

# SOIL IN THE CITY

Urban Farming *on* Community Land Trusts

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Urban and Environmental  
Policy and Planning

*Cover photo: Jerry Monkman (2015)*

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*Photo Credit: UFI Farmer Training class. Photo: Paul Dunn (2016)*



# EXECUTIVE SUMMARY



Boston is a small city with a competitive real estate market and acknowledged problems of income inequality and racism in both its present and past.<sup>1</sup> Twentieth-century planning and policy decisions led to economic disinvestment from many low-income neighborhoods and communities of color, which in turn created problems of illegal garbage dumping, arson-for-profit, and land abandonment. Now, these neighborhoods and their residents are facing different challenges, including gentrification, displacement, and a lack of access to fresh, affordable, and healthy food.

*“We need something to hold the land in this expensive city. This land trust gives us the chance.”*

*—Bobby Walker, Farmer Trainer,  
Urban Farming Institute*

From this context, remarkable and groundbreaking initiatives have emerged, including a burgeoning food justice and solidarity economy movement as well as the establishment of community land trusts that enable community control of land. Much of the energy behind these initiatives has come from the neighborhoods of Roxbury, Dorchester, Mattapan, where movements for social, economic, and environmental justice have been interrelated.

The newly-formed Urban Farming Institute Community Land Trust (UFI CLT) will become the first organization in Boston whose sole mission is to acquire and steward urban farm sites using the community land trust model. The first four parcels of land are due to be transferred into the ownership of UFI CLT in 2018. By focusing on urban farm sites, this new community land trust is addressing a crucial missing link in the loop of the sustainable local food economy: land access for farmers. After all, it is hard to grow food in the city without access to soil in the city.

Although much needed, the Urban Farming Institute Community Land Trust’s proposition is a departure from the norm because the community land trust model is in fact most widely known in the context of affordable housing. What does a community land trust dedicated to facilitating urban farming look like? This report investigates this question from two different angles. First, how do the board, staff, and farmers involved with the creation of the Urban Farming Institute Community Land Trust view its role? How do they envision turning their intentions into the practices and policies that will allow the new organization to carry out its mission? Second, what can UFI CLT learn from other organizations around the United States engaged in similar work? What elements of their work can help inform Boston’s new CLT?

By going beyond affordable housing, UFI CLT is joining the ranks of CLTs across the

country that see the model as a flexible tool for community-led economic development.<sup>2</sup> This connects to elements of the original vision for the Community Land Trust, which saw community ownership of land as the foundation for appropriate, affordable, and secure development of housing, commerce, and production.<sup>3</sup> As such, the questions that UFI CLT is asking about how to use a CLT to make land accessible to commercial farmers are similar to the questions that other CLTs across the country have been asking – and answering – as they, too, enter into relationships with for-profit leaseholders and make land accessible to commercial farmers.

Some answers for UFI CLT lie in the details of land agreements, by-laws, policies and procedures, and strategies for community engagement. However, each organization—and indeed each farmer and each piece of land—is different, so blanket recommendations are impossible. Our research has uncovered some key approaches that may serve UFI CLT.

More importantly, we have found some of the key questions that this new organization could use to guide itself as it works toward its ambitious and important vision. On the next page is a summary of these questions and accompanying tools, which will be explored in depth throughout this report.

Effective techniques must be grounded in a shared set of values. One fundamental value is the understanding that a community land trust should simultaneously serve the needs of the land and the people who are connected to that land. In a movement for justice, how does one decide what is just? Ultimately, the answer to this question will always be negotiated. But with land, a dedicated board of directors, and strong relationships throughout the Greater Boston Community Land Trust Network and the food justice movement, the Urban Farming Institute Community Land Trust is ready for the challenges ahead. The soil is prepared. Now it is time to start planting the seeds.



**Figure 1:** Urban Farming Institute Staff. Photo: Hilary Milnes (2013)

### ***Develop Stewardship and Management Practices***

- Match farmers with land that fits their needs, vision, and business model. See Farmer Profile tool for advice on differentiating land agreement stipulations and technical assistance for farmers with different levels of expertise on p. 81.
- Formalize land management and stewardship plans for each property
- Create a system for evaluating ecological, social, financial stewardship practices. See sample Stewardship Evaluation on p. 106.

### ***Engage Neighborhood Residents***

- Define stakeholders for different issues, tailoring engagement to that audience
- Build partnerships with community organizers and neighborhood organizations
- Conduct outreach around goals: e.g. canvassing, mailings, radio spots, banners
- Create a Conflict Resolution Plan and engage appropriate stakeholders. See p. 106 for a sample.

### ***Develop Land Agreements***

- Decide to what production standards farmers will be held, how to assess fees for the use of UFI CLT properties, and how to arrange ownership of improvements
- Create guidelines for inspection, liability, recourse, and termination of agreements
- Negotiate nuanced land agreements that balance responsibility and ownership according to the specific needs of land, farmer, surrounding community, and the CLT
- See Land Agreement Considerations on p. 74 for comprehensive list of issues to address when writing a lease. See Farmer Profile tool on p. 81 for recommendations on how to tailor leases to farmers with different levels of experience.

### ***Structure Governance and Division of Responsibilities***

- Decide how to allot public interest representative board seats
- Develop a system for open membership and/or community advisory board and design participatory processes for determining goals on new farming sites
- Ensure continued board education and succession planning. See Governance Considerations on p. 63 for a comprehensive list of issues relating to democratic CLT governance.

### ***Network with Other Community Land Trusts***

- Connect with other CLTs carrying out commercial activities nationally to learn lessons about incubation, technical assistance, tax exemption, etc.



## Team Members

**Zoë Ackerman** consults with the Rachel Carson Council (RCC), a DC-based environmental advocacy organization, on building partnerships between campuses, advocacy organizations, and frontline communities on a range of issues related to industrial agriculture. From 2016-2018, she is serving on the EPA Youth Perspectives on Climate Justice Workgroup. She studied English and Creative Writing at the University of North Carolina at Chapel Hill where she was a Morehead-Cain Scholar.

**Nicole Huang** is a current resident staff member of Lawrence CommunityWorks, a non-profit affordable housing CDC. She was formerly employed at Groundwork Lawrence and World Farmers, two environmental and food justice organizations in MA. She completed her B.A. in Anthropology at Bates College and conducted a student Fulbright research project interviewing farmers in India.

**Alice Maggio** worked for the Schumacher Center for a New Economics in Great Barrington, MA, from 2012 to 2017, where she led the BerkShares local currency program, developed a locally focused entrepreneurship program for young people, and assisted in the writing of the Berkshire Community Land Trust's by-laws. She completed her B.A. in Sociology and French at Wesleyan University.

**David Morgan** is the vice president of the US Federation of Worker Cooperatives board, where he is also the founding chair of the policy and advocacy member committee. He previously worked in nonprofit communications and as a cooperative educator and developer. David holds a B.A. from Hampshire College.

*“There are these currents of equity and empowerment that historically underlie the land trust movement. And in an urban environment, those currents are there as well.”*

*—Apolo Catalá, farmer, member of the CLT Board*





# INTRODUCTION



The Urban Farming Institute (UFI) of Boston's mission is to promote urban agriculture through education, farmer training, policy initiatives, and farm site access for farmers. Since its founding in 2012, the organization has been transforming vacant lots in Boston into commercial farming enterprises to generate "green collar jobs," or employment in food, farming, and environmental sectors, for local residents. A crucial component of UFI's work is to educate the public and promote policy change for a healthier and more environmentally just food system.

UFI develops farm sites in Roxbury, Dorchester, and Mattapan, where high rates of poverty and disinvestment have led to poor health outcomes, high unemployment rates, and environmental injustice. The organization serves the residents of those neighborhoods by offering education and training to address the lack of healthy, local food options. Some 80% of UFI's farmer training program graduates are currently employed in food and farming-related enterprises.

Because the ability to access clean, affordable land in the heart of an expensive city is key to the success of urban farmers, UFI is developing or farming eight parcels of urban farmland. The Urban Farming Institute Community Land Trust that formed in June of 2017 will eventually assume ownership of seven of these farm sites, as well as any acquired in the future. The sites are small parcels, between a quarter and a half acre in

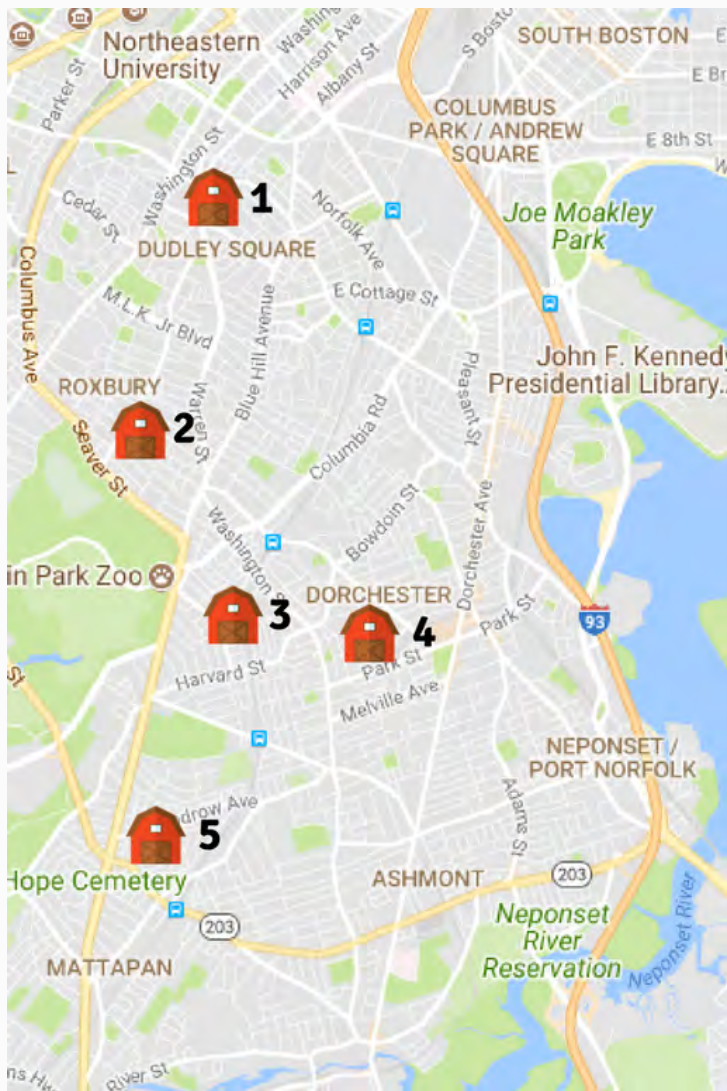
size, and many were acquired from the City of Boston's Department of Neighborhood Development in partnership with the Trust for Public Land. Dudley Neighbors, Inc.<sup>4</sup> is holding Garrison-Trotter Farm and will transfer it into UFI CLT soon. At least three other farm sites—Tommy's Rock, Glenway, Astoria—are also slated to be transferred into UFI CLT in the near future.

The board of trustees and advisors of the new Urban Farming Institute Community Land Trust are developing plans for decision-making and stewardship and advancing board education on the CLT model. The purpose of this report is to support the Urban Farming Institute Community Land Trust as it conceptualizes its relationships with Urban Farming Institute, the farmers working the land, as well as neighbors and the public at large.

Our research asks the following question:

**What organizational structures and practices best allow the Urban Farming Institute Community Land Trust to govern, manage, and steward land in a way that furthers its mission?**

To answer this question we look specifically at five areas of concern to CLTs: stewardship, community engagement, land agreements, governance, and commercial activities on CLTs. In the **Methods** section, we describe how we conducted each stage of our research and selected criteria for our interviews with



## FARM SITES TO BE MOVED INTO UFI CLT

1. TOMMY'S ROCK FARM
  2. GARRISON-TROTTER FARM
- 
3. GLENWAY FARM
  4. WESTVILLE FARM
  5. ASTORIA FARM

**Figure 2:** Map of farm sites that will be transferred into the UFI Community Land Trust. Photo: Trust for Public Land (2015). Created by Zoë Ackerman with Google Maps.

UFI CLT stakeholders and case study research. In the **Findings and Analysis** section, we first provide quotes that illustrate the common questions and themes that emerged from our interviews with UFI CLT stakeholders. Next, we showcase five other organizations around the country whose accomplishments can inform the work of UFI CLT. These Case Study Stories are organized around the following themes: Stewardship, Community Engagement, Land Agreements, Governance, and CLTs and Commerce.

The **Recommendations** section presents a Stewardship Compass, Considerations for Land Agreements and Governance, and Farmer Profiles as tools to aid UFI CLT as it continues to pursue its mission. The *Compass* and *Considerations* are intended to synthesize the questions raised by UFI CLT stakeholders with some of the potential answers we found from our case research. The Farmer Profiles provide a potential template for UFI CLT to imagine how to support farmers of various backgrounds, goals, and levels of experience. Finally, the **Conclusion** includes areas for

further inquiry and broader implications of our research.

The **Appendices** include primary source documents and further data collected in the course of our research. We provide excerpts from Lease Agreements and Stewardship Evaluations/Management Plans from our case study organizations, as well as a list of contact information for primary informants. Finally, we provide the Question Guides used in our interview process.

## *Project Background*

Urban farming and community land trusts are a part of contemporary social movements that are seeking to strengthen local communities and food systems. This section will give a brief background on food justice, the food solidarity economy, and community land trusts as they relate to our project.

## *Food Justice and Urban Farming*

Food justice has emerged as a term to describe the efforts of activists who understand food and agriculture reform to be intertwined with social justice and movements against oppression. Drawing from the momentum of the environmental justice movement, the food justice movement emerged in the U.S. in recent years and has gained strength particularly in communities

of color. The focus of the movement is to promote sustainable agriculture and food system reform to address the issues of poverty, hunger, and environmental racism.<sup>5</sup> The Urban Farming Institute and the Urban Farming Institute's Community Land Trust were born out of the food justice movement in Boston.

UFI can also be understood as part of an emerging food solidarity economy in Boston. The solidarity economy is a movement towards a new economy based on models of cooperation and democratic development. Residents, activists, and entrepreneurs have started nonprofit organizations, worker-owned cooperatives, and business incubators to address all aspects of the food system, from production to consumption to waste.<sup>6</sup> Figure 3 illustrates how the food solidarity economy encompasses the processes of growing, processing, distributing, and selling food, as well as recycling organic wastes.

Urban farming has emerged as a part of this movement in response to the need for fresh, healthy and sustainable produce in cities. Many organizations and communities throughout the country are putting abandoned vacant lots to agricultural use, often with the aim to address social and environmental injustices. In Boston, a coalition that included the Urban Farming Institute, City Growers, Dudley Street Neighborhood Initiative, The Food Project, and other stakeholders advocated to open up





Figure 3: Seeds of a Local Food Economy in Boston. Adapted from graphic by Michelle Ney and Natalie Lubsen (2014). Created by Zoë Ackerman with icons from The Noun Project.

more urban land for farming. In 2013 the City of Boston passed Article 89, which permits urban farming as of right. The creation of the Mayor's Office of Food Initiatives in 2010 led to the passage of Article 89, a "Right-to-Farm" zoning ordinance in 2013.<sup>7</sup> The Urban Farming Institute's Garrison-Trotter Farm was the first farm to be permitted under Article 89 and broke ground in Roxbury in July 2014.<sup>8</sup>

## *Community Land Trusts*

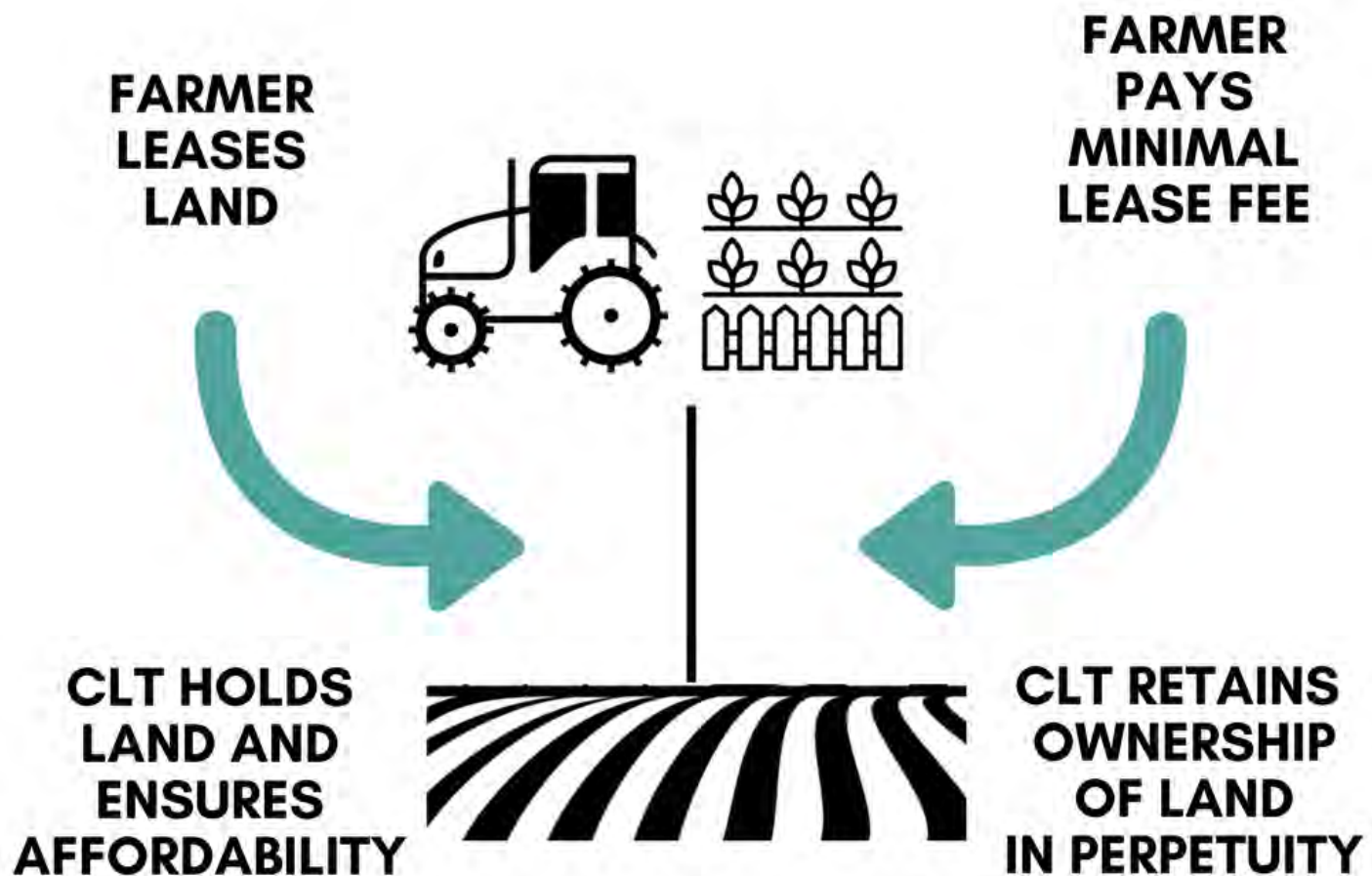
The community land trust (CLT) model grew out of the Civil Rights Movement and began with the establishment of New Communities, Inc. in Georgia in 1969, which drew on elements of the moshav shitufi model in Israel and the Gramdan, or "village-gift" movement in India, as well as the thinking of Henry George, Ralph Borsodi, and Arthur Morgan.<sup>9</sup> All of these precedents sought to rethink people's economic relationship to land, often by dividing and reallocating the "bundle of rights" associated with the ownership of real estate, and abiding by principles of fairness, inclusion, and balanced responsibilities. The model that Slater King, Robert Swann, and their co-founders pioneered in Georgia takes land out of the speculative market and puts it into a place-based, democratically structured, nonprofit organization called a community land trust.

