Private Lands Conservation in Grenada

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PRIVATE LANDS CONSERVATION IN GRENADA

A Country Report by the Natural Resources Law Center, University of Colorado School of Law

September 2004

Sponsored by The Nature Conservancy

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BRIEF QUESTIONS

1. What legal tools are in place for the purpose of achieving private lands conservation in Grenada?

While Grenada does not appear to have any legislation specifically designed to achieve the goal of private lands conservation, there are a number of legislative acts that have the potential to help facilitate the attainment of this goal. Along these lines, the Forest, Soil and Water Conservation Act provides that a private landowner may place his or her property under the supervision of the Chief Forestry Officer; the National Parks Protection Areas Act authorizes the Governor-General to add private land that is leased, purchased, or donated for the purpose of conservation, to any national park; and under a National Forest Policy adopted in 1999, the Forestry Department is directed to create incentives and other mechanisms to encourage the conservation of privately-owned forests. The World Bank and the Government of Grenada have also jointly undertaken a project entitled the Dry Forestry Biodiversity Conservation Project. Of particular relevance to private lands conservation is the project’s goal of assessing the viability of providing incentives such as conservation easements to private landowners. Research for this report was unable, however, to find any information on the actual implementation of this project.

2. What legal tools are recognized by the Grenadian legal system and are capable of being used for private lands conservation?

While easements are recognized under Grenadian law, conservation easements are not explicitly recognized by the existing legal system—Parliament has yet to provide legislative authority for conservation easements; and English common law presents serious difficulties to the goal of using negative easements appurtenant, negative easements in gross, or restrictive covenants for conservation purposes. However, equitable servitudes could be used for this purpose. Equitable
servitudes are generally not recognized at law, and are enforceable only if equitable considerations demand their enforcement.

Although certain legal duties and processes affecting private citizens could be restructured and used as incentives for private landowners (such as property taxes), the use of such incentives would require Parliament to pass an enabling statute. Other possible tools for private lands conservation include leases, leasebacks, and profits à prendre.

3. **Given the legal authorities governing land tenure, what novel legal tools could be introduced to achieve the goal of private lands conservation in Grenada?**

This report recommends that conservationists encourage Grenada’s Parliament to pass a conservation easement statute similar to those employed in the United States—and which are modeled after the Uniform Conservation Easement Act (UCEA). By adopting legislation based on the UCEA, numerous U.S. states have eliminated the common law impediments to conservation easements—impediments that are present in the existing Grenadian legal system. Specifically, the UCEA provides that a conservation easement is valid even though: (1) it is not appurtenant to an interest in real property; (2) it can be or has been assigned to another holder; (3) it is not of a character that has been recognized traditionally at common law; (4) it imposes a negative burden; (5) it imposes affirmative obligations upon the owner of an interest in the burdened property or upon the holder; (6) the benefit does not touch or concern real property; or (7) there is no privity of estate or of contract. A unique feature of the Act is the “third-party enforcement right.” Under the Act, an easement may empower an entity other than an immediate holder to enforce its terms so long as the third party is a charitable organization or governmental body eligible to be a holder.
**INTRODUCTION**

This report seeks to provide the reader with a basic understanding of legal instruments, processes and institutions within Grenada that are relevant to private lands conservation; and to evaluate the legal feasibility of introducing conservation easements and other legal instruments into the Grenadian legal system for the purpose of achieving private lands conservation. Section I of the report provides relevant “background” information on government of Grenada, as well as historical and contemporary trends in the Grenadian system of land tenure. Section II of the report provides a brief overview of the Grenada’s governmental structure and recognized legal authorities. Section III of the report briefly discusses legislation and other issues relevant to the administration of land in Grenada. Section IV introduces the legal concept of a conservation easement, and evaluates the possibility of utilizing this tool within the Grenadian legal system. Section V introduces a number of additional tools that have the potential to facilitate private lands conservation in Grenada. The topical sweep of this section includes real covenants, equitable servitudes, profits à prendre, purchased development rights, leases, leaseback agreements, and reserved life interests. The final section of the report provides a general survey of legislation and other initiatives within Grenada that are relevant to both the administration of land and the goal of furthering private lands conservation.

**I. RELEVANT BACKGROUND**

**A. Governmental History**

Grenada has been an independent state within the Commonwealth of Nations since 1974. During its brief and chaotic tenure (1979–83), the People’s Revolutionary Government (PRG) revoked the Constitution of 1973—preferring to rule by revolutionary decree (or “people’s
laws”). Following the U.S.-Caribbean military intervention of October 1983 that deposed the short-lived Revolutionary Military Council, the Constitution of 1973 was brought back into force. Some judicial provisions established under the PRG were retained, however, for the sake of continuity and to facilitate the transition to a more representative government.

The Grenadian judiciary has been the branch of government most affected by the political events of the post-1979 period. Prior to the advent of the PRG, Grenada participated in the Eastern Caribbean Supreme Court along with other members of the Organization of Eastern Caribbean States (OECS)—as provided for by the West Indies Act of 1967. However, the PRG severed this association and established the Grenada Supreme Court and the Court of Appeal. Magistrate’s courts were retained by the PRG to administer summary jurisdiction.

In 1991 Grenada rejoined the OECS court system, with the right of appeal to the Judicial Committee of the Privy Council in London. However, Grenada was among the Caribbean nations that voted in 2001 to abolish the right of appeal to the Privy Council in favor of a Caribbean Court of Justice (though debate among the participant countries has repeatedly delayed the court’s date of operation).

B. Overview of Land Issues in Grenada

1. Public and Private Land

The state of Grenada includes the islands of Carriacou, Grenada and Petit Martinique, as well as several small uninhabited islands. The total land area in Grenada is approximately 84,000 acres (33,994 ha). However, unlike other members of the OECS, the Government of Grenada

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2 Id.
3 Id. at 28
4 Id. at 28–33.
does not own a significant proportion of this land. Crown lands are estimated at about 10 percent of total holdings, with private land ownership making up the remaining 90 percent.6

The pattern of land use in Grenada has been influenced by the history of plantation cultivation, which established large tracks of land in single crop production.7 Private ownership of these estates remained intact until the State intervened in a series of land distribution programs aimed at increasing the access of poorer and smaller farmers to land.

Table 1. Grenada—Basic Statistics

<table>
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<th>Population (Year 2000)</th>
<th>Crown Lands (acres)</th>
<th>8,030</th>
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<tbody>
<tr>
<td>Urban Population</td>
<td>38,016</td>
<td>Privately Owned Land (acres)</td>
<td>75,970</td>
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<tr>
<td>Rural Population</td>
<td>60,984</td>
<td>Agricultural Land (acres)</td>
<td>35,000</td>
</tr>
<tr>
<td>Total Area (acres)</td>
<td>84,000</td>
<td>Forest Area (acres)</td>
<td>6,950</td>
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During the postcolonial history of Grenada, citizens were given the right to own land.8 At present, with the exception of Grand Etang Forest Reserve, Mt. St. Catherine and a few agricultural estates, most of the land in Grenada is privately owned.9 However, while the predominance of private ownership has translated into more secure and transferable property rights, this has led to land being sub-divided among family members and passed on through generations.10 As result the development of very small holdings has proliferated, along with difficulties in tracking the ownership of properties.11

6 Allan Williams, Grenada—Country Experience: Land Policy, Administration and Management 9 (2003) (hereinafter, Land Policy 2003); see also, Appendix, § A.
8 Id. at 168.
10 The prevalence of “family land” in Grenada—i.e., land co-owned in undivided shares by the descendants of the original purchasers—is a phenomenon that dates back to the abolition of slavery. In Grenada 15 percent of the land is classified as family land. Beth Mills, Family Land in Carriacou, Grenada and its Meaning Within the Transnational Community: Heritage, Identity, and Rooted Mobility 2–3 (2002) (hereinafter Mills).
11 Id. at 17.
Forest reserves in Grenada have stabilized after a significant loss of forest acreage between 1961 and 1975. Some 6,946 acres (95 percent of this category) of forest is vested in the State.\(^\text{12}\)

2. **Land Use Patterns**

The majority of Grenada’s 300 towns and villages are located in the coastal areas with linear inland extensions along valleys and ridges. Unpopulated areas generally reveal natural physical constraints such as steep slopes unsuited for human settlements. A decline in the utilization of land in agriculture has been accompanied by increasing poverty levels and migration from the rural area into the urban centers. About 60 percent of the population now lives in the two “urban” parishes of St. George’s and St. Andrew’s.\(^\text{13}\)

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<tr>
<td>1961</td>
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<tr>
<td>1975</td>
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<tr>
<td>1981</td>
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<tr>
<td>1995</td>
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</table>

Source: GOG, Central Statistical Office.

The need for housing and tourism development continues to exert pressure on the pattern of land use. The 2001 Public Sector Housing Policy and Strategy suggests that the average annual demand for housing for the poor would be about 150 new dwelling units for the next two decades—representing about 12 acres at an average plot size of 3,000 sq. ft.\(^\text{14}\) The report offers the following land-related factors as influencing the housing sector.\(^\text{15}\)

(a) Grenadians have a culture of family land holding that complicates land title and discourages sub-division and sale;


\(^{13}\) Thomas Linus, Socio-Economic Profile of Grenada 83 (2000).


