

Americas: Washington State

Private Conservation of Puget Sound in Washington State

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Abstract

Puget Sound's 2,500 miles of shoreline provide a range of habitats and dynamic processes that support the Sound's far-reaching web of life. The shorelines are also important to people, connecting Washington citizens to an inland sea that is at the heart of the region's cultural, social, and economic identity. Because of this vital importance, three leading conservation groups—People for Puget Sound, The Trust for Public Land, and The Nature Conservancy—launched a new partnership called the Alliance for Puget Sound Shorelines. The partnership is protecting and restoring Puget Sound's ecologically rich habitats and ensuring they're available for people to enjoy for generations to come. The goals of the Alliance include creating 10 new waterfront parks, completing restoration on 100 miles of shorelines, and protecting 1,000 miles of shoreline. This case study demonstrates how private fee acquisitions and leasing complements the other coastal and marine conservation strategies being undertaken by the Alliance. The state's Conservation Leasing Program will be highlighted as one of the only known formalized programs of its kind in the United States.¹

Project Overview

Agreement Mechanism

Legalities: The Conservation Leasing Program is based on the statutory authority granted to the Washington Department of Natural Resources (DNR) by the state legislature. The legislature directed DNR to manage state-owned aquatic lands for a balance of public benefits subject to certain conditions and limitations. DNR implements management of the public aquatic lands through contracts governed by general contract law, statute, administrative code and internal guidance. DNR staff must consider the "appropriateness" of the conservation activity in the proposed location. The conservation activity must conform to differing limitations on the various types of aquatic land classes, preference rights of adjacent upland owners and potential conflicts with existing and/or potential authorized uses. Additionally, the conservation activity is subject to local, state and federal permit requirements which must be obtained by the lessee before DNR can issue the lease. The duration, exclusivity, valuation, bonding and other contractual terms are all well-defined and enumerated in law, code or guidance (see Washington Administrative Code 332-30-122, Revised Code of Washington 79.105 and DNR Guideline GL09-20.3 for more detail).

Through the Conservation Leasing Program, DNR offers both leases and licenses. In contrast to a lease or an easement which conveys an interest in the land, a conservation license is simply permission to conduct activities on public submerged lands. The license holder does not have exclusive use of the property, unlike a lease holder, and enjoys limited site protection responsibilities. DNR retains full use of the property covered by a license and may authorize a use of the property to others. Practically, DNR will consider how the improvements made under a conservation license will affect future uses since these improvements will not be protected beyond the term of the license, absent regulatory actions by other agencies.

¹ *The Alliance for Puget Sound Shorelines: Working with partners to protect and restore Washington's remarkable inland sea. Accessed online, April 3, 2008, at: <http://www.shorelinealliance.org/index.html>.*

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Formalities: The agreement mechanism is a standard contract form prescribed by DNR. The contract names the parties, rent, liabilities and warranties. The lease must be accompanied by certain exhibits including a survey of the leasehold, approved conservation plan, certificate of insurance, and a bond or other surety (depending on land classification). The lessee must designate a site manager who will be responsible for ensuring the conservation work is completed and the terms of the agreement will be met. The agreement must be signed by an authorized signatory of the lessee and notarized. Annual rent or fee is collected, plus leasehold tax if applicable, and remitted to DNR. The completed agreement is recorded in DNR's title and records office and noted in aquatic land records. At the end of the lease period, the lessee is expected to demonstrate that the conservation plan has been implemented and exit surveys completed to document the site is being left in the same or better condition than at the onset of the lease.

DNR prefers that proposed conservation activities clearly demonstrate a likelihood that habitat conditions will be improved relative to current conditions. Additional preference is given to projects that demonstrate a connection to conservation activities on adjacent uplands and aquatic lands. In areas that have been functionally degraded or completely lost over time, DNR prefers and will encourage restoration and enhancement of the historic aquatic habitats and functions. Projects that restore or enhance processes are preferred over those that restore or enhance specific features of a site. For example, a proposal to restore or enhance a feeder bluff by removing barriers to nearshore sediment transport may be more desirable than a proposal to re-nourish (i.e., enhance) a beach where the physical processes necessary to keep that beach are not functioning.

The preservation of naturally functioning habitat is encouraged and preferred when undertaken with other conservation measures within the same project (i.e., preservation and restoration; preservation and enhancement; etc.). Preservation activities ensure that the present conditions of a site are maintained. Preservation activities not done in concert with other conservation activities within the same project will require at a minimum maintenance, monitoring, reporting, and outreach.

