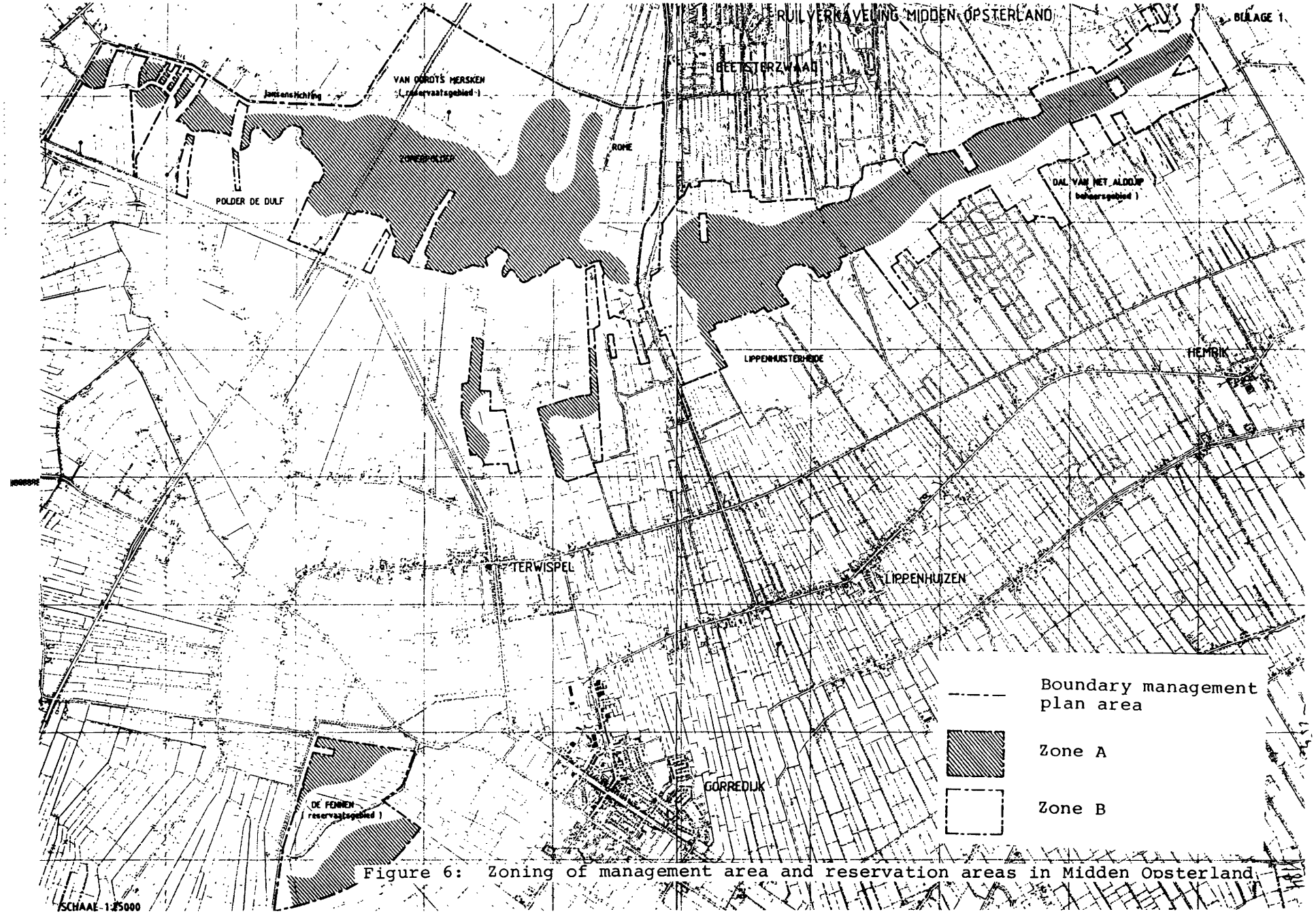


Figure 6: Zoning of management area and reservation areas in Midden Opsterland

Annex 4

MANAGEMENT AGREEMENTS IN THE UK

David Baldock

ACKNOWLEDGEMENTS

Several people helped in the preparation of this report. Special thanks are due to David Ritchie of the Nature Conservancy Council and Jo Meredith of the Countryside Commission.

MANAGEMENT AGREEMENTS IN THE UK

Introduction

Over the last decade, there has been a marked growth of concern in the UK over changes in the countryside, many of them associated with agriculture. Changes in landscape and the loss or destruction of wildlife habitats have been the subject of particular attention and controversy and have been one of the most important areas of environmental debate for several years. Farming is, and is seen to be, the single largest engine of change in the countryside and modern agricultural practise is clearly identified as a threat to conservation goals. Farmers have lost their traditional image as "guardians of the countryside" and relationships between certain agricultural and environmental bodies have become strained. Some of the tone of recent debate is captured in the title of an influential book by Marion Shoard published in 1980 - "The theft of the Countryside" (1).

Policies for reconciling agricultural and environmental goals in the countryside have been in the public eye since 1980 when new legislation, which became the Wildlife and Countryside Act 1981, was debated in Parliament. The history of management agreements in the UK can be divided into two distinct periods - pre 1981 and post 1981. The 1981 Act made management agreements into a key policy tool and gave them a political prominence which they have yet to lose.

Policy Background

Management agreements are a tool of environmental policy in the UK and are negotiated by environmental agencies. A brief account of the policy background and the agencies involved may help to explain the origin and purpose of management agreements of different types and the way in which they have operated.

In order to avoid a complex explanation of the full intricacies of administration in the UK, the differences between England, Wales, Scotland, and and Northern Ireland will be largely ignored in this report. Most of the relevant legislation applies throughout the UK, although there are a few important differences, which will be noted. Similarly, many agencies have responsibility for only certain parts of the United Kingdom. The Countryside Commission, for example, is responsible only for England and Wales and there is a separate Countryside Commission for Scotland. Such arrangements will not be described in detail unless they appear of central relevance to the report.

Contemporary policies for the protection of the countryside can be conveniently divided into two broad categories - those that apply throughout the country and those that apply only within certain designated areas.

(i) The Wider Countryside

In the country as a whole, e.g., outside designated areas, the activities of farmers and other landowners and occupiers are relatively little constrained by environmental legislation, and, unlike in certain other countries, there is no general right of access to farmland. Perhaps the most important legislation is that embodied in the Town and Country Planning Act 1971, and related laws.

Under the "Town and Country Planning" system in the UK which refers to physical rather than economic planning, powers are vested in local authorities, principally District and County Councils, to make local plans and to control certain kinds of development within the boundaries of their authority. In carrying out these functions they are subject to national policy, generally expressed in the form of authoritative "circulars" from the Department of the Environment and its equivalent bodies in Wales, Scotland, and Northern Ireland.

This system of "planning controls" as it is usually called in the UK, regulates all form of urban development, but exercises relatively little control over agricultural operations. Technically, nearly any kind of development or major change in land use, including mining and engineering works, requires permission from the local authority. There is a procedure wherebye applications are made, certain information is required, the proposal is examined by the professional staff employed by the authority, who then usually make a recommendation to a committee of local councillors, which makes the final decisions. However, most forms of agricultural operation, including changes in land use, afforestation, the erection of new buildings (with some exceptions), drainage works etc are specifically excluded from the definition of "development" under this Act. Thus, land may be put into agricultural use, woodland cleared, features such as ditches, ponds and hedges removed and new buildings and roads constructed without any reference to the planning control system.

The exceptions to this rule are relatively minor - for example, there are limited controls on the erection of large farm buildings, on the installation of intensive livestock units close to housing or residential buildings, and there is a system of compulsory prior notification for farm buildings in parts of the Lake District, Peak District and Snowdonia National Parks. There is also a system of "Tree Preservation Orders" which may be used on farm land. In most cases, however, agricultural developments are permitted by right under Class VI of the General Development Order 1977, subsequently amended, which permits building and engineering operations on agricultural land of more than one acre (approx 0.4 hectares) where such operations are "requisite for the use of that land for the purposes of agriculture".

Local authorities do have one mechanism available to them wherebye they can seek to control an agricultural development which they consider to be potentially damaging environmentally. They

can issue an "Article 4 Direction" suspending the farmer's or landowner's general rights in this particular case and requiring a formal application for planning permission to be made before the development proceeds. However, this is only an emergency power. The Secretary of State for the Environment must approve the Direction before it comes into force, the procedure is a fairly cumbersome one and if permission for the development is ultimately refused, the applicant has the right to claim compensation. Not surprisingly, such Directives are used only rarely. In a recent survey by the Council for the Protection of Rural England, (CPRE) covering 39 County Councils in England, only 15 reported ever having used Article 4 Directions to control landscape change. Few counties had used such Directions on more than one or two occasions, and the operations were not all agricultural.

The weakness of local authority powers to control agricultural and forestry operations is a matter of some controversy in the U.K, some of the opposition political parties and the more radical environmental organisations, such as Friends of the Earth, would like to see these powers strengthened considerably. In the CPRE survey quoted above, 35 out of 39 Councils which replied stated that losses of traditional landscapes and wildlife habitats were perceived by their Authorities as a problem. However, only eight of the 39 considered that the policy mechanisms available to them to meet these problems (principally Tree Preservation Orders, Article 4 Directions and the power to make management agreements, discussed below) were adequate to provide satisfactory control.

In addition to the planning controls system, there are a number of other environmental policies applying in the countryside as a whole which are relevant to agriculture. First, there is a general obligation on any Minister, Government Department or public body to "have regard to the desirability of conserving the natural beauty and amenity of the countryside" in their work relating to the land. This duty is laid down in Section II of the Countryside Act 1968. One consequence of this is that the agricultural ministries* which pay farmers capital grants towards the cost of various forms of investment, including new buildings, roads, equipment, drainage, water supplies, waste disposal systems, etc require them as part of the application procedure to complete a declaration saying that they have taken into account the conservation and amenity of the countryside in carrying out such works. However, this declaration is of a very general kind, and farmers apply for such grants only after the works are completed, so that there is usually little or no monitoring of the environmental effects of the works concerned.

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* In England the Ministry of Agriculture, Fisheries and Food
In Wales the Welsh Office
In Scotland the Department of Agriculture and Fisheries for Scotland

Second, there is a somewhat more strongly worded obligation on agriculture Ministers to "further" conservation in carrying out their functions in relation to land drainage. This was imposed by Section 48 of the 1981 Wildlife and Countryside Act. Water Authorities, Internal Drainage Boards and, since July 1985, the Forestry Commission are all required to further conservation interests as well.

Third, under Section 41 of the Wildlife and Countryside Act, agriculture Ministers are required to provide free advice to farmers on the conservation and enhancement of the countryside, a function performed by the Ministry's agricultural extension service ADAS. ADAS advisors are primarily concerned with helping farmers to improve the efficiency of their farms and raise their incomes and although many officers have now received some training in conservation affairs, there is still doubt in some quarters about their suitability for this task.

Fourth, there is a variety of further legislation with fairly specific objectives which is of limited relevance to this study and so will not be enumerated here. Examples includes laws relating to water pollution, mineral extraction, the dumping of wastes and the use of pesticides.

(ii) The Designated Areas

In addition to the policies described above, which apply throughout the UK, there are a number of arrangements which apply only in special areas, designated because of their importance for nature conservation or landscape or recreational or cultural value. Management agreements are used on a much greater scale inside these designated areas than outside, and the type of agreement varies between areas and so it is useful to describe the designation systems and the protection which they confer before discussing the role of management agreements.

At the outset, it is perhaps worth emphasising that an important distinction is made in the UK between "nature conservation" and "landscape conservation" and this is reflected in law, in the designations system, in the structure of relevant institutions and, to some degree, in general discussion.

The principal official body concerned with nature conservation is the Nature Conservancy Council (NCC), which is funded wholly by the Department of the Environment, but is quasi-autonomous. It was created out of an earlier body in 1973 "for the purposes of nature conservation and fostering the understanding thereof". In selecting sites worthy of conservation it relies principally on scientific criteria. On the other hand, responsibility for landscape conservation and recreation in England and Wales is in the hands of a quite separate body - the Countryside Commission. This is also a semi-independant body wholly funded by the Department of the Environment. Its remit is for the conservation of natural beauty and the encouragement of the provision and improvements of facilities for enjoyment of the countryside and

access for open air recreation. The former has its headquarters in Peterborough, the latter in Cheltenham. They are the main bodies responsible for designating the areas described below.

A third semi-independant body, the Historic Buildings and Monuments Commission for England, generally known as "English Heritage" is responsible for historic buildings, ancient monuments and archeological sites. There are around 13,000 scheduled ancient monments, ie. those listed officially under Section 17 of an Act passed in 1979 and a very large number of others not listed and so unprotected. The listed sites are legally protected, although enforcement of the legislation is very limited.

Mention should also be made of the considerable number of private organisations concerned in some way with conservation. A few of these, including the National Trust and the Royal Society for the Protection of Birds, own a considerable amount of land managed for conservation purposes and several others are capable of wielding significant political influence. More than 100,000 hectares of land are protected or totally managed for nature conservation purposes by private organisations, ignoring the National Trust. A list of the main types of site is shown in Table 1.