\(^{15}\) Id. at 9.
3. **General Pressures on Land-Based Resources**

The small size of the islands of Grenada limits the area available for various land use types. The natural resource base is also under extreme pressure from settlement and tourism development, as well as infrastructure, agriculture and forestry demands. These competing demands have resulted in such land use problems as deforestation, loss of biodiversity, increased soil erosion, shortage of water, decreased agricultural productivity and coastal erosion.\(^\text{16}\)

4. **Squatting**

Squatting occurs primarily on Government-owned lands and has been a serious problem in the Grand Anse Valley in St. George. In the last two decades, the Ministry of Agriculture has regularized over 1,250 plots, 55 percent of which have been in the Grand Anse area.\(^\text{17}\)

The process of squatter regularization involves surveying the plots, valuation by the Valuation Board (usually at below-market prices) and the ultimate transfer of the legal title to the occupants. The Grenada’s 2001 Housing Policy and Strategy identifies the following factors as contributing to the problem of squatting in Grenada:

- Lack of land use planning or zoning by-laws, which poses a serious constraint to the efficient use of land;

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\(^{17}\) Mills, at 129.
• Inadequate enforcement of existing laws;

• With regards to private lands, titling issues related to poorly registered inheritance over several generations.

II. OVERVIEW OF LEGAL CONTEXT

A. Government

The government of Grenada is a parliamentary democracy based on the Westminster model. The country is also a constitutional monarchy, with the British monarch—represented by a governor-general—as the nominal head of state. Executive authority is vested in a prime minister, who is the head of the majority party in the elected House of Representatives, the lower house of the two-chamber legislature. The Senate is appointed by the governor-general on the advice of the prime minister and the opposition leader. The Eastern Caribbean Supreme Court has jurisdiction over Grenada and other members of OECS, with a right for final appeal to the Privy Council in London.  

Within the country, cases are initially dealt with by magistrates, followed by the High Court and a Court of Appeal.

B. Legal Authority

Legal authority in Grenada is derived from the following sources: the Constitution of Grenada, acts of Parliament, local governmental laws, judicial holdings and the common law of England. Despite Grenada’s status as a parliamentary democracy, the Constitution of Grenada is not an enactment of the Grenadian Parliament. On its face, the Constitution is an “Imperial Order-in-Council of The Queen’s Most Excellent Majesty.” Additionally, the Constitution has never received legislative approval by Parliament, nor has it been ratified in a public referendum.

18 West Indies Associated States Supreme Court Order No. 223 of 1967.
III. **ADMINISTRATION OF LAND**

A. **Legislation**

There are essentially four pieces of legislation dealing with the administration of lands in Grenada. These are:

- Conveyancing and Law of Property Act\(^{21}\)
- Deeds and Land Registry Act\(^{22}\)
- Land Transfer Valuation Act\(^{23}\)
- Property Transfer Tax Act\(^{24}\)

The common law system of conveyancing still exclusively governs land transactions and land ownership in Grenada—though this system has been simplified by the Conveyancing and Law of Property Act.\(^{25}\) In addition, the Deeds and land Registry Act,\(^{26}\) provides for the registration of certain legal instruments affecting land, including wills.

Under the present system, original deeds are lodged at the Deeds Registry of the Registrar General’s Department. Searches are conducted at that Department to trace the Vendor’s title or to determine how the Vendor acquired ownership of the land or property being sold. The purchaser prepares an abstract of title consisting of a list of documents, facts and events setting out the history of ownership of the property and all dealings with the property over a period of at least 20 years. The first document contained in the abstract is called the root of title. For valid and clear title to be constituted, there must be a chain of title that continues from the root to the Vendor free from all encumbrances and without any discontinuities. Title to

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\(^{21}\) Cap. 64.
\(^{22}\) Cap. 79.
\(^{23}\) Cap. 39.
\(^{24}\) Cap. 37.
\(^{25}\) Cap. 64.
\(^{26}\) Cap. 79.
property is either freehold or leasehold. In the latter case, the term of years can vary from periods of 25 years to 999 years.

Land Transfer Valuation Act\textsuperscript{27} provides for a system of property appraisal in situations where property transfers attract a tax. Pursuant to the Act the Valuation Division of the Ministry of Finance determines the prevailing market value of land for tax purposes. The Act also provides that the open market value of the land should prevail over the sale price stated by both parties to the transaction.

The Property Transfer Tax Act\textsuperscript{28} also imposes a tax payable on the transfer of land. Both this Act and the Land Transfer Valuation Act provide for the filing of objections to and appeals from the valuations set on land and the transfer taxes assessed by the relevant authorities. If the Comptroller (the taxing authority) is satisfied that the land in question is not suitable, intended or designated for development (after having consulted with the Land Development Control Authority), the Vendor can be exempted from payment of the transfer levy.

\textbf{B. Foreign Ownership of Land}

All corporations and persons not citizens of Grenada are required by the Alien Landholding Regulation Act to apply for and obtain an Alien Landholding License prior to purchasing land in Grenada. Upon successful application a license is issued. The license fee is 10 percent of the consideration for the land. Ownership of property may be in the name of an individual, a corporation, a foreign company, a trust or other entity.\textsuperscript{29}

\begin{footnotesize}
\begin{itemize}
\item[\textsuperscript{27}] Cap. 39 (1992).
\item[\textsuperscript{28}] Cap. 37 (1998).
\item[\textsuperscript{29}] GOG/OAS, Plan and Policy for a System of National Parks and Protected Areas (2001).
\end{itemize}
\end{footnotesize}
C. Security of Tenure

Tenure situations in Grenada vary between freehold and leasehold, with the former predominating. In Grenada 72 percent of the land under farms are owned outright; 15 percent are operated as family-owned farms; and 12 percent are operated under lease arrangements.30

One approach to tenure security is found in the Land Settlement Act of 1933.31 Part 2 of the Act imposes restrictions on the alienation of lands allotted and sold as small-holdings. In particular, small-holdings cannot be encumbered for a period of 3 years and cannot be sold for a period of 15 years following the date on which the owner received possession.

IV. Conservation Easements in Grenada

In order to understand what legal tools might prove useful to the goal of private lands conservation in Grenada, it may be helpful to briefly examine some common law tools—as well as statutory codifications of these tools—recognized in the United States. Both Grenada and the American legal tradition have their roots in the English common law. In some key respects, however, the American common law has deviated significantly from the English common law. As discussed below, the deviations identified in this report mark instances where impediments to the use of common law instruments for conservation purposes were removed—either by progressions in the common law understanding of these instruments or by statutory enactments. Thus, an examination of the American common law tradition can help to identify impediments to the use of legal tools for conservation purposes in Grenada, as well provide instructive examples of how to remove these impediments.

The American common law recognizes a number of interests in land that have the potential to facilitate the goal of private lands conservation. Among these interests are real

31 Cap.161 (1933).
covenants, equitable servitudes, easements and profits. It is important to note, however, that while the common law recognizes these interests, it has traditionally imposed requirements that—in many instances—render their use problematic for conservation purposes. The Restatement (Third) of Property, part of the legal authority of the United States, has simplified the law governing real covenants, equitable servitudes, easements and profits by combining the rules governing these interests into a single doctrine—that of the Servitude. This modernized law of servitudes has also largely eliminated the common law impediments to the use of these interests for conservation purposes.

A. Conservation Easements

Easements have been recognized as legitimate interests in land for centuries. An easement is a limited right, granted by an owner of real property, to use all or part of his or her property for specific purposes. Where this purpose is to achieve the goal of conservation, the easement is frequently referred to as a conservation easement. A conservation easement is thus a voluntary, legally enforceable agreement in which a landowner agrees (usually with a governmental entity or NGO) to limit the type and amount of development that may occur on his or her property in order to achieve the goal of conservation. They are legally recorded deed restrictions that “run with the land” and can be obtained voluntarily through donation or purchase from the landowner.

Traditionally, an easement was “affirmative” (carrying rights to specified actions) and “appurtenant” (attached to a neighboring parcel of land). For example, one landowner might hold an easement in the land of a neighbor, allowing him or her to cross the neighbor’s property or draw water from the neighbor’s well. In contrast to conventional easements, conservation

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33 Depending on the type of resource they protect, easements are frequently referred to by different names—e.g., historic preservation easements, agricultural preservation easements, scenic easements, and so on.
easements are generally “negative” (prohibiting specified actions) and “in gross” (that is, they may be held by someone other than the owner of a neighboring property). While a conventional easement involves the conveyance of certain affirmative rights to the easement holder, an easement for conservation purposes involves the relinquishment of some of these rights and a conferral of power in the new holder of the rights to enforce the restrictions on the use of the property. This is a critical distinction—the landowner relinquishes the right to develop the land, but that right is not conveyed to the easement holder. That particular right (to develop the land) is extinguished.\textsuperscript{34} What the easement holder does acquire is the right to enforce the land-use restrictions.

To understand the concept of an easement, it is helpful to think of owning land as holding a bundle of rights—a bundle that includes the right to occupy, lease, sell, develop, construct buildings, farm, restrict access or harvest timber, and so forth. A landowner may give away or sell the entire bundle, or just one or two of those rights. For instance, a landowner may give up the right to construct additional buildings while retaining the right to grow crops. In ceding a right, the landowner “eases” it to another entity, such as a land trust. However, in granting an easement over the land, a landowner does not give away the entire bundle of ownership rights—but rather forgoes only those rights that are specified in the easement document.\textsuperscript{35}

\textsuperscript{34} Conservation easements generally extinguish development rights. However, with certain types of agreements—such as those involving purchased development rights (PDRs)—the development rights are not necessarily extinguished, but instead become the property of the easement holder. PDRs are generally classified as easements in gross. For a more extensive discussion of PDRs, please refer to Part I § A.6.

\textsuperscript{35} The grantor of a conservation easement remains the titleholder, the nominal owner of the land. The landowner conveys only a part of his or her total interest in the land—specifically, the right to develop the land. However, the landowner retains the right to possess, the right to use (in ways consistent with the easement), and the right to exclude others. Daniel Cole, Pollution and Property 17 (2002).
1. **Appurtenant Conservation Easements**

In legal terms, conservation easements generally fall into one of two categories: (1) **appurtenant easements**; and (2) **easements in gross**. An appurtenant easement is an easement created to benefit a particular parcel of land; the rights affected by the easement are thus appurtenant or incidental to the benefited land. Put differently, if an easement is held incident to ownership of some land, it is an appurtenant easement. The land subject to the appurtenant easement is called the servient estate, while the land benefited is called the dominant estate. Unless the grant of an appurtenant easement provides otherwise, the benefit of the easement is automatically transferred with the dominant estate—meaning that it “runs with the land.”

