

# Land in Common

*building a collective land base for just & resilient futures in Maine*

www.landincommon.org

## **A Guide to the Land in Common Land Commitment Agreement**

(Draft 2.0; revised November 2023)

Land in Common’s Land Commitment Agreement is an important part of our work to create more just ways of relating to land and housing. While it is no substitute for the ongoing work of building real and direct relationships with the land and each other, it provides a legal structure to support these relationships over time.

It is also a very long and complex document, and quite challenging to read and digest. Part of this is because it’s a legal document meant to hold up for multiple human lifetimes and to cover many different possible circumstances. Part of it is also because we live in a reality that requires us to structure our organizations and lives through a legal system in which highly-paid, specialized people use highly-inaccessible, specialized language to write the agreements that the state enforces. It’s a real challenge: trying to create alternatives to the exploitative, colonial form of life we’ve inherited by using the very same language and tools that this system is built upon. Our work is to push this as far as we can, with creativity and integrity, toward a different way of living and relating.

Land Commitment Agreements similar to this one have been developed and used by community land trusts around the world. Land in Common has spent the last ten years adapting and transforming the Grounded Solutions Network’s “[model ground lease](#)” into something that more strongly reflects our core values and learning and (we hope!) is a little bit more accessible. We’re in a continuous learning process with this, seeking to balance the need to have a solid, clear, and legally-valid document that covers necessary ground with the need to make this document readable (or at least interpretable) to the people who are most affected by it. Feedback and suggestions about how to improve this model Land Commitment Agreement are always welcomed! As you’ll see below, a revision process is also built into the lease itself.

This Guide is meant to supplement the Land Commitment Agreement as a reference, and also to clarify how we implement some of its key agreements.<sup>1</sup> Below, you'll find the following topics (you can click on links to get to each one):

- [Overview: What is a Land Commitment Agreement?](#)
- [Summary of major agreements in the Land Commitment Agreement](#)
- [Things the Land Commitment Agreement requires each party to do \(and how to do them\)](#)
- [Process for checking in on and changing the Land Commitment Agreement](#)

## What is a “Land Commitment Agreement”?

In legal terms, the Land Commitment is usually called a “ground lease.” When you hear the word “lease,” you’re likely to picture a situation where there’s a landlord and a renter—one person who owns property and the other who doesn’t. Usually, the landlord has most of the power in this situation. They can raise the rent, sell the property, decide to stop renting and evict, etc. While the law offers some protections for renters, they are mostly at the mercy of their landlords.

A community land trust (CLT) “ground lease” is *very* different from this. It is a *long-term use agreement* between people who own the infrastructure they live in and/or use, and a nonprofit, member-run organization that owns the land under them. The people who lease the land are members of the organization they are leasing from. There is no “renter” and “landlord” relationship. Instead, there are the people who live securely on the land for the long-term (we call them Land Stewards), and there is a collective organization that these Land Stewards are *part of* that holds the land in trust across generations. It’s very much like a cooperative, but structured as a democratic nonprofit, in which members share responsibility for the long-term stewardship of the land.

For all of these reasons, we call our version of a ground lease a “Land Commitment Agreement.” We also think this better reflects our intentions with the land: this is about mutual commitment and reciprocity not only between the CLT and the Land Steward, but between everyone and the land.

The purpose of the Land Commitment Agreement is not to make money for property owners. Its purpose is to advance the following core values:

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<sup>1</sup> This Land Commitment Agreement Guide is not a legally-binding document and does not in any way modify the agreements described in the actual signed version of the Land Commitment Agreement. When in doubt, follow the language in the Land Commitment Agreement.

- Land should not be a commodity, something to be bought and sold for profit. It is a common inheritance of all life on earth, and it should be shared and cared for accordingly.
- Because all of the land that non-Wabanaki people are living on here in what is now called Maine is stolen, it is especially important that we challenge and undo the entitlement that settler people often feel around “property ownership.” Refusing to own the land can be (if we organize) a step toward transforming colonial culture and taking action in support of Wabanaki self-determination.
- Access to land and housing should not be just for the privileged few. When access to land and housing are determined by money (who can afford it), then this access will be unequal and unjust. We want to be part of creating a world in which people don’t have to be members of the white, wealthy elite to have a deep, enduring, and secure relationship with the land.
- It is also crucial that people, especially those whose communities have been systematically dispossessed, have secure, *long-term* access to land and to the means of building wealth (in the widest sense) on and with the land. The 99-year Land Commitment Agreement is a strategy to undo for-profit private property while also offering stability over time. People need to be able to rely on the land, build durable homes and communities, and be able to recover some of what they put into it all if and when they leave.
- Leasing land should not mean having a landlord. People should be able to participate directly in making the core decisions that affect their lives, and this is why those living on the land should be members of the organization they are leasing from.