The most important designated areas are as follows.

a) National Nature Reserves A network of nature reserves designated on the advice of the NCC (in Northern Ireland by the Department of the Environment (Northern Ireland)). Theseare sites of particular national importance and intended to be representative of the range of habitat types found in the country, selected primarily on scientific criteria, with selective recreational and access provisions.

The 1949 National Parks and Access to the Countryside Act gave the NCC's predecessor body the power to create National Nature Reserves (NNR's) either by buying land, leasing land from the owner or by entering a Nature Reserve Agreement with the owner. The Nature Reserve Agreement was one of the first forms of management agreement to be used in the UK. By March 1985, there were 197 NNR's covering 150,470 hectares, of which about 38,000 hectares were owned by the NCC, 22,000 hectares leased and 90,000 hectares secured by Nature Reserve Agreements.[2] Sites only become NNR's once they are protected and the number is growing slowly.

b) Local Nature Reserves These are established by local authorities on land which they own, lease or manage, with some guidance from the NCC. The powers are derived from the same 1949 Act as for National Nature Reserves. "Forest Nature Reserves", which appear in Table 1 opposite, are created by the Forestry Commission on land which they own, but this is not a statutory designation.

c) Sites of Special Scientific Interest (SSSI's) This now

TABLE 1

Protected areas for nature conservation in Great Britain

		Number			Total Area in Hectares
	National Nature Reserve	195			150,003
*	RSPB Reserve	93			43,728
*	Nature Conservation Trust Reserve	c.1,400			44,090
*	Woodland Trust Reserve	102			1,214
	Forest Nature Reserve	11			2,448
	Local Nature Reserve	105			14,371
*	Wildfowl Refuges additional to those covered by other categories	44			11,180 266,034
	Bird Sanctuaries	16			-
	Biological SSSI	3,166	}		
			}	4,150+	1,470,900+
	Geological SSSI	984	}		

* Non-statutory areas owned, leased or to some degree managed by private organisations

Source: Nature Conservancy Council 1984 Nature Conservation in Great Britain
+ Including those covered by other categories above

important category of nature conservation sites first appeared in 1949 as a result of Section 43 of the National Parks and Access to the Countryside Act. This gave the NCC a duty to notify the relevant local planning authority of "any areas of land, not for the time being managed as a nature reserve,[as being of] special interest by reason of its flora, fauna or geological or physiographic features".

Such sites vary greatly in size and type and have grown in number over the years, with about 4,890 designated today (of the 6,000 sites identified). Many SSSI's are on farm land, but a large proportion consist of woods, coastland and other sites not for agricultural use. Initially, they were quite unprotected. In 1968, however, the NCC acquired the power to enter into management agreements with owners or occupiers of SSSI's, making payments if necessary. This power was not used on a very large scale initially, with only 16 agreements being concluded in the first eight years. This grew to about 70 by the time the Wildlife and Countryside Act became law in 1981.

The Act introduced a considerable number of changes into the arrangements for SSSI's. The NCC was required for the first time to notify owners and occupiers of SSSI's (and the Secretary of State) that the land in question had been designated and to specify the operations which it regards as likely to damage the features of interest. A farmer will be served notice of the designation, will have three months to comment or object and will be sent a list of "Potentially Damaging Operations" (PDO's) drawn from a master list, reproduced here as Annex 1. Many of these PDO's are agricultural practises such as ploughing, harrowing or applying pesticides.

Once an SSSI has been notified, the land owner or occupier, who is often, but by no means always a farmer, must inform the NCC if he is intending to undertake a PDO on the site. Performing any such operation without informing the NCC is a criminal offence. On receiving such a notification, the NCC then has two options. It may consent to the works; possibly with some conditions or it may offer a management agreement. This is now the major "trigger" for the negotiation of new management agreements. If agreement cannot be reached within a three month period the occupier can undertake the proposed operation. In a few cases, the NCC may offer to buy or lease the land.

This procedure applies to all SSSI's, including those designated before 1981. For existing SSSI's, the NCC is obliged to go through a process of "renotification", following the same lines as sketched above. This is a time consuming process, as each site has to be examined afresh and the owners located - not always an easy task. Some sites are found to be damaged or degraded in some way and have their status withdrawn, in other cases boundaries are changed or new sites added. In every case a list of PDO's has to be drawn up for the individual site. By the end of March 1986 the NCC had "renotified" 1,972 SSSIs, "denotified" 86, and had yet to deal with 2,000 sites originally

notified before 1981. Furthermore, it had notified 841 totally new sites under the 1981 procedure leaving to be notified over 1,100 new sites identified as meriting SSSI status. Thus the notification of SSSI's under the new law is still very much in progress and is not expected to be completed before the end of 1986. As more SSSI's are formally notified, the number of farmers and other landowners applying to undertake PDO's is growing and the number of management agreements being negotiated is multiplying rapidly.

The 1981 Act also introduced a second form of protection for SSSI's applying particularly to farm capital grants. Under the new system, if a farmer applies for a capital grant from the Ministry of Agriculture for investment or work affecting an SSSI, he is required to consult the NCC. The agriculture Minister is legally obliged to "further the conservation interest" in the land, in so far as this is consistent with the aims of the grant scheme, and to consider any objections by the NCC, but is not required to follow NCC advice or to withold the grant in defined circumstances. If the grant application is refused as a result of NCC objections, then the NCC is under an obligation to offer the farmer a management agreement. This is a second, but much less important "trigger" for management agreements on SSSI's. Only one formal objection of this kind had been made by the NCC by the Autumn of 1984.

Negotiations over management agreements can stretch over a considerable period of time, frequently two years. However, the Act allows only three months of protection to SSSI's after a landowner or occupier has applied to undertake a PDO, thereafter in law the owner is free to proceed with the PDO if negotiations break down or are inconclusive. However, the NCC does have reserve powers which give it some strength in the negotiations. First it has the option of compulsory purchase of the site, although this is expensive and requires the Secretary of State's consent. Second, under Section 29 of the 1981 Act it can apply to the Secretary of State for the Environment for a "Nature Conservation Order" to be issued, which legally prevents the owner from changing the site to the detriment of its conservation value for twelve months. In practise, this is a slow and cumbersome process, and there have been several examples of sites being damaged while the Order was still in preparation. Only nine such Orders had been made by the Secretary of State by the middle of October 1984. However, the existence of this new power does affect the tenor of management agreement negotiations and provides both sides with an incentive to conclude an agreement without proceeding to a further stage of confrontation in cases where the Secretary of State would use this power.

In summary, SSSI's constitute an extensive network of conservation sites, the vast majority of them in private ownership and many on farmland. Once the process of renotification and new notifications is complete there are likely to be well in excess of 6,000 SSSI's. These sites are only partly protected by law and the government relies largely on

voluntary cooperation by farmers and landowners. There are no permanent statutory controls over the use of these sites, most of the leglislation is concerned with the imposition of temporary restrictions while management agreements are being negotiated.

A further set of designations are based not on nature conservation, but primarily on the value of areas judged on landscape, amenity and recreation criteria. A list of sites under four of the most important designations is give in Annex 2.

d) National Parks There are ten National Parks in England and Wales, covering fairly large areas mostly in the uplands. Their location is shown on the map in Annex 2. There are no National Parks in Scotland, but there are "National Scenic Areas", which is a weaker form of designation.

National Parks are designed to promote both conservation and recreation. Created under Section 5 of the 1949 National Parks and Access to the Countryside Act, they are designated by the Countryside Commission. All but the two largest parks are administered by committees of the local county councils. The Lake District and Peak District Parks have their own Boards. In all cases, the park administration has extensive planning control powers, similar to those exercised in the remainder of the country by District Councils. Each park has a permanent staff and its own budget, which is 75 per cent grant aided by the Government. Management plans showing the intended future allocation of resources to projects must be drawn up every five years.

Within National Parks, most of the land is in private ownership and typically there is a large proportion of farm land, with some areas of forest and open moorland. The farmland is mostly of a fairly poor quality, often upland pasture grazed by sheep and cattle. Most farms in National Parks are within the boundaries of the agriculturally Less Favoured Areas, within the meaning of EC Directive 75/268.

Relatively few areas inside National Parks are set aside solely for conservation or recreation and the overall intention is to create a mixed land use. This is achieved partly by persuasion, promotion and example and partly through the operation of the planning control system described above. There is a general presumption against major developments, such as motorways or large quarries in National Parks and it is broadly accepted that planning powers will be exercised with a greater regard to conservation than in the wider countryside. There are slightly greater powers of development control available to National Park Authorities (NPA's) than to other localauthorities, although these scarcely extend their powers over agricultural activities. In parts of the Lake District, Peak District and Snowdonia, farmers are obliged by law to give the NPA's advance warning of any intention to create a farm building under provisions of the Landscape Areas Special Development Order 1950 (LASDO). This gives the NPA the power to stipulate conditions about the design and external appearance of the building if they wish.

Some control over agricultural activities in National Parks is exercised when farmers request a capital grant from the Ministry of Agriculture for an agricultural investment or improvement of some kind. In National Parks, but not elsewhere in the country, (excepting the special arrangements in National Nature Reserves and SSSI's), farmers have to seek the approval of the NPA before starting work on the project for which they intend to apply for grant aid (which is paid retrospectively). The kind of projects which are eligible for grant aid, usually at the higher rates payable in Less Favoured Areas, are the erection of buildings, barns, silos etc, building of roads, field drainage installation, land reclamation, reseeding of old pasture, fencing, supplying water, electricity etc.

Having received this notification, the NPA must respond within a month. A system then comes into play which is somewhat similar to that operating in SSSI's, as described above, where NCC is the relevant authority. The NPA may decide to raise no objection to the proposal, which happens in 85-90 per cent of cases. However, if it objects to some or all of the proposal on the grounds that it will affect conservation or recreation interests, it will open discussions with the farmer, usually proposing modifications. These changes are usually agreed, although in some cases a payment or a management agreement may be involved. All local authorities, including NPA's, have the power to make management agreements to "conserve or enhance the natural beauty of the countryside" under Section 39 of the 1981 Wildlife and Countryside Act and several did so prior to 1981 on the basis of older legislation.

If agreement between the farmer and NPA cannot be reached by direct negotiation, then the agricultural extension service ADAS (the Agricultural Development and Advisory Service) is brought in. Continued disagreement may lead to more formal proceedings, with the NPA lodging its objections with the relevant Minister of Agriculture. If the Minister dismisses the objections, grant is paid. If the Minister upholds the objections, then grant is witheld - but the farmer still has the option of proceeding without a grant. Where grant is witheld, the NPA is obliged by law to offer a management agreement, which will offer compensation based on the net amount of profit forgone by the farmer. Such agreements must adhere to the statutory "Financial Guidelines" described in the next section. The capital grant application procedure thus leads towards a "trigger mechanism" whereby negotiation of a management agreement is instituted.

Some indication of how this system works in practise can be given by a few statistics [4]. In the six month period April to September 1984, the ten NPA's received 2,816 notifications of intended farm capital grant applications.

Of these:- 34 were withdrawn
- 267 were still in progress on 30th September

Of the remainder:- NPA's had no comment and made no objection on

87%
- NPA's had no objection subject to conditions on 5%
- NPA's sought modifications to 8%

Of the cases where modifications were sought (233):- 217 were agreed without a management agreement or financial contribution, usually because only slight modifications were required
- 9 were agreed with a financial contribution or management agreement
- 7 were not resolved

Of these 7 not resolved:- In 3 cases the farmer proceeded without a grant
- In 2 cases the farmers abandoned their proposals
- In 1 case a new owner resolved the problem
- In 1 case the Minister was required to make a decision

These rather detailed figures show that although management agreements are one of the strongest instruments availible to NPA's, they are rarely used in practice as a method of resolving conflicts. NPA's do not have reserve powers equivalent to the "Nature Conservation Orders" available to the NCC on important sites and they have no powers over farmers who choose to forgo capital grants, which typically meet 5-60 per cent of the cost of projects. Their negotiating position is thus weaker and currently there is some discussion about strengthening their reserve powers. The Government is considering the possibility of introducing "Landscape Conservation Orders", which would be equivalent to the NCC's "Nature Conservation Orders".

NPA's have a few additional powers which are not directly relevant to this study, but it can be stated that they rely heavily on promoting a climate of cooperation with farmers and landowners. This is consistent with the Government's strong emphasis on the "voluntary approach" to countryside conservation.

e) Other areas designated for landscape or recreation purposes

There are several other types of designated area in the UK, but they are of marginal relevance to this study and so are mentioned only briefly. All the types listed below are designated by the Countryside Commission in England and Wales.

"Areas of Outstanding Natural Beauty" are more numerous, but very much less protected than National Parks. They are listed in Annex 2. They do not exist in Scotland.

"Heritage Coasts" are a more recent form of designation,

found mostly in the West of Britain, but not in Scotland, they are little protected either. There is a list in Annex 2.

"Country Parks" These are smaller areas, usually around 100-200 hectares designated for intensive recreationsl use. Usually owned by local authorities and often situated near towns they are grant-aided by the Countryside Commission.