Under the majority U.S. common law authorities, an appurtenant easement does not require the dominant and servient estates to be adjacent to one another—an easement may be appurtenant to noncontiguous property if both estates are clearly defined and if it was the parties’ intent that the easement be appurtenant. There are some jurisdictions, however, that require the estates affected by an appurtenant easement to be adjacent. In such jurisdictions, there are a number of

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36 For a more Grenadian-specific discussion of appurtenant conservation easements, see Section IV(B).
37 Roger Bernhardt and Ann Burkhart, Real Property in a Nutshell 191, 214 (4th ed. 2000). An interest “runs with the land” when a subsequent owner of the land has the burden or benefit of that interest. An appurtenant easement runs with the land since the servient estate remains subject to it after being transferred, and the dominant estate retains the benefit after being transferred. With an easement in gross, the benefit cannot run with the land as there is no dominant estate—however, provided certain requirements are met, the burden can run with the land.
38 Verzeano v. Carpenter, 108 Or.App. 258, 815 P.2d 1275 (1991) (“[W]e agree with the majority view that an easement may be appurtenant to noncontiguous property if both tenements are clearly defined and it was the parties’ intent that it be appurtenant.”) (citing 7 Thompson on Real Property § 60.02(f)(4)); see also Day v. McEwen, 385 A.2d 790, 791 (Me.1978) (enforcing reserved “right of an unobstructed view” over servient tenement where dominant tenement was on the other side of a public road); Private Road’s Case, 1 Ashm. 417 (Pa.1826) (holding that a circumstance in which a navigable river intervenes between a meadow and an island is no legal reason why a way across the former should not be appurtenant to the latter); Saunders Point Assn., Inc. v. Cannon, 177 Conn. 413, 415, 418 A.2d 70 (1979) (holding that while an easement appurtenant must be of benefit to the dominant estate, the servient estate need not be adjacent to the dominant estate); Woodlawn Trustees, Inc. v. Michel, 211 A.2d 454, 456 (1965) (holding that in cases of noncontiguous parcels, the easement over the land of the servient tenement is valid and enforceable if, by means of a right of way of some sort which traverses land of another, the servient tenement benefits the dominant tenement).
ways to meet—or potentially relax—the adjacency requirement while furthering the goal of private lands conservation.

At this point in the discussion of easements and the manipulation of existing laws in other countries to promote new methods of constructing easements for conservation purposes, it is important to emphasize that Grenada departs significantly in its interpretation of the structure of easements from the majority U.S. common law authorities. Easements, under the English common law tradition, must be appurtenant and adjacent. In fact, easements in gross—negative or affirmative—are not recognized at all by the English common law. Grenada, by virtue of being “stuck” within the confines English property law, has not advanced to the degree that other countries have in their approach to using creative techniques for conservation in conjunction with easements. Therefore, the following methods employed by other countries for private lands conservation would not be applicable to Grenada. However, because it is conceivable that the Parliament of Grenada could authorize these methods through the enactment of enabling statutes, it is helpful to briefly address the practices that have been successful in other places. The following list is a brief sample of such methods:

a. **Purchase by NGOs of land that can serve as adjacent estates**

One method for meeting an adjacent lands requirement is for an NGO to acquire—by purchase or donation—land adjacent to the property to be subject to the easement. This allows the NGO’s property to be the dominant estate, and the NGO to hold the easement over adjoining lands.

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40 According to The Laws of England:

A person possesses an easement in respect of his enjoyment of some estate or interest in a particular piece of land, and the easement is said to be appurtenant to that land (d). No one can possess an easement irrespective of his enjoyment of some estate or interest in a particular piece of land, for there is no such thing as an easement in gross (e).


41 The information in Part I § A.2 (a) – (e) is taken primarily from ELI at 23–24.
b. **Creative “nexus” arguments for non-adjacent lands**

Another potential method for creating a valid appurtenant easement between non-adjacent properties is to establish (e.g., by successfully arguing its existence in a court of law) an adequate nexus between the properties in question. In Costa Rica, the Center for Environmental Law and Natural Resources (CEDARENA) created an appurtenant easement between a parcel of private land and a nearby state reserve that shared the same birds.

c. **Reciprocal easements**

Reciprocal easements enable adjacent landowners to limit their respective land uses through easements granted to each other—a method that provides protection for both properties. Working with private landowners, conservation groups in Latin America have used reciprocal easements that grant a third-party NGO the right to enforce the easement—with express authority to enter the property, monitor compliance, and seek judicially enforcement of the rights and obligations derived from the easement. Thus, the use of reciprocal easements can potentially provide a conservation NGO with enforceable rights over land, without the need for the NGO to own adjacent land.

d. **Use of public lands as the dominant estate to hold an easement**

In several Latin American countries, easements over private land have been created using adjacent or nearby public lands as the dominant estate. In some instances, the easements have also provided a third-party NGO with the right to enforce its terms.

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42 In order to take advantage of federal and state tax incentives, U.S. landowners must grant the conservation easement to either a governmental entity or an authorized NGO. Thus, while the use of reciprocal easements between private landowners is potentially an effective method for achieving private lands conservation, conservation incentives provided under U.S. federal and state law would not be available for this type of arrangement.
e. Legal Limitations and Uncertainties to Third-Party Enforcement

The common law—or civil code—of some jurisdictions only recognizes the right of an easement’s holder to enforce its terms. Thus, depending on the jurisdiction in question, the practice of granting a third-party NGO the right to enforce the easement may or may not survive legal scrutiny. Additionally, the relevant legal authority is often unclear as to whether the grant to an NGO of the right to monitor and enforce an easement is a real property right that runs with the land, or a personal right enforceable only against the original maker of the easement.

Under the common law adhered to in the U.S., third party enforcement of a conservation easement would be invalidated in court due to a basic principle of contract law which mandates only the parties to the contract may enforce its terms. However, many U.S. states have laws authorizing the assignment of this specific power to non-profit organizations—provided the assignment is written into the conservation easement.

Unfortunately, the common law tradition of Grenada would most likely not recognize third-party enforcement. The easement is created on the servient estate solely for the benefit of the dominant estate. It must be stressed that the “right constituting the easement must be in some way connected with the enjoyment of the dominant tenement.”43 The only individual who can enforce the easement is the owner in possession of the dominant estate.44

2. Conservation Easements in Gross45

Unlike an appurtenant easement, an easement in gross is not created for the benefit of any land owned by the owner of the easement, but instead attaches personally to the easement

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43 LAWS OF ENGLAND, at 242.
44 See id. at 332.
45 See also Section IV(B).
owner—regardless of whether the owner of the easement owns any land. At common law an easement in gross could not be transferred. Today, however, there are many jurisdictions where legislation and more modern trends in the relevant common law have authorized the transferability of easements in gross. Nonetheless, because English common law tradition adhered to by Grenada does not recognize easements in gross (as countries following the American common law tradition have), these types of easements are also not valid in Grenada.

As noted above, both an appurtenant conservation easement and a conservation easement in gross meet the legal criteria for what is known as a negative easement—an easement that prohibits the owner of the servient-estate from doing something. Conservation easements are negative in character because they prevent the owner of the burdened estate from developing the land, typically in any way that would alter its existing natural, open, scenic, or ecological condition. However, while the common law has generally recognized and enforced certain limited types of negative easements, it has generally refused to enforce negative easements in gross. Due to doubts over the validity and transferability of negative easements in gross at common law, statutes have been enacted in most U.S. states authorizing conservation easements—both in gross and appurtenant.

46 Examples of typical easements in gross include the right of a non-owner to harvest timber, mine minerals, extract water or other items from the owner’s land.
47 Restatement (Third) of Property, Servitudes, §4.6 (T.D. No. 4, 1994), provides that all easements in gross are assignable unless contrary to the intent of the parties. It eliminates the restriction of the first Restatement that only commercial easements in gross are assignable.
48 See LAWS OF ENGLAND, at 235-236.
49 Jesse Dukeminier and James E. Krier, Property 856 (4th ed. 1998). Traditionally, courts have disfavored interests conveyed “in gross” and negative easements because they can cloud title and may raise recordation problems—the difficulty being notice to future landholders. However, in the U.S. legislation with proper recordation requirements and limitations upon those who may hold these kinds of interests have largely overcome these objections.
3. **The Uniform Conservation Easement Act**

In order to facilitate the development of state statutes authorizing landowners to create and convey conservation easements and government agencies and nonprofits to hold such easements, in 1981 the National Conference of Commissioners on Uniform State Laws drafted the Uniform Conservation Easement Act (UCEA). The Act’s primary objective is to enable “private parties to enter into consensual arrangements with charitable organizations or governmental bodies to protect land and buildings without the encumbrance of certain potential common law impediments.”

The UCEA defines “conservation easement” as “[a] nonpossessory interest of a holder in real property imposing limitations or affirmative obligations the purposes of which include: (1) retaining or protecting natural, scenic, or open-space values of real property; (2) assuring its availability for agricultural, forest, recreational, or open space use; (3) protecting natural resources; (4) maintaining or enhancing air or water quality; or (5) preserving the historical, architectural, archeological, or cultural aspects of real property.

The UCEA has made conservation easements more certain devices by eliminating several common law impediments. Specifically, the UCEA provides that a conservation easement is valid even though: (1) it is not appurtenant to an interest in real property; (2) it can be or has been assigned to another holder; (3) it is not of a character that has been recognized traditionally at common law; (4) it imposes a negative burden; (5) it imposes affirmative obligations upon the owner of an interest in the burdened property or upon the holder; (6) the benefit does not touch or concern real property; or (7) there is no privity of estate or of contract.