Parties: For conservation leases, the lessor is usually DNR but could be a public port if the conservation activity is to occur within lands owned by the state, but included in a port management agreement. The lessee is typically a conservation organization, such as The Nature Conservancy, or any other public, private or non-profit entity. It is also conceivable for an existing lessee to sublease to a conservation minded third party, subject to review and approval by DNR.

Lead Implementer: Existing conservation agreements on Washington aquatic lands have been between DNR's Aquatic Resources Division and TNC. Both entities have publicized and promoted conservation leases to the conservation community and funding entities.

Rights/Responsibilities acquired or directed: Under a conservation lease, the lessee has contracted to manage state owned aquatic lands for certain purposes as defined in the agreement's conservation plan. The maximum authorization term depends on the land classification. Subject to the rights of navigation under the public trust doctrine, the lessee has control over ingress and egress into and through the leasehold from shore. The lessee has also made a commitment to undertake the restoration, enhancement and other habitat or ecosystem process improvements. The lessee also has the authority to sublease for the same purpose. At the end of the lease term, if requested by DNR the lessee may be required to remove all improvements placed on the leasehold. The lessee is responsible for costs associated with the remediation of any hazardous substances released or caused to be released on the leasehold during the terms of the lease and must indemnify DNR against all actions of third parties

Value of fees: Under the Revised Code of Washington (RCW) 79.105.210, the DNR has the authority to lease state-owned aquatic lands for water dependent activities. RCW 79.105.060 defines "water-dependent use" as a use that cannot logically exist in any location but on the water. Since conservation of aquatic habitats and functions cannot logically occur in any location but on the water, conservation activities are considered water dependent. RCW 79.105.240 describes the procedure for determining annual rental rates for water-dependent lease activities. WAC 332-30-123 gives further guidance on determining rent for water-dependent uses. For rent determination purposes, there are three scenarios under which conservation activities may take place on state-owned aquatic lands:

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Scenario A – The conservation activity takes place on state-owned aquatic lands that are located adjacent to uplands that are used (typically by the same entity) in conjunction with the conservation activity.

Scenario B – The conservation activity takes place on state-owned aquatic lands that are located adjacent to uplands that are not used in conjunction with the conservation activity. Under this scenario, for purposes of determining rent, it does not matter if there are non-adjacent uplands (of any kind at any location) that are used by the lessee in conjunction with the conservation activity

Scenario C – The conservation activity takes place on state-owned aquatic lands that are not located adjacent to uplands (i.e., on bedlands or detached tidelands and shorelands). Under this scenario, for purposes of determining rent, it does not matter if there are non-adjacent uplands (of any kind at any location) that are used in conjunction with the conservation activity.

According to RCW 79.105.240(1)(1), water dependent rent will be charged based on the adjacent upland tax parcel when it is used “in-conjunction” with the leased area. If there are no such uplands, the nearest upland tax parcel used for or in support of water dependent purposes should be used. This can be applied in a straightforward manner for scenario A, as long as all other criteria related to the parcel are met. For scenarios B and C, an alternate parcel must be determined using the sequential process identified in WAC 332-30-123 (4).

For the purposes of determining the “same use class” under WAC 332-30-123 (4)(b)(i), lands used for non-regulatory habitat preservation, restoration, enhancement, and creation activities shall be considered. Examples of lands that fall within the “same use class” include, but are not limited to, the tax-assessed portions (when they exist) of DNR Natural Resource Conservation Areas, state parks, wildlife areas managed by the U.S. Fish and Wildlife Service or the WDFW, or privately-owned natural areas managed by non-governmental organizations for conservation purposes. Regulatory-required habitat improvement and protection sites (such as compensatory mitigation sites, Natural Resource Damage Assessment (NRDA) sites, and remediation sites managed under the Comprehensive Environmental Response, Compensation, and Liability, Act (CERCLA) and Model Toxic Control Act (MTCA)) are not in the “same use class” as conservation sites. For the purpose of identifying a “water-dependent use” under WAC 332-30-123 (4)(b)(ii) through (iv), regulatory required compensatory mitigation is considered “water dependent” while CERCLA and MTCA sites are not considered “water-dependent” or “water oriented.” NRDA sites will have to be evaluated on a case-by-case basis to determine if they are “water-dependent” or “water oriented.”