"Long Distance Routes" are paths for walking, riding etc. usually 100-200 kilometers in length.

f) EC designations Two EC designations are of interest in this study.

First, are the sites which should be designated as "Special Protection Areas" (SPA's) under Article 4 of the Birds Directive number 79/409. Progress in designating such sites has been slow in the UK, although the Wildlife and Countryside Act 1981 is regarded as having put the necessary legislation on the statute book. Only 15 SPA's out of an expected eventual total of 150-200 had been designated by mid-1985 (5). These sites are all SSSI's, as will be further additions, and they are subject to the arrangements described above, conveniently summarised as partial protection.

Second, more than 40 per cent of the UK agricultural area is designated a "Less Favoured Area", almost all under Article 3 (4) of Directive 75/268. This designation is made by agricultural ministries with the consent of the EC Commission and environmental considerations in the sense of nature conservation or landscape are not taken into account. However, since most of the National Parks and a considerable number of SSSI's and NNR's lie within the Less Favoured Areas, it is worth noting that some management agreements will thus be signed within these areas. Since farmers in Less Favoured Areas rely heavily on subsidies in the form of livestock headage payments and relatively high rates of capital grants, management agreements which compensate farmers for the "net profit foregone" incorporate financialprovisions which closely reflect the pattern of subsidy.

(iii) The General Approach

In concluding this brief survey of conservation policy and designated areas in the UK, it must be emphasised that the crux of the present government's policy is that conservation must be based on a "voluntary approach". The point is acknowledged by the Department of the Environment in evidence to a recent inquiry into the operation and effectiveness of the 1981 Wildlife and Countryside Act, the legislation which launched the new era for management agreements.

"Theprovisions of Part II of the Act depend essentially on the "voluntary approach" to conservation. The alternative would be the imposition of permanent statutory controls on farming and forestry operations. Instead, the Act allows for temporary restrictions in certain areas while management agreements are

negotiated whereby owners and occupiers forego the benefit of improvements to their land in return for compensation. In National Parks and SSSI's, the possibility of the loss of farm capital grant by proceeding without the agreement of the relevant authority provides an incentive for entering into management agreements. Many of the provisions have been fully in force for only 18 months and, in the Department's view, it is too soon to judge their effectiveness, although in general they seem to be working satisfactorily.

The Department recognises that the success of this voluntary approach depends on the cooperation of farmers and landowners with conservationists and on sympathy on their part with conservation objectives. It is encouraged by the growth of Farming and Wildlife Advisory Groups (FWAG), now established in all counties, which aim to explore the local potential for reconciling conservation and the needs of agriculture. As well as the relevant conservation authorities, ADAS, the National Farmers' Union, the Farmers' Union for Wales and other agricultural organisations have played a useful educational role" (6).

There are several other bodies, especially on the conservation side, which are critical of the Act and the role played by management agreements and some organisations which reject the "voluntary approach" altogether. The issue remains a politically sensitive one and a considerable amount of parliamentary time this year has been devoted to making relatively small amendments to the 1981 Act. Management agreements thus have been tinged with controversy since 1981 and this shows no immediate sign of subsiding.

Principal forms of management agreement in current use

a) Evolution since 1949

Both conceptually and in practice management agreements have been evolving gradually since the 1940s, when the foundations for subsequent countryside policy were laid. Agreements whereby farmers undertake to manage land in a particular way stretch back further than this, however, most notably in tenancy agreements. Historically, it was not unusual for landlords to require tenants to accept certain obligations about farm management, not all of which were strictly agricultural or financial. However, while individual landlords and institutions, such as the National Trust, had the right to negotiate special clauses in tenancy agreements before the Second World War, it was the 1949 National Parks and Access to the Countryside Act which inaugerated the use of "management agreements" by public bodies. Under Section 16 of this Act, the Nature Conservancy Council (as it now is) obtained the power to enter into agreements for the management of National Nature Reserves. Under Section 64 local planning authorities were allowed to enter into "Access Agreements" allowing public access to "open country", including some farmland. Under Section

8, localauthorities acquired the powers to make agreements with private landowners about the planting of trees and restoration and improvement of derelict land. All these powers were used, but not on a large scale and the agreements which resulted did not necessarily conform to a standard pattern.

The next major steps occurred about 20 years later. The NCC's powers to make management agreements were extended to cover SSSIs as well as National Nature Reserves under Section 15 of the Countryside Act 1968. Three years later, in 1971, local planning authorities acquired powers to "enter into an agreement with any person interested in land in their area for the purpose of restricting and regulating the development or use of the land" under Section 52 of the Town and Country Planning Act. The potential use of management agreements was extended still further when, in order to aid the protection of scheduled ancient monuments, the Department of the Environment was empowered to enter into agreements with relevant land occupiers under Section 1 of the 1972 Field Monuments Act.

Of these three new powers, only the third, concerned with ancient monuments, was used on a significant scale, with 365 agreements being signed in the first two years, mostly for very small sums.

In the mid 1970s there was growing concern about the loss of wildlife habitats and valued landscapes and it became increasingly apparent that these losses would continue, not only because of urban expansion, road building, quarrying and similar developments, but also because of the nature of modern agricultural and forestry practices. Consequently, attention began to focus on means of preventing or modifying these changes and developing appropriate mechanisms for influencing the actions of private landowners. It was increasingly felt that local authorities did not have sufficient means to modify these changes, especially in the National Parks. Management agreements seemed to many people a desirable tool for influencing landscape change and a number of papers on the subject appeared in the mid 1970s. One of the first ofthese was a document from the Countryside Commission arguing for the creation of new powers and accompanying finance to allow local authorities to enter "landscape agreements" (7). This paper put forward a broad definition of management agreements which still holds good today.

"A management agreement may be described as a formal written agreement between a public authority and an owner of an interest in land (the term "owner" may here include lessees and occupiers) who thereby undertakes to manage the land in a specified manner in order to satisfy a particular public need, usually in return for some form of consideration".

In response to growing pressure, the government announced in 1976 that powers to enter management agreements were needed by National Park Authorities, although in the event the relevant legislation was not passed until 1981. Up to this point, management agreements had been seen more as a method of

formalising cooperation between farmers and public authorities than as a means of arresting change. The areas covered by management agreements were small, the restrictions imposed on landowners generally were not great and where payments were made, these were usually small. One experienced observer, Patrick Leonard, has argued that "the concept of management agreements did not arise in direct response to land use change problems". Originally, he suggests, they were seen as "something positive, a partnership concept" (8).

This is an important point, because the principal countryside debate in the UK over the last decade has been about the Nature and extent of unacceptable change and the best methods of controlling it. In the discussions which preceded the 1981 legislation, one of the main controversies was the ploughing up of moorland for conversion into agricultural use, most prominently in Exmoor National Park where 5,000 hectares underwent this process between 1947 and 1977. Consequently, when the government determined on the use of management agreements alongside the "voluntary approach", as enshrined in the 1981 Act, management agreements effectively assumed a new role as an instrument for the control of change. This is the context in which management agreements now tend to be seen and often judged in the UK. It does, however, mark a significant departure from their original role.

The current legislative framework of protection for designated areas outlined in the preceding section has been in place since the 1981 Act. It is perhaps worth emphasising that in certain circumstances the relevant authorities are now obliged to offer landowners a management agreement and the principle of compensation for profits foregone has become embedded in several types of agreement. The main types of agreement described below arise from national legislation but a considerable number of non-standard, informal and varied forms of agreement continue to be made, often with no money changing hands. In addition, there are two regional experimental schemes of some significance aimed at farmers within a small area and these will be described briefly as well. One of these is the experimental grazing scheme in the Norfolk Broads, which began only in March 1985 and represents perhaps the most recent development in the concept of management agreements in the UK.

Nature Conservancy Council Management Agreements

The Nature Conservancy Council is able to negotiate management agreements for both National Nature Reserves and SSSIs under legislation referred to above. Since the introduction of new arrangements for protecting SSSIs under the 1981 Wildlife and Countryside Act, the NCC has become the agency making the greatest use of management agreements in the UK. The demand for management agreements has now risen to several hundred per annum, compared with less than one hundred in the previous 14 years. Most of the agreements now being negotiated are for SSSIs and arise as a result of farmers or other land users giving notice

that they wish to undertake "potentially damaging operations" (PDOs) on their land. Since fewer than half of all those owning or occupying land designated as an SSSI have been formally notified of this fact under the new law and thus have yet to receive a list of PDOs, there are thousands of farmers who have not yet applied for management agreements, but can be expected to do so at some time in future. The NCC expect that demand for management agreements will be particularly high in the next three to four years.

Although the 1981 Act changed many of the arrangements for management agreements, there is still a distinction between those for National Nature Reserves (under Section 16 of the 1949 Act) and those for SSSIs (under Section 15 of the 1968 Act). In Table 2, which reproduces a list of 154 management agreements completed by the NCC between October 1981 and the summer of 1984, the second column refers to the type of agreement (SI5 or SI6). As the Table shows, only about 10 per cent of agreements in recent years have been for National Nature Reserves (SI6) and the vast majority are for SSSIs. In most respects, the same principles and procedures now apply to both kinds of agreement and for our purposes they will both be referred to as "NCC agreements".

At present there are approximately 4,890 SSSIs covering about 1.5 million hectares, seven per cent of the country, but the total is likely to rise to around 6,000 soon, amounting to perhaps 8 per cent of the land area. Eventually SSSIs may extend to up to 10 per cent of the country and number well in excess of 6,000. About a quarter of all existing SSSIs are designated because of their geological interest and three-quarters because of their biological interest. Biological SSSIs are "located largely within the range of habitats which we call either natural or semi-natural, that is, either unmodified by human intervention or only slightly modified, this area amounting to only about 30 per cent of the whole country in total" (9). Of the biological sites, approximately 10 per cent in total are woodland and a further 10 per cent are quarries or open water, but probably 70 to 80 per cent are subject to some kind of agricultural management. Such sites include old pasture, wet meadows, flood meadows, moorland, salt marsh, bogs, downland, etc. Many SSSIs, especially those in the lowlands, are between five and fifty hectares, but there are a few very large ones, between five and 20,000 hectares, mainly in Scotland and Wales on poor agricultural land.

The NCC is the only body empowered to determine whether or not a site should be an SSSI and although there is a three month consultation period, there is no right of appeal, as the criteria used are intended to be scientific rather than social. Most management agreements on farmland now arise because of the PDO procedure described earlier, but they may also be triggered by NCC objections to a capital grant application or simply come about as a result of discussions between the NCC and the occupier of the land. In practice, the NCC do not always object if farmers propose an operation on the PDO list. For example, they

Table 2

Site location	Section	Hectarage	Agreement		Payment (lump sum)	Annual payment	Annual payment amount per hectare	Reason for payment
			Commenced	Expiry				
1. North Yorkshire	S15	5.56	17.11.81	16.11.84		£175	£31.47	Maintaining chalk grassland
2. Norfolk	S16	18.42	4.12.81	3.12.86		£50	£2.71	Woodland
3. Gloucestershire	S15	1.92	1.1.82	31.12.84		£325	£169.27	Constraints on meadow
4. Gloucestershire	S15	68.79	11.1.82	10.1.2005		£1	£0.01	Negligible amount
5. Shropshire	S15	2.29	4.2.82	3.2.85	£25			Negligible amount
6. Hereford and Worcester	S15	2.64	18.2.82	17.2.88		£160	£60.00	
7. Shropshire	S15	36.73	12.3.82	11.11.2002		£25	£0.68	
8. Shropshire	S15	0.125	15.3.82	14.3.2002		£25	£200.00	Geological features
9. Hampshire	S15	45.04	22.3.82	21.3.97	£200	£851	£12.89	To retain existing chalk grassland and woodland. Payment review on basis of retail prices index
10. West Sussex	S15	4.399	25.3.82	24.3.87		£200.50 (index linked)	£45.57	Constraints on meadow. Agreement with Sussex trust for nature conservation
11. Gwynedd	S15	2.942	25.3.82	24.3.2002		£150	£50.98	Compensation for loss of revenue from pasture land
12. Caithness	S16	2126.0	30.3.82	29.3.2081	£250,000			Restriction on peat extraction and forestry
13. Lanarkshire	S15	153.7	31.3.82	19.7.2001	£50	£20	£0.13	Geological fossil site
14. Perth and Kinross	S15	29.15	31.3.82	10.5.1996		£10	£0.34	To retain uncultivated meadow
15. South Yorkshire	S15	3.31	1.4.82	31.3.83 st		£242	£73.11	To retain as uncultivated haymeadow
16. South Yorkshire	S15	1.94	1.4.82	31.3.83 st		£141.60	£72.98	To retain as uncultivated haymeadow
17. East Sussex	S15	39.76	1.4.82	31.3.2002		£690	£17.35	
18. East Sussex	S15	11.95	1.4.82	31.3.2003		£150	£12.55	
19. Hampshire	S16	103.1	1.4.82	31.3.2007		£250	£2.42	
20. Durham	S15	14.37	6.4.82	5.4.84	£125	£800	£55.67	Constraints on roughish grassland. £125 for fencing
21. Norfolk	S15	13.94	6.4.82	5.4.88		£500	£35.87	
22. Norfolk	S15	40.85	6.4.82	5.4.2003		£22,141	£542.00	Owner wishes to convert grassland to cereal production. Payment reviewed annually
23. Buckinghamshire	S15	58.16	16.6.82	28.9.2006		£450	£7.74	Woodland
24. Gloucestershire	S15	49.37	26.7.82	25.7.94		£75	£1.52	Woodland
25. Gloucestershire	S15	50.99	26.7.82	25.7.94		£75	£1.47	Woodland
26. Durham	S16	23.11	21.7.82	In perpetuity		£878	£37.99	Compensation for loss of grazing income. Payment reviewed every three years on rental basis
27. Berkshire	S15	6.42	29.9.82	24.3.2003		£241	£37.54	Constraint on permanent grass
28. Hereford and Worcester	S15	10.77	8.10.82	7.10.86	£100	£300	£27.85	Quarry. Lump sum is half cost of materials