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51 UCEA, §1(1)—Definitions.
52 § 4, 12 U.L.A. 179.
A unique feature of the Act is the “third-party enforcement right.” Under the Act, an easement may empower an entity other than an immediate holder to enforce its terms. The third-party must be a charitable organization or governmental body eligible to be a holder. Additionally, one organization may own the easement, but delegate enforcement to another, provided the terms of the easement allow it.

Just as the UCEA eliminated common law impediments to the functioning of conservation easements in several of the United States, passage of a statute authorizing something akin to the UCEA by the Parliament of St. Vincent would lend a security and efficiency to the creation of conservation easements on the islands that presently does not exist.

4. **Tax Incentives Under the UCEA**

What incentive does a private landowner have to convey valuable development rights to either a public or private trustee? In the United States, along with the desire of landowners to preserve undeveloped land, the answer is often money—received in the form of tax benefits (e.g., income, property, gift and estate taxes) or cash payments. For instance, U.S. landowners who donate conservation easements that satisfy requirements of the Internal Revenue (IRS) Code can take advantage of federal income and estate tax benefits. To satisfy the relevant section of the Internal Revenue Code, a conservation easement must be granted—

a. to a governmental entity or charitable organization that meets certain public support tests; and

b. exclusively for conservation purposes, which include (1) the preservation of open space for scenic enjoyment pursuant to a clearly delineated governmental conservation policy; (2) the preservation of land for outdoor recreation; (3) the protection of the natural habitat of wildlife or plants; and (4) the preservation of historically important land or a certified historic structure.\(^{53}\)

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\(^{53}\) IRS Code, § 170(h).
If a conservation easement satisfies these requirements, the grantor may then receive a charitable deduction for the difference in property’s value before the easement was granted compared to the property’s value after the granting of the conservation easement. This is often referred to as the “before and after” test. In addition to federal tax incentives, U.S. landowners can frequently take advantage of a variety of state tax incentives.

B. Easements Grenada

There appears to be no legal authority in the Grenada that deals with—or even mentions—the use of “conservation easements” per se. Easements, however, are a well-established interest in the English common law tradition, created when a “nonowner” possesses positive rights (to do something) or negative rights (to prevent something being done) over another’s land.

The Appurtenant Conservation Easement. Given that an appurtenant conservation easement prevents the owner of the servient-estate from doing something, it might logically be considered a “negative easement”—a property interest that is an established part of the English common law tradition adhered to by Grenada. A negative easement is the right of the dominant-estate owner to stop the servient-estate owner from doing something on the servient estate. Prior to Queen Victoria’s reign, English courts had recognized four types of negative easements: the right to stop your neighbor from (1) blocking your windows, (2) interfering with air flowing to

54 For federal income tax purposes, this difference in value is a charitable deduction which can be used for a period of up to 5 years to reduce the income tax of the grantor of the easement. The maximum deduction in any year is 30 percent of the grantor’s adjusted gross income. For federal estate tax purposes, the grant of the easement results in a lower valuation of the property—and thus, a lower valuation of the estate to which the federal estate tax will be applied. Under the Farm and Ranch Protection Act (1997), IRS Code § 2031.c, landowners can receive an exclusion from federal estate taxes for up to 40 percent of the value of their land under a conservation easement. Only easements granted in perpetuity are eligible for federal tax benefits.
56 This discussion of appurtenant conservation easements also involves the concept of an equitable servitude. Equitable servitudes are specifically addressed at Section V(B). For more on appurtenant conservation easements, see Section IV(A)(1).
your land in a defined channel, (3) removing the support of your building, and (4) interfering with the flow of water in an artificial stream. However, English courts in the nineteenth century refused to recognize any new servitutes other than these limited types as easements—a limit which remains a part of English common law today. Thus, within the common law tradition adhered to by Grenada an appurtenant conservation easement would not be considered a negative easement, but would instead be viewed as a “negative promise”—i.e., a promise to not do something.

Under English common law, negative promises that are not one of the four permitted types of negative easements are given effect as “real covenants” or “equitable servitudes.” The English common law tradition, however, does not recognize real covenants (negative or otherwise) between fee owners. Pursuant to this tradition, an appurtenant conservation easement—which is a negative promise between fee owners—would be enforceable only as an “equitable servitude.”

While English courts closed the books on negative easements in the nineteenth century, courts of equity soon began to enforce negative promises between the parties as equitable servitudes. Equitable servitudes became the equivalent of negative easements, but subject to a different set of rules developed in chancery.

An equitable servitude is a covenant respecting the use of land enforceable against successor owners or possessors in equity regardless of its enforceability at law (a covenant is a promise respecting the use of land; and easement is a grant of an interest in land). Equity requires that parties intend the promise to run, that a subsequent purchaser have actual or

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constructive notice of the covenant, and that the covenant touch and concern the land. Under the English common law, covenants run in equity against successors who give no consideration (donees, heirs, will beneficiaries), whether or not they have notice. All subsequent possessors are bound by the servitude, just as they are bound by an easement. However, for a person other than the original covenantee to enforce the benefit, in some jurisdictions the beneficiary must show that he acquired title to his land from the covenantee, either before or after the covenant was made.

Although an equitable servitude starts out as a promise in equity, in the course of time it becomes an interest in land. Unlike a real covenant, which attaches to an estate in land, an equitable servitude “sinks its tentacles into the soil, burdening the land itself and not the estate.”\(^60\) In this sense it is similar to an easement.\(^61\) The traditional difference between real covenants and equitable servitudes relates to the remedy sought. The remedy for breach of a real covenant is damages in a suit at law. The remedy for breach of an equitable servitude is an injunction or enforcement of a lien in a suit in equity.

As the above analysis indicates, the common law tradition adhered to by Grenada would not recognize the validity of an appurtenant conservation easement as such. However, within this tradition it is possible that an appurtenant conservation easement would be recognized and judicially enforced as an equitable servitude.

*The Conservation Easement in Gross.*\(^62\) The English common law tradition does not recognize an easement in gross—which essentially means the burden of an easement in gross will not run to assignees of the burdened land. And while this tradition would likely construe an easement in gross as an equitable servitude, English courts have held that the burden of an

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\(^{61}\) See e.g., Trustees of Columbia College v. Lynch, 70 N.Y. 440 (1877).

\(^{62}\) For more on conservation easements in gross, see Section IV(A)(2).
equitable servitude will not run if the benefit is in gross. For a servitude to run, there must be both a servient and a dominant tenement.63

V.  ADDITIONAL LEGAL TOOLS FOR PRIVATE LANDS CONSERVATION

A.  Real Covenants

A real covenant, under both American and English common law traditions, is generally defined as a promise concerning the use of land that (1) benefits and burdens both the original parties to the promise and their successors and (2) is enforceable in an action for damages.64 A real covenant gives rise to personal liability only. It is also enforceable only by an award of money damages, which is collectible out of the general assets of the defendant.65 If the promisee sues the promisor for breach of the covenant, the law of contracts is applicable. If, however, a person who buys the promisee’s land is suing, or a person who buys the promisor’s land is being sued, then the law of property is applicable.66 The rules of property law thus determine when a successor owner can sue or be sued on an agreement to which he or she was not a party. Two points are essential to understanding the function of these rules. First, property law distinguishes between the original parties to the covenant and their successors. Second, each real covenant has two “sides”—the burden (the promisor’s duty to perform the promise) and the benefit (the promissee’s right to enforce the promise).

In order for the successor to the original promisor to be obligated to perform the promise—that is, for the burden to run—the common law traditionally required that six elements must be met: (1) the promise must be in a writing that satisfies the Statute of Frauds; (2) the

64 Promises that restrict permissible uses of land are referred to as negative or restrictive covenants.
65 This historic remedy for breach of a real covenant is damages, measured by the difference between the fair market value of the benefited property before and after the defendant’s breach.
66 English courts never extended the concept of real covenants outside the landlord-tenant context. American courts, however, extended it to promises between fee simple owners or neighbors.
original parties must intend to bind their successors; (3) the burden of the covenant must “touch and concern” land;67 (4) horizontal privity must exist,68 (5) vertical privity must exist;69 and (6) the successor must have notice of the covenant. In contrast, the common law traditionally required only four elements for the benefit of a real covenant to run to successors: (1) the covenant must be in a writing that satisfies the Statute of Frauds; (2) the original parties must intend to benefit their successors; (3) the benefit of the covenant must touch and concern land; and (4) vertical privity must exist.

The Restatement (Third) of Property (Servitudes) has eliminated a number of these traditional common law requirements. The horizontal privity requirement and the prohibition on third party beneficiaries have been entirely eliminated. Also, the prohibition on covenant benefits in gross, the touch and concern requirement, and the vertical privity doctrine have been replaced with doctrines designed to more effectively accomplish their respective purposes. Pursuant to the Restatement’s approach, a covenant is a servitude if either the benefit or the burden runs with the land. The benefit or burden of a real covenant runs with the land where (1) the parties so intend; (2) the covenant complies with the Statute of Frauds; and (3) the covenant is not otherwise illegal or violative of public policy.70

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67 For the covenant to “touch and concern land,” it must relate to the direct use or enjoyment of the land. A covenant that restricts the development on a parcel meets this requirement.

68 The common law traditionally requires that the original parties have a special relationship in order for the burden to run, called horizontal privity. In some U.S. states, horizontal privity exists between the promisor and the promisee who have mutual, simultaneous interests in the same land (e.g., landlord and tenant). Other U.S. states also extend horizontal privity to the grantor-grantee relationship.

69 Vertical privity concerns the relationship between an original party and his or her successors. Vertical privity exists only if the successor succeeds to the entire estate in land held by the original party.