The basic function of a CLT is to hold land "in trust" in perpetuity while allowing residents of the surrounding region to put it to use

through a long-term ground lease that separates improvements on the land from the land itself. Leaseholders can own the improvements on the land, but ground leases usually include restrictions designed to limit the amount of appreciation leaseholders can gain upon resale of those improvements. This arrangement is often referred to as a "shared equity" model, where the CLT has equity in the land and the leaseholder has equity in the improvements.

One of the founders of New Communities, Inc., Robert Swann, went on to advocate for community land trusts all over the United States. In Swann's vision, community land trusts would be a tool for creating the "ultimate land reform movement." Worried that community land trusts would be misunderstood and misused as "enclaves," Swann argued for CLTs that "extended membership to anyone living in the region," thereby opening up control of the land to a regional population, and not only a self-identifying group.<sup>10</sup> By including more people through open membership, he hoped that, gradually, "communities will more and more take over and own the land and lease it out to their members as needed at relatively low cost so that access to land is available to everybody."<sup>11</sup>

Swann also advocated for a three-part board structure consisting of one-third leaseholders, one-third representatives from the CLT's geographic region, and one-third



**Figure 4:** How does a community land trust own and lease farm land? Adapted from Maggie Walker Community Land Trust graphic (2017). Created by team with icons from The Noun Project.

professionals with pertinent skills. This form was meant to balance the interests of current beneficiaries of the CLT's land ownership (leaseholders) with those who did not yet have access to the land (general community members and professionals). As Swann saw it, this balance would both incentivize the board to seek out more land and also prevent it from falling prey to the temptation of selling the land when its value increased.<sup>12</sup>

The title "trust" in the name of the model came from the concept that a natural resource such as land should not be owned by individuals, and should instead be held in trust and stewarded for the long-term good of all. Over time, the word "trust" took on a slightly different meaning, and the stewardship role of a CLT was understood to include also an "affirmative obligation" to develop "assets for the primary benefit of individuals who [are] socially and economically disadvantaged."<sup>13</sup> Since its beginning, the

community land trust model has been used as a tool to support and facilitate equitable community economic development by reimagining and re-allocating property rights.

Community land trusts are best-known as tools for the creation, stewardship, and permanent protection of affordable housing.<sup>14</sup> A growing body of scholarship has shown that the particularities of the CLT model can have a substantial positive impact on the economic well-being of leaseholders, including increased security of tenure and ability to build wealth.<sup>15</sup> In addition, the ground leases create regular interactions between leaseholders and the staff of the mission-driven CLT, which means that potential problems can be found out and solved more effectively. For example, homeowners on CLT land have been shown to have lower foreclosure rates than other homeowners.<sup>16</sup>

One of the most well-known CLTs in the United States is located in Boston. Dudley Neighbors, Inc. (DNI) was established in the 1980s as a way for the residents of Roxbury to take back control of their neighborhood, which had been suffering from illegal dumping and arson for profit. Dudley Neighbors, Inc., with its partner organization Dudley Street Neighborhood Initiative, has proved flexible and responsive to changing conditions and is now helping the neighborhood face a different challenge: gentrification. DNI currently holds one parcel that will be transferred to UFI CLT.

In the U.S., the CLT model has been deployed to hold land in trust for purposes beyond affordable housing, such as agriculture and commerce.<sup>17</sup> In Boston, Dudley Neighbors, Inc. is currently in the process of developing the former Citizens Bank building in Upham's Corner for local businesses and artists. They are also recruiting nonprofit and commercial tenants for a new building to be developed next to the Dudley Community Greenhouse. In Anchorage, Alaska, a CLT that focuses entirely on commercial development is providing a business incubator service to potential future tenants. The National Young Farmers' Coalition points to community land trusts as a tool for providing affordability and secure tenure to beginning farmers with few resources.<sup>18</sup> In seeking to make affordable farm sites available to commercial farmers in the urban environment of Boston, the Urban Farming Institute Community Land Trust can draw on the precedents set, lessons learned, and tools developed by CLTs across the country.

**Figure 5:** Urban Farming Institute Staff on site. Photo: Leise Jones (2017)











# METHODS

Our research process involved three stages: interviews, case studies, and analysis. Though we convey our research in discrete “stages,” they overlapped in practice.

## *Stage 1: Stakeholder*

### *Interviews*

The first stage of our project consisted of interviews with Urban Farming Institute Community Land Trust (UFI CLT) stakeholders, defined as Urban Farming Institute board and staff, UFI CLT board, and UFI-trained farmers. Through these interviews, we sought to understand the organizational context, the stakeholders’ current understanding of the CLT’s work and the questions they were facing, and their visions for the future of UFI CLT. See Appendix D for the UFI and UFI CLT Stakeholder Question Guide.

Our team also attended events to deepen our understanding of UFI CLT’s context. We attended a UFI fundraiser and the 6th annual Massachusetts Urban Farming Conference, where we connected with UFI staff and UFI CLT board members. We also attended a Greater Boston Community Land Trust Network gathering that brought Boston-area CLTs together.

## *Stage 2: Case Studies*

In the second stage of our project, our team conducted online research, email communications, and follow-up interviews

to learn about community land trusts and organizations around the country doing work similar to UFI CLT’s. Before beginning this stage, our team analyzed themes and questions that arose in Stage 1 from the focus groups and interviews. Based on the topics raised by UFI stakeholders, we broadened the scope of our main research question to include six sub-questions (see Findings).

At the beginning of Stage 2, we also interviewed two law professors from Harvard Law Clinic and Pace University Beverage Law Clinic who are currently researching elements of the CLT model. Based on these conversations and a review of a 2013 resource from Grounded Solutions<sup>19</sup> and a 2015 Tufts Community Practicum project,<sup>20</sup> we created a preliminary list of 21 cases to investigate. We developed the criteria in Table 1 in order to find the examples that could best inform UFI CLT.

This approach enabled our team to conduct investigations of the key topics of stewardship, community engagement, fair land agreements, governance, and commercially focused CLTs. With these themes and the question from UFI Stakeholders in mind, we drew out the points and practices most relevant to the work and needs of UFI and shaped these into the Case Study Stories. The Case Study Stories section elaborates on these practices. Organizations selected met at least some of these criteria, but not necessarily all. See Appendix C for

a full list of organizations considered and Appendix D for case study question guides.

### Stage 3: Recommendations

In the third stage of our project, our group further synthesized information and selected key quotes from interviews and case study research. This involved listening to interview recordings, reviewing notes, organizing the data into matrices, and meeting in person twice a week to discuss findings. This process allowed us to analyze our findings together and identify the following five organizations as model cases: Southside Community Land Trust, Madison Area Community Land Trust, Community Land Trust in the Southern Berkshires, Dudley Neighbors, Inc., and Anchorage Community Land Trust.

Our selection of cases enabled us to find diverse and relevant approaches that can

inform UFI CLT’s next steps. Two cases were chosen because they are urban community land trusts that are incorporated as 501(c)(3) organizations and they have some farmers leaseholders. Another CLT was chosen because it is a well-established, community land trust in Boston that incorporates some urban farming on its land. A fourth was chosen for its deep roots in the CLT movement and because its lease with a particular farm has become a model for other organizations leasing to farmers. The fifth case is a CLT that is intentionally exploring how the model can accommodate commercial tenants. From the profiles of these five organizations and several others, we drew out questions that UFI CLT can ask itself when creating stewardship and community engagement plans, writing land agreements with farmers with different levels of experience, and forming governance protocols.

Criteria	Types of Organizations
<ul style="list-style-type: none"><li>• Successful stewardship and management of urban or rural agricultural land</li><li>• Use of land agreements to allow small-scale commercial farmers affordable and secure land tenure</li><li>• Shared equity models that balance community and individual interests</li><li>• Democratic governance and broad community engagement strategies</li></ul>	<ul style="list-style-type: none"><li>• Community land trusts that encompass agricultural, housing, and/or commercial ventures</li><li>• Conservation land trusts with farming leaseholders</li><li>• Urban gardening organizations</li></ul>

**Table 1:** Criteria and organizations considered when selecting case studies  
SOIL IN THE CITY



URBANA  
FARMING  
INSTITUTE





## FINDINGS & ANALYSIS

The first part of this section shares the findings from our interviews with UFI CLT Stakeholders. The second part presents profiles and key practices of the five case studies we chose for their particular relevance to UFI CLT.

## *Urban Farming Institute Stakeholder Interviews*

The Urban Farming Institute Community Land Trust is an organization in formation. Interviewing stakeholders gave us a snapshot of a certain moment in the organization's development, and all of the questions that accompany that development. The following questions were explored and emerged in 13 stakeholder interviews with Urban Farming Institute staff members, Urban Farming Institute Community Land Trust board members, and UFI-trained farmers.

In order to let stakeholders speak for themselves, we included direct quotes that relate to each of these umbrella questions. If issues came up that were not represented well in a few sentences from a stakeholder, we added these under the "questions raised" headings.<sup>21</sup>

1. How can UFI CLT steward and manage its farm sites well?
2. How should the CLT and farmers engage residents of the surrounding city?
3. What should be addressed in a land agreement?
4. What considerations should inform the governance of UFI CLT? What is the nature of the new relationship between UFI and the CLT?
5. What do successful farms and farm businesses look like?
6. How does UFI CLT fit into the broader CLT movement?

# How can UFI CLT steward and manage its farm sites well?



**Barbara Knecht:** “Management is short-term, and part of stewardship. Stewardship is long-term and, when done well, makes an urban farm an asset, physically, socially, and spiritually.” *Barbara is an architect and Project Leader for UFI’s farm site development.*



**Dave Madan:** “Management is a drier process [than stewardship]. It includes the nuts and bolts of making sure properties are kept up. We need a proper system and protocol for that. Stewardship takes management to the next level by showing care and concern for sites so that they become community anchors. [A farm site that is not stewarded well] would have no interface or connection with the community. Neighbors should be able to at least mentally partake in farms.” *Dave is a real estate developer and Chair of the CLT Board.*



**Mel King:** “Access is critical to land management and stewardship...it’s important to manage land so that there is access for community members.” *Mel is a politician, community organizer, writer, and member of the CLT Board.*



**Glynn Lloyd:** “The stewardship and ownership side is the role of the CLT, which would be long-term community relations and maintenance. There’s a cost of that, and a capacity/capability, making sure records are kept appropriately, and the sidewalks are shoveled.” *Glynn is President and Founder of City Fresh Foods and is currently the Executive Director of the Business Equity Initiative (BEI). He serves on the UFI and CLT Boards.*

## Questions raised

- How can the CLT balance offering farmers independence and providing a web of support for farmers with differing levels of expertise?
- How can the CLT continue to acquire land and provide access (defined as affordable and close to home/other jobs) to farmers as demand increases for farming sites?

## How should the CLT and farmers engage residents of the surrounding city?



**Pat Spence:** “This group already has a lot of embedded know-how, from years of training and experience as organizers. When we talk about community, that’s what it is: we don’t just grow food, we grow people...We want to have more events, more ways to say ‘it’s not our place, it’s your place.’” *Pat is the Executive Director of the Urban Farming Institute.*



**Bobby Walker:** “It’s interesting. Most of the time, it’s direct neighbors who engage. Generally, we try to get to know everyone. The annual Food Day & Garlic Fest at Harold Street introduced neighbors to one another. People get curious when they walk by and see farming.” *Bobby is on staff at the Urban Farming Institute as a farmer trainer.*



**Tristram Keefe:** “Good fences make good neighbors; it’s a business, so we need to follow rules and have our boundaries respected.” *Tristram is on staff at the Urban Farming Institute as a farmer trainer.*



**Linda Palmer:** “There’s a house for autistic kids across the street [from one of the farms]. We want the full community involved, including them.” *Linda is an Administrator at the Urban Farming Institute*



**Mel King:** “Given the cultural mix and makeup of the neighborhoods, it’s important that there is food the community can appreciate. Something that allows communities to see each other (Caribbean, Asian).”



**Glynn Lloyd:** “Historically, UFI does not get involved on a piece of land without talking to the neighbors. It’s part of how we go about it. We live in the community; it’s part of who we are.”

### Questions raised

- How can the CLT and farmers maintain and deepen neighborhood engagement through outreach, programming, and providing neighbors access to plots?
- How should the CLT and farmers deal with community interference (e.g. theft)?



## What should be addressed in a land agreement?



**Dave Madan:** “Reasonable assistance from the CLT includes equipment and tools that can be shared, as well as technical knowledge and assistance. Also, accessing marketing channels, perhaps to sell through UFI or alongside at farmers markets. We’re going to have to surround the process; it’s not just a matter of leasing land. The farmers should independently run their businesses, but also in a supportive infrastructure.”



**Siedric White:** “If you’ve gone through the UFI program and you’ve done the season internship then at that point you should know whether you really want to move forward with farming. So I think three years minimum is where you want to start. Because it’s probably going to take that long for you to get to a point where your crop rotations are good, your marketing is good, you have enough customers and markets.”

“If the CLT technically owns the property, and for whatever reason that person is not clearing snow or is getting hit with tickets because of trash, how are you holding the person accountable with the lease?” *Siedric is a graduate of UFI’s training program and works with UFI in his free time on a volunteer basis.*



**Apolo Catalá:** “The lease should be long enough that it lets somebody get settled. If we use the magic rule of three years, which is what a lot of people use for business planning, that would be the minimum.”

“The more infrastructure there is, the higher the rent might be. But the basic answer is that [the rent] should be [high] enough to have the costs of maintaining the land met. But I don’t think it is necessarily a bad thing if some of that cost is actually subsidized by fundraising.”

“The farmers are going to have to maintain the grounds to the standards required by the land trust. The land trust should be responsible for the general maintenance or larger maintenance issues. For example, if there is a tree that needs to be cut or pruned. That would be something that the land trust should

probably be responsible for, or at least take the lead. The same thing goes with respect to disruption of water issue service, which may result from burst pipes associated with our harsh winters. On the other hand, keeping the site in a neat and orderly manner should probably always be the responsibility of the farmers since they are on the sites on a regular basis. It would be useful to distinguish between tasks that are routine and those that are less routine, and assign responsibility to the farmer and land trust respectively. I don't think that we want to create a land trust organization with a lot of employees who are constantly going to have to deal with small things as well as big things. So then it becomes a question of defining routine in contrast to non-routine."

On recourse in case of broken lease: "This might require some legal research, but I'm thinking [that we should] make it subject to arbitration. Let's not forget the history... the equity and justice legacy of land trusts. Maybe there should be ways of putting a farmer on notice, so they can correct whatever it is that's putting them in jeopardy. But at the end of the day you have to balance the overriding mission for the greater good against the fairness to a particular person. There has got to be a way of working with people and building that flexibility but also having the ability to ultimately move on. Moving on may mean that a farmer in default will be moved off the land through an arbitration process or otherwise." *Apolo is a farmer and member of the CLT Board.*



**Glynn Lloyd:** "The CLT is ultimately responsible for maintenance because they own the land...it could be where if the CLT has certain equipment like a commercial sidewalk snow blower, they carry that out, but then charge it back to the farmer. Or the farmer can say, 'I got that, no worries' and there's no charge. At the end of the day, the farmer should be responsible for the general upkeep (appearance, landscaping). Which gets tricky because if these folks are market growers, their main focus is production."



**Tristram Keefe:** "A baseline [of infrastructure and improvements] should be provided by the CLT. After that, the lessee could decide to add more, like rain catchments or greenhouses, but those have to be removable and paid for by them."

“Some of that might be on the farmer and will differ by farm. Maybe there should be an opt-in fee for maintenance. Part of the problem is going to be accountability, and how to manage a standard.”