Our Land Commitment Agreement doesn’t achieve these goals perfectly, and we will always be learning and growing into new ways to live our core values. We see this lease structure as an important starting point and work-site for imagining and building a different future.

### **Summary of Major Agreements in the Land Commitment Agreement**

Here are some of the most important and impactful elements of this Land Commitment Agreement:

- We refer to those who sign the Land Commitment Agreement with Land in Common as “Land Steward” (in a conventional lease, they’d be called the “lessee”).
- The Lease is for the land only. The Land Steward owns the buildings and other structures.
- The Lease is for 99 years, and is automatically renewed for additional periods of 99 years. This is a *really* long-term lease.
- The Lease requires that the land be used only for specific purposes such as personal residence, home-based income generation, sustainable forestry, agriculture, education, community-building, healing, social change, etc. These can be negotiated with the Land Steward when the lease is created, but they generally must be in line with Land in Common’s values and mission.
- Related to this, the lease requires that the Land Steward use the land actively (living on it or doing land-based work) for at least 8 months out of the year. This is because Land in Common prioritizes land relationships in which land is *home* rather than a vacation spot.
- The lease can be assigned by the Land Steward to their heirs and successors (individuals or organizations). In other words, it can be passed to future generations along with ownership of the buildings and other structures. All future Land Stewards will be bound to the terms of the Land Commitment Agreement, so it is very important that they resonate with Land in Common’s core values and mission.
- The Lease requires the Land Steward to make payments, and the amount of these payments is decided by the membership and Board of Land in Common. Land Stewards are Resident Members and therefore have the right to participate in making proposals and decisions about these payments, along with other aspects of the organization. Land Commitment Agreement payments are not intended to make money for Land in Common, but rather to help cover certain land-holding costs, to make payments to Wabanaki people in support of self-determination and reclaiming stolen homeland, and to “pay it forward” in support of land access for others.
- Because they are on the land indefinitely, the Land Steward pays the land taxes. The Land Steward is also responsible for maintaining liability and property insurance coverage and paying for all maintenance costs associated with the land and buildings. For certain projects,

some of these costs may be covered by solidarity payments from Land in Common or other allies.

- The lease affirms that the infrastructure (buildings and other “improvements”) is owned by the Land Steward. At the same time, though, it *restricts the resale value* of this infrastructure. The lease uses a “resale formula” to determine how much the Land Steward can sell the infrastructure for if they leave the land. The core goals here are to ensure that people can get back what they put in while also keeping the buildings affordable for the next people who live on the land. Removing profit from the picture while allowing people to recoup their costs is a long-term strategy for land justice.
- If the Land Steward wants to finance construction or repair of buildings or other infrastructure using a traditional mortgage (where the lender holds some or all of the land/buildings as collateral), they need to get the consent of Land in Common. There are also some specific requirements for lenders that might affect which sources of financing would be available.
- If the Land Steward wants to sell Infrastructure, there is a process they need to go through that starts with informing Land in Common of their intention. Land in Common has a first option to purchase the infrastructure and has some say over who ends up buying it if this option isn’t used.
- There are certain things (not many!) that you have to inform Land in Common’s Board or staff about, and there are certain things you have to request permission for before doing them. See [below](#) for all of these details.
- The Land Steward can’t rent the land or buildings to others without permission from Land in Common, and this permission is given based on whether the rental arrangement would be aligned with the organization’s core values and mission. It is likely, for example, that seasonal rental of secondary spaces (i.e., not the main housing on the land) to short-term visitors in support of land-based livelihood would be acceptable. It is unlikely that Land in Common would agree to support a landlord making profit by renting out long-term primary housing. The goal here is to support people’s connection to and life on the land rather than to profit from others’ needs.

