

# Rewilding in Romania

## Obtaining and Protecting Wild Land

*Black pine growing on a ridge, Domogled Valea Cernei National Park.  
Florian Möllers / Rewilding Europe*

### Core topics

- How to access publicly owned land for rewilding
- Property rights to obtain and protect land for rewilding
- Registration of land
- Overview of the protected natural areas regime

### Key takeaways

- 1 Practitioners may use legal mechanisms to access publicly owned land for rewilding, such as concession or lease agreements.
- 2 In addition to ownership, there are other rights that may work well to secure land for rewilding.
- 3 Different property rights and legal mechanisms offer varying degrees of long-term security and protection.
- 4 Property rights and related acts are subject to registration, and it is recommended to comply with this requirement so rightsholders can enforce such rights against third parties.
- 5 Individuals or legal entities can propose the designation of a protected natural area but have no say in the final decision. The degree of human activities varies depending on the type of protected area. It is possible for conservation NGOs to act as custodians and manage some of these areas.

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## 1. How can publicly owned land be obtained for rewilding?

In Romania, publicly owned land (also referred to as the public domain) may belong to either the Romanian state, or local and regional administrative-territorial units, including communes, cities/municipalities, and counties.

Land in the public domain is protected under Romanian law because it cannot be sold, seized, or transferred into private ownership. This means public domain is considered to be of public interest and its status can only change under strict legal conditions.

However, access and use is possible; for example, for rewilding purposes. Even though ownership remains public, private entities, such as a rewilding organisation, can obtain management rights over these lands. This is possible through formal legal agreements with the relevant public authority, including concessions, leases, and administration contracts.

These legal instruments can be particularly relevant for rewilding organisations looking to develop projects on state or municipal land, particularly in or around protected areas, Natura 2000 sites, or other ecologically important zones. It is recommended that practitioners seek proper advice if they want to participate in the management of public land.

Below is a summary of the main mechanisms available.

### 1.1 Concession Agreements (*Contracte de concesiune*)<sup>1</sup>

A concession is a written agreement through which a public authority (grantor) grants a private entity (concessionaire) the right to manage and use public land in return for a fee and under certain conditions.

Concession agreements:

- Must be awarded via public tender and approved by governmental or local/county council decision;
- Have a maximum duration of 49 years (non-renewable);
- Must be registered with the Land Registry; and
- Require the concessionaire to return the land, including any improvements, at the end of the term, free of encumbrances.

Practitioners should be aware that the grantor (e.g. municipality or ministry) can unilaterally amend or terminate parts of the contract in the public interest, provided prior notification to the concessionaire is given. The concessionaire is entitled to adequate compensation for any resulting damage, although only the amount of the compensation can be challenged in court. This is significant in terms of security of the agreement and the potential long-term impact of rewilding.

Concession agreement may be terminated:

- Due to the expiration of the term;
- Unilaterally by the grantor, for national or local public interest (with fair prior compensation);
- Due to non-compliance by either party; or
- By force majeure or objective impossibility to perform the contract.

For rewilding purposes, concession agreements may be relevant in areas designated as “non-economic services of general interest”, such as protected natural areas. “Non-economic services of general interest” refer to activities that do not have an economic character and are carried out to satisfy the public interest, such as the enjoyment of nature, the good health of ecosystems and biodiversity, as part of the constitutional right to a healthy environment.

## 2. How can privately owned land be obtained for rewilding?

In Romania, the right to private property is constitutionally guaranteed.<sup>5</sup> However, this right must be exercised in accordance with environmental duties<sup>6</sup>, which reinforces the case for rewilding as a legitimate and socially valuable use of land.

This means that a rewilding organisation, or even an individual rewilding practitioner, can bid for the right to manage public land, and seek to integrate rewilding principles into a legally recognised management plan.

### 1.2 Lease Agreements (*Contracte de închiriere*)<sup>2</sup>

Lease agreements of publicly owned land follow a regime similar to concessions. They:

- May be granted by public tender or direct negotiation;
- Must be approved by a government or local/county council decision;
- May run for a maximum of 49 years; and
- Must be registered in the Land Registry.

Termination follows the same legal rules as for concessions.

However, the key difference is that lease agreements do not allow the lessee to undertake

construction works. This may limit certain rewilding interventions (e.g. infrastructure for ecological monitoring or fencing) unless separately authorised.

Each lease agreement will specify:

- The purpose of use; and
- Restrictions based on the land’s classification and ecological features.

As with concessions, practitioners should be aware of the possibility of unilateral amendment or termination by the grantor, which may affect the long-term continuity of rewilding gains.

### 1.3 Right of Free Use<sup>3</sup>

Certain public lands may be accessed under a “right of free use” by NGOs officially recognised as institutions of public utility.<sup>4</sup> This pathway is less common but may be of interest to established rewilding organisations that meet the legal conditions. Access is granted by local or national decision and typically involves no cost to the user.

law<sup>7</sup> and may be made available for rewilding under contract.