### **Questions raised**

- Can the land agreement help ensure that CLT and farmers are property tax exempt?
- How long should land agreements last?
- What happens when a breach of lease occurs?
- How are “improvements” defined? And who owns improvements?
- How much should use of the land cost? What will this include (e.g. fees, utilities)?
- How should land agreements differ for beginning/intermediate/advanced farmers?

## What considerations should inform the governance of UFI CLT? What is the nature of the new relationship between UFI and UFI CLT?



**Barbara Knecht:** “UFI is primarily responsible for managing people (training and supporting farmers and their work) and the CLT is primarily responsible for managing farm sites (their physical condition and neighborhood fit). And both organizations are responsible for the relationships between the farms and the people, and the farms, farmers and neighborhoods.”



**Nataka Crayton:** “There should be direct representation of the community including farmers on the CLT board, reflecting the diversity of people and social capital in the neighborhood. The CLT should have a succession plan to assure new ideas and new energy flow that will help grow the organization in the future.” Nataka is Operations Manager at Urban Farming Institute.



**Siedric White:** “The three categories of leaseholders, neighbors, and public interest representatives are important. In addition, it should have representatives from people in retail establishments and restaurants, as well as the end consumers. This would get us direct access to the people farmers are selling to, and close the loop.”



**Apolo Catalá:** “This is a serious question. From organizational documents, [the board is supposed to have] between 3-15 [people]. A cross-section is needed from the community: someone who has farming/food system experience. Also we need neighborhood representatives, though some neighborhood representatives, especially if they have not had farming or even gardening experience may not be able to put what’s best for urban farming first. We also need someone who knows how to get things done; experience with practical board governance...[Leaseholders] should be at the table. Of course, they would have to recuse themselves from any decisions dealing with their particular farm. We would also need staggered terms and healthy term limits, and an advisory board of people prepared to join the board, where future land

trust leadership can be cultivated.”



**Glynn Lloyd:** “UFI CLT should be representative of the neighborhoods in which it operates, where the majority are people of color.”

#### **Questions raised**

- Who should be represented on the board?
- How might board education function?
- What considerations are important for governance, beyond board make-up?
- How might UFI and UFI CLT divide their responsibilities?
- How will farmer selection function?



## What do successful farms and farm businesses look like?



**Siedric White:** “I’m looking at it as a for-profit enterprise. I want to start an urban farm to provide specialty produce to area restaurants, but also to turn into value-added products and for my own catering business.”



**Apolo Catalá:** “Success in urban farming means that you’re making a positive difference to the residents of an urban environment. It’s a combination of reduction of food miles, the mitigating effect that growing locally has on the environment, but also the exponential effect or benefit that growing in urban setting has when people see you the urban farms while walking around their neighborhood, and when they stop and ask questions about that is growing and what they see ... all of these things have a beneficial effect, beyond the bottom line, and you have to identify and measure those benefits in order to understand success in urban farming.”

“The CLT should be created to facilitate urban farming in a strategic way. [Urban farming] can be a full-time job, and the land trust should be a significant part of that. There could be a certain percentage of farmers on different tracks of years and an ability to graduate farmers to other land, but we would need a program to help acquire or create access to additional land that’s not yet or may never be part of the land trust.”

“The major purpose of this CLT is to make sure land is sustainably used for farming in perpetuity. When you take land and dedicate it to the public good, such as urban farming, it sends a strong message to the community at large that the land matters. If UFI is training farmers, they, via UFI or the UFI CLT, need to have land where those farmers can farm.”



**Dave Madan:** “It is difficult to expect farmers that they would create a full-time job and sustain themselves on their own from work on this land. Who among our network has gotten to a place where they can operate a quarter-acre?”

## How does UFI CLT fit into the broader Community Land Trust movement?



**Nataka Crayton:** “It’s essential to acknowledge our indigenous roots of farming and community practices. It is a part of our historical legacy, that includes slavery and embrace our current path as the story continues, and needs to be written.”



**Apolo Catalá:** “There are these currents of equity and empowerment that historically underlie the land trust movement. And in an urban environment, those currents are there as well. To take it further, preserving and managing and being good stewards of the land--and making urban farming something that is truly sustainable--is consistent with the historical undercurrents of the land trust movement.”

### Questions raised

- What are the characteristics and capabilities of the graduates from UFI’s training courses?
- How can UFI CLT promote farm businesses that succeed in three dimensions—social, environmental, and financial—also known as a triple bottom line?
- How can UFI CLT continue to learn from history and innovations in the CLT movement?

## Unifying Principles

In analyzing conversations with UFI CLT board members, UFI staff, and UFI-trained farmers, we noticed that there were certain unifying principles that underlie the more practical elements of good stewardship, management, and governance practices.

All of our interviewees were interested in **fairness**, asking themselves “are these decisions and relationships fair to neighbors, farmers, and the community land trust?” The answer, as Apolo Catalá often said, might be “it’s tricky!” This trickiness does not mean that our interviewees shied away, however. Instead, they considered multiple points of view, imagining what a pragmatic, negotiated solution might be to the question “what is fair?” in any specific situation—whether it is shoveling snow or paying for a new greenhouse.

At the same time, and perhaps as an elaboration on the principle of fairness, the stakeholders we interviewed were concerned with the **inclusivity** of this new organization and its work. How could UFI CLT best serve and include, represent and respond to the diverse residents of Roxbury, Dorchester, and Mattapan? Part of Mel King’s vision for the organization, for example, is to bring neighbors of different backgrounds and ethnicities together through the cultivation of food. Adhering to a principle of inclusion also has implications for how an organization

is governed, and who is included in the decision-making process.

Another thread that ran through our conversations with stakeholders was the question of how to achieve a **balance of responsibilities** that would lead to the most successful outcome for all parties involved, especially UFI CLT and farmers. What would be the ideal balance between independence and support for the farmer? From our conversations, it became apparent that there is no one answer to this question, and that the balance of responsibilities may look different in different situations.

We lift up these principles not only because they were apparent in our research, but also because they have deep roots in the Community Land Trust movement. For example, the authors of *The Community Land Trust Handbook*, published in 1982, made it clear that in their view, the business of a CLT is to find an equitable or fair balance between private and public interests in real property.<sup>22</sup> Henry George and Ebenezer Howard, two of the thinkers who inspired the CLT movement, were concerned with making sure that individuals did not unfairly reap the benefit of the property value that the surrounding community created.<sup>23</sup> Regarding inclusion, CLT pioneer Bob Swann was the one who advocated for open membership in order to prevent a CLT from becoming a closed enclave that benefits only a few people.<sup>24</sup>

We think that these resonant principles will be important to consider in most decisions that UFI CLT makes, especially regarding the more technical aspects of stewardship, land management, writing land agreements, governance, and community engagement.

## *Case Study Findings*

Several CLTs, conservation land trusts, and urban gardening organizations nationwide offer insight on UFI stakeholders' questions about stewardship, community engagement, land agreements, governance, and how CLTs can support commerce. We selected one case to profile for each theme. Our rationale for these choices is described below. We also included key learnings from other cases, such as NeighborSpace and Durham Community Land Trustees, to complement what the main case taught us about each theme.

Both **Southside Community Land Trust** and **Madison Area Community Land Trust** resemble UFI CLT because they are urban farming CLTs, incorporated as 501(c)(3)s, and count farmers as leaseholders. These two organizations offer innovative perspectives and practices in the realms of stewardship and community engagement. Southside CLT views stewardship in ecological, social, and organizational terms and Madison Area CLT has designed and tested a stewardship evaluation system. Both organizations engage nearby residents through outreach and programming.

SOIL IN THE CITY

The **Community Land Trust in the Southern Berkshires** has deep roots in the CLT movement and includes a community-supported agriculture farm as one of its leaseholders. Its lease with Indian Line Farm has now endured for almost 20 years and has been used as a model by other CLTs leasing to farmers. **Dudley Neighbors, Inc.** is a well-established community land trust in Boston that incorporates urban farming on some of its land—and is currently holding Garrison-Trotter Farmer, which will be transferred into the Urban Farming Institute Community Land Trust. DNI and its partner organization, Dudley Street Neighborhood Initiative, have been lauded for the way they structure their boards to reflect the diverse residents in the neighborhood they serve. DSNi's relationship to DNI may offer lessons for the new relationship between UFI and UFI CLT. **Anchorage Community Land Trust** is one of only a few CLTs that is intentionally exploring how to accommodate commercial tenants. Anchorage's experience illustrates some of the modifications to the CLT model that might be necessary to achieve UFI CLT's mission.

### **Principal Case Studies:**

*Stewardship:* Southside Community Land Trust

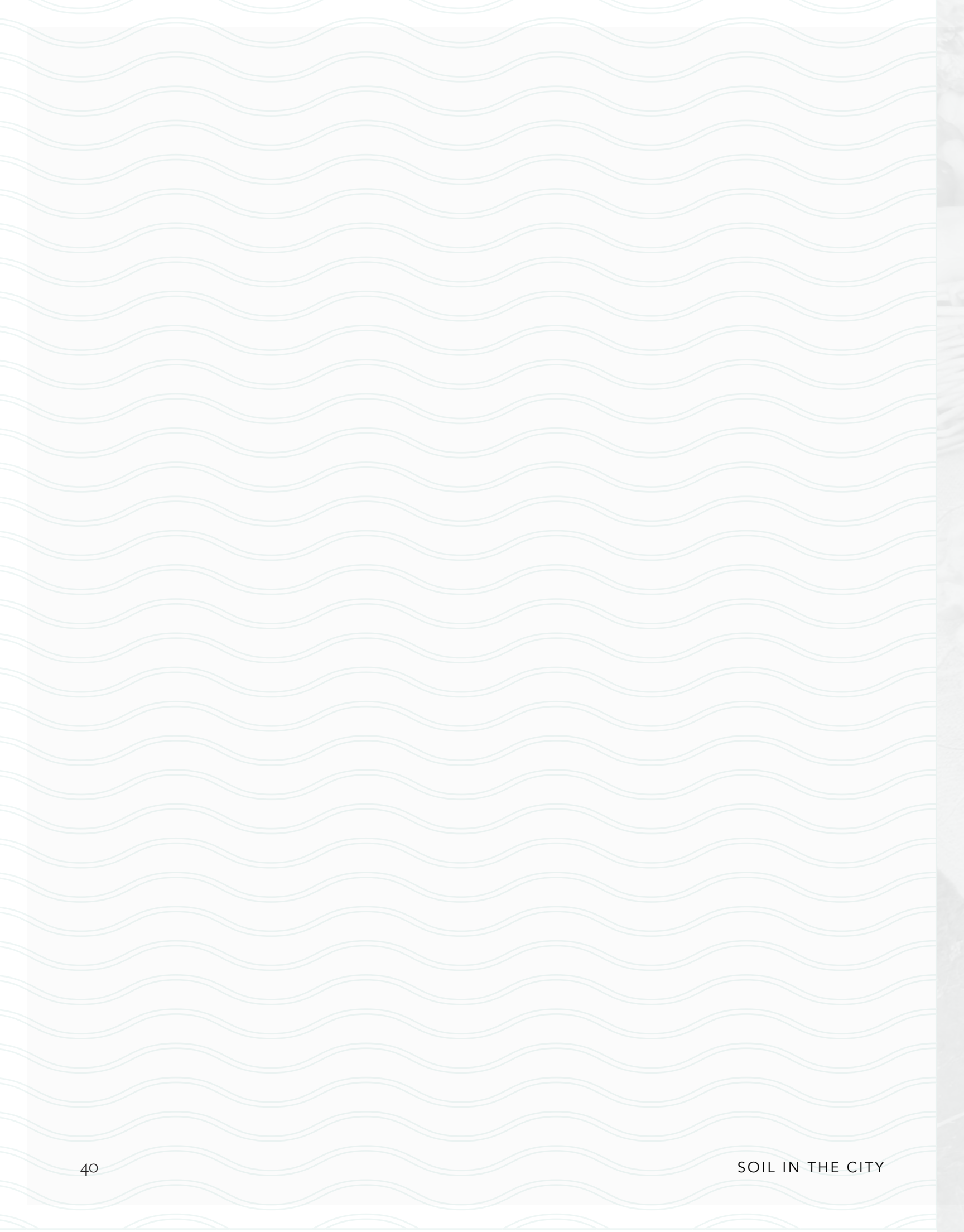
*Community Engagement:* Madison

Community Land Trust

*Land Agreement:* Community Land Trust in the Southern Berkshires

*Governance:* Dudley Neighbors, Inc.

*Commerce:* Anchorage Community Land Trust







# STEWARDSHIP

Case Study: Southside Community Land Trust

## Topics Addressed

- *Balancing farmer independence and providing a web of support*
- *Who are the farmers? What do successful farm businesses look like?*
- *Promoting a triple bottom line of social, environmental, financial success*

Stewards are responsible for using resources (time, talent, money, ecology) in service of a particular mission. In the context of urban farming, stewardship is as an affirmative obligation to care for the physical, social, and financial elements of urban farms: the land, neighbors, partners, farmers, and the CLT itself. As community land trust historian John E. Davis writes in regard to this role, “a good steward does not expect people of limited means to go it alone.”<sup>25</sup>

**Southside Community Land Trust (SCLT) has been building a framework of ecological, social, and economic support for urban farmers in Providence for nearly 40 years.**

The organization grew from a single site to over 60, including three production farms. The Southside Community Land Trust has always been focused primarily on food access, and with time their mission has expanded to consider broader ideas of stewardship and commercial viability. In 1981, three Brown University students purchased the first property and started growing food on site. Their initiative reached the Hmong community, recently arrived in Providence in the wake of the Vietnam War, who began growing culturally-relevant vegetables they could not get at the market. By the 1990s, SCLT had squatted on a number of abandoned properties and set up several community gardens. SCLT is incorporated



**Figure 7:** Somerset Hayward Farm in Southside Community Land Trust. Photo: Southside Community Land Trust (2017)

as a 501(c)(3) and the nonprofit manages all farming and gardening activities with the exception of the commercial enterprises' operations.

SCLT's tradition of providing food access to refugee and immigrant communities from Liberia, Vietnam, the Dominican Republic, the Congo region, and other places continues today. The farmers speak over 20 languages and need a place to grow food that is culturally relevant. For one Liberian farmer named Hawa Kanneh, these include crops like okra, sweet potato greens and Fiwate (an herb that is similar to basil).<sup>26</sup> Gardens are SCLT's main focus, but growers also have the option to farm at multiple different scales, ranging from managing small plots to engaging in commercial farming on the 24-acre Urban Edge Farm. There are currently seven for-profit enterprises operating on SCLT farms, half of which offer full-time employment to their farmers. After showing commercial viability, farmers are able to move from one-year initial leases to five-year commitments, and some to 20-year leases. **SCLT expects farmers to use ecological practices, but not alone: the organization provides support through educational programs and farm apprenticeships.**

**In addition to offering opportunities for farmer education, SCLT stewards by working closely with interested gardeners and farmers to match land with their needs, vision, and business models.**

Farmers start off with a shared community gardening plot and as their needs change, can shift to farming on independent garden plots or larger sites at the 24-acre Urban Edge Farm. Community gardeners lease for a year and adhere to organic gardening practices. Most growers come from low-income neighborhoods and they grow food to feed themselves and earn a part-time income. Growers who bring their products to market from garden plots might garden on up to eight plots. These growers commit to stricter

# Providence

Rhode Island

36

acres

3

production farms

56

community gardens

3

growers collaboratives

7-8

farm operations with commercial leases

501(c)(3)

tax status

Table 2: Characteristics of Southside CLT



standards and receive additional support, such as training at farmers' markets and membership in SCLT's growers collaboratives, which pool produce for institutional buyers and other markets.

Many stewardship practices can be codified in a land agreement, other tools to ensure good stewardship include land management plans and stewardship evaluations. **Stewardship is also an explicit component of Madison Area CLT located in Madison, Wisconsin. Madison Area CLT routinely reviews stewardship practices in written site evaluations for Troy Gardens, one of its farm sites (see Appendix B for its most recent evaluation and master plan).** The organization involves community members in on-site conditions assessments, written evaluations, and charrettes in stewardship planning.

A photograph of a community garden with several raised wooden beds. The beds are filled with dark soil and many small, light-colored seedlings are planted in rows. In the background, there is a wooden picket fence and some tall grass. The entire image has a light orange overlay.

# COMMUNITY ENGAGEMENT

Case Study: Madison Area Community Land Trust



## Topics Addressed

- *Community engagement (outreach, programming, access to plots)*
- *Community interference (vegetable theft, etc.)*

The Madison Area Community Land Trust (MACLT) exemplifies how a grassroots community land trust is able to preserve urban land for a wide variety of uses. The 31-acre site was vacant and since has been transformed into affordable housing, gardens, and protected natural areas. In 1995, with the support of the Northside Planning Council, a coalition of 17 neighborhood organizations in the Northside community, locals, and nonprofit groups joined together to form the Troy Gardens Coalition and engaged in community organizing efforts to prevent the land from being sold to private developers. In 1998, the City of Madison approved the community's vision to develop mixed-use housing, open space, and agricultural plans for the site.

In 2001, MACLT obtained the title to Troy Gardens. In conjunction, a conservation nonprofit called the Urban Open Space Foundation placed a conservation easement on the land. Community Groundworks, a 501(c)(3), was formed to steward and maintain the Troy Gardens agricultural land, community gardens, and natural areas restoration projects.<sup>27</sup> Today, the mission of Community Groundworks is to engage people in caring for natural areas, to provide education on gardening, urban farming, and healthful lifestyles, and to promote community-building and stewardship of the land. A 5-acre Community Supported Agriculture (CSA) farm on the property is managed by Community GroundWorks staff members in designated roles.<sup>28</sup> In addition, MACLT provides over 300 community garden beds to a diverse array of land trust members and local residents, including many immigrants from Laos and Cambodia.<sup>29</sup>



**Figure 8:** Troy Gardens, Madison, WI. Photo: Center for Resilient Cities

## Vignette: “Building Enduring Communities”

MACLT demonstrates how the social missions of urban agriculture and community land trusts can align around community engagement. **Troy Gardens works within an extensive network of local partnerships to engage the community in urban agriculture.** When MACLT was forming, public engagement strategies included charrettes and meetings to involve all stakeholders in the design of the site and keep neighbors and gardeners up-to-date on developments.<sup>30</sup> The CLT still has a strong community organizing component and maintains active partnerships with local neighborhood organizations to develop programming on the land.