- The lease can be terminated if its key requirements are not met ([see below for these](#)), but: 1) there are many ways described in the document to “cure” these problems when they arise; and 2) Land in Common, which includes Land Stewards in its core governing membership, is committed to doing everything in its power to ensuring that people are able to stay on the land. Long before anyone is evicted, many attempts will have been made to create pathways for “curing default” (i.e., violating key terms of the lease).

**Things the Land Commitment Agreement Requires Each Party to Do  
(and How to Do Them)**

**Things that the Land Steward is required to do:**

	<i>When to do this</i>	<i>How to do this</i>
Pay a Land Commitment Agreement Fee	June and December	Send payment (check, cash, etc.) to Land in Common
Pay taxes on the land and buildings	When the town requires it	However the town requests
Have a liability and fire insurance policy, and make sure that Land in Common is listed as an additional insured party on the liability insurance.	Always	Via an insurance broker. Land in Common can provide support for finding insurance if needed.
Maintain the land and buildings	Always	DIY or via hired labor. People in Land in Common’s wider community can help to find support for this work if needed.
Follow the agreements about land use and care described in the Land Commitment Agreement	Always	–
Share certain information with Land in Common once per year (contact information for residents and proof of insurance)	Prior to Annual Meeting	Sent to LC Staff Collective member by email or mail.

**Things that require written permission from Land in Common:**

	<i>How to get this permission:</i>
Building new structures on the land	Before seeking any town permits or starting any building, Land Steward should send a proposal (see Section 6.3 of the Land Commitment Agreement for details) to a member of the Staff Collective, who will share it with the Land Care Working Group. After any needed conversation and modification of the building plan between you and people on the Land Care Working Group, a Staff Collective member will provide a letter with the final agreement.
Subleasing land	Send a proposal to a member of the Staff Collective, who will share it with the Land Care Working Group. After any needed conversation and proposal modification between you and people on the Land Care Working Group, a Staff Collective member will provide a letter with the final agreement.
Leasing or subleasing buildings or space in buildings	Send a proposal to a member of the Staff Collective, who will share it with the Land Care Working Group. After any needed conversation and proposal modification between you and people on the Land Care Working Group, a Staff Collective member will provide a letter with the final agreement.
Getting a mortgage to build or renovate infrastructure (buildings, etc.)	Before entering into any financing agreement, Land Steward should send a proposal (see Section 7.3 of the Land Commitment Agreement) to a member of the Staff Collective, who will share it with the Land Care Working

	Group and the Finances Working Group. After any needed conversation and proposal modification between you and people in the various working groups, a Staff Collective member will provide a letter with the final agreement.
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**Things that Land in Common is required to do:**

	<i>When does this happen</i>
Inform Land Steward about their membership in Land in Common, and how they might choose to participate	Ongoing
Notify the Land Steward of any violations of the terms of the Land Commitment Agreement, and work with them to “cure” these	As needed
Notify the Land Steward of any changes to the Land Commitment Agreement Payment that have been decided on by membership (note that Land Steward will always have a chance to be part of these decisions)	Within 2 weeks of the meeting where the decision was made.
Maintain records of the Land Commitment Agreement and of any materials relevant to the Resale Formula (such as appraisals, etc.)	Ongoing
Agree to any building or infrastructure repair proposals that do not violate the terms of the Land Commitment Agreement	As requested
Adhere to Land Steward’s requests regarding inheritance of buildings/infrastructure (see Section 9.3 of the Land Commitment Agreement)	As requested



Commission an appraisal if and when Land Steward decides to sell the infrastructure	As requested
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### **Checking In & Changing the Land Commitment Agreement**

The LC Land Commitment Agreement requires that both Land Steward and Land in Common check in once at least every five years to make sure that everyone is clear about what the lease says and to explore whether any changes are needed.

We have a collective check-in every 5 years, on “multiple of 5 years” (2025, 2030, 2035, 2040, etc.) where we gather all Resident Members together for a collective lease workshop. LC staff will support people in understanding the details of the lease and facilitate conversation about ways that members might want the document to change. The Land Commitment Agreement Fee calculation is also revisited at this time.