NCC MANAGEMENT AGREEMENTS OCTOBER 1981-JULY 1984
Schedule of Section 16 (1949 Act), Section 15 (1968 Act) and Short Term (ST) Agreements under the Wildlife and Countryside Act 1981

29. Hereford and Worcester	S15	78.91	28.10.82	27.10.87	£1			To retain unimproved common grazing land
30. Shropshire	S15	0.408	17.11.82	16.11.87		£20	£49.01	Quarry
31. Lancashire	S15	NA	17.11.82	1.2.2004	£1			Quarry
32. North Yorkshire	S15	2.69	10.12.82	9.12.90	£25	£100	£37.17	
33. Derbyshire	S15	12.18	13.12.82	12.12.2002		£1	£0.08	Negligible amount. Oak woodland
34. Wiltshire	S15	NA	30.12.82	29.12.2003		£5		Quarry
35. Wiltshire	S15	NA	30.12.82	29.12.2004		£25		Quarry
36. Hereford and Worcester	S15	1.2	1.1.83	31.11.85		£30	£25	To retain as traditional haymeadow.
37. Gloucestershire	S15	110.88	24.1.83	23.1.2001		£960	£8.65	Paddocks, woodlands and lakes. To maintain area of grazing land and protect Greater Horseshoe bat colony
38. Essex	S15	118.3	27.1.83	26.1.86		£400	£3.38	Salt marsh threatened by reclamation
39. Derbyshire	S15	17.4	28.1.83	27.1.86		£1	£0.06	Negligible amount
40. Oxfordshire	S15	NA	7.2.83	6.2.2004	£500	£20		Geological site
41. Hereford and Worcester	S15	14.57	11.3.83	10.3.93		£50	£3.43	To retain as unimproved low lying meadow
42. Combria	S15	3.2	22.3.83	21.3.84 st	£1000			
43. Cumbria	S15	7.7	22.3.83	21.3.2004		£2	£0.26	Woodland
44. Wiltshire	S15	NA	29.3.83	28.3.2004		£25		Quarry
45. Birmingham	S15	805	31.3.83	30.3.2001	£2500	£500	£0.62	
46. Gwent	S15	30.76	1.5.82	31.4.85		£200	£6.50	To retain as undeveloped salt marsh
47. Powys	S16	5.9	27.11.82	31.12.2001		£60	£10.17	Preservation of catchment area of Llyn Mire. Payment subject to review every five years
48. Snowdon	S16	19	15.12.82	In perpetuity		£120	£6.31	To retain massif of upland grassland, heath and mire
49. Gwynedd	S16	14.01	13.1.83	9.5.2000		£500	£35.68	Bog land. Payment reviewed with index of retail prices
50. Dyfed	S15	3.25	24.2.83	31.8.2001		£150	£46.15	To retain as herb rich fields. Payment reviewed on basis of index of retail prices
51. Gwynedd	S15	38.33	14.3.83	28.9.91		£175	£4.56	Agreement with British Association for Shooting and Conservation
52. Ross and Cromarty	S16	3483.0	20.12.82	19.12.2012	£27.500			To retain as uncultivated forest, mire and upland wet heath
53. Humberside	S15	2.68	1.4.83	31.10.83 st	£596			To retain as uncultivated flood meadow
54. Humberside	S15	5.52	1.4.83	31.10.83 st	£1228			To retain as uncultivated flood meadow
55. Humberside	S15	17.28	1.4.83	31.10.83 st	£3612.20			To retain as uncultivated flood meadow
56. Humberside	S15	2.52	1.4.83	31.10.83 st	£525.80			To retain as uncultivated flood meadow
57. Shropshire	S15	9.87	1.4.83	31.3.2082	£8,125			Compensation for loss of grazing income
58. Humberside	S15	3.8	15.4.83	14.4.93		£400	£105.26	To retain as unimproved lowland heath. Reviewed on the basis of current market rental value

Site location	Section	Hectarage	Agreement Commenced	Agreement Expiry	Payment (lump sum)	Annual payment	Annual payment amount per hectare	Reason for payment
59. Birmingham	S15	121.45	27.4.83	26.4.2001		£500	£4.11	Maintenance of woodland and heathland. Agreement with City of Birmingham Council
60. Humberside	S15	3.24	1.5.83	30.4.84 st	£480			To retain as unimproved traditional grazing land
61. Humberside	S15	13.45	1.5.83	31.10.83 st	£1993			To retain as unimproved traditional grazing land
62. Shropshire	S15	5.79	12.5.83	11.5.86		£5	£0.86	Woodland and rough pasture
63. Shropshire	S15	0.918	12.5.83	11.5.86		£100	£108.95	Pasture/marshland. Exclusion of grazing between May and August
64. Essex	S16	29.08	25.5.83		£13.350			For loss of profit assuming arable cultivation after drainage
65. Hampshire	S15	2.7	1.7.83	31.12.85	£2100	£400	£148.14	Woodland
66. Shropshire	S15	5.77	1.7.83	31.12.85	£200	£400	£69.32	To retain as unimproved pasture
67. Norfolk	S15	332	4.8.83	3.8.88		£2500	£7.53	To retain as wet fen marsh, open water and coastal heath
68. Dyfed	S15	30.2	30.8.83	2.1.84 st	£250			To retain as unimproved upland grazing for sheep and cattle
69. Strathclyde	S15	65	14.3.83	13.9.83 st	£160			Constraints on levelling steep areas to provide improved grazing
70. Tayside	S15	4	1.4.83	31.3.94		£150	£37.50	
71. Grampian	S15	163	12.9.83	11.6.84 st	£390			Constraints on improvement of grassland
72. Shropshire	S16	9.53	12.12.83	In perpetuity		£110	£11.54	
73. Leicestershire	S16	8.671	6.4.83	5.4.2004		£584	£67.35	To retain as natural hay meadow
74. Durham	S15	1.84	5.10.82	4.10.85	£1			To retain as limestone grassland
75. Durham	S15	8.09	8.11.83	5.4.84 st	£580			
76. Cumbria	S15	3.17	1.1.82	1.1.97		£450	£141.95	
77. Cumbria	S15	2.89	1.5.83	30.4.85		£500	£173.01	
78. Suffolk	S15	2.97	6.4.83	5.4.86		£700	£235.69	To retain as unimproved permanent pasture. Annual payment linked to retail prices index
79. Cumbria	S15	23.47	21.7.82	20.7.89		£50	£2.13	To remain in uncultivated state
80. East Sussex	S15	5.03	16.2.84	15.2.89		£150	£29.82	To retain as herb rich meadow
81. Derbyshire	S15	1.61	21.2.84	24.3.2001		£96	£59.62	
82. Wiltshire	S15	31.56	22.11.83	23.3.2003		£401	£12.70	Woodland
83. Hereford and Worcester	S15	1.11	1.4.82	31.3.85		£45	£40.54	To retain as unimproved pasture
84. Gwynedd	S15	2.942	26.7.82	24.3.2002		£150	£50.98	

Table 2 continued

85. Gwynedd	S15	14.36	5.3.84	28.9.90		£400	£27.85	To retain as raised mire and associated wet pasture. Payment reviewed every four years
86. Highland Region	S15		1.12.82	30.11.2007	£850	£50		
87. Cumbria	S15	1.61	1.12.83	30.11.2003		£425	£263.97	To retain as bog
88. Cumbria	S15	12.96	28.2.84	27.2.85 st	£2200			To retain as herb rich meadow
89. North Yorkshire	S15	0.62	6.4.83	5.4.86	£10	£60	£96.77	To retain as unimproved limestone grassland
90. Shropshire	S15	61.92	29.9.83	Annually		£1	£0.01½	Woodland
91. South Yorkshire	S15	3.31	25.3.83	24.3.85		£1578	£476.74	To retain as hay meadow. Annual payment linked to retail prices index
92. Worcester	S15	0.465	29.11.83	28.11.93		£1	£2.15	To be retained as unimproved pasture
93. Suffolk	S16	231.5	1.4.83	31.3.2082		£1	£0.45	To retain as woodland, unimproved wet grassland and foreshore
94. North Yorkshire	S15	5.26	14.3.84	13.3.94		£25		Woodland
95. Northampton	S15	51.4	3.1.84	2.7.84 st	£128.50			
96. Somerset	S15	9.76	1.10.80	30.9.2004		£2,250	£230.53	To retain as wetland hay meadows and adjacent rhyne ditches on peat
97. Hampshire	S15	118.75	1.11.83	30.6.84 st		£4000+ £8000		Woodland
98. Mid Glamorgan	S15	3.79	1.1.80	Annually		£200	£52.77	To retain as uncultivated meadow
99. Lincolnshire	S15	202	28.2.84	30.11.84 st	£505			
100. Somerset	S15	1.3	12.3.84	11.3.2064	£13,465.15			To retain narrow limestone gorge habitat
101. Lincolnshire	S15	80	7.5.84	31.2.85 st	£200			Marsh
102. Kent	S15	17.34	8.3.84	30.4.84 st	£750			Escarpment
103. Kent	S15	17.34	3.5.84	31.7.84 st	£2,500			Escarpment
104. Lincolnshire	S15	10.49	8.6.84	28.3.85 st	£50			Marshes
105. Lincolnshire	S15	12.13	8.6.84	28.3.85 st	£50			Marshes
106. Lincolnshire	S15	16.60	8.6.84	28.3.85 st	£50			Marshes
107. Lincolnshire	S15	14.36	8.6.84	28.3.85 st	£50			Marshes
108. Cumbria	S15	409.1	11.6.84	10.6.85 st	£1			
109. Hereford and Worcestershire	S15	2.63	18.4.84	17.4.99		£1	£0.38	
110. Leicestershire	S15	6.88		St	£50			To prevent clear felling
111. Kent	S15	99.69	9.5.84	8.11.84 st	£4,500			Conversion from marsh to arable proposed
112. Powys	S15	7.99				£1,200	£150.19	
113. Gwent	S15	5.14	8.6.84	7.3.85 st	£12			
114. Perth and Kinross, Tayside	S15	7.04	24.4.84	23.7.84 st	£50			
115. Highland Region	S15			St	£100			
116. Gwynedd	S15	5.11				£350	£68.49	
117. Kent	S15	45.69	25.6.82	25.6.2003		£11,396	£249.42	Conversion from marshland to arable proposed
118. East Sussex	S15	26.3	1.4.84	31.3.2005		£1,000	£38.02	