The following excerpt from “Troy Gardens, the Accidental Ecovillage” in the *Community Land Trust Reader* by Greg Rosenberg, the Executive Director of the MACLT, outlines his perspective on community engagement:

“To me, putting ‘community’ in CLT means continually asking the question of which community should be involved in every big (and sometimes little) decision that we make. **At Troy Gardens, it meant thinking very specifically about who the stakeholders were for any given issue and figuring out what was the best way to engage with**

**them to make a decision that we all could live with.** Sometimes it meant having coffee, sharing a few beers, holding community charrettes or email exchanges—whatever venue or form of communication might work best for the persons and issues involved. **This also led us to look for partners who could help facilitate community involvement, so we could involve local neighborhood residents more efficiently and effectively.** Above all, it meant being willing to take more time to do our projects so as to honor the

# Madison

Wisconsin

# 5

acres

# 1

production farm

# 200+

community gardens

# 3

growers collaboratives

# 1

farm stand

# 501(c)(3)

tax status

**Table 3:** Characteristics of Madison Area Community Land Trust



voices of our stakeholders.”<sup>31</sup>

Today, the nonprofit tenant Community Groundworks holds the lease on agricultural and conservation land at Troy Gardens and is responsible for stewardship and all programming. To achieve their vision for healthy communities, they involve the CLT members, the area residents, the customers, and local youth. Community Groundworks acts as a liaison between numerous nonprofits, schools, universities making use of the land. One can imagine how the following individuals would get involved in growing food at Troy Farms this summer:

- A preschooler sprouts seeds through Wisconsin’s Farm to Early Care and Education initiative, an elementary school student learns to make salad at summer camp, and a high schooler completes a summer internship at the Youth Grow Local Farm.
- A University of Wisconsin-Madison student earns course credit through hands-on learning, a farm apprentice learns the trade in a beginning farmer training program, and a local school teacher takes a professional development course on school gardening.



Figure 9: Urban Agriculture Kick Off Poster. Photo: Southside CLT (2018)

- Community garden plots are attended by an experienced gardener from Cambodia, a resident gardener who lives in one of the 30 units of affordable housing on the CLT, and a person with developmental disabilities who is part of an educational program.
- A CSA customer participates in a volunteer work day on the farm, a customer purchases Troy Gardens sprouts and herbs at a local grocery store, and a casual visitor to the on-site farmstand attends a fundraiser night to eat farm fresh vegetable pizza.<sup>32</sup>

Given that their lead farmers are on staff, Community Groundworks interfaces directly with farm share and farm stand customers, and the proceeds go back to the nonprofit. While this model differs from supporting independent farmer entrepreneurs, Troy Gardens provides examples of the vast array of community engagement strategies that could be supported on an urban farmland CLT with the assistance of a nonprofit organization. The permanently-held land in the CLT supports the needs of farmers-in-training, students of all ages, and local residents from different demographics.

**Southside Community Land Trust makes use of a variety of outreach strategies, including door-to-door canvassing, multi-lingual mailings, radio spots, and banners to promote farmers' markets and federal**

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**programs such as SNAP and senior benefits.**<sup>33</sup> SCLT also presents educational materials at partner sites, such as places of worship and other nonprofits.

Southside CLT faces routine challenges of vegetable theft and misuse of gardens at night. Beginning gardeners face an especially high rate of theft. Some solutions include building higher fences, installing more locks, and asking the gardeners to be physically present in the garden more often. Southside CLT relies on the presence of police to enforce rules but also recognizes that many neighborhoods with community gardens do not trust the police. **The organization is currently in conversations with police and city officials to find solutions to mitigate theft and misuse of gardens.**

NeighborSpace, an urban land trust in Chicago that preserves community gardens for neighborhood groups, has a conflict resolution plan that ends in mediation (see Appendix B).

Durham Community Land Trustees (DCLT) is a housing land trust that also oversees a community garden. The DCLT abides by these five pillars of community engagement: 1) Have first-hand knowledge of what is going on in target neighborhoods 2) Have community input in our revitalization efforts 3) Know the needs of the people 4) Know how to obtain resources for the community, and 5) Know how to develop the people as leaders and advocates for improvements in the overall quality of their lives.<sup>34</sup>







# LAND AGREEMENT

**Case Study: Community Land Trust in the Southern Berkshires**

## Topics Addressed

- *Balancing farmer independence and providing a web of support*
- *Promoting a triple bottom line of social, environmental, financial success*
- *Property taxes*
- *Length of lease terms and associated costs*
- *Recourse in case of a broken agreement*
- *Ownership of improvements*
- *Tailoring land agreements to needs of beginning, intermediate, advanced farmers*

The Community Land Trust in the Southern Berkshires (CLTSB) was founded in Great Barrington, Massachusetts in 1980 by Susan Witt, Bob Swann, and residents of the southern Berkshire region.<sup>35</sup> Bob Swann was one of the co-founders of New Communities, Inc. and a pioneer of the community land trust model. The mission of the organization was to acquire permanent ownership of land (often referred to as “fee simple”) and to lease it, with equity in improvements, to individuals and organizations that would put it to use for diverse community uses including housing, farming, small businesses, and civic projects.<sup>36</sup>

At its founding, CLTSB was incorporated as a nonprofit corporation chartered in Massachusetts, but not as a 501(c)(3) tax-exempt organization. This corporate structure was chosen to preserve the freedom of the

CLTSB to serve all residents of the region, and not only those designated by the federal government as a charitable class, which usually means low-income. In 2015, the board of the CLTSB incorporated and obtained 501(c)(3) status for a new organization, the Berkshire Community Land Trust, which has a number of charitable purposes including education, open space for recreation, affordable housing, and economic diversity. In 2018, the board of CLTSB filed for and obtained 501(c)(2) status for the original organization, which will now be a title-holding corporation for the tax-exempt parent organization, Berkshire Community Land Trust.

CLTSB currently owns three pieces of property, totaling 49 acres and 24 leaseholds. Twenty-two of these leases are to homeowners, one of them is to a nonprofit organization, and the last one is to the owners of Indian Line Farm, which is a 17-acre Community Supported Agriculture (CSA) farm in South Egremont.<sup>37</sup>

On each piece of property and each leasehold, regardless of the use, the CLTSB owns the fee simple to the land, while the leaseholders own all improvements on the land. Resale restrictions on these improvements are imposed using the terms of the lease, according to which the CLTSB also retains the first option to purchase the improvements. The price of this first option is determined through an appraisal

of the current cost of replacement, adjusted for deterioration.<sup>38</sup> Leases are also each individualized according to the qualities of the land itself, the board's vision for the use of the land, and the needs of the people leasing the land. "Shared equity" leases like this are relatively common among CLTs. One of the CLTSB's leases, however, stands out because of the way that it adjusts for the issues that are specifically relevant to farmers.

## *Vignette: "Interests in Land Must be Conveyed in Writing"*

In 1999, three parties sat down at a negotiating table to write a lease between the CLTSB and young farmers Al Thorp and Elizabeth Keen—a lease that would determine the future of Indian Line Farm<sup>39</sup> and also become a model for how CLTs can support agricultural ventures on their land.

Indian Line Farm had been farmed since the early 1980s by Robyn Van En, who had pioneered the Community Supported Agriculture model there. In January 1997 Robyn had died suddenly of an asthma attack, and the property passed to her 18-year-old son, who was not prepared to take over the farm, and needed to sell. Faced with the prospect of the beloved CSA farm being sold off to developers or second-home-owners, an innovative solution was proposed: what if the CLTSB bought the land?

At the table, Susan Witt represented the interests of the CLTSB, which was poised to purchase the "fee simple" (the land itself) of Indian Line Farm. The CLTSB is a nonprofit, locally-based community land trust with an open membership and an elected board, and so Susan Witt, on behalf of the CLTSB, was also representing the interests of the residents of the surrounding Southern Berkshire community. As a resident, Susan was familiar



**Figure 10:** Indian Line Farm, Great Barrington, MA. Photo: Linda Campos.



with real estate dynamics in the area, where second-homeowners were rapidly buying up houses and farms, driving prices up and out of reach for many year-round residents.

Al Thorp and Elizabeth Keen, who had been farming the property for two seasons on short-term leases, following Robyn Van En's unexpected death, were also present for the negotiations.<sup>40</sup> Though they were just starting out, they could afford to buy the improvements on the land, and pay a modest lease fee each month to the CLTSB for the use of the land. They prepared to take out a mortgage on the farm buildings, the house, and all other improvements from a local bank that had learned how to work with homeowners on CLT-owned land through previous interactions with the CLTSB.

Frank Lowenstein, regional director of the Nature Conservancy at the time, joined to represent his organization's interests in the property: the health of the surrounding wetlands, including the preservation of rare species, maintenance of water quality, and control of invasive species.<sup>41</sup> The Nature Conservancy had partnered with the CLTSB to fundraise for the purchase price of the farm and the cost of a conservation easement on the unimproved acreage.

These three parties all worked for many months to get to this table. Everyone involved in this process understood the big vision: to ensure that Indian Line Farm would forever

remain a farm, productively growing food for local eaters, with equity, security, and affordability for the farmers. It was now time to hash out details and codify them in a lease agreement.

How could the residents of the surrounding community make sure that the farm would remain productive? How could the Nature Conservancy protect the surrounding wetlands from agricultural runoff and potential over-fertilization from manure? How could the farmers build equity in the improvements even though they would not own the land underneath their house and business? How could the farmers protect their autonomy to run their business, while also meeting the expectations of the community that had invested in the project through the CLTSB and the Nature Conservancy?

To preserve Al and Elizabeth's freedom to run their business, **the kind of crops and animals to be raised were not specified in the lease.** To meet the Nature Conservancy's concern with the potential environmental impact of the farm on the surrounding wetlands, **the lease required that the farmers abide by NOFA's 1997 organic standards and that they not have more than "eight animal units" (8,000 total pounds of livestock live weight) on the farm at any one time.**

As a matter of fairness and in order to encourage them to maintain and improve the farm, **Al and Elizabeth would own their**

**business, the buildings, and all of the improvements that they made to the land, including the house, barn, perennial stock, and the value of any soil improvements they made through organic farming.** If they ever needed to leave Indian Line Farm their lease allowed them to realize this equity, valued at “current cost of replacement, adjusted for deterioration.” If they chose to stay, their 99-year lease would be inheritable, with an option to renew on mutually agreeable terms.

To meet the CLTSB’s concerns that the Indian Line Farm remains a productive asset for the surrounding community, **the lease required that the farm be owner-occupied and that the farmers show a minimum of \$3,500.00 in gross annual sales from farm products raised or processed on the premises.**<sup>42</sup>

In addition, the lease made allowances for occasional leaves of absence, in case the farmers wanted to take a year off or needed to attend to personal matters.

*“We realized this was a 99-year document, so we wanted to make sure we didn’t forget anything.”*  
*- Al Thorp, farmer on Indian Line Farm, 2015.*<sup>43</sup>

Economic considerations informed the whole arrangement. The CLTSB took the land value

(\$100,000) off the market forever. The Nature Conservancy contributed \$50,000 of that total by purchasing a conservation easement. The farmers purchased the improvements (\$50,000) at a price they could afford.

After this initial investment by all three parties, the farmers now only pay \$75 per month for their ground rent, plus small membership and education fees to the CLTSB, and property taxes to the town. The town’s assessors have learned to value the property in a way that accounts for the considerable encumbrance represented by the 99-year, resale-restricted lease. As a result, the property tax bills are lower than they would be on a comparable property not owned by the CLTSB.

<b>Great Barrington</b>
Massachusetts
<b>17</b>
acres
<b>1</b>
production farm
<b>501(c)(3)</b>
tax status
<b>501(c)(2)</b>
subsidiary

**Table 3:** Characteristics of Community Land Trust in the Southern Berkshires



This arrangement allowed two young farmers to start farming without being burdened with the enormous cost of the land and additionally guaranteed them long-term security and limited equity in improvements. The community is assured that the land will remain both a productive agricultural asset and affordable in perpetuity. **An arbitration clause was included in the documents in case of differences of opinion, but it has never been activated.** The Indian Line Farm lease has now stood the test of nearly 20 years. Al and Elizabeth have paid off their mortgage, and Indian Line Farm is thriving. The farmers were able to take a year off in 2016, and are now back to growing with renewed dedication.<sup>44</sup>

**The agreement was formalized in the following legally enforceable documents: a ground lease, an addendum to the lease, a land management plan, and a conservation easement** (see Appendix, part A for relevant excerpts). These documents have now served as a model for at least two other farms, Peacework CSA near Rochester, NY, and Caretaker Farm in Williamstown, MA, where the same principle was followed: a community organization purchased the land and leased it to the farmers with equity in improvements, long-term security, and at an affordable rate, but also with some requirements and restrictions built in.<sup>45,46</sup>

Equity Trust, an organization based in

Amherst, MA, and founded by early CLT advocate Chuck Matthei, has a model ground lease that resembles the Indian Line Farm lease in many respects, including in its length and resale restrictions. It includes minimum production requirements, stipulates owner-occupancy, and protects the leaseholders’ privacy. One element that sets this lease apart from the Indian Line Farm agreement is the first section, titled “Recitals.” This section expressly states that **the nonprofit owner of the land is leasing to the farmer “in furtherance of Lessor’s charitable purposes”** and that “the Lessee shares the purposes and goals of the Lessor and has agreed to enter into this Lease not only to obtain those benefits to which Lessee is entitled under this Lease, but also to further the charitable purposes of the Lessor with regard to the Leased Premises.”<sup>47</sup>

**Table 5:** Lease Considerations from Other Case Studies

NeighborSpace
<ul style="list-style-type: none"> <li>• Nonprofit urban land trust with community gardens, nonprofit lessees.</li> <li>• Established 1996, 100+ properties.</li> <li>• Tenant responsible for snow, weed, trash removal, general maintenance.</li> <li>• NeighborSpace handles property taxes, water, insurance for gardeners and volunteers.</li> <li>• NeighborSpace offers support networks, technical assistance, small grants, local partnerships to ensure community management and control.<sup>49</sup></li> </ul>

<b><i>Southside Community Land Trust</i></b>	<b><i>Dudley Neighbors, Inc.</i></b>
<ul style="list-style-type: none"> <li>• Different lease terms (length &amp; amount of support) for farmers at different “stages,” 1 year to start, 5 years for more advanced farmers.</li> <li>• \$25/month for garden plot</li> <li>• Farmers are responsible for weed management and keeping farm tidy</li> <li>• Agricultural &amp; educational purposes only</li> <li>• “Recitals” to reinforce mission-alignment</li> <li>• Requirements to sell produce of farm</li> <li>• Farmer required to indemnify SCLT &amp; carry insurance</li> <li>• Chemical use prohibited by farmer</li> <li>• Cover cropping, crop rotation, soil testing is required by farmer</li> </ul>	<ul style="list-style-type: none"> <li>• 99-year lease to the Food Project, Inc.</li> <li>• \$600 for year</li> <li>• Agricultural and educational purposes, only</li> <li>• The Food Project owns all improvements</li> <li>• The Food Project, Inc. pays utilities, maintenance, repairs</li> <li>• No material alterations to property without lessor’s consent.</li> <li>• DNI files taxes, property is property-tax exempt</li> </ul>
<b><i>Madison Area Community Land Trust</i></b>	<b><i>Anchorage Community Land Trust</i></b>
<ul style="list-style-type: none"> <li>• 15 year lease agreement with Community GroundWorks 501(c)(3)</li> <li>• \$75/month for the entire property, which includes a 5 acre community supported agriculture (CSA) farm</li> <li>• No material alterations to property without lessor’s prior written consent</li> <li>• Lessee responsible for all maintenance</li> <li>• Lessee responsible to have casualty and liability insurance</li> <li>• Lessee is designated as the owner of any improvements made that are listed in an appendix to the lease</li> <li>• A conservation easement on the property prevents all for-profit use on the land except for a CSA farm</li> <li>• MACLT pays taxes</li> </ul>	<ul style="list-style-type: none"> <li>• Length of lease depends on the type of business, and their business model. Most tenants do not sign a lease longer than seven years</li> <li>• Below-market-rate rents</li> <li>• Leases resemble typical commercial leases in length and ownership of improvements</li> <li>• No special requirements built into leases</li> <li>• ACLT pays property taxes on some properties but is exempt on others</li> </ul>

**Southside Community Land Trust uses similar, though simpler, language in the recitals section that reinforces the alignment between the organization's tax-exempt purposes and the use of the land for commercial farming.** See Appendix A for these examples.<sup>48</sup>

At Southside CLT, commercial tenants have considerable autonomy when it comes to the operation of their farm businesses. **According to the observations of Operations Director Rob Booz, growers put more care into their plots and equipment when they feel a higher degree of ownership and control.** For example, Southside has found that farmers who spread their own soil feel more attached to their plots than do those who work on prepared sites. SCLT is currently revisiting their ground leases for both commercial farmers and gardeners to better understand what new responsibilities they might shoulder and what control SCLT might cede in order to encourage more farmer independence.