70 Restatement (Third) of Property (Servitudes) §§ 1.3, 1.4 (2000). Under the Restatement, a covenant burden or benefit that does not run with land is held “in gross.” A covenant burden held in gross is simply a contractual obligation that is a servitude because the benefit passes automatically to successors to the benefited property. A covenant benefit held in gross is a servitude if the burden passes automatically to successors to the land burdened by the covenant obligation.
Grenada would most likely recognize those iterations of real covenants honored under the English common law. However, there is little to suggest that the Restatement’s approach would be honored in Grenada.

B. Equitable Servitudes

The primary modern tool for enforcing private land use restrictions is the equitable servitude. An equitable servitude is a promise concerning the use of land that (1) benefits and burdens the original parties to the promise and their successors and (2) is enforceable by injunction. The usual remedy for violation of an equitable servitude is an injunction, which often provides more effective relief for conservation purposes than compensatory damages.

Under traditional common law rules, for the burden of an equitable servitude to bind the original promissor’s successors four elements must be met: (1) the promise must be in a writing that satisfies the Statute of Frauds or implied from a common plan; (2) the original parties must intend to burden successors; (3) the promise must “touch and concern” land; and (4) the successor must have notice of the promise. In contrast, the traditional common law only required three elements to be met for the benefit to run to successors: (1) the promise must be in writing or implied from a common plan; (2) the original parties must intend to benefit successors; and (3) the promise must “touch and concern” land.

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71 There is some doctrinal confusion regarding the difference—if any—between an equitable servitude and a conservation easement. However, under the approach adopted by the Restatement (Third) of Property, easements, profits, covenants—including equitable servitudes, are governed by a single body of law. See Susan F. French, Highlights of the new Restatement (Third) of Property: Servitudes, Real Property, Probate and Trust Journal 226, 227 (2000).

72 Traditional common law rules are being distinguished here from the modernized law of servitudes set forth by the Restatement (Third) of Property.

73 If a developer manifests a common plan or common scheme to impose uniform restrictions on a subdivision, the majority of U.S. courts conclude that an equitable servitude will be implied in equity, even though the Statute of Frauds is not satisfied. The common plan is seen as an implied promise by the developer to impose the same restrictions on all of his or her retained lots.
Under the law of servitudes set forth by the Restatement (Third) of Property (Servitudes), there are eight basic rules that govern expressly created servitudes:74 (1) a servitude is created by a contract or conveyance intended to create rights or obligations that run with the land if the servitude complies with the Statute of Frauds; (2) the beneficiaries of a servitude are those intended by the parties; (3) servitude benefits held in gross are assignable unless contrary to the intent of the parties;75 (4) a servitude is valid if it is not otherwise illegal or against public policy; (5) a servitude is interpreted to carry out the intent or legitimate expectations of the parties, without any presumption in favor of free use of land; (6) servitude benefits and burdens run to all subsequent possessors of the burdened or benefited property;76 (7) servitudes may be enforced by any servitude beneficiary who has a legitimate interest in enforcement, whether or not the beneficiary owns land that would benefit from enforcement; and (8) servitudes that have not been terminated may be enforced by any appropriate legal and equitable remedies.

74 As noted above, under the “integrated approach” adopted by the Restatement (Third), easements, real covenants, profits and equitable servitudes are all categorized as servitudes.

75 Restatement (Third) of Property (Servitudes) § 2.6 (1)–(2) (2000). Early law prohibited the creation of servitude benefits in gross and the creation of servitude benefits in persons who were not immediate parties to the transaction. However, under the Restatement (Third) of Property (Servitudes), the benefit of a servitude may be created to be held in gross, or as an appurtenance to another interest in property. Also, the benefit of a servitude may be granted to a person who is not a party to the transaction that creates the servitude.


Courts have also held that developers are entitled to enforce covenants after selling all their lots if intended to have the power to do so. See, e.g., Riverbank Improvement Co. v. Bancroft, 209 Mass. 217, 95 N.E. 216 (1911); Christiansen v. Casey, 613 S.W.2d 906 (Mo.Ct.App.1981).

Even where a conservation easement is not authorized by statute, courts have recognized the benefit in gross as a valid and enforceable interest. See e.g., Bennett v. Commissioner of Food and Agriculture, 576 N.E.2d 1365 (Mass.1991) (where beneficiary of a restriction is the public and restriction reinforces a legislatively stated public purpose, old common law rules barring creation and enforcement of easements in gross have no continuing force; question is whether bargain contravened public policy when made and whether enforcement is consistent with public policy and reasonable).

76 Special rules govern servitude benefits and burdens that run to life tenants, lessees, and persons in adverse possession who have not yet acquired title.
Grenada follows traditional English common law, which recognizes equitable servitudes only when equitable principles would so require. Thus, equitable servitudes are a possible tool for private conservation in Grenada.

C. Profits à Prendre

A profit à prendre (or profit) is a common law interest in land that gives a right to enter and take part of the land or something from the land. Although it is not commonly used for conservation purposes, profits à prendre have the potential to facilitate the conservation of private lands. For instance, a landowner that wishes to protect the timber on his or her property could grant a profit à prendre to a conservation group with respect to that timber. The conservation organization would have the exclusive right to decide whether and what trees to cut. By granting such a right to a conservation group, the landowner would prevent future owners of the land from harvesting the trees, since that right has been given away. Under the common law, a landowner can grant a profit à prendre to anyone—there is no requirement that the holder of a profit à prendre own adjacent property.

A landowner creates a profit à prendre by granting it in writing to the profit à prendre holder. The landowner specifies precisely what the holder is allowed to enter the land to take. Once the landowner has granted a profit à prendre, he or she must respect its terms. The profit à prendre holder can sue if the owner deals with the land in a way that detracts from the rights of...
the profit à prendre holder. The holder of a profit à prendre can also sue anyone interferes with the profit à prendre.80

A profit à prendre document is designed to outlive the landowner—and perhaps even the profit à prendre holder. In creating a profit à prendre, it is thus essential to consider potential conflicts between a landowner and a profit à prendre holder and describe exactly what the parties intend in the document itself. To protect the profit à prendre holder if the land is subsequently sold, the profit à prendre should be registered in the appropriate land title office. The profit holder can lease, sell, give away or bequeath the profit à prendre to someone else. The holder can also terminate a profit à prendre by giving a written release to the landowner, which would then be registered in the land title office.

English common law recognizes the previously delineated characteristics and treatments of profits. Because these servitudes have long been recognized under the common law of England, they most likely could be serviceably employed for conservation purposes in Grenada.

D. Purchased Development Rights

In the U.S., purchased development rights (PDR) are voluntary legal agreements that allow owners of land meeting certain criteria to sell the right to develop their property to local governmental agencies, a state government, or to a nonprofit organization. A conservation easement is then placed on the land. This agreement is recorded on the title to permanently limit the future use of the land. A PDR is thus an interest in real property that is nonpossessory and entitles its holder to enforce certain land use restrictions or to enforce certain rights to public use or access upon the holder of the possessory interest.81

80 Conversely, the profit à prendre holder must respect the rights of the landowner. The landowner can sue the profit à prendre holder if the holder interferes with the landowner’s rights.
81 At common law PDRs closely resemble negative easements in gross. With the exception of commercial easements in gross, easements in gross were not transferable and expired with the holder. These common law and
Under a PDR agreement, the landowner retains all other ownership rights attached to the land. The buyer essentially purchases the right to develop the land and retires that right permanently, thereby assuring that development will not occur on that particular property. Used strategically, a PDR program can be an effective tool to help maximize a community’s conservation efforts. Financial support for PDR programs can be raised through a variety of mechanisms—including bond initiatives, private grants and various taxation options.

It is not clear to what extent the laws of Grenada would accommodate PDR programs. For a definitive take on this, more research is needed. However, since conservations easements are employed in this practice, is unlikely that PDR programs would be successful under the property laws of Grenada as they currently exist.

E. Leases, “Leaseback” Agreements, and Reserved Life Interests

Long-term lease agreements between a private landowner and a conservation NGO or governmental agency are another potential method for achieving the goal of private lands conservation. A lease agreement can enable a conservation NGO to temporarily possess the property in exchange for rent payments. Conservation objectives can be met by including land use limitations in the lease agreement.82

A “leaseback” agreement allows a landowner to donate or sell land in fee simple and immediately lease it back for an agreed use and period. In this case a landowner transfers title to the land to a conservation NGO or governmental agency. As part of the agreement, the statutory impediments to the use of PDRs have been addressed in those states that have enacted the UCEA. In addition to providing protection against being extinguishment, for PDRs drafted as conservation easements under its provisions, the UCEA provides the basis for claiming both federal and state income and estate tax benefits. See Maureen Rudolph and Adrian M. Gosch, Comment, A Practitioner’s Guide to Drafting Conservation Easements and the Tax Implications, 4 Great Plains Nat. Resources J. 143, 146 (2000).

82 See ELI, at 30. In addition to stipulating detailed use-limitations, the lease could include a base-line ecological inventory of the land, using written descriptions, data, photographs, graphs, maps, etc. Breach of the use-conditions would normally entitle the landowner (or his or her heirs) to terminate the lease. This arrangement would provide the landowner with ongoing control over land use while providing some security of tenure to the conservation NGO.
conservation NGO leases the land back to the owner using a long-term lease, subject to conditions designed to ensure conservation of the land. Breach of the lease could enable the conservation NGO to terminate the lease and take possession of the land.

A landowner could also transfer fee simple title to the land to a conservation NGO (by donation or sale), but reserve a life interest in the land. This method would enable the landowner to remain undisturbed on the land for life. The landowner also has the assurance that without further legal action the conservation NGO will assume control of the land upon the his or her death.

It is likely that the laws of Grenada would accommodate leaseback programs and reserved life interests, which are a type of interest long recognized under the British common law. However, more research would be required to definitively make this assertion.

VI. LEGISLATION AND INITIATIVES RELEVANT TO LAND CONSERVATION

This section attempts to provide a brief overview of legislation and other initiatives relevant to land conservation in Grenada.