Site location	Section	Hextarage	Agreement		Payment (lump sum)	Annual payment	Annual payment amount per hectare	Reason for payment
			Commenced	Expiry				
119. Gwent	S16	44.52	21.6.84	20.6.2083	£250			Woodland
120. Strathclyde	S15	30.7	10.2.84	9.2.2009		£3,200	£104.23	Woodland
121. Orkney	S15	206.02	29.6.84	31.3.85 st	£50			
122. Shetland	S15	1.03	1.6.84	31.5.2004		£550	£533.98	Meadows
123. Badenoch and Strathspey	S15	394	1.3.84	28.2.2004	£17,000			£17,000 Payment for fencing
124. Nottinghamshire	S15	60.72	9.3.84	8.12.84 st	£150			Forest
125. Hereford and Worcester	S15	40.9	22.6.84	21.6.89		£100	£2.44	Woodland
126. Suffolk	S15	10.92	11.10.82	10.10.91		£236	£21.61	
127. Wiltshire	S15	38.96	24.6.82	23.6.97		£865	£22.20	Woodland
128. Kent	S15	12.37				£1	£0.08	
129. Hertfordshire	S15	424	29.9.81	28.9.2002	£4000 arrears	£3000	£7.07	Forest
130. Sussex	S15	21.67	3.5.84	2.5.2005	£2659.34			Downland
131. North Yorkshire	S15	32.7	1.3.82	28.2.91	£500	£845	£25.84	
132. North Yorkshire	S15	2.89	1.5.84	30.4.85 st	£643			Meadows
133. North Yorkshire	S15	2.68	1.5.84	31.10.84 st	£596			Meadow
134. North Yorkshire	S15	2.52	1.5.84	30.4.85 st	£525.80			Meadow
135. North Yorkshire	S15	17.28	1.5.84	31.10.84 st	£3612			Meadow
136. North Yorkshire	S15	13.45	1.5.84	31.10.84 st	£1993			Meadow
137. North Yorkshire	S15	3.24	1.5.84	31.4.85 st	£480			Meadow
138. Lanarkshire	S15	4.08	1.4.83	31.3.2033		£1	£0.24	
139. Dumfries and Galloway	S16	4.85	29.4.82	29.11.2007		£150	£30.92	Woodland
140. Fife		3.88	29.6.84	31.3.85 st	£25			
141. Inverness		2.56		St	£100			Geological
142. Perth and Kinross		90.3	22.6.84	21.3.85 st	£75			Woodland
143. Perth and Kinross		19.1	31.10.83	31.7.84 st	£50			
144. Caithness		274.4	1.5.84	30.4.2034	£8,000			
145. Perthshire		3.76	21.3.84	20.12.84 st	£25			Meadow
146. Perthshire		0.23		St	£270			
147. Highland Region		27	15.2.84	14.11.84 st	£25			
148. Western Isles		15.12	1.12.83	31.8.84 st	£50			Bog
149. Lanarkshire		7.08	17.11.83	25.4.84 st	£50			
150. Inverness		31.6	12.1.84	11.10.84 st	£50			Geological
151. Perth and Kinross		61.2	1.12.83	31.8.84 st	£100			Woodland
152. Borders		7.7	1.9.83	31.5.84 st	£50			Woodland
153. Fife		70	23.9.83	22.6.84 st	£175			
154. Fife		36.5	9.3.83	9.12.83 st	£90			

Table 2 continued

Source: NCC evidence to House of Commons' Environment Committee, 1984

may be prepared to accept mowing on certain parts of the site at certain times of year only or the use of fertilisers in small quantities. In many cases, the NCC tries to draw up a simple management plan which allows the farmer to work within a basic framework without unnecessary consultations and objections.

Once negotiations for a management agreement do begin, they follow a somewhat complex procedure which takes many months and often two years to complete. Because the process is so lengthy, "short term agreements" are often made within a few months of an SSSI being notified so as to prevent undesirable developments on a site. Typically, these agreements last for six or twelve months and commit the land owner or occupier not toundertake a PDO while discussions on the main long term agreement are taking place. The NCC generally pays a small sum in return.

Prior to 1981 the NCC generally paid very small sums to farmers entering management agreements. Up to 1974 there was a ceiling on payments of about £2.50 a hectare and even in the mid 1970s payments were typically around £5-7.50 a hectare. However, the situation was changed drastically by the 1981 Wildlife and Countryside Act. Under Section 50 of that Act, the financial terms of all management agreements which are triggered by a land owner or occupier being refused a capital grant or by the PDO notification system described above, must conform with guidelines prepared by the Department of the Environment, Ministry of Agriculture, Welsh Office and Scotttish Office. These guidelines appeared in the form of a joint circular (DOE/MAFF Circular 4/83), published on 31st January 1983 after some discussion.

The "Financial Guidelines", as they are usually called, determine the principles under which payments for most management agreements are made. There are still some management agreements negotiated quite independently of the Financial Guidelines, because they stem from less formal contacts and discussions, rather than the procedures specified in the 1981 Act, but the great majority of NCC agreements are now subject to the Guidelines.

Under these Guidelines, farmers and others being offered management agreements must be given a choice between a single capital payment and an annual payment for the term of the agreement, which is usually 20 years. The capital sum is calculated on the basis of the estimated fall in the value of the land because of restrictions on agricultural development. The system of annual payments relies on the principle of estimated "profits foregone" as a result of restrictions and payments are to be subject to an indexing system reflecting annual changes in farm productivity and profitability. (Although an important feature of the Guidelines, the indexing system is still not in operation. As a result, the level of payments under many contemporary agreements is subject to regular review).

As well as setting out the principles of payment, the Guidelines

specify some of the procedures to follow, the action to be taken if an agreement is breached, the payment of legal and other professional fees by the Government body offering the agreement, the method of arbitration, the fiscal implications, the special arrangements for woods and forests, the arrangements for renewal, etc. Furthermore, the guidelines set out precisely the kind of information that must be supplied by someone being offered a management agreement and include a form which must be filled in. In effect, the Guidelines have introduced a new standard format for management agreements, requiring full compensation to be paid to farmers and other land occupiers for any financial loss they may incur when constraints are imposed on their proposals.

The NCC is required to offer management agreements based on the Financial Guidelines only in the special circumstances laid down in the 1981 Act. In such cases, the NCC effectively is objecting to a proposed change in the management of an SSSI. Under the Financial Guidelines, it is intended that the farmer should be fully compensated from any loss arising from such control. In this sense, such management agreements are designed primarily to maintain the existing management of a site, eg extensive grazing by beef cattle, and so they have a positive purpose as well as a control function. In negotiating management agreements, the NCC is empowered to take further steps to promote positive management. For example, it sometimes suggests that new fences should be erected to keep livestock out of woodland and offers a grant as an incentive to the landowners. On large sites a warden may be needed to help with management. These positive steps are not covered by the Financial Guidelines and the NCC is free to negotiate any terms it wishes.

One of the most common criticisms of NCC management agreements is that they are primarly negative, rather than seeking an improvement in management. Since most agreements now arise as a result of legal provisions designed to prevent change, they are unavoidably negative in one sense. While the process of renotification of SSSIs continues and farmers are issued with lists of PDOs for the first time, and subsequently have the chance to claim full compensation for the first time, a large volume of new applications for management agreements can be expected*. Many of the agreements negotiated in such circumstances are primarily preventive, with the emphasis on retaining current management methods or something like them (see final column in Table 2) and the NCC does not usually seek to agree significant amounts of additional work by the farmer. However, it is empowered to promote positive new management measures and once existing threats to SSSIs have been countered it may be expected to give greater weight to positive management.

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* However, it is not economic to improve many areas of SSSI land, and therefore management agreements in principle should not arise from threatened PDOs in these areas. It is forecast that less than 25 per cent of SSSI land will eventually be subject to management agreements

Agreements have to be negotiated individually with each landowner or tenant and may cover the whole of or only part of a SSSI. Usually professional advisers are employed by the person offered an agreement with the NCC responsible for paying the costs. Most agreements are for 20 or 21 years, with provisions for renewal after this date but in a small number of cases are in perpetuity.

Where the land is let, a fairly common situation in the UK, the agreement is with the tenant and the option of a single capital payment is not available. In such cases the NCC usually seeks a complementary agreement with the landowner, not requiring more than a nominal payment. When the tenancy ends, so does the agreement, but a new one will be offered on similar terms to the one signed by the previous occupier.

Once signed, a management agreement is a legal document and, with the exception of tenancies, is binding on the current and future owners of the land. Central to the document is an "Agreed Management Policy", set out in full and signed by both parties. Usually, the major item in the agreed policy is an extensive list of activities which are not permitted on the site - drawn from the master list of potentially damaging operations reproduced as Annex 1. Other requirements vary with the nature of the site in question. In one example made available by the NCC, which is not untypical, the main requirements are:

"a) traditional pasture fields may be grazed from the beginning of April up to and including October, with cows, heifers, bullock calves and sheep as appropriate, subject to the restrictions listed

b) the land shall remain so far as practicable in its present unimproved state."

The overall purpose of these agreements is the conservation of fauna and flora and the facilitation of research. This is expressed in clause 5.

'The land being thus safeguarded shall be managed for the purpoſs of:

a) maintaining a varied and numerous population of fauna and flora and especialy of certain species which are scarce or whose survival is threatened in unprotected areas;

b) facilitating scientific research and the making of observations and experiments and keeping of detailed records for scientific purposes.'

Under the Financial Guidelines, a framework is provided for calculating the'Net Annual Profits Foregone'. The farmer is required to describe:

a) the current situation on the farm

b) the proposed improvement
c) the proposed farm practices after improvement (eg the stocking rate would be raised to 200 ewes during the summer).

The next step is for the farmer to estimate the extra revenue expected as aresult of the improvement and the anticipated reductions in costs (if any), to give the gross benefit. From this is subtracted the extra costs and the revenue foregone as a result of the improvement to provide an estimate of the anticipated annual benefit, from which must be subtracted an annuitised sum representing the capital costs of improvement. This calculation based on the farmer's own estimates, is the basis for negotiations over the 'net profit foregone'.

The NCC consults the Ministry of Agriculture to check whether the proposed improvements are technically sound from an agricultural point of view and in some cases the proposals are rejected. There has been some discussion about the possibility of farmers making spurious proposals for improvements in order to qualify for a management agreement. The Ministry of Agriculture is also involved in determining whether the proposed improvement would have qualified for a capital grant, if it had been allowed to proceed. Such grants may be available to meet between five and 60 per cent of the total capital costs (up to 70 per cent until recently) and are a significant consideration, especially in the Less Favoured Areas. If a grant would have been payable, then the farmer would have had to spend less of his own capital in order to secure the improvement and this fact is taken into account in calculating the net profit foregone. The result is that the level of compensation is somewhat higher where a grant is payable. This situation has attracted a good deal of criticism from environmental groups who have pointed out that the financial burden on the NCC is being increased by the hypothetical availability of grants from the Ministry of Agriculture for potentially damaging operations on SSSIs.

As can be seen from Table 2, the cost of management agreements varies considerably, depending on the nature of the land and the improvements proposed. The costs per hectare vary from one pence, a nominal payment, to more than £500, with the largest payments usually being made on meadows and wet grassland potentially improvable to high yielding arable land.

The average payment is currently around £30 per hectare, with payments in the lowlands generally being much higher than in the uplands. As well as making these payments, the NCC may offer grants for associated activities on the farm, often for fencing. They also have to pay all the legal and other fees involved, averaging around £1,400 per agreement at present.

By March 1986, 346 formal agreements and 145 short term agreements had been concluded since the passage of the Wildlife and Countryside Act in October 1981. These covered a total of 30,915 hectares and many of them are listed in Table 2.

Lump sum payments totalled £1,130,957 to March 1986 and the commitment for annual payments amounted to £672,505 per annum. Payments made under short term agreements totalled £407,901 which represents payments on account of main agreements yet to be concluded. Total payments by NCC under Management Agreements in 1985/86 were over £2 million including arrears of annual payments which had built up as a result of the long negotiating period.

At the end of March 1986 there were 971 agreements under negotiation covering 81,072 hectares. It was expected that these would give rise to single lump sum payments of around £3 million (including payments for fencing, etc.) and annual payments of over £2.5 million per annum plus substantial arrears of annual payments.

For reasons discussed above, the number of management agreements is expected to rise dramatically. As more SSSIs are renotified and new SSSIs are designated (possibly extending to about 10 per cent of the national land area, rather than seven per cent as at present), the total area covered by agreements could rise to around 500,000 hectares. At an average cost of around £30 per hectare, this would result in an annual commitment of £15 million. This is only a rough estimate and may in fact be too low, particularly if future agreements are on better land and the indexation system pushed up the costs. On the other hand, declining agricultural profitability may reduce this forecast.

Such payments are made from the NCC's budget, which is expanding rapidly, both because of the administrative effort and increased staff numbers required to renotify SSSIs and because of the cost of management agreements. The NCC is reliant entirely on a grant from the Department of the Environment, which rose from £18.1 million in 1984-85 to £32.1 million in 1986-87. There has been considerable concern about the mounting costs of agreements, but thus far the Government has been prepared to accept the NCC's requests for an enlarged budget.

The complexity of the procedures under the Financial Guidelines has been another subject of criticism, not least by the House of Commons' Environment Committee, which undertook a detailed inquiry into the operation of the 1981 Act in 1984. This criticism was accepted by the Government which has commissioned private consultants Lawrence Gould to:

"undertake a wide-ranging review which will include study of the scope for increased use of a system of standard payments; of the case for new arrangements for compensating landlords for any long term loss of capital value resulting from a management agreement; and of the development of techniques for direct comparison of the financial costs of management agreements - involving either annual or lump sum payments - with the capital costs of outright purchase by conservation authorities".

This review had been completed by the summer of 1985, but was still condifential at the time of writing this report. Many

observers expect the review to recommend the use of a system of standard payments rather than individual "net profitforegone" calculations. The NCC are in fact intending to experiment with such a system in one large SSSI in Wales, the Berwyn Hills*.

National Park Authorities and Local Authorities

The basic system of protection in National Parks was described in the first part of this report. The usual "trigger" for negotiation of a management agreement is the application by a farmer for a capital grant to undertake some kind of improvement works. The National Park Authority (NPA) is notified and a consultation procedure commences. If the NPA sustains its objections and the Minister refuses a grant, a management agreement must be offered to the farmer under the terms of the Financial Guidelines described above. However, by the summer of 1985, this appeared to have happened only once and was not an important mechanism for the negotiation of management agreements. More usually, NPAs and other local authorities use their general powers to enter into management agreements, granted under Section 39 of the Wildlife and Countryside Act. A list of agreements, signed between October 1981 and September 1984, is attached as part of Annex 34. As can be seen, only about 20 agreements were signed in this period, while about 40 were under negotiation. Slightly more recent figures supplied by the Countryside Commission suggested that 34 such agreements covering 1227 hectares had been signed by the end of May 1985, with 41 under negotiation. Most agreements involved heather or grass moorland, but hay meadows and wetlands were also covered.