In Madison, the land use mechanism is unique in that it involves partnerships between a number of organizations. MACLT has granted Community GroundWorks a 15-year ground lease for the open space and agricultural uses of the Troy Gardens land. MACLT is responsible for maintenance and owns all designated improvements on the land. In addition, the Urban Open Space Foundation holds a permanent conservation easement that restricts usage of the farmland

and gardening areas to agricultural and educational purposes. The lease also restricts use of the property to nonprofit, philanthropic, and educational programs, but makes an exception for a for-profit CSA farm.

The leases to homeowners at DNI resemble the ground leases common to many CLTs. Homeowners are responsible for everything from financing the purchase to keeping the yard clean. The homeowners' degree of autonomy is notable: DNI usually only steps in if a homeowner has trouble paying lease fees, or if they want to make improvements or sell the house. DNI's lease with The Food Project is similar in most respects to its leases with homeowners. The lease for the Langdon Street property, for example, differs meaningfully from homeowner leases only in duration: the farm is on a renewable 5-year lease instead of a 99-year lease. Excerpts from relevant leases are available in Appendix A.

The background image is a faded, light blue-toned photograph of an urban garden. In the foreground, there's a raised garden bed with various plants. A black plastic mulch cover is visible. In the middle ground, a water feature with multiple jets of water spraying upwards is the central focus. Behind it, there's a wooden fence and a multi-story brick building with several windows. The overall scene suggests a community garden or a green space in an urban environment.

# GOVERNANCE

Case Study: Dudley Neighbors, Inc.

## Topics Addressed

- *Division of responsibilities: community engagement, farmer selection*
- *Community interference and conflict resolution plans*
- *Board representation and education*
- *Open memberships*

Dudley Neighbors, Inc. (DNI) is part of a history of successful organizing and planning for community control of land in Boston's Dudley Triangle. In the 1980s, residents of the Dudley neighborhood banded together to address the numerous problems caused by disinvestment in the mid-twentieth century. Some 1,300 parcels had been abandoned, many after arson-for-profit schemes had sent homes and businesses up in flames. Illegal dumping of garbage was also rampant.

The Riley Foundation worked with a group of representatives from local organizations in late 1984 and together they formed the Dudley Street Neighborhood Initiative (DSNI). DSNI's purpose is to gain democratic community control over the development and maintenance of the neighborhood. The comprehensive plan DSNI developed in 1988 put residents in charge of development, and its adoption by the City of Boston secured a path forward for the vision. That same year, through unique legislation, the group was granted the power of eminent domain in order to take ownership of the abandoned properties in the Triangle, and Dudley

Neighbors, Inc. was the CLT established to hold that land. Its success has made it a nationally recognized example of the power of community land trusts.

Dudley Neighbors, Inc. now controls more than 30 acres of formerly vacant land. Instead of charred structures and overgrown lots, 226 affordable homes sit on those properties, along with other amenities such as playgrounds and community gardens. Since 2015, DNI has partnered with The Food Project to create a 10,000 square foot greenhouse and two urban farms—1.4 acres on West Cottage Street and 0.6 acres on Langdon Street. Over many years, **DNI has developed a participatory process for determining community goals for the land that they own, and the terms of use that should govern that land.** The relationship between DSNI and DNI, which has formalized community control and accountability between a nonprofit and a community land trust, is also instructive because there are strong mechanisms for accountability between the organizations.

## *Vignette: “Sowing the Seeds of Democracy”*

No matter the circumstance or context, a community land trust is designed to offer community control over land. Ownership is often the first consideration, but there are



broader questions beyond who holds the title. Who decides what to do with the land, and how do those decisions get made? Community land trusts often adhere to a tripartite governance structure that provides equal representation to three groups: leaseholders, community members, and professionals with relevant expertise and/or representatives or the public interest. In this way, CLTs ensure that various stakeholders can not only provide input but actually make decisions about the way the land is governed. DNI has modified this structure to meet its own community’s needs.

During its development, DSNI laid the groundwork for how the community land trust would remain accountable to its own participatory planning processes.

**The principal way was to set up a board that was mostly controlled by DSNI.** The majority of the 11 board seats (six in total) are appointed directly by DSNI. Generally, a CLT’s membership nominates and elects board members. However, DNI has a membership of only one member: DSNI. In this case, DSNI’s board—an elected body with set quotas to represent the demographic composition of the neighborhood—appoints DNI’s board members. To ensure broader community accountability, one seat on DNI’s board is appointed by the Roxbury Neighborhood Council.

The fact that DSNI had been entrusted with the power of eminent domain necessitated

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an extra layer of accountability. To responsibly wield this extraordinary power, the organization needed to ensure that state and local officials were involved in the decision-making process. One seat on the governing board of directors is reserved for an appointee from the City of Boston Mayor’s office. Another seat is held for an appointee of the local city councilor. DNI also reserves two seats for appointees by state officials, namely the district’s Senator and Representative, or their delegates.



**Table 6:** Characteristics of Dudley Neighbors, Inc.

**There are some official criteria for who DSNi can choose as appointees.** According to the organization's bylaws, one appointee should be a leaseholder, one from a local nonprofit, and one from a local business.<sup>50</sup> Board member responsibilities are broadly defined by DNI and required to align with the organization's values, vision, and mission. For example, in the spirit of alignment around shared values of democratic representation, DSNi appointed The Food Project's Greater Boston Regional Director to DNI's board as a representative of the agricultural concerns on the land trust.

#### **DNI Board Member Responsibilities**

- Participate in regular Board of Directors meetings, special meetings of the Board, DNI Leaseholder events & special events
- Develop, safeguard, and advance DNI's values, vision, and mission
- Exercise legal and fiduciary responsibility
- Be a loyal advocate of the organization's interests
- Develop policies under the community's guidance
- Serve as DNI's ambassador in the community and beyond to help promote the community land trust model
- Avoid conflict of interest
- Communicate with and address needs of DNI leaseholders

**Berkshires has a membership open to any resident of the Southern Berkshire area.** Membership dues are designed to be affordable at ten dollars. The board of directors has three parts. One third are leaseholders, elected by the other leaseholders. Another third are community members, elected by the general membership to represent the wider interests of Southern Berkshire residents. The last third are local professionals appointed by the first two-thirds of the board for the skills that they bring to the operation of the CLT.

**For its board of directors, the Anchorage Community Land Trust looks for three different types of people.** First, a well-connected person who will be a champion of the organization and its mission. Second, professionals with relevant experience such as bankers, developers, and planners. Third, community members, especially business owners. However, there are no formal quotas for people from each of these categories. There are also emeritus board members and community members who serve the board in advisory capacities.

#### **The Community Land Trust in the Southern**

<b><i>Community Land Trust in the Southern Berkshires</i></b>	<b><i>Southside Community Land Trust</i></b>
<p>The CLTSB is governed by a tripartite volunteer Board of Trustees comprised of nine residents of Southern Berkshire County, divided into the following classes:<sup>51</sup></p> <ul style="list-style-type: none"> <li>• Three Leasing Member Representatives elected by other leaseholders</li> <li>• Three Non-Leasing Member Representatives elected by the general membership</li> <li>• Three Professional Community Representatives appointed by the general membership for their expertise (e.g. attorneys, accountants, architects, real estate agents, land-use planners, etc.)</li> </ul>	<p>At SCLT, the board operates at a remove from the daily operations. Since the organization oversees nearly all aspects of gardening and farming, many decisions are made by staff. The board is more involved with steering and supervisory tasks.</p> <p>SCLT's commercial leaseholders do not have board representatives. The board is currently composed of financial advisors, food/environment experts, and at least two government officials.</p>
<b><i>Durham Community Land Trustees</i></b>	<b><i>Anchorage Community Land Trust</i></b>
<p>The Durham CLT focuses on housing and oversees the Burch Avenue community garden. The CLT is governed by a tripartite model of 1/3 land trust residents, 1/3 community representatives, and 1/3 public representatives.<sup>52</sup></p> <ul style="list-style-type: none"> <li>• Durham CLT aims to have some public representatives come with financial, construction backgrounds.</li> </ul>	<p>There are no official quotas for the board composition, but Anchorage loosely adheres to a tripartite model.</p> <p>The CLT also has an informal advisory board of community members and former board members.</p>

**Table 7:** Governance Considerations from Other Case Studies

<i>Sawmill Community Land Trust</i>	<i>NeighborSpace</i>
<p>Sawmill CLT is a 501(c)(3) nonprofit membership organization. There are 93 individual homes, 250 apartments, 2 community gardens with 42 raised beds and an orchard in the land trust.<sup>53</sup></p> <ul style="list-style-type: none"> <li>• Garden beds leased by residents</li> <li>• Tripartite board consists of leaseholders, community partners, and community members at large. They try to include bankers and attorneys on their board. Meet 1x month. Subcommittee for urban agriculture (3 board members, 3 community garden experts).</li> </ul>	<p>NeighborSpace is a nonprofit urban land trust that stewards community gardens for local organizations. Board consists of 13 voting members, one non-voting member.</p> <ul style="list-style-type: none"> <li>• 7 are government directors from City of Chicago, 6 non-governmental, 1 non-voter is a community garden leader</li> <li>• Meet 4-5x year</li> <li>• Appointed, not elected</li> <li>• Bring a range of skills (legal and financial expertise; experience with related organizations).<sup>54</sup></li> </ul>



# CLTS AND COMMERCE

Case Study: Anchorage Community Land Trust



## Topics Addressed

- *Building farm businesses that succeed in three dimensions: socially, ecologically, financially*
- *Providing a web of support for farmers with differing levels of expertise*
- *Tax exemption*
- *Choosing farmers*
- *Rental costs, cost of using land*
- *Innovations in the CLT movement*

Anchorage Community Land Trust (ACLT) was founded in 2003 to promote the revitalization of Mountain View, a neighborhood of Anchorage, Alaska that had experienced deterioration ever since the oil boom ended in the 1970s. Because the Cook Inlet Housing Authority was already established as a builder and provider of affordable housing, ACLT was founded to breathe new life into Mountain View's commercial corridor. Unlike many CLTs, ACLT often acts as a nonprofit developer on the properties it purchases, demolishing, remediating, and rebuilding before it leases or sells to commercial tenants.

Although ACLT started by focusing on real estate development, it has turned its attention in recent years to programmatic support for local entrepreneurs, including microlending. ACLT recently formed an incubator program called Set Up Shop<sup>55</sup> to provide education and technical assistance to entrepreneurs from the community, who may go on to become leaseholders on their property.

## Vignette: “Building Up Entrepreneurs and Small Businesses Within Our Neighborhood”

Community land trusts are most commonly known for their role as protectors and providers of affordable housing in the United States. Many are 501(c)(3)s. Often, their stated tax-exempt purposes are to provide relief to the poor, distressed, or underprivileged, or to reduce community deterioration. But what happens when a CLT includes support for commercial activities in its mission? How does that affect its choice of corporate structure, its tax position, and its lease agreements?

**ACLT is perhaps the only CLT in the nation that focuses exclusively on acquiring commercial properties to support economic development and local entrepreneurs.**

The Anchorage CLT can, therefore, serve as a case study on the potential for CLTs to support business enterprises such as commercial farms. ACLT currently holds five properties in the low-income Mountain View neighborhood. What started as “a real estate company” has expanded its mission in recent years, says economic development manager Stuart Bannan. **Bannan explains that “our theory of change includes building up entrepreneurs and small businesses within our neighborhood.”<sup>56</sup>**

The organization only leases to organizations and businesses that have a “mission fit” for ACLT, including artist studios, an office complex that houses nonprofit tenants, and an urgent care clinic. They also lease to for-profit enterprises, such as a German restaurant owned by a native Hawaiian. This business fits the ACLT’s mission because it is minority-owned and it is a significant draw to the neighborhood, which generates additional positive economic activity.<sup>57</sup>

This active role as real estate developer and business incubator is a departure from the role that many CLTs take, which is more often that of a landowner and manager of long-term leases. Bannan jokingly describes the ACLT as “not a good land trust,” because they have never employed the kind of long-term leases for which CLTs are known. Instead, lease lengths depend on the nature of the business. A more mature and stable business can sign a

longer lease, while a younger, more tenuous business might only sign a short-term lease. Most tenants do not sign a lease longer than seven years.

In another departure from other CLTs, the leases employed by ACLT do not separate ownership of the land from ownership of the buildings and other improvements on the land. According to Bannan, this choice is informed by the particular context of Alaska, where the cost of land is rarely prohibitive, and buildings are usually much more valuable than the land on which they stand. Because of this, it makes more sense for ACLT to own both land and buildings. The commercial leaseholders, which include nonprofit organizations, artists, and restaurant owners, benefit from below-market lease fees and other favorable terms.

The recent recession in Alaska’s economy



**Figure 11:** Eva’s Cupcakery, leaseholder and loan recipient. Photo: Anchorage CLT

has led ACLT to focus on business incubation rather than developing more real estate. ACLT’s newly formed Set Up Shop Program focuses on providing startup capital, training, and technical assistance to community members, especially people of color, veterans, and low-income people who have limited access to traditional lending sources. Their vision is to enable community members to open up businesses that contribute towards the revitalization of the Mountain View neighborhood. This program includes culturally appropriate, comprehensive training

for new or growing entrepreneurs, access to lending resources and appropriate-scale capital, and low-cost or pro bono technical assistance and consulting.<sup>58</sup>

Another distinguishing aspect of the ACLT is its corporate structure, which went through a reorganization in spring of 2018. **Besides ACLT, there are now three subsidiaries: two 501(c)(2) title-holding corporations and one limited liability corporation.** All three are fully controlled by the overarching 501(c)(3).

The IRS requires that 501(c)(3) organizations be organized and operated exclusively for tax-exempt purposes. Because it is not always clear whether renting out property counts as a tax-exempt purpose, ACLT created these two 501(c)(2) subsidiaries to do the leasing for them. Bannan explained that 501(c)(2)s are “really just property ownership and management shells” that insulate the 501(c)(3) from the danger of “unrelated income.” Bannan described this as the “safest route” for ACLT to maintain its 501(c)(3) status without diminishing its ability to collect rent from its tenants.<sup>59</sup> Due to the IRS’s passivity requirement, the 501(c)(2)s do not conduct any real estate development activities. They are also tax-exempt because, by law, any revenue that exceeds their annual operating expenses is sent up to the parent 501(c)(3) to support their tax-exempt purposes.

ACLT created the LLC to hold properties that

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**Table 8:** Characteristics of Anchorage Community Land Trust

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are in development, with no tenants, such as the future farm site. By incorporating an LLC for this purpose, ACLT is following the example of many real estate developers, who often use LLCs to insulate their overall business from the risks and liabilities that arise from each specific property that they are developing.

The use of 501(c)(2) subsidiaries helps to secure ACLT's tax-exempt status with the IRS, which is predicated on its work to fight community deterioration and to "promote educational, social and cultural opportunities for the citizens of Alaska."<sup>60</sup> On the local level, however, Bannan reported that different property uses result in different property tax bills. **In sum, ACLT does not pay property taxes on the properties where the tenants have artistic or other charitable purposes. But it does pay property taxes on the properties with more commercial tenants, such as the restaurant.**







## TOOLS & RECOMMENDATIONS

The Urban Farming Institute Community Land Trust has many of the elements in place that it needs in order to be successful. The organization has already incorporated with the Commonwealth of Massachusetts and is preparing to submit an application to the IRS for tax-exempt status as a 501(c)(3). As of January 2018, the board has committed to a schedule of meetings and a work plan for the year.<sup>61</sup> The plan includes a number of concerns outside of the scope of this report—such as budgeting and fundraising—but also sets goals related to the themes we have investigated in this report. UFI CLT’s objectives in 2018 include writing plans for land management and stewardship, drafting a land agreement, and mapping out and documenting community engagement strategies. The organization has already established strong partnerships with UFI and the Greater Boston Community Land Trust Network, which will also help them achieve their goals. After synthesizing our learning from UFI CLT stakeholders and case study research, we have created tools that we hope will be useful to the further development of the organization. The four tools are the following:

- Stewardship Compass
- Land Agreement Considerations
- Governance Considerations
- Farmer Profiles

## *Stewardship Compass*

Since the model’s birth, community land trusts have been tied to the concept of stewardship. In the context of affordable housing, stewardship is often defined as building “assets for the primary benefit of individuals who [are] socially and economically disadvantaged.”<sup>62</sup> In the context of urban farming, we base our definition of stewardship on John E. Davis’ idea that the CLT has an “affirmative obligation” to care for the physical, social, and financial elements of the land it stewards. Southside Community Land Trust defined these elements as the land, neighbors, farmers, and the CLT itself.

Stewardship must be integrated into tools and practices that are infused by the principles of fairness, inclusivity, and balancing responsibilities. UFI CLT can use the “Stewardship Compass” to visualize and assess stakeholders’ interests as it develops plans and protocols. Farm site neighbors, for example, might expect urban farms to be gathering spaces in the summer. For farmers, the summer is the prime growing season, so they may need clear and strong boundaries with neighbors during these months. In this case, the social needs of the neighbors may contradict the operational and financial needs of the farmers. The role of the CLT would be to facilitate conversations between parties, and to document and carry out a plan that balances stakeholder interests through the lenses of fairness and inclusivity.



**Figure 12:** Stewardship Compass, or considerations in determining good stewardship practices. Graphic created by team.

# Land Agreement

## Considerations

Community land trusts pull apart the “bundle of property rights,” in land reserving some for the community land trust and others for the individual users of the land. By doing this, the CLT is tackling a culturally fraught topic. “To challenge private property,” writes legal scholar Eric T. Freyfogle, “is to challenge a central element of what America is all about.”<sup>63</sup>

So how do CLTs rethink property rights? The use of the “ground lease” is one of the most defining features of CLTs. The ground lease is distinctive because it separates ownership of the land from ownership of the improvements on the land.<sup>64</sup> Although this tool is sometimes thought of as rigid, our research has revealed that, in practice, CLTs often employ leases in creative ways, making innovative modifications depending on their goals, leaseholders’ needs, or the particular qualities of the land they are leasing.