A. Legislation

1. Carriacou Land Settlement and Development Act

This Act establishes a body called the Carriacou Land Settlement and Development Authority, and authorizes that body to regulate, control and develop land settlement in Carriacou as provided by the Act. The Board has the power to “[c]ontrol, develop and reorganize such lands as may be vested in accordance with the economic and social requirements of the community and with the need for conserving the natural resources of soil, forest and water.”

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83 Cap. 42 (1955).
84 *Id.* at § 3(1).
85 *Id.* at § 8(a).
The Board is also given the authority to select any land deemed necessary for the establishment of small holders “and for other public purposes connected therewith.”\footnote{Id. at § 15(1).} The Act endows the Board with the power to acquire property,\footnote{Id. at § 16.} and provides that where the Board is unable to acquire land by agreement and on reasonable terms it must report that fact to the Minister; additionally, if the Board requests—and the Minister agrees—it may acquire such land or building compulsorily under the provisions of the Land Acquisition Act.\footnote{Id. at § 17.}

2. **Crown Lands Act**\footnote{Cap. 73 (1896).}

The Crown Lands Act provides for the vesting of lands in the Governor-General for the public uses of Grenada—lands known as Crown lands. Under this Act, the Governor General has the power to declare Crown Land as a forest reserve and to grant, rent, lease or sell those lands. The Act also empowers “the competent authority” to attach conditions to the sale or lease of State lands—importantly, such conditions may include the requirement to observe good management practices on such land. In addition to authorizing the Governor-General to make rules for the management of crown lands, the Act also grants the Government power to resume possession of lands, buildings and premises specified in the Schedule to the Act. The Act stipulates the right of the Crown to mines and alluvial deposits of precious minerals.

3. **Forest, Soil and Water Conservation Act**\footnote{Cap. 116 (1949) (amended 1984).}

In addition to setting forth the aims of governmental forest policy, this Act establishes a Forestry Department within the Ministry of Agriculture and provides for a Chief Forestry Officer. The Act also stipulates the following:

- the Governor-General may declare crown land a forest reserve;
the Governor-General may declare other crown land as protected forest when it is for a specified particular purpose;

- power is given to the Minister to make rules to regulate or prohibit certain types of conduct within a protected forest;

- private land may be declared a forest reserve and the Chief Forestry Officer shall mark out and keep the area defined;

- the owner of private property declared to be a protected forest is to be compensated if he submits a claim with full particulars of the estimated loss;

- estimated loss is determined by an Assessment Board;

- a private owner can agree that his property be supervised by the Chief Forestry Officer;

- crown lands may be a prohibited area for a specified particular purpose;

- provides a procedure for the removal of persons in wrongful possession of crown lands;

- procedure for the enforcement of the provisions of the Act.

To date, only two forest reserves have been declared—Grand Etang and one area in Carricaou. The Grand Etang forest reserve contains approximately 3,800 acres.

4. **Grand Etang Forest Reserve Act**

The goals of this Act are to (1) preserve forest growth in the vicinity of Grand Etang, for the conservation and promotion of rainfall and the water supply of the island; (2) demarcate and delimit that area for enabling government to prevent encroachments being made in the forest reserve area; and (3) acquire private lands which fall within the boundaries of the demarcated area. The Act stipulates that the lands so mentioned shall forever form part of Government land and shall be strictly reserved and set apart for the public purpose of forest conservation.

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91 Cap. 124 (1906).
92 Id. at § 3.
5. **Grenada Fisheries Act**\(^\text{93}\)

The general purpose of this Act is to provide for the management and development of fisheries in the fishery waters of Grenada and for the appointment of Fisheries Officers.\(^\text{94}\) The Act authorizes the Minister to declare any area of the fishery waters a priority area; and endows the Minister with the power to take measures to ensure fishing in the area is not impeded.\(^\text{95}\) The Minister may also lease lands—including areas of the foreshore and seabed—for the purpose of aquaculture.\(^\text{96}\)

The Act sets forth a number of purposes for which the Minister may declare any area of the fishery waters—and, as appropriate, any adjacent or surrounding land—to be a marine reserve where special protective measures are necessary. These purposes include the following:\(^\text{97}\)

- to afford special protection to the flora and fauna of such areas and to protect and preserve the natural breeding grounds and habitats of aquatic life, with particular regard to flora and fauna in danger of extinction;
- to allow for the natural regeneration of aquatic life in areas where such life has been depleted;
- to promote scientific study and research in respect of such areas; or

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\(^{93}\) Cap. 108 (1986).

\(^{94}\) *Id.* at 3(1). Section 40(1) authorizes the Minister to make regulations for the management and development of fisheries in the fishery waters for all or any of the following purposes:

- the management and protection of marine reserves;
- the taking of coral and shells;
- the setting of fishing fences;
- aquaculture development;
- aquaculture operations;
- regulating or prohibiting entry into land leased for the purpose of aquaculture or into waters superjacent upon such land;
- prescribing any other matter which is required or authorized to be prescribed by the Act.

\(^{95}\) *Id.* at § 21. Section 23(2)(a)–(d) creates an offence if any one without permission in a marine area:

- fishes or attempts to fish;
- takes or destroys any flora and fauna other than fish;
- dredges, extracts sand or gravel, discharges or deposits waste or any other polluting matter, or in anyway disturbs, alters or destroys the natural environment; or
- constructs or erects any buildings or other structures on or over any land or waters.

\(^{96}\) *Id.* at § 22(1).

\(^{97}\) *Id.* at § 23(1)(a)–(d).
• to preserve and enhance the natural beauty of such areas.

6. Land Development Control Act

The Act provides for the orderly and progressive development of land in Grenada. The Act established the Development Control Authority (DCA) whose technical arm is the Physical Planning Unit of the Ministry of Finance. The Act expressly prohibits land development in Grenada without the written permission of the DCA. The Act empowers the Minister, however, to direct that specific applications or a class of applications be referred to Cabinet for determination and to direct restriction of development permission in the national interest. An appeal lies to the Minister for determinations of the Authority and the Minister must refer such appeals to an appeals tribunal and act on its recommendations in making his determination. The sub-division of Agricultural lands is not included in the Act’s mandate, though Crown Lands that are developed for housing do require such approval from the Authority.

The Act also authorizes the DCA to request, if it so desires, an Environmental Impact Assessment in respect to any application for permission to develop land in Grenada. The Authority is also given the mandate to identify, protect, conserve and rehabilitate the natural and cultural heritage of Grenada.

98 Cap. 160 (1968).
99 Section 3(1) of the Act establishes the DCA, the members of which are appointed by the Governor-General and “shall include the Chief Technical Officers of Physical Planning, Public Works, Health Services, Agriculture and Housing.”
100 Section 5(1) provides that notwithstanding any other law to the contrary, no person shall commence to carry out development of any land in Grenada without the prior permission of the Authority.

Section 19(1), creates an offence and prescribes penalties for any person who commences or carries out land development without permission, or otherwise than in accordance with plans approved by the Authority; and under Section 19(2), a person who fails to comply with the conditions relating to a grant of permission for development is guilty of an offence. Section 19(3) provides that a person guilty of an offence against the Act shall be liable on summary conviction to a fine of ten thousand dollars and in the case of a continuing offence a fine of five hundred dollars a day. However, under Section 19(4), where a development is carried out in a manner which is at least ninety percent in accordance with the plans a person shall not be convicted but may be required to cause the development to conform to the approved plans.
7.  **Land Settlement Act**\(^{101}\)

This Act provides for the establishment of a corporate body known as the Land Settlement Development Board. Additionally, the Act stipulates the following:

- the Board with the Ministers approval may purchase, take or lease land for the establishment of land settlement areas;
- the Governor-General may compulsorily acquire land for the establishment and location of small holdings;
- the Governor-General may by order declare any area of crown land in Grenada to be a land settlement area;
- restrictions are placed on the alienation of land allotted and sold for small holdings;
- the Minister makes regulations for administering and carrying into effect, the provisions of the Act.

8.  **National Heritage Protection Act**\(^{102}\)

The National Heritage Protection Act sets out a Schedule of protected areas and empowers the Minister concerned with the cultural heritage of Grenada to amend that Schedule if he or she satisfied that other areas need to be similarly protected. Additionally, the Act:

- empowers the Minister to issue licenses after consultation with the Grenada National Trust, authorizing persons to extract, purchase, sell or enter into any transaction concerning Amerindian art;
- appoints Officers for the purpose of enforcement;
- provides for enforcement by way of fines and imprisonment.

\(^{101}\) Cap. 161 (1933).
\(^{102}\) Cap. 204 (1990).
9.  **National Parks and Protection Areas Act** 103

This act authorizes the Governor-General to proclaim any Government land to be a national park. 104 Under Section 5 of the Act, the Minister may declare Government land to be a protected area for the following purposes: 105

- preserving the natural beauty of the area, including the flora and fauna thereof;
- creating a recreational area;
- preserving an historic landmark or a place or object of historic, prehistoric, archaeological, cultural or scientific importance.

The Governor-General is also empowered to add to a national park any Government land or any land leased to the Crown, 106 or any private land leased or purchased by private treaty or donated for the purpose of its preservation and protection. 107 The Act authorizes the Minister to create and promulgate general regulations for carrying out the purposes of the Act, and specifically stipulates that such regulations may provide for the following: 108

- preservation of flora and fauna;
- regulation and prohibition of hunting, shooting and fishing;
- preservation and maintenance of water supplies and any water catchment area;
- prevention of soil erosion, landslip, the formation of ravines and torrents, and the deposit of mud, silt, stones and other material in any water;
- prevention and control of fires.