The vast majority of these agreements involved a small number of NPAs - Exmoor, Dartmoor, North York Moors, Lake District and the Broads Authority (which has its own special status, but is not an NPA). Very few ordinary County Councils or District Councils have become involved with the use of management agreements involving financial payments. Most of the agreements are for 21 years and involved payments based broadly on the principle of compensation for profits foregone, but without using the full procedure laid out in the "Financial Guidelines", which many authorities regarded as complex, cumbersome and slow. Often agreements are negotiated with the minimum of paid advice from solicitors and other professional advisers, thus saving time and money.

By the end of September 1984, two agreements on Dartmoor had been signed involving lump sum payments of £75,000, while other agreements shown on the list (excluding those in the Broads) involved annual payments of £37,000 over 770 hectares, ie an

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* This is one of many areas where LFA payments have a detrimental effect on conservation. HLCA payments encourage high density stocking rates of sheep and cattle which cause over-grazing and loss of the heather habitat. NCC will need to pay farmers substantial sums annually to limit stocking levels.

average of about £48 per hectare. Those under negotiation in September 1984 (listed in the second table of Annex 34) were expected to involve annual payment of £94,000 over 1670 hectares, ie an average of about £56 per hectare.

Most of these agreements are negotiated individually with farmers, but at least two NPAs, Exmoor and Dartmoor, operate systems of standard payments per hectare for agreements of a similar kind whereby farmers agree not to proceed with moorland reclamation. The sums payable are adjustable annually according to a formula reflecting the changing fortunes of local sheep farming and applied by Exeter University. The Exmoor system is now well established and is generally regarded as having proved successful. The reclamation of moorland, which was proceeding rapidly until the scheme was introduced, has now virtually ceased. The standard sums payable under two different packages are shown below:

Year	**Where ploughing feasible**	**Where ploughing not feasible**
	No ploughing, liming slagging or fencing	**No liming, slagging or fencing**
	£/ha/annum	**£/ha/annum**
1977	73.87	41.50
1978	51.54	29.78
1979	20.65	12.59
1980	44.79	24.84
1981	90.52	49.99 (11)

NPAs entering management agreements can reclaim 75 per cent of the costs from the Department of the Environment, except for Exmoor, which can reclaim 90 per cent for historic reasons. Ordinary local authorities, however, can claim only 50 per cent of the costs, from the Countryside Commission. This helps to explain why so few local authorities have entered management agreements. Many of them are reluctant to take on long term financial commitments of this kind, particularly if they perceive the farmer to be being "paid to do nothing".

Local authorities have displayed considerably more interest in management agreements involving no regular financial consideration. A list is set out on the third page of Annex 4. Many of these agreements involve woodlands and frequently the agreement is initiated by the local authority paying a single grant, eg for fencing and tidying up a small wood, with the owner then agreeing to longer term management along certain guidelines. These agreements, involving no regular payments, continue to have an important role, although mostly on small sites.

There are a number of criticisms of existing procedures in National Parks. One is that NPAs are only notified of farm

improvement works or other significant management changes if the farmer applies for a grant, and the value of such grants is decreasing. No other notification procedure exists. A second criticism is that farmers sometimes apply for capital grants retrospectively, ie after the works are completed and objections are too late. About 10 per cent of all applications are in this category. Perhaps most important of all, NPAs have no back-up powers to prevent a farmer from proceeding if negotiations break down. Thus, they are in a weaker negotiating position than the NCC is with respect to SSSIs. However, perhaps the most striking feature of the management agreements themselves is their relative variety and the caution of NPAs with respect to long term agreements.

Two other powers available to local authorities should also be mentioned. The first of these is the power to make "Tree Preservation Orders", which prevent an owner from felling trees. These can be applied to small woods as well as trees. The second of these is the power to make "Access Agreements" with landowners to permit public access to open country for recreation purposes. Such agreements can involve both initial payments to cover the capital cost of any works involved (such as the construction of paths or gates) as well as regular annual payments, which are usually small. Only about 50 such agreements had been signed by the mid 1970s, giving access to around 31,000 hectares, mostly in the Pennines (12).

Agreements made by the Historic Buildings and Monuments Commission for England

This Commission, usually known as "English Heritage", was until recently an integral part of the Department of the Environment, but is now semi-autonomous. As described above it is responsible for around 13,000 scheduled ancient monuments, many of which are ruins, old field workings, burial mounds, ancient places of worship, boundary stones and other monuments which may be found on farmland. Such sites are protected by law and the landowner or occupier must apply for consent before undertaking any work likely to damage, destroy, alter, flood or cover up the monument. Consent must be sought for farming activities such as ploughing at a greater depth than in the past, draining, etc. If permission is refused, compensation may be available, but there is no automatic right to it.

The Commission also offer certain owners of ancient monuments management agreements to help them look after the sites on their land. Essentially, this means keeping the area under grass, preventing scrub from growing up and controlling pests. About 650 management agreements are currently in force and a further 3-400 requests have been turned down. The total list is currently around £150,000. Agreements are simple and usually last for five to ten years. A system of standard payments operates for agreements over less than five years. For up to 0.5 hectares it is £50 per annum, for 0.5 to 1.0 hectares £80, for 1.0 to 1.5 hectares £100 etc.

The Broads Grazing Marshes Conservation Scheme

The experimental grazing marshes scheme covers around 5,000 hectares of predominantly wet grassland in the part of East Anglia known as the Norfolk Broads. It is scheduled to last for three years from its starting date in May 1985. Details of how the scheme operates are provided in Annex 4 attached.

It is designed to allow the continuation of the traditional summer grazing of cattle on the marshes and to prevent the land being drained and ploughed up for conversion into arable production, which istechnically possible and in many cases economically attractive. Funds are provided jointly by the Countryside Commission and the Ministry of Agriculture, with a budget of £1.7 million spread over three years, expanding slightly from £440,000 in the first year to £630,000 in the following two.

The scheme grew out of special attention focussed on threats to the marshes, particularly from drainage and ploughing. The area is important in landscape terms and comes within the area covered by a special local agency - the Broads Authority. Thus, special efforts have been made to conserve the area.

The farmers signing an agreement undertake to:

- keep their fields under permanent grass for three years
- follow grazing guidelines which dictate an average stocking rate of 0.5 to 1.5 livestock units per acre (1.2 to 3.6 per hectare) that the area must be grazed, that no more than one cut of hay or silage can be taken annually and also impose some controls over nitrogen and herbicide use, landscape, changes, etc.
- consult the personnel running the scheme before undertaking any management changes.

In return, an annual payment of £123.55 per hectare is made to those who adhere to the conditions. This is a simple flat rate payment.

The scheme has been a considerable success in terms of take-up, with 111 applications covering nearly 95 per cent of the eligible area being submitted by the end of May. Thus nearly all the important landscape area is protected. The scheme is being monitored by a team from Manchester University and at present the prospects for its continuation appear good. Indeed, many regard it as a model for the kind of scheme required in other "environmentally sensitive areas", which are expected to be designated over the next two or three years. It is simple and does not require a large administrative input. It is voluntary and appears popular with the local farmers, many of whom own relatively small farms by East Anglian standards. However, the scheme does not cover the more specific requirements of nature conservation.

Protection of the land under this scheme depends on the voluntary agreements and there is no means of compelling farmers to join. Indeed, those choosing not to join can still obtain capital grants from the Ministry of Agriculture towards the costs of drainage and other improvements.

The Peak District Project

The Peak District Project was one of 12 case studies of integrated rural development originally funded by the Commission and subsequently by two UK government agencies. It is based on two villages in the Peak District National Park - Monyash and Longnor - and incorporates an interesting land management scheme. The scheme is based on two basic principles:

i) the introduction of new financial incentives for appropriate management of landscape features, eg annual stone wall management grants were introduced at rates of £12-24 per kilometre and for flower-rich grassland, annual payments of £2 per hectare are available for every species found out of a list of indigenous "indicator species". (13)

ii) farmers participating in the scheme had to voluntarily give up their right to capital grants for works which would damage landscape features.

The scheme is interesting not only because it has proved successful, with almost half the 40 eligible farmers joining, but because it is based on payment by results rather than on compensation. The better the walls and the more numerous the wild flowers, the higher the payments. The project team estimate that the net cost to public funds of the trial is about the same as it would have been if conventional grants had been paid instead. The scheme has the advantage of being part of a well managed and sensitive integrated programme and of being the subject of special attention, but the administrative burden is not excessively large with each farm being visited once a year by a botanist and someone to inspect the walls.

Conclusion

Management agreements have followed a number of different paths in the UK and while the NCC agreements are now the most extensive and indeed the most costly, some of the smaller scale experiments have produced encouraging results without the payment of full compensation for profits forgone.

Many observers in the UK have pointed out that the cost of conservation by management agreements has been inflated by the level of price support maintained for certain commodities, particularly cereals. Management agreement payments have to take into account the market value of the extra produce which farmers could expect to sell if they had not accepted the

agreement. So part of the notional profit forgone consists of subsidy paid both by FEOGA and the UK Ministry of Agriculture in order to maintain the price. To many people this seems a peculiar transfer of resources and one that works against the interests of conservation. Some illustrative figures are presented in Table 3 opposite.

Despite the difficulties and not inconsiderable expense of management agreements, they now have a distinct place in the array of rural policies implemented in the UK. Many useful lessons have been learned and the process of evolution is still continuing and is likely to produce further important innovations.

TABLE 3

Comparison of the cost of Management Agreements with the cost of agricultural intensification in 1983

Example	Type of Improvement	1 Typical annual amount payable under Management agreement (profit foregone)	2 Annual amount excluding subsidy (ie the real cost of conservation)	3 Annual cost to Government and EEC of proposed agricultural intensification	4 MAFF capital grant aid included in col 3 (Annualised)	5 Capital costs of proposed improvement (gross)
		£/ha	£/ha	£/ha	£/ha	£/ha
1. Marshland	Sheep to Wheat	251	(19)	270	55	936
2. Marshland	Beef cattle to wheat	522	178	344	37	616
3. Pasture Improvement	Increase in dairy stocking	226	(422)	648	52	831
4. Upland pasture improvement	Increase in sheep stocking	35	(31)	66	30	790
5. Pasture improvement	Increase in dairy stocking	236	(518)	754	75	872
6. Marshland	Sheep and cattle grazing to wheat and oil seed rape	244	(53)	297	35	940
7. Marshland	Sheep to wheat	269	5	264	41	940
8. Marshland	Sheep to wheat	480	94	386	60	959

Notes

(a) Column 2 is the difference between columns 1 and 3 and therefore reflects the real cost of conservation. In 5 out of 8 examples the cost is negative. In these cases the cost to the Government of Management Agreements is cheaper than the cost to public funds for paying for agricultural intensification. The position on dairy farming will change in future as a result of the introduction of quotas. The figures in the above examples are before the introduction of quotas.

(b) Column 3 includes price maintenance costs and also the cost of storing, financing and finding outlets for surplus produce. Most of these costs are borne by the EEC. The capital grants paid by MAFF are also included in Column 3 and shown separately in Column 4.

Source: Memorandum submitted by John Bowers, Leeds University, to the House of Commons Select Committee on the Environment. First Report Session 1984-85. Operation and Effectiveness of Part II of the Wildlife and Countryside Act. January 1985.

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13. Further details can be found in: Peak Park Joint Planning Board, 1984, **A Tale of Two Villages,** Peak Park, 1984

Annex 1: NCC List of PDOs

SITE NAME:

OPERATIONS LIKELY TO DAMAGE THE FEATURES OF SPECIAL INTEREST
Master List (First Revise February 1983)

Standard Ref.No.	Type of Operation
1	Cultivation, including ploughing, rotovating, harrowing, and re-seeding.
2	Grazing / The introduction of grazing (and) Changes in the grazing regime (including type of stock or intensity or seasonal pattern of grazing and cessation of grazing)
3	Stock feeding / The introduction of stock feeding (and) Changes in stock feeding practice.
4	Mowing or other methods of cutting vegetation / The introduction of mowing etc. (and) Changes in the mowing or cutting regime (including hay making to silage and cessation)
5	Application of manure, fertilisers and lime.
6	Application of pesticides, including herbicides (weedkillers).
7	Dumping, spreading or discharge of any materials.
8	Burning (and) changes in the pattern or frequency of burning (where applicable)
9	The release into the site of any wild, feral or domestic animal*, plant or seed
10	The killing or removal of any wild animal*, including pest control.
11	The destruction, displacement, removal or cutting of any plant or plant remains, including (specify as appropriate - e.g. tree, shrub, herb, hedge, dead or decaying wood, moss, lichen, fungus, leaf-mould, turf etc).
12	Tree and/or woodland management+ / The introduction of tree and/or woodland management+ (and) Changes in tree and/or woodland management+ + (including afforestation, planting, clear and selective felling, thinning, coppicing, modification of the stand or underwood, changes in species composition, cessation of mangement)
13a	Drainage (including moor-gripping and the use of mole, tile, tunnel or artificial drains)
13b	Modification of the structure of water courses (e.g. rivers, streams, springs, ditches, dykes, drains), including their banks and beds, as by re-alignment, re-grading and dredging.
13c	Management of aquatic and bank vegetation for drainage purposes.