For scenarios A, B, and C, any parcel used to determine the water-dependent rent must meet the criteria for an upland parcel as well as a consistent tax assessment as described in WAC 332-30-123 (2) and (3). If conservation activities are conducted under a license, water-dependent rent must be calculated and prorated as per the length of time the site is actually being used. For example, if the project proponent shall only be on the site for 10 days of each month over a period of two years, then the water-dependent rent for the license shall be based on 240 days of encumbrance (10 days x 12 months x 2 years).

Areas of the leasehold that are designated for free public use are not included in the area subject to rent. “Public use” means that the area is available to the public on a first-come, first-served basis, and may not be managed to produce a profit or leased to private parties on any more than day-use basis. The availability of free public use must be prominently displayed by signage or on a nearby public road if the area is not visible from a road. Encouraging public use and access is one of the key public benefits DNR strives to provide. Rent reduction is available only to the actual area of the leasehold that provides public use and access.

Rent Payment: For leases, the rent is paid annually and calculated according to the requirements for water-dependent uses. The amount is adjusted every four years and based on the consumer price index (CPI); see Washington Administrative Code 332-30-123 and Revised Code of Washington 79.105 for more detail. After reevaluation, large increases are limited to no more than 50% of the rent subject to

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reevaluation. Lessees have the right to appeal their rental adjustment. For aquaculture projects, rents are calculated based on the value of existing shellfish resources, rather than on the value of adjacent uplands.

Lease Duration: The duration of leases is up to 30 or 55 years, depending on classification of bedlands (tidal versus subtidal). For tidelands, a conservation lease is limited to 55 years for platted tideland or 10 years for 1st class unplatted tidelands. The lease cannot be subject to renewal but parties can negotiate for a new lease. For bedlands, a conservation lease is limited to 30 years for bedlands abutting first and second class tidelands or up to 10 years for bedlands abutting 1st class unplatted tidelands. Conservation license agreements are limited to one 5-year term for both tidal and subtidal sites.

Context

The first conservation lease authorized by this program was between DNR and TNC's Washington Field Office. It had the dual purpose of being able to: 1) demonstrate the utility of a conservation lease agreement between the DNR and a private party to achieve DNR's goal of environmental protection, and 2) investigate methods for native shellfish recovery on public land. It was a 10-year agreement (signed in October 2005) that covered 10 acres of submerged aquatic lands in Woodard Bay, WA. TNC worked with DNR to develop the leasing program and a training module for DNR staff to implement the program using private grant funds. Once the program was in place, TNC entered into negotiations with DNR on location, purpose and terms of this first conservation lease. TNC also submitted a Conservation Plan for management of the site consistent with the conservation purpose of the lease. The plan was subject to review and approval by DNR scientists and land managers. A second agreement was authorized under this program (Frye Cove conservation license) but is not discussed at length in this paper.

Process and Issues

Decision-making and Implementation Process

TNC and DNR were both considering development of a conservation leasing tool independently – DNR because of interest expressed on the part of private land owners and recognition that the agency lacked existing leasing tools dedicated for conservation – TNC because private ownership as a conservation tool was familiar for terrestrial environments but not possible in context of submerged lands, most of which are publically owned. TNC saw lease agreements as a possible mechanism to reserve aquatic tidelands and bedlands for conservation values and purposes. The timing of program development and lease agreement were opportunistic because both organizations were developing interest at the same time and funding was available to support the work. DNR had been searching for a tool to encourage and allow efforts by public agencies (other than the DNR) and private parties to restore, enhance, create, and preserve aquatic habitat on state-owned aquatic lands, as well as to provide an easy and effective mechanism to authorize conservation projects; and protect the public's broader interests, including environmental protection and other public benefits, in the management of the state-owned aquatic lands.

Process involved in developing the pilot lease:

- Scoping- This phase started with discussions and agreement of interest from TNC and DNR and ended with TNC securing funds for program development.
- Program development- This included development of the leasing tool, policy guidance and a training package.
- Identification of pilot project – TNC completed scoping to identify the project type and site based on multiple criteria (e.g., must be a viable conservation project on DNR land and available for lease, in Puget Sound, in TNC priority area and acceptable to key stakeholders).