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104 Id. at § 4(1)(a).
105 Id. at § 5.
106 Id. at § 4(1)(b).
107 Id. at § 4(1)(c).
108 Id. at § 13(2)(a)–(e).
10. National Trust Act ¹⁰⁹

This Act establishes the Grenada National Trust, a body concerned with the preservation of places of historic and architectural interest or the natural beauty. The general purposes of this body include the following:

- the listing buildings and monuments of prehistoric, historic and architectural interest and places of natural beauty;
- making the public aware of Grenada’s natural beauty;
- the pursuance of a policy of preservation, and acting in an advisory capacity;
- acquiring property for the benefit of the people of Grenada; and
- promoting and preserving for the benefit and enjoyment of the people of Grenada submarine areas of beauty or natural or historic interest, and the preservation (as far as possible) of their natural aspect, features and animal, plant and marine life.

Section 5 of the Act provides that whenever property, land, buildings, submarine areas, lakes or rivers become vested in the National Trust, the Council may by resolution determine that such land be held for the benefit of the people of Grenada; and any property so held cannot be sold or transferred to any person.

11. Physical Planning and Development Control Act ¹¹⁰

This recent Act broadens the perspective for development control in Grenada. While the Act maintains the DCA as the executing agency and defines the staff of the Physical Planning Unit as the staff of the DCA, the Act mandates the preparation of a Physical Plan for the whole of Grenada. The Act requires certain contents in the Physical Plan, including, *inter alia*:

- setting out prescriptions for the use of land;
- inclusion of all maps and descriptive matter to illustrate proposals;

¹⁰⁹ Cap. 207 (1967).
¹¹⁰ Cap. 25 (2002).
allocate land for conservation or for use or development for agricultural, residential, industrial, commercial, tourism as may be relevant;

- make provisions for the development of infrastructure, public buildings, open spaces and other public sector investment works.

12. **Town and Country Planning Ordinance**

This Act establishes a Central Authority for land use planning in Grenada. The Act authorizes the Authority—with the approval of the Minister—to make general regulations for the procedures regarding the preparation and the adoption of development schemes. However, the Act also requires that such regulations receive the approval of the House of Representatives.

B. Conservation Initiatives

1. **National Forest Policy**

A new National Forest Policy was approved by the government in 1999. This policy gives the Forestry Department the responsibility for facilitating the implementation of the policy and in response to this a 10-year strategic plan was developed and was submitted early in 2000. In reference to biological diversity, the strategic directions of Forest Policy include:

- creation of incentives and other mechanisms to encourage the conservation of *privately-owned forests*;

- encouraging the participation of government and community stakeholders in programs for biodiversity conservation;

- minimizing conversion of natural forest into plantations, especially in upland areas;

- maintenance of representative samples of all forest ecosystems;

- protection of all species which are important because of their endemicity, rarity or value;

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111 Cap. 322 (1946).
112 See also Town and Country Planning Regulations, S.R.O. 44/1965.
113 Cap. 322, § 4(1).
114 *Id.* at § 4(2),
establishment and maintenance of a database on Grenada’s biodiversity;

building awareness and appreciation of biodiversity and its importance;

promotion of sustainable use of genetic resources for social, spiritual and economic benefits;

building capacity of Grenadian institutions to participate in the conservation and management of the country’s biodiversity;

2. **Dry Forestry Biodiversity Conservation, GEF Medium-Sized Project**

This a project of the World Bank and the Government of Grenada for the purpose of achieving conservation goals with respect to dry forestry areas. Approved in June of 2000, the project directs funds and coordinates efforts toward, *inter alia*, the following goals:

- identification of ways to provide economic incentives to private landowners to manage their land in ways compatible with conservation objectives.

- assess the viability of providing incentives such as *conservation easements*, and seek other potential win-win opportunities for conservation;

- work with private landowners to identify incentives and to promote voluntary conservation and habitat enhancement activities for key areas of dry forest on private lands;

- establish partnerships and strategic alliances with private landowners, developers, business, NGOs and civil society to develop and promote conservation strategies;

- provide technical assistance to landowners and developers for adoption of environmentally friendly practices in dry forest areas.


Fletcher, David. The development of a Policy Toward Land Reform in Grenada (1972).


OECS, Grenada: Description of National Legislation Related to Natural Resources Management (1986).

Ternan et al., Land Capability Classification in Grenada, West Indies (1989).


A. **Summary—National Parks and Protected Areas**

<table>
<thead>
<tr>
<th>Area by Management Category</th>
<th>Area (Acres)</th>
<th>Existing Land Use (Acreage)</th>
<th>Land Use Proposal</th>
<th>Present Admin. and Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>行政状态</td>
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<tr>
<td>NATIONAL PARKS</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>GRAND ETANG</td>
<td>2,370</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GRAND ETANG FOREST RESERVE</td>
<td>2,000</td>
<td>Lower Montane Rainforest</td>
<td>Forest Harvesting</td>
<td>2,000 Acres managed as Forest Reserve by Forestry Department</td>
</tr>
<tr>
<td>2. Levera</td>
<td>548</td>
<td>23 Acres Mangrove Swamp Agriculture Charcoal production Fishing Hunting Cattle rearing Recreation</td>
<td>National Critical Conservation Area</td>
<td>120 Acres - Farms Corporation 428 - Priv. Admin. which includes Sugarloaf, Sandy and Green Island</td>
</tr>
<tr>
<td>3. Mt. St. Catherine</td>
<td>1,432</td>
<td>Hunting Hiking Forest</td>
<td>National Pk. Critical Conservation Area</td>
<td>Crown Land Not managed</td>
</tr>
<tr>
<td>NATURAL LANDMARKS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Lake Antoine</td>
<td>85</td>
<td>60% Agric. 40% Forest</td>
<td>Area of Natural Interest</td>
<td>Privately Administered</td>
</tr>
<tr>
<td>2. Concord Falls</td>
<td>2</td>
<td>Agriculture Forest Recreation</td>
<td>Natural Landscape To be Preserved</td>
<td>Privately Administered</td>
</tr>
<tr>
<td>3. Annandale Falls</td>
<td>3</td>
<td>Agriculture Recreation</td>
<td>Natural Landscape To be Preserved</td>
<td>Administered by Min. of Tourism and Forestry Department</td>
</tr>
<tr>
<td>4. Marquis River Falls</td>
<td>2</td>
<td>Agriculture Recreation</td>
<td>Natural Landscape To be Preserved</td>
<td>Privately Administered</td>
</tr>
<tr>
<td>5. River Sallee Boiling Springs</td>
<td>1/4 Acre</td>
<td>Agriculture Recreation</td>
<td>Natural Feature to be preserved</td>
<td>Not Administered</td>
</tr>
<tr>
<td>6. Marquis Island</td>
<td>8 Acres</td>
<td>Hunting Natural Cover</td>
<td>Area of Natural and Scientific Interest</td>
<td>Privately Administered</td>
</tr>
<tr>
<td>7. Hog Island</td>
<td>70</td>
<td>Grazing Recreation</td>
<td>Natural Features To be Preserved</td>
<td>Privately Administered</td>
</tr>
<tr>
<td>8. Quarantine Point</td>
<td>8</td>
<td>Low Scrub Recreation Radio Transmission Towers</td>
<td>Critical Landmark To be preserved for its Recreational and Aesthetic Value</td>
<td>Crown Lands Administered by Min. of Agriculture</td>
</tr>
<tr>
<td><strong>9. La Baye Rock</strong></td>
<td><strong>5</strong></td>
<td><strong>Dry thorn scrub</strong>&lt;br&gt;<strong>Cactus Forest</strong>&lt;br&gt;Natural Landscape to be preserved</td>
<td><strong>Privately Administered</strong></td>
<td><strong>-</strong></td>
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</tbody>
</table>

**PROTECTED SEASCAPE**

<table>
<thead>
<tr>
<th><strong>1. Northeast Seascape</strong></th>
<th><strong>365</strong></th>
<th><strong>Mangrove Swamps</strong>&lt;br&gt;<strong>High Cliffs</strong>&lt;br&gt;<strong>Xerophytic Vegetation</strong>&lt;br&gt;<strong>Littoral Vegetation</strong>&lt;br&gt;Critical Conservation Area</th>
<th><strong>Many Private Owners</strong></th>
<th><strong>-</strong></th>
<th><strong>365</strong></th>
</tr>
</thead>
</table>

<table>
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<tr>
<th><strong>2. Southern Seascape</strong></th>
<th><strong>-</strong></th>
<th><strong>-</strong></th>
<th><strong>-</strong></th>
<th><strong>-</strong></th>
<th><strong>-</strong></th>
</tr>
</thead>
</table>

a. **Westerhall**<br>**36**<br>Mangroves IIw Classified<br>Not Owned | **4 Residents Assn.** |

b. **Chemin Bay**<br>**23**<br>Mangroves IIw Classified<br>Not Owned | **12**<br>**11 Fort Jeudy** |
c. **Egmont Bay**<br>**25**<br>Mangroves IIw Classified<br>Not Owned | **-**<br>**25** |

<table>
<thead>
<tr>
<th><strong>3. Calivigny Island</strong>&lt;br&gt;<strong>12</strong>&lt;br&gt;Grazing Littoral Vegetation</th>
<th><strong>Not Classified</strong></th>
<th><strong>Privately Owned</strong></th>
<th><strong>-</strong></th>
<th><strong>12 Ken Milne</strong></th>
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</thead>
</table>

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<thead>
<tr>
<th><strong>4. Molinere Reef</strong>&lt;br&gt;<strong>655</strong>&lt;br&gt;Scuba Diving</th>
<th><strong>Not Classified</strong></th>
<th><strong>Publicly Owned</strong></th>
<th><strong>655</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>5. La Sagesse Salt Pond</strong>&lt;br&gt;Natural Landmark</th>
<th><strong>19</strong></th>
<th><strong>Littoral Vegetation</strong>&lt;br&gt;Mangrove&lt;br&gt;Cocoa&lt;br&gt;Banana&lt;br&gt;Pasture&lt;br&gt;Secondary Forest&lt;br&gt;Area of Cultural and Historical Interest</th>
<th><strong>Administered by Min. of Agriculture</strong></th>
<th><strong>8</strong></th>
<th><strong>11</strong></th>
</tr>
</thead>
</table>