Because each farm site and farmer is different, it is difficult to recommend just one model for a land agreement or lease. **When a group of people aspires to create an organization that will foster community control of land, negotiation is inevitable.** Drawing on our research, we offer elements that we think are important to include or questions to consider when creating that agreement. Here, again,

**fairness** and **balance of responsibilities**

come into play, not in a prescriptive way, but as principles to hold up as agreements are negotiated for the use of UFI CLT land.

As it turns out, the questions that UFI CLT is asking itself are not unique. Anchorage Community Land Trust is also currently developing an urban farm site, and the issues they are dealing with (rental rates, responsibility for sustainable farm practices, risk management, and ownership of improvements,)<sup>65</sup> are all very familiar to the UFI CLT context.

Below are the elements that we recommend considering when creating an agreement with a farmer to use UFI CLT land. Some of the recommendations are based on what we learned from case studies, some are based on what we heard from UFI CLT stakeholders. There are still many questions that UFI CLT will need to answer. Some of these questions will require further research, but others will simply require a decision-making process with the board and stakeholders.

Excerpts from other organization’s leases that provide insight to these questions can be found in Appendix A.



## A. RECITALS

- ☐ A statement that reinforces the fact that the farmer, by farming this piece of property, will be helping UFI CLT to fulfill its tax-exempt purposes.

## B. TERMS OF THE LEASE AND OBLIGATION OF SUCCESSOR PARTIES

- ☐ Length of tenure based on the level of the farmer's experience, details of the farmer's business plan, and CLT's own considerations. *See Farmer Profiles.*
- ☐ For a farmer that has been through the UFI training and has a business plan, lease length should be no shorter than three years.
- ☐ Will the conditions of this lease be binding upon any successors of either the Lessor or the Lessee?

## C. PURPOSE AND UTILIZATION OF THE LEASEHOLD

- ☐ What activities will be allowed on this leasehold? What activities are not allowed?
- ☐ To what written standards of farming will the farmer be held? For ease of management and enforcement, this should be a static set of standards, not something that will change with time.
- ☐ Should the standards change depending on the experience level or situation of the farmer who is entering the lease?
- ☐ Farmers will be responsible for routine maintenance. The CLT will assume responsibility for non-routine maintenance. How are the costs of maintenance shared or does the CLT or the farmer bear the costs? These should all be spelled out in detail in the agreement. *See Farmer Profiles.*
- ☐ Farmers will use the property in a socially responsible manner, causing no harm and creating no nuisances to neighbors.
- ☐ Farmers will comply with the laws of the city of Boston and Commonwealth of Massachusetts.

## D. LEASE FEE ASSESSMENT

- ☐ How much is the land use fee that the lessee will pay? Is this the fair market value of the use, taking into account all encumbrances, or is it below-market value?
- ☐ Does charging below-market rent have any repercussions for UFI CLT's tax exempt status? *See areas for further inquiry.*
- ☐ Will the CLT charge the lessee any "management fee" to cover liability insurance or any mandatory municipal fees?
- ☐ Are there any additional fees the CLT would like to assess to fund its own operations?



- ☐ Will the farmer pay any property taxes assessed on the improvements and/or on the land itself? *See areas for further inquiry.*
- ☐ In the case of long-term leases, can fees be periodically reassessed, and if so, how?
- ☐ Who will pay any insurance policy required by a lender?

#### E. IMPROVEMENTS: OWNERSHIP, TRANSFER, ENCUMBRANCES

- ☐ Which improvements has UFI CLT provided at the beginning of the lease, and is it retaining ownership of those improvements or selling them to the leaseholder?
- ☐ Who assumes responsibility for the cost of any improvements made in the future?
- ☐ Farmer will inform the CLT of plans to undertake any major construction or improvement.
- ☐ What improvements does the farmer have the right to sever and remove?
- ☐ Does the CLT retain the first option to purchase all improvements at their local replacement cost, adjusted for deterioration? In other words, what process will govern the transfer of any improvements owned by the lessee?

#### F. INSPECTION

- ☐ What rights does the CLT retain to inspect the property?
- ☐ Who is responsible for conducting evaluations and who is responsible for taking action based on their results?

#### G. LIABILITY AND RESPONSIBILITIES

- ☐ Who assumes the risk related to accidents, injuries, and other mishaps?
- ☐ What kinds of hold harmless agreements does the CLT need from the farmer?
- ☐ Who pays utilities?
- ☐ What is the process for dealing with any theft, damages, waste or trespass that occurs?

#### H. TERMINATION / CONTINUATION / RECOURSE / ARBITRATION

- ☐ Is there an established process for addressing noncompliance with the agreement, or any other conflicts that may occur?
- ☐ What is the review process and what are the consequences for noncompliance?
- ☐ Under what terms may the lease be ended?
- ☐ Under what terms may the lease be renewed or continued?

#### I. ATTACHMENTS / ADDENDUMS

- ☐ What other documents govern the use of this land?

- ☐ Land use protocols
- ☐ Non-routine and routine maintenance definitions and agreement
- ☐ Equipment use and rental agreement

## *Governance Considerations*

UFI CLT will need to satisfy many stakeholders. Their needs will be defined through community engagement and expressed in stewardship principles and legal agreements. Democratic, participatory governance strengthens organizations in two ways: it allows more flexibility and it builds collective power. In addition, engagement of leaseholders, neighbors, experts, and other members of the public helps a CLT customize its work to local conditions and priorities. For these reasons, governance has historically been a core concern for community land trusts. With a broad base of stakeholders informing the process, CLTs build power by being inclusive and accounting for the needs of a diverse group. If many different types of people perceive a fair way to meet their needs through the CLT, the organization will be stronger—both in numbers and commitment to the organization. It builds trust, and that trust leads to action.

Already, UFI CLT has many of the requisite pieces in place for successful governance. The organization's bylaws address the number of board seats, types of membership classes, board terms and roles, and other questions raised below. The checklist that follows is an invitation for UFI CLT to think more deeply about how these definitions play out in practice, especially how they align with the principles of fairness, inclusion, and balanced responsibility that stakeholders raised in our research. It will also be of interest to other organizations just beginning their governance planning.

### BOARD STRUCTURE

- ☐ How closely should the tripartite model be followed? What constituencies need representation and in what proportion?
  - ☐ Should seats be designated for specific representatives, such as elected officials or select partners?
  - ☐ Are there professions, life experiences, demographics, skills, or other considerations as to who makes a good representative?
- ☐ Which members should have decision-making powers and which members, if any, should not have a vote?
  - ☐ Should there be multiple membership classes?

- ☐ Should members have an equal proportion of votes or should some classes have weighted votes?
- ☐ What are the requirements, by membership class, to be appointed or elected to the board?
- ☐ How is decision-making delegated to board members? Are there committees?
  - ☐ Can any type of member serve on any committee or are there restrictions?

## BOARD PROCESS

- ☐ How frequently should board seats turn over? What is the process for replacing members?
- ☐ How frequently should the board meet?
  - ☐ Will board meetings be open or closed to constituents or the public?
  - ☐ What should the board's disclosure requirements be?
- ☐ How will board members continue to learn about UFI CLT and CLTs more generally?
- ☐ Who should be responsible for evaluating the CLT's performance, the board or staff? Should input from other constituents be considered?

## DIVISION AND RESPONSIBILITY

- ☐ What does the UFI CLT board have the power to decide? (e.g. hiring, performance reviews, entering contracts, term limits, working groups or committees, member classes, voting procedures)
  - ☐ Should an advisory board be convened? How would its roles be distinct from the governing board?
- ☐ How is labor divided between UFI and UFI CLT? Who is responsible for determining this?
  - ☐ Could UFI itself be a leaseholder from UFI CLT?
  - ☐ To what degree does UFI provide support for farmers on UFI CLT land? Does the support extend beyond training to goods, services, and/or financing?
    - ☐ How much does UFI or UFI CLT step in when farmers face hardships? Who decides what supports to offer, and how to evaluate whether a farmer is facing hardship?
    - ☐ How do the organizations distinguish themselves in terms of the supports they offer? For example, who maintains the land when a farmer is unavailable?
  - ☐ Which community/communities will the farm sites serve? Should there be criteria relating to affordability, local demand for culturally relevant products, or other

- constraints on farmers' operations based on examined local needs?
- Who is responsible for partnerships and neighborhood engagement?
    - In situations of conflict, such as community interference, how is the responsibility for addressing the conflict delegated?
  - Which organization takes the lead in representing urban agriculture initiatives in terms of fundraising, advocacy, and maintaining relationships?
  - How closely linked is UFI CLT's governance to UFI's needs? Should UFI appoint members to the board? How many?
    - How engaged should UFI be in training and educating UFI CLT staff and board?
  - How are farmers chosen? Who is responsible for making the choice, and what criteria inform the selection?

## Farmer Profiles

*Consider this scenario: Hermione has graduated from UFI farmer training. She works over the winter with UFI staff to develop a business plan for the coming growing season. She wants to start small, to continue to gain farming experience and minimize risk as she hones her craft. In this initial stage of her business, she signs a one year lease with UFI CLT. After a successful growing season, she has learned a lot and proven her business model. She spends the next winter developing her own plan for the next season and is ready to take on more land. She discusses her business plan with UFI CLT and signs a 5-year lease. During this second winter, she also asks for guidance from UFI staff about applying for Massachusetts Department of Agricultural Resources grants to assist with purchasing expensive equipment such as high tunnel greenhouses and irrigation infrastructure. How would the stipulations of the one-year and 5-year lease look different?*

One of the key questions that UFI stakeholders raised is: How can the CLT balance offering independence and providing a web of support for farmers with differing levels of expertise? This is a common question among CLT organizations. The answer is a complex one, depends upon different farmers' needs, and can begin to be spelled out in a land agreement.

Our research into leases between farmers and community land trusts found that the terms of the agreement often differ depending on the profile of the farmers served. On one side, Southside CLT grants one-year leases for beginning gardeners. On the other, the Community SOIL IN THE CITY

Land Trust in the Southern Berkshires entered into a 99-year lease with a pair of farmers who had already proven their work ethic and potential for success. Southside CLT is currently re-evaluating lease length for established farmers and considering 10 to 20-year terms. For UFI CLT, we imagine a lease that serves beginning farmers and a different one that serves established farmers with more business experience and/or a longer-term business plan. Many elements of the lease will, of course, be the same for both types of farmers. In the chart below, we have outlined possible differences.

In terms of a “web of support,” Urban Farming Institute already provides farmer training and technical assistance. We imagine this support could be extended in different ways to beginning and established farmers that will be using UFI CLT land. Farmers who have just completed the UFI training may need assistance planning out the growing season whereas more experienced farmers may need help applying for grants and microloans to further their businesses.

Some components of an agreement would be the same for farmers of all levels. They could all be expected to farm the “UFI Way” by using integrated pest management and rotating crops. All farmers would also be provided with amenities that bring farm sites up to working order, including a water connection, shed, fence, and other requirements that meet the City of Boston’s

Article 89 ordinance.

For examples of relevant leases, see Appendix A and “Urban Edge Farm Farmer Agreement” and “Amherst Street Lease” from Southside Community Land Trust.

The following considerations are a starting point to build a supportive framework for farm businesses that succeed socially, ecologically, and financially.

Definitions

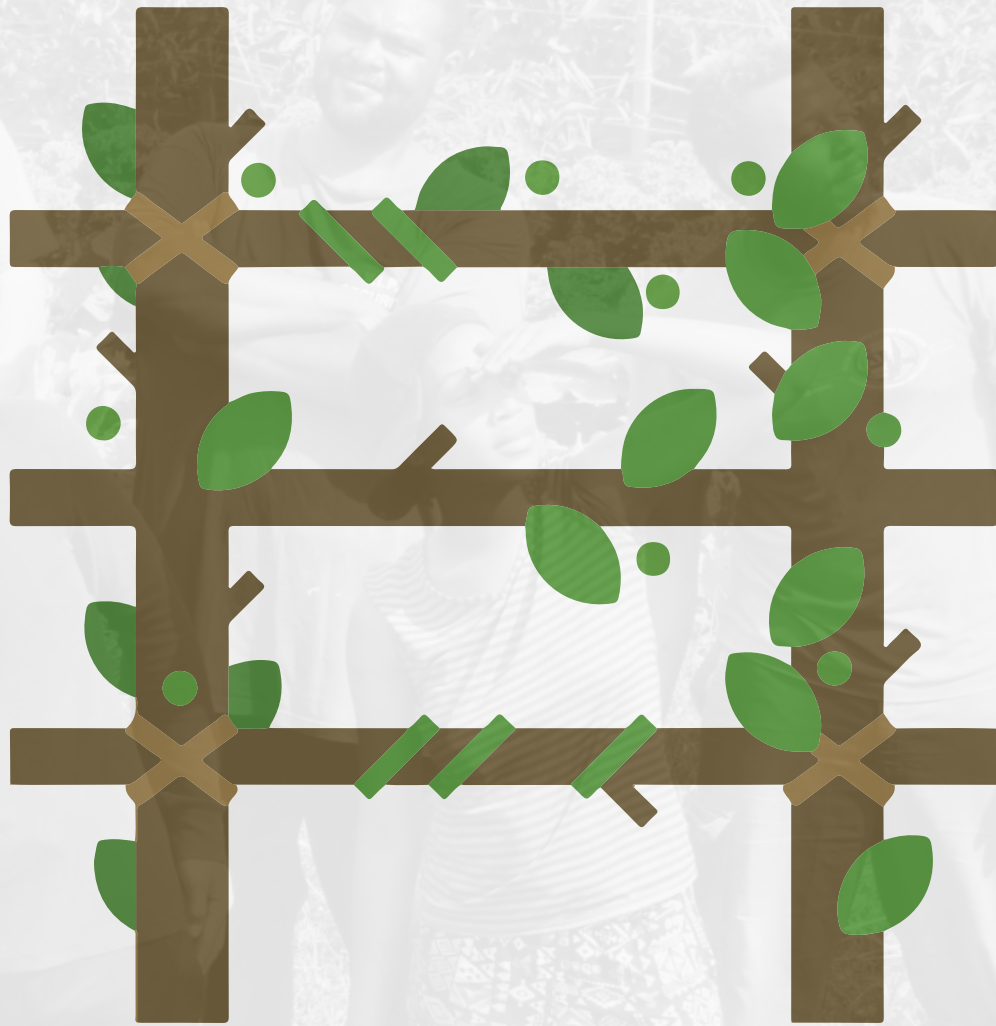
- **Non-routine maintenance:** activities such as snow removal, cutting down trees, soil testing.
- **Routine maintenance:** activities such as removing weeds, keeping sites clean, putting away tools, taking out garbage

Table 9: Farmer Profiles



<i>Farmer profile</i>		<i>Land agreement</i>	<i>Technical Assistance</i>
Farmer-in-Training	<i>Member of the UFI training program</i>	<p>Length: Agreement is between UFI CLT and UFI, length to be determined</p> <p>Maintenance: All maintenance provided by UFI or UFI CLT staff</p>	UFI provides beginning farmer education and training programs.
Beginning or intermediate farmer, less established	<i>Has completed the UFI training but still requires various forms of support</i>	<p>Length: Agreement between UFI CLT and farmer, short-term land agreement (1-5 years).</p> <p>Rent: Rent may be lower than full-time farmer and include subsidies. Refer to "Land Agreement Considerations Section D."</p> <p>Maintenance: Routine maintenance carried out by farmer and non-routine maintenance by UFI or UFI CLT. Refer to "Appendix A: Lessee's Management Responsibilities."</p> <p>Improvements: Refer to "Land Agreement Considerations Section E." Farmer will not own improvements that come with farm sites and may not make alterations/improvements without UFI CLT's consent.</p>	<p>UFI provides continuing farmer education and training programs</p> <p>UFI and/or UFI CLT provides additional hands-on technical assistance, such as planning for the growing season and applying for grants.</p>
Full-time farmer, more established	<i>Has prior experience owning and operating a successful urban farm</i>	<p>Length: Agreement between UFI CLT and farmer, longer-term land agreement (5-20 years)</p> <p>Rent: Rent may be higher than beginner/intermediate lease. Refer to "Land Agreement Considerations Section D."</p> <p>Maintenance: All maintenance (routine and non-routine) carried out by farmer. Refer to "Appendix A: Lessee's Management Responsibilities."</p> <p>Improvements: Any improvements paid for by farmer may be sold at current replacement cost, adjusted for deterioration. Refer to "Land Agreement Considerations Section E" and "Appendix A: Ownership of Improvements in Soil Health, Ownership of Improvements, Resale Restrictions."</p>	UFI and/or UFI CLT continues to provide technical assistance on an as-needed basis.





## CONCLUSION

## Summary of Findings and Recommendations

Community land trusts have been interwoven with racial, social, and food justice movements for as long as they have existed. Conversations with UFI stakeholders and case study research revealed three common principles that underlie good stewardship, management, and governance practices:

1. **Fairness:** UFI CLT aspires to pragmatically balance stakeholder interests and consider multiple points of view. This means negotiating fair decisions and building equitable relationships between neighbors, farmers, and the community land trust itself.
2. **Inclusivity:** UFI CLT aims to serve, include, represent, and respond to the diverse residents of Roxbury, Dorchester, and Mattapan.
3. **Balance of Responsibilities:** UFI CLT aims to create a balance between independence and support for farmers as farmers build businesses that succeed in three dimensions: socially, ecologically, and financially.

One of our findings is a new question: How can the principles of fairness, inclusivity, and balance of responsibilities be infused into UFI CLT's practices as the organization continues to develop? We hope that the recommendations we have made will serve as a starting point for this endeavor, and in the following section we propose a number of concrete next steps that UFI CLT could consider in order to address the critical questions raised in our research.