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- Application and pre-lease surveys - TNC obtained a right of entry to conduct baseline surveys (biological and physical site surveys as well as legal boundary surveys) needed for development of a Conservation Plan and to document pre-lease conditions. The Conservation Plan was submitted to DNR, reviewed, revised and approved. TNC submitted permits and obtained grant funds for restoration.
- Lease Negotiation - significant lease negotiations related to rent and liability.
- Implementation – TNC initiated oyster habitat restoration and is currently in monitoring and adaptive management phase.

Lands and Resources

Native Olympia oysters are the target for the conservation lease pilot project. Olympia oysters provide important ecosystem services (food and habitat as well as physical structure for other organisms; water filtration; and nutrient inputs). They are the only oyster native to the West Coast and were once plentiful enough to support a robust commercial industry. Native oysters are a conservation target in TNC's Willamette Valley-Puget Trough-Georgia Basin Ecoregional Assessment. Native shellfish restoration is also a priority for our partnership with NOAA's Community Based Restoration Program and our Global Marine Initiative (both provided funding).

Potential lease sites were considered that historically supported native oysters and where native oysters were still present and natural recovery was an option. Woodard Bay was an ideal location because of the historical presence of native oyster, the existence of a remnant population, proximity adjacent to a protected area (Woodard Bay Natural Resources Conservation Area) and strong support from DNR's Natural Areas Program staff in nearshore restoration. This created a unique opportunity for combined terrestrial/marine conservation project. The project type and location were also acceptable to key stakeholders (i.e., tribes and shellfish industry).

Threats

The conservation lease at Woodard Bay provided an opportunity to address some of the primary threats to native oysters in south Puget Sound which include:

- Depressed natural populations and limited "seed" sources;
- Lack of suitable habitat for natural recruitment (i.e. hard substrate is limited);
- Changes in environmental conditions – increased sedimentation, nutrient overload and algal production; and
- Predation and competition from other native and non-native shellfish and other species.

The restoration project primarily addresses the loss of hard substrate and aims to allow for natural recruitment. Ultimately we hope to see the natural population boosted to a sufficient size that it acts as a seed source for other sites in the inlet and to advance restoration in a way that minimizes direct competition and predation of newly recruited oysters.

Organizational and Partner Capacity

Existing resources included:

- Legal and policy expertise - TNC had legal staff locally and nationally that were able to participate in policy development and negotiations on the agreement; DNR was supported by policy staff and legal services from the Office of the Attorney General.

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- Science support - TNC had access to science staff in Washington and from TNC's Global Marine Initiative who were knowledgeable about shellfish restoration; DNR had access to scientific staff with academic and research experience in submerged aquatic vegetation, benthic infauna and nearshore ecosystem processes. DNR also had access to technical staff with expertise in design and implementation of contaminated sediment remediation and cleanup with additional experience working with excessive wood waste accumulation.
- Funding – TNC provided funding for project development (from the Russell Family Foundation) and implementation (from NOAA's Community Based Restoration Program partnership with TNC's Global Marine Initiative, and the Coastal Protection Fund)

Resources developed/acquired during the project included:

- Methods for oyster restoration –TNC obtained technical support from various academic and agency staff via informal arrangements and workshops and obtained expertise in shellfish restoration through contracts with another NGO (Puget Sound Restoration Fund).
- Expertise in contaminated sediments - TNC obtained consulting services for an environmental site assessment to document pre-lease conditions related to submerged wood debris.

Legal Framework

Washington State entered the USA as a non-riparian state with ownership of the bedlands and shorelands to navigable freshwater lakes and streams and marine submerged lands held in public ownership. However, while nearly all of marine and freshwater bedlands remain in public ownership, 70% of tidelands within Puget Sound have been sold into private ownership and an increasing number of rights assigned to adjacent private landowners. DNR does not currently sell marine lands to private parties although exchanges of parcels of equal value are permitted. However, there is a well defined set of laws and administrative rules that define and circumscribe the rights of the state and tenants. Private entities, including NGOs, may acquire leasehold rights in accordance with applicable laws, code and guidance. Non-profit sector lessees must meet many of the same leasing requirements and responsibilities as the for profit sector (and often time more rigorous standards). DNR ensures lease terms are being met by conducting annual inspections of the leasehold.