* "animal" includes any mammal, reptile, amphibian, bird, fish or invertebrate.

Standard Ref. No.	Type of Operation
14	The changing of water levels and tables and water utilisation (including irrigation, storage and abstraction from existing water bodies and through boreholes.
15	Infilling of ditches, dykes, drains, ponds, pools, marshes or pits.
16a	Freshwater fishery production and/or management* / The introduction of freshwater fishery production and/or management* (and) Changes in freshwater fishery production and/or management* * including sporting fishing and angling
16b	Coastal fishing or fisheries management and seafood or marine life collection* / The introduction of coastal fishing (and) Changes in coastal fishing practice or fisheries management and seafood or marine life collection* * including the use of traps or fish cages
17	Reclamation of land from sea, estuary or marsh.
18	Bait digging in intertidal areas.
19	Erection of sea defences or coast protection works, including cliff or landslip drainage or stabilisation measures
20	Extraction of minerals, including peat, shingle, sand and gravel, topsoil, sub-soil, chalk, lime, limestone pavement, shells and spoil (specify where possible)
21	Construction, removal or destruction of roads, tracks, walls, fences, hard-stands, banks, ditches or other earthworks, or the laying, maintenance or removal of pipelines and cables, above or below ground
22	Storage of materials (specify features, eg geological, where possible)
23	Erection of permanent or temporary structures, or the undertaking of engineering works, including drilling.
24	Modification of natural or man-made features (including cave entrances), clearance of boulders, large stones, loose rock or scree and battering, buttressing or grading rock-faces and cuttings, infilling of pits and quarries.
25	Removal of geological specimens, including rock samples, minerals and fossils
26	Use of vehicles or craft likely to damage or disturb features of interest.
27	Recreational or other activities likely to damage features of interest.
28	Game and waterfowl management and hunting practices / Introduction of game or waterfowl management (and) Changes in game and waterfowl management and hunting practice

Source: Countryside Commission Annual Report 1983-84

DESIGNATIONS IN ENGLAND AND WALES at 31 March 1984

National parks

National park	*Date of designation order*	*Date of confirmation of order*	*Area in sq km*
Peak District	Dec 1950	Apr 1951	1,404
Lake District	Jan 1951	May 1951	2,243
Snowdonia	Feb 1951	Oct 1951	2,171
Dartmoor	Aug 1951	Oct 1951	945
Pembrokeshire Coast	Dec 1951	Feb 1952	583
North York Moors	Feb 1952	Nov 1952	1,432
Yorkshire Dales	Dec 1953	Oct 1954	1,760
Exmoor	Jan 1954	Oct 1954	686
Northumberland	Sep 1955	Apr 1956	1,031
Brecon Beacons	Sep 1955	Apr 1957	1,344
			13,599[1]

Areas of outstanding natural beauty

Area of outstanding natural beauty	*Date of designation order*	*Date of confirmation of order*	*Area in sq km*
Gower	May 1956	Dec 1956	189
Quantock Hills	May 1956	Jan 1957	99
Lleyn	Sep 1956	May 1957	155
Northumberland Coast	Jan 1958	Mar 1958	129
Surrey Hills	Sep 1956	May 1958	414
Cannock Chase	Jun 1958	Sep 1958	68
Shropshire Hills	Jul 1958	Mar 1959	777
Dorset	Dec 1957	Jul 1959	1,036
Malvern Hills	Mar 1959	Oct 1959	104
Cornwall	Apr 1959	Nov 1959	932
Extension	Mar 1981	Oct 1983	25
North Devon	Sep 1959	May 1960	171
South Devon	Sep 1959	Aug 1960	332
East Hampshire	Jun 1961	Sep 1962	391
East Devon	Jan 1963	Sep 1963	267
Isle of Wight	Mar 1963	Sep 1963	189
Chichester Harbour	Jul 1963	Feb 1964	75
Forest of Bowland	Feb 1963	Feb 1964	803
Solway Coast	Sep 1964	Dec 1964	107
Chilterns	May 1964	Dec 1965	800
Sussex Downs	Jun 1965	Apr 1966	981
Cotswolds	Feb 1966	Aug 1966	1,507
Anglesey	Dec 1966	Nov 1967	215
South Hampshire Coast	May 1967	Dec 1967	78
Norfolk Coast	Nov 1967	Apr 1968	450
Kent Downs	Dec 1967	Jul 1968	845
Suffolk Coast and Heaths	Oct 1969	Mar 1970	391
Dedham Vale	Feb 1970	May 1970	57
Extension	Feb 1978	Aug 1978	15
Wye Valley	Feb 1971	Dec 1971	325
North Wessex Downs	Dec 1971	Dec 1972	1,738
Mendip Hills	Feb 1972	Dec 1972	202
Arnside and Silverdale	Jul 1972	Dec 1972	75
Lincolnshire Wolds	Feb 1973	Apr 1973	560
Isles of Scilly	Oct 1975	Feb 1976	16
High Weald	Dec 1980	Oct 1983	1,450
Cranborne Chase and West Wiltshire Downs	Dec 1981	Oct 1983	960
			16,928[2]

[1] 9,501 square kilometres in England and 4,098 square kilometres in Wales; 9 per cent of the total area of England and Wales (151,096 square kilometres).

[2] 16,252 square kilometres in England and 676 square kilometres in Wales; 11.2 per cent of the total area of England and Wales (151,096 square kilometres).

Long distance routes

Long distance footpaths and bridleways

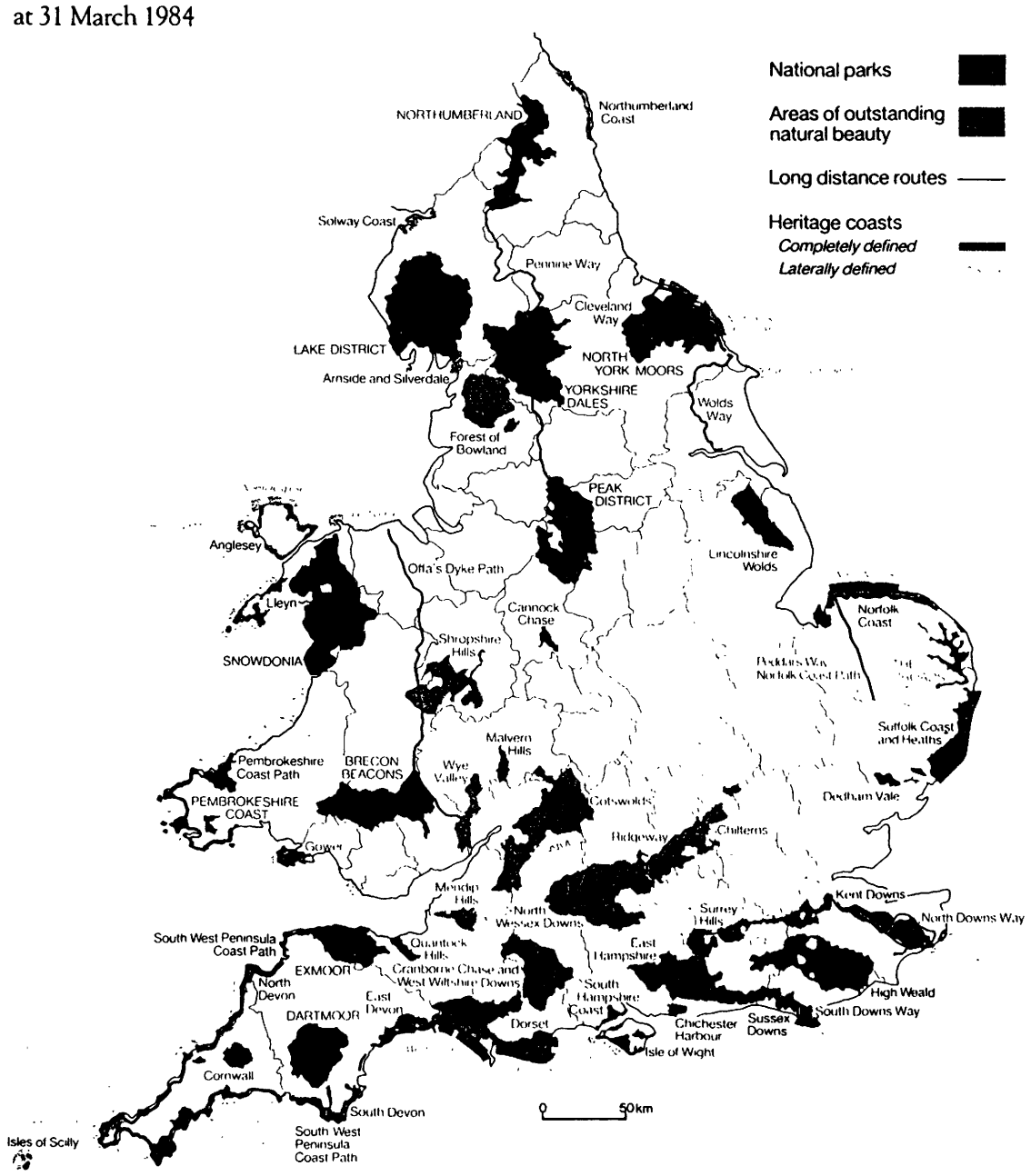
	Report approved	*Officially opened*	*Length in km*
Pennine Way	Jul 1951	Apr 1965	402
Cleveland Way	Feb 1965	May 1969	150
Pembrokeshire Coast Path	Jul 1953	May 1970	290
Offa's Dyke Path	Oct 1963	Jul 1971	270
South Downs Way	Mar 1963	Jul 1972	129
South West Peninsula Coast Path:			
North Cornwall	Apr 1952	May 1973	217
South Cornwall	Jun 1954		214
South Devon	Jun 1959	Sep 1974	150
Somerset and North Devon	Jan 1961	May 1978	132
Dorset	Apr 1963	Sep 1974	116
Ridgeway	Jul 1972	Sep 1973	137
North Downs Way	Jul 1969	Sep 1978	227
Wolds Way	Jul 1977	Oct 1982	127
			2,561
Proposed new route			
Peddars Way and Norfolk Coast Path	Oct 1982	1986	138

Heritage coasts

Completely defined	*Date defined*	*Length in km*
Sussex	Apr 1973	13
North Norfolk	Apr 1975	63
Suffolk	Sep 1979	56
North Yorkshire and Cleveland	May 1981	55
Purbeck	Jun 1981	51
West Dorset	Feb 1984	40
Laterally defined		
North Northumberland	Feb 1973	92
Gower	Jun 1973	55
Glamorgan	Jun 1973	22
North Anglesey	Jul 1973	29
Holyhead Mountain	Jul 1973	13
Aberffraw Bay	Jul 1973	8
Great Orme	Mar 1974	7
Lleyn	Mar 1974	88
Tennyson	Jul 1974	33
Hamstead	Jul 1974	11
South Pembrokeshire	Jul 1974	66
Marloes and Dale	Jul 1974	43
St Brides Bay	Jul 1974	8
St David's Peninsula	Jul 1974	82
Dinas Head	Jul 1974	18
St Dogmaels and Moylgrove	Jul 1974	22
Isles of Scilly	Dec 1974	64
South Foreland	Nov 1975	7
Dover-Folkestone	Nov 1975	7
Hartland (Cornwall)	Jan 1976	8
Widemouth-Pentire Point	Jan 1976	50
West Penwith	Jan 1976	54
Lizard	Jan 1976	26
Looe-Gribbin Head	Jan 1976	38
Mevagissey-Amsterdam Point	Jan 1976	23
Rame Head	Jan 1976	7
Trevose Head	Jan 1976	4
St Agnes Head	Jan 1976	9
Portreath-Godrevy	Jan 1976	10
Flamborough Head	Oct 1979	19
Ceredigion Coast	Dec 1982	34
		1,235

CONSERVATION AND RECREATION IN ENGLAND AND WALES

at 31 March 1984



Annex 3

MANAGEMENT AGREEMENTS MADE BY NATIONAL PARK AUTHORITIES AND OTHER LOCAL AUTHORITIES

Section 39 Management Agreements involving financial consideration signed at 1 September 1984

Authority	Site	Area (hectares)	Character/ features
Dartmoor NPA	Youlden Farm	1.52	rough pasture woodland
Dartmoor NPA	Wooston Farm	2.06	rough pasture
Dartmoor NPA	Pepperdon	22.66	heather moor
Dartmoor NPA	Scorriton	4.04	moor
Exmoor NPA	Kipscombe Hill	26.7	moor/coastal heath
Exmoor NPA	Hangley Cleave	24.3	grass moor
Exmoor NPA	Venford Moor	24.3	heather moor & acid grassland
Exmoor NPA	Halscombe Allotment	242.8	heather/grass moor
Exmoor NPA	Butter Hill	71.8 (1)	heather/grass moor
Exmoor NPA	Aclands Allotment	125.9 (2)	grass moor
Exmoor NPA	Broadmead	38.5	grass moor
Lake District NPA	Swindale	6.5	hay meadow
Lake District NPA	Borrowdale Head	3.3	hay meadow
Hampshire CC	Worthy Down	11.44	chalk down/scrub/ woodland
Lancashire CC) W Yorks CC) Bradford DC)	Bronte Way	linear route (3 kms)	concessionary f'path
Broads Authority	Oby Marshes	94.03	grazing marsh lanc
Broads Authority	Halvergate (3)	30.76	grazing marsh lanc
Broads Authority	Halvergate (3)	36.4	grazing marsh lanc
Broads Authority	Limpenhoe Marshes (3)	40.47	grazing marsh lanc

Notes: 1. 71.8 ha rank for annual payments. The agreement covers a total area of 93 hectares.