## Potential Next Steps

### Develop Stewardship and Management Practices

- Match farmers with land that fits their needs, vision, and business model. See Farmer Profile tool for advice on differentiating land agreement stipulations and technical assistance for farmers with different levels of expertise on p. 81.
- Formalize land management and stewardship plans for each property
- Create a system for evaluating ecological, social, financial stewardship practices. See sample Stewardship Evaluation on p. 106.

### Engage Neighborhood Residents

- Define stakeholders for different issues, tailoring engagement to that audience
- Build partnerships with community organizers and neighborhood organizations
- Conduct outreach around goals: e.g. canvassing, mailings, radio spots, banners
- Create a Conflict Resolution Plan and engage appropriate stakeholders. See p. 106 for a sample.



## ***Develop Land Agreements***

- Decide to what production standards farmers will be held, how to assess fees for the use of UFI CLT properties, and how to arrange ownership of improvements
- Create guidelines for inspection, liability, recourse, and termination of agreements
- Negotiate nuanced land agreements that balance responsibility and ownership according to the specific needs of land, farmer, surrounding community, and the CLT
- See Land Agreement Considerations on p. 74 for comprehensive list of issues to address when writing a lease. See Farmer Profile tool on p. 81 for recommendations on how to tailor leases to farmers with different levels of experience.

## ***Structure Governance and Division of Responsibilities***

- Decide how to allot public interest representative board seats
- Develop a system for open membership and/or community advisory board and design participatory processes for determining goals on new farming sites
- Ensure continued board education and succession planning. See Governance Considerations on p. 63 for a comprehensive list of issues relating to democratic CLT governance.

## ***Network with Other Community Land Trusts***

- Connect with other CLTs carrying out commercial activities nationally to learn lessons about incubation, technical assistance, tax exemption, etc.

## ***Areas for Further Inquiry***

Our team concluded that several other areas of research would benefit UFI CLT and the broader CLT movement, but were outside the scope of this report. Our research revealed that even with access to farm sites, urban farmers may require additional support in order to be successful. These areas of support may include business development, cooperative buying, and aggregation and marketing. UFI an UFI CLT could also continue to explore what makes urban farming businesses viable.

Questions about taxation also merit further inquiry. Property tax laws differ by state and city, so it is hard to draw conclusions across different contexts. However, our research indicates that some CLT-owned land is exempt from property taxes, while other CLT-owned land is not.



Also at play are the amount of taxes paid on property that is not considered exempt. At least two things have bearing here, 1) the use of the property (whether ‘for-profit,’ agricultural, or charitable) and 2) the value of the property, and whether the ground lease is considered an encumbrance that lowers the value significantly. Our research did not reach a conclusion about how UFI CLT land will be treated by the tax assessors of Boston.

Separate from the question of property tax is the question of tax-exempt status. Again, we recommend further research here, but what we learned is that CLTs that take economic development and neighborhood revitalization in low-income neighborhoods as their mission are able to maintain tax-exempt status even while leasing to for-profit businesses. However, we found that both Anchorage Community Land Trust and the Community Land Trust in the Southern Berkshires are using tax-exempt 501(c)(2) “title-holding corporations” to hold and manage their income-generating properties, with the income then going to the “parent” 501(c)(3) to use for its charitable purposes. Anchorage Community Land Trust also uses a Limited Liability Company to insulate it from risk on the properties still in development. Finally, there is the question of whether or not tax-exempt organizations are allowed to charge below-market rent, and to whom. Anchorage Community Land Trust is doing just that with some of its commercial tenants, but there have also been rulings by the IRS that prohibit

conservation land trusts from charging farmers below-market rent. This topic clearly merits more in-depth research.

## *Broader Implications*

As the first organization in Boston—and one of the first in the country—to apply the community land trust model to urban farmland acquisition and stewardship, the UFI CLT will be breaking new ground at every turn. By stewarding farm sites in Roxbury, Mattapan and Dorchester the organization will make a key contribution towards the food justice movement in Boston by filling an important gap in the growing local food solidarity economy that already includes food production, consumption, processing, marketing, and waste recycling. UFI CLT will make farm sites available in the heart of urban neighborhoods, putting control directly in the hands of locals.

By choosing the community land trust model, UFI CLT is acknowledging the fact that the issues of social, environmental, and economic justice are in fact interrelated, and that community ownership of land is essential to building power to right the injustices of the past. UFI CLT is experimenting with new applications of old tools at the intersection of the food justice, solidarity economy, and the Community Land Trust movement. As it builds practices and policies shaped by principles of fairness, inclusivity, and a balance of responsibilities, UFI CLT will be engaging in

a complicated process of negotiation that is fundamental to community land trusts. In these efforts it is in good company and has excellent partners. Locally, the Greater Boston Community Land Trust Network is composed of groups working on a diverse a set of projects ranging from parks and alleyways to commercial buildings and public libraries. Nationally, other CLTs are also starting to explore how to move beyond affordable housing to put the model to work supporting entrepreneurs and commercial farming enterprises.

What UFI CLT learns will point the way for other residents, activists, and organizations that are interested in using community ownership of land to support more equitable and sustainable community-led economic development. This is the kind of innovation that will allow community land trusts to more fully address the needs of the very community members that put the “C” in CLT.





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**Figure 1:** Urban Farming Institute Staff. Photo: Hilary Milnes, 2013. <https://www.cityofboston.gov/news/default.aspx?id=6264>.

**Figure 2:** Map of Farm Sites that will be Transferred into the UFI Community Land Trust. Photo: Trust for Public Land, 2015. <https://www.tpl.org/our-work/garrison-trotter-farm>.

**Figure 3:** Seeds of a Local Food Economy in Boston. Adapted from graphic by Michelle Ney and Natalie Lubsen (2014). Created by Zoë Ackerman with icons from The Noun Project.

**Figure 4:** How Does a Community Land Trust Own Farm Land? Adapted from Maggie Walker Community Land Trust graphic (2017). Created by Zoë Ackerman with icons from The Noun Project.

**Figure 5:** Urban Farming Institute Staff on Site. Photo: Leise Jones, 2017. Accessed April 13, 2018. <http://www.resilience.org/stories/2017-12-20/the-future-of-urban-farming/>.

**Figure 6:** UFI Farmer Training Class. Photo: Paul Dunn, 2016, <http://www.yesmagazine.org/issues/cities-are-now/how-one-boston-neighborhood-stopped-gentrification-in-its-tracks>.

**Figure 7:** Somerset Hayward Farm in Southside Community Land Trust. Photo: Southside Community Land Trust, 2017, <https://www.southsideclt.org/a-farm-is-born-and-a-neighborhood-begins-to-heal/>.

**Figure 8:** Troy Gardens, Madison, WI. Photo: Center for Resilient Cities, <https://www.resilientcities.org/projects-programs/resilience-planning-design/>.

**Figure 9:** Urban Agriculture Kick Off Poster. Photo: Southside Community Land Trust, 2018, <https://www.southsideclt.org/urban-agriculture-kick-off-set-for-april-14/>.

**Figure 10:** Indian Line Farm, Great Barrington, MA. Photo: Linda Campos, <https://www.indianlinefarm.com/>.

**Figure 11:** Eva Perry of Eva's Cupcakery, Anchorage CLT. Photo: Anchorage Community Land Trust, <http://www.pickclickgive.org/index.cfm/pfdorgs.info/Anchorage-Community-Land-Trust>.

**Figure 12:** Stewardship Compass, or considerations in determining good stewardship practices. Graphic created by team.





# APPENDICES

## A. Land Agreement Excerpts

This section includes excerpts from lease agreements used by the organizations we researched through our case studies. Each excerpt is titled to indicate what topic it addresses. Notes indicate where the excerpt comes from.

### > “Recitals” regarding a 501(c)(3) organization that leases to commercial farmer:

WHEREAS, the Lessor is a not-for-profit corporation organized exclusively for charitable purposes, including the preservation and enhancement of land in its natural, open or forested and agricultural condition for scientific, charitable and educational purposes;

WHEREAS, it is a goal of the Lessor, in carrying out these purposes, to ensure that agricultural land and improvements be preserved as working farms and that access to such farms be kept affordable for farmers who are able and willing to carry out the Lessor’s purposes;

WHEREAS, the Premises described in this Lease have been acquired and are being leased by the Lessor to the Lessee in furtherance of Lessor’s charitable purposes;

WHEREAS, the Lessee shares the purposes and goals of the Lessor and has agreed to enter into this Lease not only to obtain those benefits to which Lessee is entitled under this Lease, but also to further the charitable purposes of the Lessor with regard to the Leased Premises. - *Excerpt from the “Model Agricultural Ground Lease” prepared by Equity Trust, and available online at <http://equitytrust.org/wordpress/wp-content/uploads/2011/09/ModelAgriculturalGroundLease.pdf>.*

### > “Recitals” regarding a 501(c)(3) organization that leases to commercial farmer (part II):

WHEREAS, SCLT coordinates a Farm Business Program at Urban Edge Farm to which the Farmer has been accepted and is a participating member; and

WHEREAS, SCLT agrees to provide agricultural and business support, access to \_\_\_\_ acre (s) of land and other resources,

WHEREAS, SCLT intends to provide farmland, farm equipment, water access, irrigation equipment and other farming tools to the Farmer; and

WHEREAS, SCLT and the Farmer wish to continue in this relationship for as long as SCLT has



authority over the land, and as long as SCLT and the Farmer continue to share mutual goals in accordance with objectives defined in the Farm Business Program; and

WHEREAS, SCLT seeks to restore the health of the land at Urban Edge Farm by supporting practitioners of sustainable agriculture, while simultaneously supporting the growth of economically viable small farming businesses. *Excerpt from the "Southside Community Land Trust Urban Edge Farm Farmer's Agreement," available by request.*

### > *Ownership of improvements in soil health:*

1.2 [...] Further the Land Trust reserves to itself, its successors and assigns all the soil on the leasehold and all rights to the same of whatever nature upon, in and under the Leasehold, but withholds its right to extract, mine, and remove such soil. The withholding of this right is done so because of the agricultural and horticultural provisions of this lease, one purpose of which is to improve soil quality. The Land Trust expressly recognizes that all such soil improvements made during the term of the lease are the part of the equity of the Lessees. The Lessees shall have the right to transfer the value of this equity to a new Lessee under terms later outlined in this lease, but under no conditions shall remove the soil itself. - *Excerpt from the lease between Indian Line Farm and the Community Land Trust in the Southern Berkshires, available online at <http://www.centerforneweconomics.org/content/lease-agreement-0>.*

### > *Ownership of improvements:*

5. The costs of development and improvement of the leasehold subsequent to the date of this lease agreement shall be incurred and borne solely by the lessee, unless otherwise provided, in a manner consistent with the terms of this lease.

6.1 The Lessees shall own all buildings and improvements ... made to or on the Leasehold premises by them, at their expense or on their behalf, upon the conditions hereinafter provided. The Lessees shall bear full responsibility for any taxes due on buildings and improvements.

6.2 The Lessees shall notify the Land Trust, in writing, of their intention to undertake any major construction or improvement upon or to the Leasehold premises. Such notice shall include a plan describing fully the proposed construction or improvement and its potential impact on the Leasehold premises and the surrounding environment, and shall be given at least 60 days before construction or improvement is to begin. Any proposed construction shall be consistent with attached Land Use Plan.

6.3 The Lessees have the right physically to sever and remove any of their buildings or improvements at any time, provided such removal does no substantial harm to the Leasehold premises in the process and, should harm or damage be caused, it will be rectified, corrected or repaired to substantially the same condition as prior to such harm, and provided the Lessees are current in any payment owed by them to the Land Trust.

6.4 The Lessees shall have the right to mortgage, pledge, sell or transfer (hereinafter referred to as “transfer”) their title to any buildings and improvements made to or on the Leasehold, provided they are current in all assessments due to the Land Trust. Such transfer of title to buildings and improvements shall expressly not encumber the underlying land... - *Excerpt from the lease between Indian Line Farm and the Community Land Trust in the Southern Berkshires, available online at <http://www.centerforneweconomics.org/content/lease-agreement-0>.*

#### > *Resale restrictions:*

10.5 APPRAISAL: On or before the date on which Lessee submits an Intent-to-Sell Notice, Lessee shall commission, at Lessee’s expense, an appraisal by a licensed appraiser. This appraisal shall be a determination of the market value of the Improvements in their existing location and condition and as their use is restricted by the terms of this Lease (the “As-restricted Market Value”), thus excluding any additional market value that might be realized if the property were located elsewhere or were to be used for purposes not permitted by this Lease. - *Excerpt from the model agricultural ground lease by Equity Trust, available online at <http://equitytrust.org/wordpress/wp-content/uploads/2011/09/ModelAgriculturalGroundLease.pdf>*

#### > *Stewardship and management requirements:*

3.6 Lessees shall undertake to maintain the integrity of the landscape and quality of the soil of the Leasehold, shall cultivate and utilize the Leasehold consistent with this responsibility and shall implement the Land Management Plan for the entire Leasehold, which is a part of this lease. The Land Management Plan sets forth the natural characteristics of the land, pertinent ecological principles, and sound management practices to be followed. - *Excerpt from the lease between Indian Line Farm and the Community Land Trust in the Southern Berkshires, available online at <http://www.centerforneweconomics.org/content/lease-agreement-0>.*

3.7 Agricultural/horticultural/aquacultural practices employed on the Leasehold shall meet

the requirements of the NOFA Massachusetts Organic Certification Program, published by the Northeast Organic Farming Association/Massachusetts Chapter, Inc. on January 15, 1997, which publication shall be, hereby, a part of this lease agreement. However, excepting from above, the Lessees shall in no way be required, under this lease, to actually become certified by the Northeast Organic Farming Association or to meet the NOFA standards for product labeling. - *Excerpt from the lease between Indian Line Farm and the Community Land Trust in the Southern Berkshires, available online at <http://www.centerforneweconomics.org/content/lease-agreement-0>.*

### > *Lessee's Management Responsibilities*

Maintenance. FARMER will maintain the PARCEL in a clean and neat fashion, promptly removing any weeds, overgrowth, trash, or other waste. FARMER will remove any dumping. If vandalism occurs, FARMER will immediately report to the LESSOR, and the parties will agree to the necessary response actions. FARMER will promptly harvest edible plants.

Security. FARMER will install and maintain a system, where practicable, to prevent entrance to the GARDEN outside of operating hours and/or when the PARCEL is unattended, such as a system of fences and locks. - *Excerpts from Southside Community Land Trust Amherst Agreement, available by request.*

"Terms and Conditions" Appendix G: Farmers will be responsible for the general tidiness and working order of all buildings including greenhouses. SCLT will assist Farmers by help securing funds to bring all buildings up to working order and, thereafter, the Farmers will need to find a way to fund ongoing repairs. SCLT will secure funds for major infrastructure improvements. SCLT will assist Farmers by securing funds to bring all motorized equipment including the BCS, irrigation pumps, greenhouse vent, wells, and tractors into good working order. Thereafter, Farmers will need to find a way to fund the ongoing general repair and maintenance of this equipment, excluding the tractors. SCLT will assist Farmers to secure funds for major equipment repairs and purchases. - *Excerpts from Southside Community Land Trust Urban Ede Farm Agreement, available by request.*

4.8 MAINTENANCE AND SERVICES: Lessee shall, at Lessee's sole expense, maintain the Leased Premises and any duly approved structures thereon. Lessor shall not be required to furnish any utilities or services, including but not limited to electricity, sewer and water, or to make any repairs to the Leased Premises or structures thereon, and Lessee hereby assumes the sole responsibility for furnishing any needed utilities or services. Notwithstanding anything

SOIL IN THE CITY

to the contrary set forth herein, Lessee shall be responsible for the removal of dirt, debris, snow and ice from the sidewalk located directly in front of the Leased Premises and Lessor shall have no obligation in connection therewith. - *Excerpt from DNI's lease to UFI, available by request.*

*> Minimum standards of production:*

The Lessees shall maintain, during the term of the Lease, a Minimum Standard of active agricultural and/or horticultural use within the Leasehold. This Minimum Standard is defined as follows:

(a) One acre of land will be utilized for the growing of crops suited for commercial sale, such as: annual and perennial vegetables, herbs, grains, and small fruits.

(b) One additional acre of land shall be used each year for the purpose of soil improvement. Activities suitable for use on this additional acre would include such activities as the planting of "green manures" or "cover crops" intended to improve soil nutrients, the application of compost or other sources of fertility, grazing of animals, and/or the use of bare fallow to lessen weed seed populations and/or allow the land to rest. In the event that the Lessees utilize more than three acres for the production of crops, no less than 1 acre of "soil improvement land" shall be used for each additional 3 acres of crop land. Therefore, if the Lessees were to undertake production of commercial crops on six acres, no less than 2 acres additional would be used for soil improvement activities.

(c) The total annual gross sales of farm products raised and/or processed on the Leasehold shall be no less than \$3,500.00. This Minimum Standard may be adjusted periodically by the Land Trust based upon the rate of inflation, provided that notice of such adjustment is given to the Lessees within thirty days, and that such notice is provided during the months between and including November and February. It is agreed that the rate of increase shall not exceed the rate of increase of the Consumer Price Index established by the U.S. Department of Labor, Bureau of Labor Statistics, such index being further defined by the subtitle "All Urban Consumers (CPI-U)" with a geographic coverage equal to "U.S. City Average", and an index component "All items" with the standard reference base period of "1982-84 = 100". The reference period from which changes in the price index will be measured shall be equal to the index for the month and year of the execution of this lease agreement.