**CULTURAL LANDMARKS**

<table>
<thead>
<tr>
<th><strong>1. River Antoine</strong>&lt;br&gt;<strong>4</strong>&lt;br&gt;Sugar Cane Pasture&lt;br&gt;Rum Production&lt;br&gt;Mangrove Swamp&lt;br&gt;Area of Cultural and Historical Interest&lt;br&gt;Historical and Social Interest</th>
<th><strong>Privately Administered</strong></th>
<th><strong>-</strong></th>
<th><strong>4 DeGale family</strong></th>
</tr>
</thead>
</table>

| **2. Westerhall Distillery**<br>**1**<br>Rum Production<br>Area of Cultural and Historical Interest | **Privately Administered**<br>**1 acre** |
|---|---|---|---|

<table>
<thead>
<tr>
<th><strong>3. Carib's Leap</strong>&lt;br&gt;<strong>2</strong>&lt;br&gt;Recreation&lt;br&gt;Area of Historic Importance</th>
<th><strong>-</strong></th>
<th><strong>-</strong></th>
<th><strong>2 Roman Catholic Church</strong></th>
</tr>
</thead>
</table>

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<tr>
<th><strong>4. &quot;The Tower&quot; St. Paul</strong>&lt;br&gt;<strong>11</strong>&lt;br&gt;Residential&lt;br&gt;Recreational&lt;br&gt;Historical Monument&lt;br&gt;Privately Administered</th>
<th><strong>-</strong></th>
<th><strong>-</strong></th>
<th><strong>11 Slinger family</strong></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th><strong>5. Fort George</strong>&lt;br&gt;<strong>5</strong>&lt;br&gt;National Security&lt;br&gt;Area of Cultural and Historical Importance</th>
<th><strong>Publicly Administered</strong></th>
<th><strong>5</strong></th>
<th><strong>-</strong></th>
</tr>
</thead>
</table>

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<tr>
<th><strong>6. Fort Frederick</strong>&lt;br&gt;<strong>4</strong>&lt;br&gt;National Security&lt;br&gt;Area of Cultural and Historical Importance</th>
<th><strong>Publicly Administered</strong></th>
<th><strong>4</strong></th>
<th><strong>-</strong></th>
</tr>
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<tr>
<th><strong>7. Marquis Village</strong>&lt;br&gt;N/A&lt;br&gt;Residential Development Agriculture&lt;br&gt;Concentration of Handicraft Development</th>
<th><strong>Privately</strong></th>
<th><strong>N/A</strong></th>
<th><strong>-</strong></th>
</tr>
</thead>
</table>

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<tr>
<th><strong>8. Mt. Rich Cultural Landmark</strong>&lt;br&gt;<strong>3</strong>&lt;br&gt;Agriculture&lt;br&gt;Area of Historic &amp; Cultural Interest</th>
<th><strong>Privately Owned</strong></th>
<th><strong>-</strong></th>
<th><strong>3 Morain family</strong></th>
</tr>
</thead>
</table>

**MULTIPLE-USE AREA**

<table>
<thead>
<tr>
<th><strong>1. Annandale Water</strong>&lt;br&gt;<strong>506</strong>&lt;br&gt;Forest Agriculture&lt;br&gt;Water supply&lt;br&gt;Multi-use Area</th>
<th><strong>Forestry Division Administered</strong></th>
<th><strong>506</strong></th>
<th><strong>-</strong></th>
</tr>
</thead>
</table>

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<thead>
<tr>
<th><strong>2. Concord Water</strong>&lt;br&gt;<strong>240</strong>&lt;br&gt;Forest Agriculture&lt;br&gt;Water Supply&lt;br&gt;Multi-use Area for Water Production</th>
<th><strong>Publicly Administered</strong></th>
<th><strong>-</strong></th>
<th><strong>240 F. Hamilton Others</strong></th>
</tr>
</thead>
</table>

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<thead>
<tr>
<th><strong>3. Mt. Hope/Calabony</strong>&lt;br&gt;<strong>655</strong>&lt;br&gt;Forest Agriculture&lt;br&gt;Multi-use Area for Water Production</th>
<th><strong>Privately Owned</strong></th>
<th><strong>-</strong></th>
<th><strong>655</strong></th>
</tr>
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### Watershed

#### Water Supply

<table>
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<tr>
<th>Watershed</th>
<th>B. CARRIACOU</th>
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<tbody>
<tr>
<td><strong>NATIONAL PARKS</strong></td>
<td></td>
</tr>
</tbody>
</table>

#### NATURAL LANDMARKS

| 1. Fossil Beds at Grand Bay | 4 cliff | N/A Geologic Interest | Area of Land | Crown | 4- |

#### PROTECTED SEASCAPES

| 1. Lauriston Pt. Sandy Island Mabouya Island | 584 | Tourism Yachting Mangrove | Natural Landscape and coral reefs to be preserved | Islands are Government owned. Coral reef & Point are public | 584 |
| 2. Tyrrel Bay Mangrove | 280 | Oyster Harvesting Mangrove Ecosystem | Area of Natural & Scenic Interest Oyster Harvesting is compatible | Crown land not managed | 280 |
| 3. White Island Saline Island Coral Reefs | 564 | Grazing on Islands Fishing Tourism | Area of Scenic Interest Coral reefs are among the best in Grenada | Coral reefs are Public/Private Administered Islands | 74 | 490 |
| 4. Sabazan | 6 | Grazing | Area of scenic & historic interest | Public/Private | 3 | 1 |
| 5. THIBAUD Limlair Estate Cemetary, Tomb & Well | 15 | Cemetery | Area of Scenic Cultural & Educational Value | | 15 |

#### CULTURAL LANDMARKS

| Belair Estate (and Hospital View) | 6 | Agriculture Hospital | Area of Cultural Historical & Educational Value | Crown lands Administered by Gov’t | 6 |
| Dover Ruins | 4 | Grazing Ruins | Area of Historic & Educational Value | Private Ownership | 2 |
| La Pointe | 11 | Grazing | Area of Historic & Educational Value | | 1 |

#### MULTIPLE-USE AREA AND FOREST RESERVES

| Forest Reserve | 36 | Quarrying Grazing | Watershed Protection | Crown lands | 36 |
| Chapeau Carre | 12 | Forest Reserve | Watershed Protection | Crown lands | 12 |

### B. Taxes in Grenada

- **Corporate tax**: 30 percent on annual net profit (waived for approved enterprises).
- **Common external tariff (CET)**: 5 percent to 40 percent on the cost plus insurance plus freight (CIF) value of the landed price of goods purchased outside of Caricom. Duties where applicable are calculated on the CIF or on the cost and freight if the goods are not insured (waived for approved enterprises).
• **General consumption tax**: All imported goods: 25 percent on the CIF value plus CET. The consumption tax is compounded except on qualifying Caricom imports (waived for approved enterprises).

• **Locally manufactured goods tax**: 10 percent.

• **Customs service charge**: 5 percent on the CIF value of imported goods.

• **Personal income tax**: There is no personal income tax for those earning less than EC$60,000 annually. Personal income tax of 30 percent is payable on annual earnings in excess of EC$60,000.

• **Withholding tax**: 15 percent payable on non-resident management fees and royalties (waived for approved enterprises).

• **Property transfer tax**: Nationals pay 5 percent of the value of the land with or without improvement. Foreigners pay 15 percent of the value of the property and 10 percent on property other than land.

• **Landholding tax**: Paid by non-nationals at a rate of 15 percent of the value of the land with or without improvement.

• **Capital gains tax**: None.

• **Annual stamp tax**: Tax on gross receipts levied in three stages.

**Property Tax**—the charge placed by Government on Real Property. The Tax is an Ad valorem Tax i.e. The Property is assessed at Market Value and a Taxable Rate is applied based on the Land Use Classification.

<table>
<thead>
<tr>
<th>Valuation takes into account the following:</th>
<th>Current rate available:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location</td>
<td>Two separate rates are set for each class of property. A rate for the building and the other for land. The rates are as follows:</td>
</tr>
<tr>
<td>• Development potential</td>
<td></td>
</tr>
<tr>
<td>• Type of land</td>
<td>Classification Land Building</td>
</tr>
<tr>
<td>• Size of land and other relevant factors</td>
<td></td>
</tr>
<tr>
<td>• Condition of Building</td>
<td></td>
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</tbody>
</table>
Who pays the tax:
The tax is payable by the owner, as well as by occupiers of buildings on Extended Family Land. Tenants of Property are also entitled to pay Property Tax where an Arrangement is stipulated in the Lease Agreement. The Tax is made payable to the Government of Grenada.

When the tax is due:
The tax is due and payable from the 1st January each year. The property owner is entitled to 5% discount if 50% of the tax is made payable by March 31st and the remaining 50% is made payable by June 30th. From July 1st, 10% fine shall be added plus 2% each month, if the tax remains unpaid.

Exemptions:
An exemption of $100,000.00 is deducted from the building value of an owner occupied property. Only one property can be given a homestead exemption. The remaining Assessed Value is multiplied by the classification rate: Agricultural lands are also entitled to an exemption but must first get a certificate from the Chief Agricultural Officer, before 90% of the tax can be exempted.

Where are the taxes payable:
All property Taxes can be made payable at the Inland Revenue Department on the Carenage or the District Revenue Office in each parish.

Alien License:
Alien wishing to purchase property in Grenada must apply to the Prime Minister’s Office for a License to hold property.

Property Transfer Tax:
Alien rates are 10% of the consideration when applying as a Purchaser, and 15% when acting as the Vendor. The first $20,000.00 is exempted. Excess taxed at 5%.

The rights of the Taxpayer to object and appeal: The Taxpayer can object within fourteen days after been served with a Valuation notice.