2. 125.9 ha rank for annual payments. The agreement covers a total area of 295.4 hectares.

3. One-year Holding Agreement.

Source: Countryside Commission

SECTION 39 MANAGEMENT AGREEMENTS INVOLVING FINANCIAL CONSIDERATION UNDER NEGOTIATION AT 1 SEPTEMBER 1984

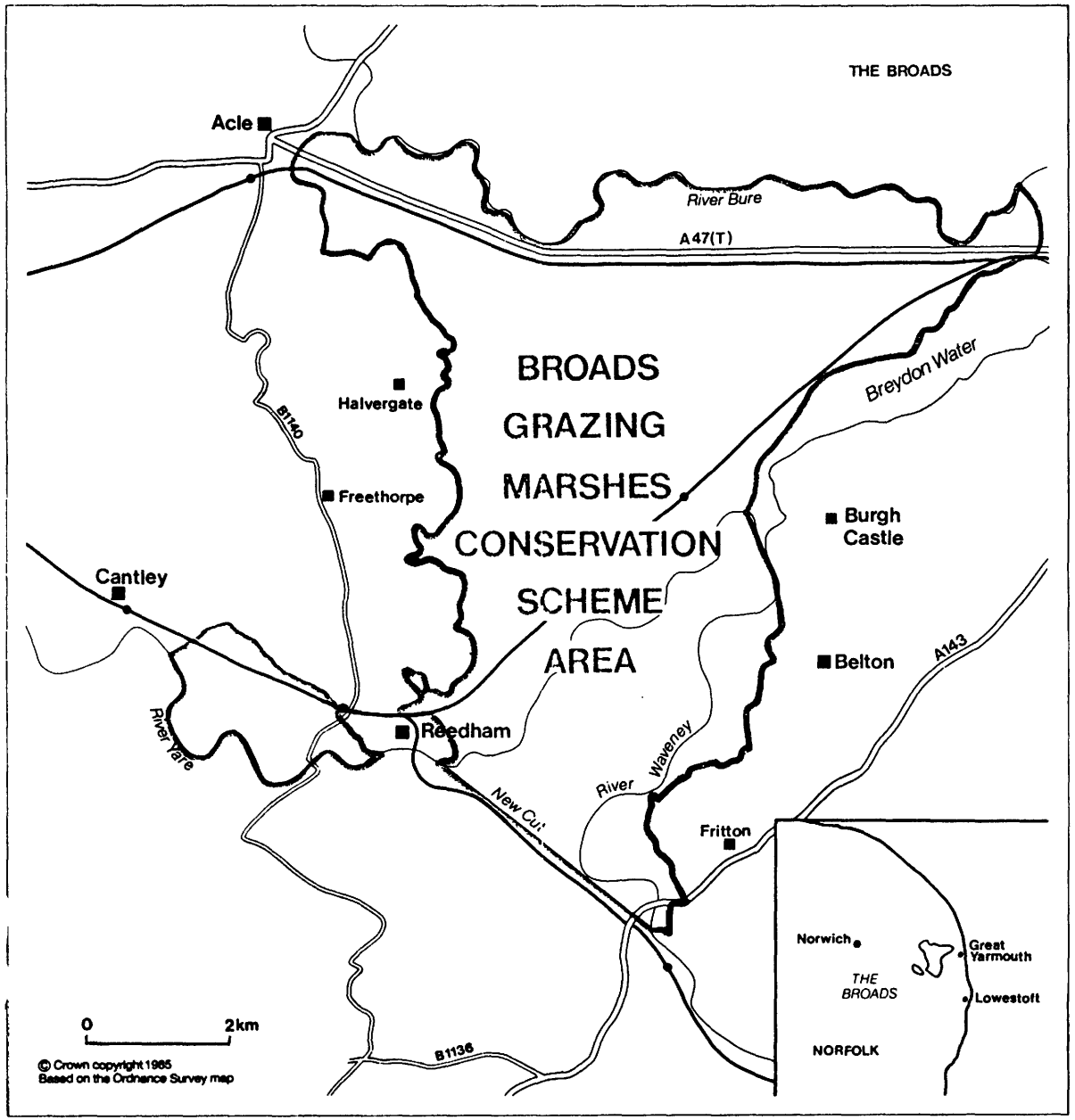
Authority	Number of Agreements	Features
Dartmoor NPA	13	heather moor grass moor scrub wetland hay meadows
Exmoor NPA	6	heather moor grass moor deer park
North York Moors NPA	10	heather moor grass moor
Peak District NPA	8	moor marsh and bog historic field patterns
Broads Authority (one year holding agreements)	4	grazing marshland

Local authorities known to have made S39 Management Agreements involving no financial consideration

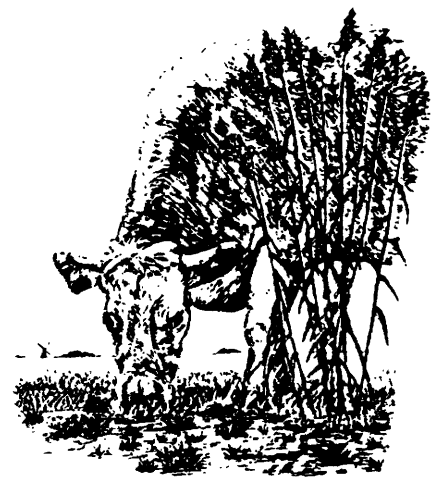
Authority	Number of Agreements signed at Sept 1984	Features
Brecon Beacons NPA	7	woodlands
Northumberland NPA	7	woodlands mosses
Yorkshire Dales NPA	2	woodland
Hertfordshire CC	10	- nature reserves - woodlands (especially coppice) - access
Shropshire CC	1	woodland
S Yorkshire MCC	9	- access/general conservation - pools/woodland - upgrading rural landscapes
Broads Authority	1	- marshland/carr

Local authorities known to be considering the use of S39 Management Agreements involving no financial consideration

Authority	Features
N York Moors NPA	- woodlands - tree planting - upland management schemes - village improvement schemes
Pembrokeshire Coast NPA	- woodland - tree planting
Snowdonia NPA	- woodlands
Cheshire CC	- historic parkland
Hampshire CC	
Nottinghamshire CC	- permissive footpaths
Suffolk CC	
Warwickshire CC	



Broads grazing marshes conservation scheme



The Countryside Commission and the Ministry of Agriculture,Fisheries and Food are jointly sponsoring and funding an experimental scheme designed to support the traditional farming of Broadland and its landscape.

It is called the Broads Grazing Marshes Conservation Scheme and for 3 years commencing 1 April 1985, many landowners (or tenants) may be eligible for special payments.

Countryside COMMISSION

Why have such a scheme?

The Broadland countryside has evolved through many centuries of human activity. None has had a greater impact than farming. Indeed, the grazing marshes of the Broads are a landscape of farming with a special character and atmosphere. They are part of the diversity of the English countryside. Their future value to livestock farming and to conservation depends on the continuation of traditional grazing management. The scheme aims to test whether the trend towards arable cropping prevalent in many marshland areas can be halted or even reversed.

How is the scheme administered?

A special Broads Grazing Scheme Unit has been set up by the Countryside Commission in partnership with the Ministry of Agriculture, Fisheries and Food. It operates from the Ministry's Divisional Office in Norwich.

What are the scheme's aims?

It aims to:

- keep permanent grassland with livestock grazing on the Broads marshes;
- encourage the management of grazing marshes in ways which support both farming and conservation;
- re-establish permanent grassland in some areas formerly grazed but now arable.

What area does it cover?

As the scheme is experimental and has a fixed budget it is not possible for all of the Broads grazing marshes to be covered at the outset. The map overleaf indicates the approximate area within which the scheme operates during 1985; precise boundaries can be ascertained from the Broads Grazing Scheme Unit at Norwich. Some expansion of the experimental area is planned during the next 2 years, subject to availability of funds. If the scheme is a success a permanent arrangement may be considered.

Who can apply?

The scheme is open to landowners and full agricultural tenants who have grazing marshes within the area shown on the map. The registration form should be received at the unit by 31 May 1985. Owners or tenants of some marshes currently in arable, but who wish to return them to **permanent** grassland with grazing livestock, may become eligible for payments under the scheme. For further advice please consult the Broads Grazing Scheme Unit.

Are there any conditions?

Those who are eligible will be required to:

- agree to maintain permanent grassland with grazing livestock for 3 years;
- follow the scheme's grazing guidelines (overleaf);
- consult the Broads Grazing Scheme Unit should any change in management be considered.

What payment is available?

Approved applications will be eligible for payments of £50 per acre (£123.55 per hectare) each year for 3 years, commencing 1 April 1985. Payment for 1985 will be made during the autumn.

The Broads Grazing Scheme Unit can provide advice on both agricultural and conservation topics. Further specialist advice on conservation can be obtained from either David Brewster, Field Conservation Officer, Broads Authority, 18 Colegate, Norwich. Tel. 610734, or Dr Martin George, Nature Conservancy Council, 60 Bracondale, Norwich. Tel. 620558.

For further information about the scheme, contact either Keith Turner or Greg Pritchard at the Broads Grazing Scheme Unit, Ministry of Agriculture, Fisheries and Food, 122A Thorpe Road, Norwich NR1 1RN. Tel. Norwich 629881.

Grazing guidelines

These guidelines summarise the main provisions of the scheme. If you decide to join you must agree not to plough or destroy the sward on the land included in the scheme and to follow these management guidelines:

- graze with cattle, sheep or horses;
- keep an average stocking rate on the marshes within the range 0.5 to 1.5 livestock units* per acre during the grazing season ie about a mature beast or 6 sheep to the acre. Day to day stocking levels can be freely adjusted to take account of differences in land quality, stock and grassland management, weather conditions or veterinary necessity;
- take no more than a single cut of hay or silage each year and graze the aftermath;
- consult the Broads Grazing Scheme Unit for further advice **before** considering:
  - removing any landscape or archaeological features (such as trees, reedbeds, dykes);
  - erecting any buildings or constructing roads;
  - improving any grazing marshes by under-drainage, levelling, or direct seeding;
  - applying more than 100 units of nitrogen per acre;
  - applying any herbicide, other than the use of simple MCPA or mecoprop against thistles, docks or ragwort.

---

* Livestock units:
Mature cattle and horses (2 years +) – 1 unit
Young cattle (6 months – 2 years) – 0.6 unit
Sheep – 0.15 unit

Broads grazing marshes conservation scheme

Registration form

NAME/FARM BUSINESS NAME

STATUS Tel. No.

MAIN HOLDING/BUSINESS ADDRESS

HOLDING ADDRESS if different from above

HOLDING NUMBER if any Agent's name/address/Tel. No.

OS. field numbers and area of marshes for inclusion in the scheme. Please include details on 1:10000 location map and attach to this form. Consult the Broads Unit if in any difficulty.

Are you grazing the marshes, or are they let?
If let, please supply tenant's name/address/Tel. No.

		1985 (Proposed)	1984 (Actual)*
STOCKING Type of stock and number	Mature cattle	.....	.....
	Young stock	.....	.....
	Horses	.....	.....
	Sheep	.....	.....
	Grazing period		
GRASSLAND MANAGEMENT GRAZING	Fertiliser rates	.....	.....
	Herbicide usage	.....	.....
HAY & SILAGE	OS field number(s)	.....	.....
	Area(s) harvested	.....	.....
OTHER FIELD WORKS	A summary of any works eg: ditch/dyke maintenance, dyke crossings, water supply etc. to be carried out		
OTHER SCHEMES	Please supply brief details of any other scheme (eg FHDS or AHGS), or financial arrangement with a govt. dept., local authority or voluntary body relating to marshes proposed for inclusion in this scheme		

DECLARATION
The above details are to the best of my knowledge correct

Signature Date Status

Please return this reply paid form to the address overleaf by 31 May 1985

*These details, although not essential for registration, would greatly assist the evaluation of the experiment.

An experimental scheme funded and run jointly by

Countryside Commission MAFF

European Communities — Commission

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ISBN 92-825-6914-4