(d) Agricultural and/or horticultural practices employed within this zone shall meet the

requirements of the NOFA Massachusetts Organic Certification Program (hereinafter referred to as the "NOFA Standards"), published by the Northeast Organic Farming Association/ Massachusetts Chapter, Inc. on January 15, 1997, which publication shall be made, hereby, a part of the Lease. However, excepting from above, the Lessees shall in no way be required to follow the section of the NOFA Standards entitled "PROCEDURE FOR CERTIFICATION" listed on pages 6 through 8, or the section "LABELING" listed on pages 12 through 13. Lessees shall additionally conduct all agricultural/horticultural activity permitted pursuant to this Lease in conformance with all applicable laws or regulations, and shall obtain all necessary permits, such as burning permits, from local, state, federal and other authorities.

(e) No more than eight animal units (8,000 total pounds of livestock live weight) may be raised within this zone. The Lessees shall undertake to ensure that livestock production conducted within the zone shall not introduce excessive nutrients to the farm and surrounding ecosystem. For these purposes, the Nitrogen Loading Restriction shall be set at a limit of 200 pounds of nitrogen per acre per year.

In the event that the Lessees shall fail to meet the Minimum Standard, outlined above, for three consecutive calendar years, the Land Trust shall have the right to terminate the Lease under the provisions of Section 10 of the Lease - "Termination." - *Excerpt from Indian Line Farm Management Plan, an attachment to the lease between Indian Line Farm and the Community Land Trust in the Southern Berkshires, available online at <http://www.centerforneweconomics.org/content/indian-line-farm-management-plan>.*

#### > *Liability:*

The Farmer shall indemnify SCLT for any damage caused to SCLT's equipment. The Farmer shall hold SCLT harmless concerning the Farmer's use, possession of and operation of the equipment as per the signed Indemnification Agreement, attached to and made a part of the Agreement in Appendix F. - *Excerpt from Southside Community Land Trust Farmer's Agreement, available by request.*

#### > *Termination:*

Failure of a Farmer to follow the provisions of this Agreement (including the Appendices) can result in termination from the UEF Farm Business Program – including access to use of land at UEF. If SCLT determines that an infraction by a Farmer of this Agreement has occurred but that a remedy is possible, then the Farmer will immediately remedy such infraction and thereupon be placed on Probation. The Probation will last for a specified time, not to exceed one month.



Within the Probation time period, the Farmer will be expected to follow the provisions of this Agreement. If the Farmer fails to comply during that time, SCLT Executive Director will consult with other UEF Farmers decide whether participation in the UEF Farm Business Program should be terminated. See Conditions for Probation and Conditions for Dismissal in Appendix G, Terms and Conditions. Full or partial reimbursement of program fees can be negotiated upon a Farmer's decision to leave the program, but not if the Farmer has been dismissed. *Excerpt from the Southside Community Land Trust Urban Edge Farm Farmer's Agreement, available by request.*

## B. Stewardship Evaluation and Conflict Resolution Plan Excerpts

### > *Stewardship Evaluation from Community Groundworks and Madison Area CLT*

The landscape architects hired for the design of Troy Gardens, Ziegler Design Associates, compiled a master plan for the site in 2005 with community input. In 2009, their management plan was re-evaluated to incorporate direct feedback from the CLT membership and staff. The attached document includes written evaluations that were developed to assess stewardship of the land and then administered to members.

Professional and steward evaluation templates were used to collect both qualitative and quantitative data on the site. The stewardship action items identified were either "tasks to be accomplished or visual measurements to make (species count, presence of invasives, maintenance of path edges, etc)." Evaluators were asked to rank maintenance action items on a scale of 0-4 as follows: 0 = unacceptable, 1 = poor, 2 = satisfactory, 3 = very good, and 4 = excellent. The form also had a place for evaluators to provide additional written comments and feedback.

See Bibliography: Ziegler Design Associates. "An Evaluation of the 2005 Troy Gardens Natural Areas Management Plan." Middleton, WI: 2009.

### > *NeighborSpace Conflict Resolution Plan*

In its conflict resolution plan, NeighborSpace states: "NeighborSpace recognizes that community gardens are places where diverse people work together in a shared space. The ability for gardeners to maintain a positive relationship with other garden participants

(including fellow gardeners, community organization partner personnel, neighbors, etc.) is dependent on the ability of the group to resolve disputes in a timely manner.

First, Try Positive Communication Methods. Active listening can assist all invested parties early in conflict. Also, open and honest dialogue around conflict should be expected and welcomed. Feedback can be challenging to give and receive and we ask that all groups recognize that and be thoughtful in their approach and reception of feedback.

When That Doesn't Work, Try Mediation. While most conflicts can be resolved internally, there may be occasional situations that require the support of a neutral third party. If participants of NeighborSpace gardens find themselves in a conflict that they are unable resolve on their own, participants agree to the following procedure:

1. Participant(s) will inform NeighborSpace that there is a conflict.
2. Participant(s) may choose to disclose the nature of the conflict to NeighborSpace or participant(s) may simply request mediation.
3. Alternatively, NeighborSpace, in its discretion, may refer participants to mediation.
4. NeighborSpace will contact the Center for Conflict Resolution (CCR), a neutral, third-party organization and provide them with the names and contact information for the participants who will be participating in mediation.
5. Staff from CCR will contact the participants for mediation to discuss the process, answer any questions, and to schedule the mediation.

Mediation is an opportunity for individuals in conflict to meet with a neutral, third-party mediator to discuss their conflict and have a productive conversation. Mediations at CCR are confidential. The only information that will be shared with NeighborSpace is when the mediation is scheduled, if and when a mediation is held, who attends the mediation, and whether or not an agreement was reached. Please Note: NeighborSpace has no tolerance for harassment, threats or other behavior that is explicitly illegal and may immediately revoke an existing Partnership Agreement if anyone involved in the garden engages in such behaviors."

See Bibliography: NeighborSpace. "Partnership Agreement Documents - Conflict Resolution Plan." Chicago, Illinois.

## C. Contacts and Cases Researched

Anchorage CLT (AK)	NeighborSpace (Chicago, IL)
Athens Land Trust (Athens, GA)	New Communities, Inc. (Albany, GA)
<i>Beverley-Vermont CLT (Los Angeles, LA)</i>	OPAL CLT (Eastsound, WA)
Community Land Trust in the Southern Berkshires (Great Barrington, MA)	<i>Ozark Regional Land Trust (Arkansas, Missouri)</i>
Dudley Neighbors Inc. (Roxbury, MA)	Peacework Farm CSA (Rochester, NY)
Durham Community Land Trustees (Durham, NC)	Sawmill CLT (Albuquerque, NM)
<i>First Homes CLT (Rochester, MN)</i>	Southside CLT (Providence, RI)
<i>Kulshan CLT (Bellingham, WA)</i>	<i>Springfield CLT (Ozarks, Springfield, MO)</i>
<i>Lopez CLT (Lopez Island, WA)</i>	<i>Wellspring Cooperative (Springfield, MA)</i>
Madison Area CLT (Madison, WI)	Williamstown Rural Lands Foundation (Williamstown, MA)
<i>Mosaic CLT (Pottstown, PA)</i>	

*Italics denotes case was not referenced in field project.*

**Table 10:** Full list of case studies considered

Contact list:

1. Anchorage Community Land Trust. Stuart Bannan, Business Development Manager.
2. Community Land Trust in the Southern Berkshires. Susan Witt, founder and board member.
3. Dudley Neighbors, Inc. Eliza Parad, Community Organizer, Sustainable Economic Development, Dudley Square Neighborhood Initiative. Ben Baldwin, Dudley Neighbors, Inc. Operations Manager.
4. Madison Area Community Land Trust. Karen von Huene, Executive Director, Community GroundWorks, Inc.
5. OPAL Community Land Trust. Lisa Byers, Executive Director.
6. Ozark Regional Land Trust. Glenn Galbraith, founder and board member and Peggy Horner, Executive Director.
7. Sawmill Community Land Trust. Mona Angell, Executive Director.
8. Southside Community Land Trust. Rob Booz, Farm Operations Manager.

## D. Question Guides

### *General Questions*

- What is your background? What is your role with the Urban Farming Institute and how did you become connected? What motivates you to do work with UFI?
- What has been the process of forming this new organization (UFI CLT)? Why is it being formed? What has your involvement been in the process? How does this align with your values? Who else has been involved so far in the creation of this organization?
- What aspects do you believe this new organization should include? How do you think the organization should function? Who do you think should be involved in the organization and in what ways?
- What kinds of relationships currently exist between the Urban Farming Institute and the surrounding community? What kinds of collaborations or tensions already exist?
- What would a fair lease/land agreement look like?

### *UFI-Trained Farmers*

- What would it mean to be successful as an urban farmer?
- What needs do you think a CLT can address? What kind of give-and-take do you envision between farmers and UFI CLT?
- How long would an ideal land agreement last? Who should own the improvements?
- Who should be represented on UFI CLT board? Would having a membership be valuable? What might this look like?
- How should maintenance function? (i.e. snow, weed, fence, trash removal)
- What should production requirements look like? (type of crops, rotation and tilling, pest management, organic, minimum requirements)
- How should access to inputs/infrastructure work? Are there fees for these? (soil, fertilizer, equipment, utilities, storage)
- What kind of recourse should exist in case of a broken agreement?

CONTINUED...

### *UFI CLT Board*

- Please introduce yourself and share a little about your background. What is your role with UFI and how did you become connected? What needs do you think a CLT can address?
- What needs do you think a CLT can address?
- What does land management mean to you in the context of a community land trust? What does stewardship mean to you (ecological, social implications)?
- What kinds of farms are you hoping to foster on UFI CLT land?
- Who do you want to engage with the work of UFI CLT? What roles do you think different stakeholders ought to play?
- Would having a membership be valuable? What might this look like? Of those groups that you named, rank in terms of how much influence they should have.
- How long would an ideal land agreement last?
- How much and what kind of land will Urban Farming Institute's training program need?
- Are there topics we didn't cover today that you'd like for us to cover one-on-one with you?

### *UFI Staff Focus Group*

- What makes a good farm? What makes a good farm neighborhood? Please elaborate on the social and technical aspects of both.
- What kinds of relationships currently exist between UFI and the surrounding neighborhood?
- What are your opinions about the new UFI CLT?
- How long would an ideal land agreement last? Who should own improvements on the land?
- What is it like for a beginning farmer? How much support do they need? What elements of property management would you prefer to oversee?

**Table 11:** Urban Farming Institute Stakeholder Interview Questions



### *Thinking Like a Community Land Trust*

- What is the history and mission of the organization?
- What are key practices for short- and long-term land management?
- What does stewardship look like? How are values embedded in management tools?
- What are some examples of key decision-making processes (esp. about farm property)?
- How does community engagement function? How do your farms fit into neighborhoods and work with neighbors?
- How do you deal with community interference (theft etc.)?
- How is the board set up now, how might it shift in the future? Is there a membership?
- What are the corporate/tax structures involved? Who holds land, who leases?
- How are taxes assessed?
- What aspects of management, stewardship, engagement and/or governance could be improved?

### *Land Agreement*

- Who are the farmers? What is their financial capacity to start and maintain the farm over time?
- What form does the land agreement take? Set up for full-time, part-time or both?
- How does the CLT support farmers?
- How long are the agreements?
- How does maintenance function? Fees? (snow, weed, fence, trash removal)
- How does insurance function?
- What do production requirements look like? (type of crops, rotation and tilling, pest management, organic, minimum requirements)
- How does access to inputs/infrastructure work? Fees? (soil, fertilizer, equipment, utilities, storage)
- How do you handle ownership of improvements?
- What kind of recourse exists in case of a broken agreement?
- Do land agreements specify anything about helping farmers access markets?

### *UFI and UFI CLT Division of Responsibilities*

- Who handles which aspects of land management?
- Who handles fundraising, finances, and accounting?
- How are administration, staffing, board handled?

**Table 12:** Case Study Question Guide





## ENDNOTES

1. A recent series of articles by *The Boston Globe's* Spotlight team investigated claims of a racist city. Their findings are summarized in the following op-ed: Todd Wallack, "11 Takeaways from this month's Spotlight series about race in Boston," *The Boston Globe*, December 29, 2017. <https://www.bostonglobe.com/metro/2017/12/29/takeaways-from-groundbreaking-spotlight-series-race-boston/6C228SexjA7hGfyEsYMnjI/story.html>.
2. John Emmeus Davis, "Common Ground: Community-led development on community-owned land," Self-published, June 2015, <http://www.cltroots.org/archives/3231>.
3. Robert Swann, "Land Trusts as a Part of a Threefold Economic Strategy for Regional Integration," in *The Community Land Trust Reader*, ed. John E. Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010): 358.
4. Dudley Neighbors, Inc. is a community land trust (CLT) organization affiliated with the Dudley Street Neighborhood Initiative in Roxbury.
5. Alison Hope Alkon and Julian Agyeman, "Introduction: The Food Movement as Polyculture," in *Cultivating Food Justice*, ed. Alison Hope Alkon and Julian Agyeman, (Cambridge, MA: MIT Press, 2011), 4-7.
6. Penn Loh and Julian Agyeman, "Boston's Emerging Food Solidarity Economy," in *The New Food Activism: Opposition, Cooperation and Collective Activism*, ed. Alison Alkon (University of California Press, 2017): 257-282.
7. Valerie Oorthuys, *Telling the Story of Food Justice: A Case Study of The Urban Farming Institute of Boston*, Master's Thesis, Tufts University, 2015, 5-6.
8. Penn Loh and Julian Agyeman, "Urban Food Sharing and the Emerging Boston Food Solidarity Economy," unpublished, submitted to *Geoforum Special Issue: Urban Food Sharing* (January 30, 2018).
9. Robert Swann, *Peace, Civil Rights, and the Search for Community*, (Great Barrington, MA: Schumacher Center for a New Economics, 2001), <http://www.centerforneweconomics.org/content/robert-swann/autobiography-chapter19>.
10. Kirby White, "Bob Swann, An Interview," in *The Community Land Trust Reader*, ed. John E. Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010), 270.
11. Kirby White. "Bob Swann, An Interview," in *The Community Land Trust Reader*, ed. John E. Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010), 272.
12. Susan Witt, email message to Alice Maggio, April 22, 2018.
13. John E. Davis, "Origins and Evolution of the Community Land Trust in the United States," in *The Community Land Trust Reader*, ed. John E. Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010): 24.
14. Davis, 36.
15. Kenneth Mark Temkin, B. Theodos, and D. Price, "Sharing Equity with Future Generations:

- An Evaluation of Long-Term Affordable Homeownership Programs in the USA," *Housing Studies* 28, no. 4 (2013).
16. Jeffrey Lubell, "Filling the Void between Homeownership and Rental Housing: A Case for Expanding the Use of Shared Equity Homeownership." In *Homeownership Built to Last: Balancing Access, Affordability, and Risk after the Housing Crisis*, (Brookings Institution Press, Harvard University Joint Center for Housing Studies, 2014).
  17. Greg Rosenberg and Jeffrey Yuen, *Beyond Housing: Urban Agriculture and Commercial Development by Community Land Trusts* (Cambridge, MA: Lincoln Institute of Land Policy, 2012).
  18. Holly Rippon-Butler, et al, *Finding Farmland: A Farmer's Guide to Working with Land Trusts*, (Hudson, NY: National Young Farmers Coalition, 2015).
  19. Greg Rosenberg and Jeffrey Yuen, "Beyond Housing: National CLT Network Non-Residential Project Directory." Grounded Solutions (April 2013). <http://cltnetwork.org/wp-content/uploads/2014/01/FINAL-Non-residential-project-directory-4-26-13-1.pdf>.
  20. Rebecca Harnick and Tori Kulwicki, "Community Land Trusts For Urban Agriculture: Applications and Recommendations," (Tufts University, 2015), [https://pennloh.files.wordpress.com/2017/03/ufi\\_finalreport1.pdf](https://pennloh.files.wordpress.com/2017/03/ufi_finalreport1.pdf).
  21. Refer to the "References" section for a complete list of interviews.
  22. John Emmeus Davis, "Origins and Evolution of the Community Land Trust in the United States," in *The Community Land Trust Reader*, ed. John Emmeus Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010), 23.
  23. Ebenezer Howard, "Garden Cities of Tomorrow," in *The Community Land Trust Reader*, ed. John Emmeus Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010), 82.
  24. Kirby White, "Bob Swann, An Interview," in *The Community Land Trust Reader*, ed. John Emmeus Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010), 272.
  25. John E. Davis, "Origins and Evolution of the Community Land Trust in the United States," in *The Community Land Trust Reader*, ed. John E. Davis (Cambridge, MA: Lincoln Institute of Land Policy, 2010): 3-47.
  26. "A Farm is Born, and a Neighborhood Begins to Heal," Southside Community Land Trust, October 20, 2017. <https://www.southsideclt.org/a-farm-is-born-and-a-neighborhood-begins-to-heal/>.
  27. Marcia Caton Campbell and Danielle A. Salus, "Community and conservation land trusts as unlikely partners? The case of Troy Gardens, Madison, Wisconsin," *Land Use Policy* 20 (2003): 169–180.
  28. "What We Do," Community Groundworks, accessed April 22, 2018, <http://communitygroundworks.org/what-we-do>



29. "Troy Gardens Project," United States Department of Agriculture, accessed April 22, 2018, <https://reeis.usda.gov/web/crisprojectpages/0187719-troy-gardens-project.html>.
30. Marcia Caton Campbell and Danielle A. Salus, "Community and conservation land trusts as unlikely partners? The case of Troy Gardens, Madison, Wisconsin," *Land Use Policy* 20 (2003): 169–180.
31. Greg Rosenberg, "Troy Gardens: The Accidental Ecovillage," in *The Community Land Trust Reader*, ed. John Emmeus Davis, (Cambridge, MA: Lincoln Institute of Land Policy, 2010), 428.
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