Socio-economic Considerations

From DNR's perspective, community characteristics are best expressed in the designation of the shoreline by local government in their Shoreline Master Plan. All DNR use authorizations must be in compliance with this and other land use laws. Local governments benefit financially from leases on public lands from payment of a leasehold tax, calculated on the annual rent paid to DNR and remitted by the lessee. Conservation leasing provides a benefit to the environment in terms of ecosystem services that reaches past jurisdictional boundaries but is not valued financially. Where a conservation lease precludes other water dependent uses such as marinas or piers, there may be a cost to local government and also to the state.

TNC had a different set of socio-economic considerations placed on them by internal and external sources including a requirement that the lease site must be in Puget Sound in a TNC Priority Site identified by one of our Ecoregional Assessments and must be acceptable to key stakeholders (tribes, commercial shellfish growers, and private landowners). TNC met several times with commercial shellfish growers to discuss the concept of conservation leases which could put TNC and others in position to compete with commercial enterprise for public land access and use. Later TNC met with both tribes and commercial growers to identify best places for siting native shellfish restoration projects and talked to the tribes about harvest rights and evaluated existing shellfish resources at the site as consistent with tribal treaty rights.

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Community benefits included the opportunity for landowners and community members to voluntarily take part in restoration and monitoring. If successful, long-term community benefits may include increased water filtration, enhanced biological diversity associated with development or thriving oyster beds and an increased source of oyster larvae that is available for natural recruitment beyond the lease site.

Outreach

Both TNC and DNR were involved in outreach efforts to promote the Conservation Leasing Program in general and to highlight the accomplishments of our pilot project. TNC obtained technical guidance on native oyster restoration through a workshop which included DNR and WDFW staff biologists, NOAA, TNC, Puget Sound Restoration Fund, Taylor Shellfish and the Squaxin Tribe. When the lease was obtained, a signing ceremony was held on-site with landowners, volunteers and interested community members in attendance. Community members were also invited to participate in restoration and monitoring. Local news media were invited and attended both the lease-signing and restoration events, resulting in two news articles. The lease was also highlighted in the Conservancy's national and state magazines, highlighted by NOAA in their Coastal Services magazine and presented by TNC and DNR at numerous conference venues.

Funding

The total cost to TNC for the pilot leasing and oyster restoration was approximately \$300,000 and included approximately \$100,000 for development of the leasing tool and training package and \$200,000 for survey requirements, restoration and monitoring. DNR also absorbed personnel and legal costs in its general operating budget since this effort was a program priority. The leasing tool and training was funded primarily with a private grant and the restoration was funded using a combination of public and private funds obtained by TNC.

TNC received a zero dollar rental rate which was based on the value of existing shellfish resources at the site. A significant amount of the cost (\$74,000) was for several surveys that were required to obtain a conservation lease– some required by DNR; others required by TNC. Surveys included a physical baseline characterization, biological baseline and shellfish biomass surveys, legal boundary survey, environmental site assessment and oyster recruitment and survival studies. The survey costs for this project are admittedly higher than would likely occur for other sites due to potential contamination and liability concerns related to submerged wood debris. This cost does not include anticipated exit survey costs.

There were no funding shortages as implemented, but given costs expended on this project it may not readily be replicated or expanded on by TNC until additional program changes are implemented. The rental rate would have been prohibitively expensive had this project not been aquaculture related and if the rent had been calculated based on the value of the adjacent uplands.

Conclusions

Opportunities

The Conservation Leasing Program provides an opportunity to protect and restore two aquatic sites in Puget Sound. TNC obtained both a conservation lease at Woodard Bay, WA (discussed in this paper) and a conservation license at Frye Cove, WA (highlighted in poster). The lease provided an opportunity to link terrestrial and marine conservation together in a single area by allowing TNC to lease and restore subtidal lands adjacent to intertidal and upland habitats managed as part of the Woodard Bay Natural Resources Conservation Area (NRCA). TNC's conservation work at the site became a gateway to broader conservation efforts by DNR and TNC. DNR has since initiated a nearshore restoration feasibility study for the entire NRCA, building upon TNC's initial survey work.

DNR continues to support and promote conservation leasing as an effective tool for restoring and enhancing ecosystem functions on aquatic lands where there are no conflicting uses and proponents seek assurances that their habitat improvements will be maintained. There is no reason conservation leasing could not be replicated on other submerged lands in Washington State, especially where adjacent upland property has low assessed value. Limitations to replicating the program continue to be the legal requirements of lessees to pay rent and reduce liability to the state.

Scale

Both TNC agreements are focused on pilot scale restoration projects (10 acres or less) relative to DNR's land management responsibilities and TNC's marine habitat conservation goals in the state. TNC has not replicated the lease agreement elsewhere in part due to issues related to rent. The specific conditions of the Woodard Bay site and the nature of project (native shellfish restoration at a site with low value of existing shellfish stocks) made this project affordable to TNC due to the pricing structure for aquaculture related projects and the size of the lease site. Scaling this type of project up to approach even 10% of TNC's marine conservation goals would be prohibitively expensive at the current market rate for leases including survey costs – even if the shellfish aquaculture pricing structure was used. Projects not focused on shellfish restoration may also be too expensive for TNC or other NGOs to consider at a large scale unless public access can be provided without impact to the restoration in exchange for a zero rent agreement.

For TNC, it may be much cheaper in the long run to purchase available private tidelands in high priority areas rather than to enter into a lease with the state. However, purchase of submerged lands, which are nearly all in state ownership, is not possible. At a large scale, other mechanisms such as aquatic reserves or formal withdrawals from leasing at the discretion of the Commissioner of Public Lands are likely to be more effective at achieving conservation goals at scale. However, these designations are both reversible by the agency and do not provide the same level of certainty and obligation that the site will be managed with conservation as does a conservation lease. Pursuing conservation leases at very small sites may also be prohibitively expensive relative to the ecological benefits since the administrative costs for DNR and survey and other costs to obtain a lease would be similar regardless of the site size.

Complementation

Conservation leasing complements TNC's more traditional protection measures in that it provides an opportunity to gain proprietary interest in aquatic lands that are not available for acquisition and allows for restoration or enhancement. It complements DNR's aquatic land management activities by providing a mechanism for environmental protection, one of the four public benefits defined in statute. This strategy could also work very well with aquatic reserves and for stewardship measures related to DNR's developing Habitat Conservation Plan since these efforts prioritize environmental protection on spatial and policy levels. This program complements other policy tools including the Endangered Species Act, Clean Water Act, Superfund/MTCA, fishing regulations, Marine Mammal Protected Act and various land use regulations.

Conservation leasing may also be an effective precursor for aquatic reserves or marine protected areas assuming the conservation activity is robust and successful. Because of the financial and legal constraints for NGO tenants in complying with lease rents and responsibilities, proponents will need to select areas where shoreline regulations favor protection of marine critical areas so lease terms can be kept to the minimum duration necessary to implement the conservation activity.

Lessons Learned

Things we did right:

- Selected the correct agreement type (lease and license) and a good scale and location. The conservation activity is very replicable and has in fact been replicated at other sites in Puget Sound.

Things we could do better:

- Understand the need for staff training and organizational buy-in;
- Clearly understand the legal limitations of and legal liability associated with leasing public lands; and
- Have better communication between DNR and TNC about the expectations for the Conservation Plan and the level of flexible, adaptive management that is acceptable given that exact prescriptions for many types of restoration are not known or agreed upon.

Missed opportunities:

- Piloting conservation licenses in other areas of the state;
- Coordinating conservation leases with fee simple transfers to public ownership;
- Conservation leases with public ports;
- Conservation leases or licenses along with other designations (NRCA, NAP, Aquatic Reserves etc). to protect and restore; and
- Outreach to granting agencies to get their buy-in and to help promote conservation leasing and make it eligible as a grant expense.

Dead ends:

- No fee leases without public access to all or portion of site; and
- Waiving DNR indemnification.

Recommendations

- Evaluate if private agreements make sense (ecologically, economically and politically) in the marine environment where most lands and resources are in public ownership.
- Evaluate ways to reduce costs of leasing (e.g., explore the option of exchanging the value of conservation activities for rent; reduce survey requirements; clarify exit survey requirements).
- Target use for innovative restoration or enhancement activities.
- Seek business partners and/or opportunities for sub-leasing.
- Update lease and ownership data in spatially explicit and searchable database.
- Identify areas where larger leases could be taken to increase the ratio of restoration benefits to project costs.
- Clarify DNR's commitment to protecting the restoration investment beyond the lease term.
- Promote the Conservation Leasing Program to and get buy-in from other agencies and funding programs.
- Clarify post-lease protection of restoration investment into the future after lease end (will be important to lessee and funders).