Access to land may be secured through:<sup>8</sup>

- Direct acquisition of ownership (see subsection 2.2); or

- The acquisition of other real rights (*drepturile reale*), which provide legal powers over land without requiring a transfer of ownership (see subsections 2.3 to 2.5).

These alternatives to ownership are particularly relevant where full acquisition is not feasible or necessary, offering more flexible options for securing land in the long-term. Please refer to the summary table at the end of this section for a side-by-side comparison of these different legal structures.

To create or transfer property rights, a notarial deed is required. Failure to comply with this formality renders the transfer legally void. In some cases, additional formalities apply. For example, the acquisition of agricultural land located outside buildable areas is subject to pre-emption procedures, which prioritise certain individuals, such as co-owners, spouses, relatives up to the third degree, and lessees, when a property is being sold.<sup>9</sup>

Finally, to ensure that property rights are legally effective against future owners or third parties, they must be registered with the Land Registry (*Cartea Funciară*). The following subsection provides an overview of the registration system and its importance for securing land for rewilding.

## 2.1 Registration requirements for property rights<sup>10</sup>

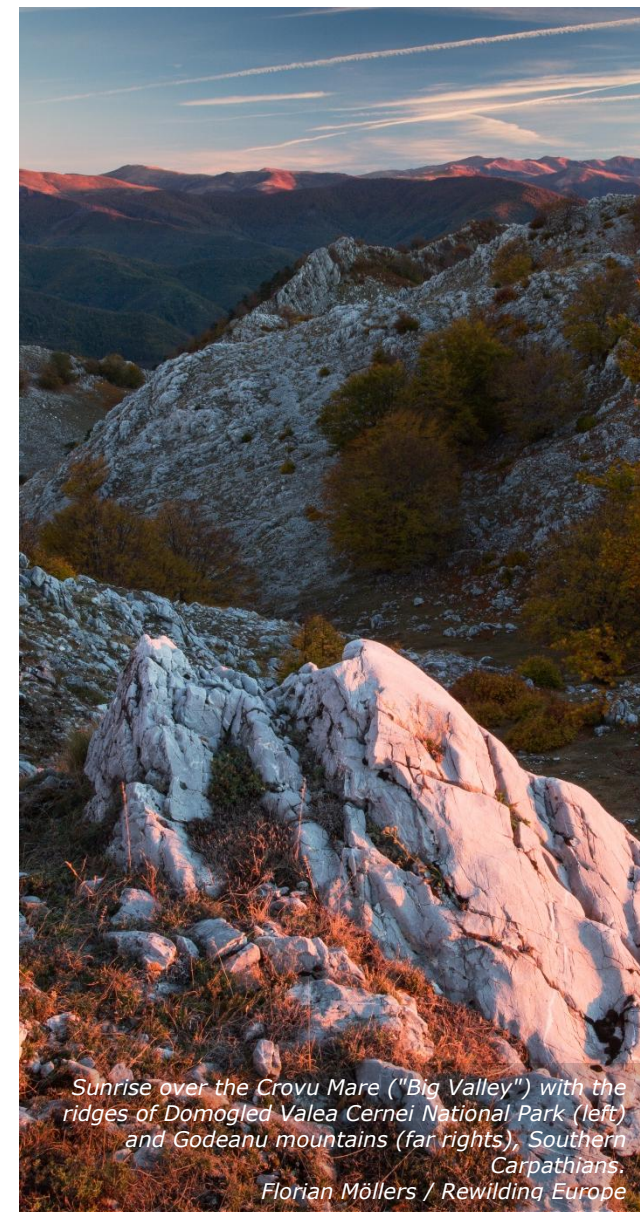
The Land Registry is the official public register for immovable property. It records ownership and other rights *in rem*, such as superficies, easements, and usufruct, ensuring transparency and legal certainty in land-related transactions.<sup>11</sup>

The Land Registry is maintained by the National Agency for Cadastre and Real Estate Publicity (“**ANCPI**”) and is organised by individual parcels of land, each with a unique cadastral number<sup>12</sup>

Registration of property rights is an essential step. Whilst some rights may be valid between the parties even without registration, they are not enforceable against third parties unless registered. Registered property rights, such as ownership, superficies, easements, and usufructs run with the land, meaning that they are enforceable against future owners and third parties.

In practice, this means that, for the duration of the property right, the land remains subject to its terms, and future landowners must respect and comply with the registered right, providing long-term legal security. To register a property right with the Land Registry, the following is required:

- A notarial deed or other qualifying legal document establishing or transferring the right;<sup>13</sup>



Sunrise over the Crovu Mare ("Big Valley") with the ridges of Domogled Valea Cernei National Park (left) and Godeanu mountains (far right), Southern Carpathians.  
Florian Möllers / Rewilding Europe

- A cadastral plan identifying the relevant land parcel, and
- An application submitted through the public notary or directly with the ANCPI.

Registration upholds the principle of publicity, meaning that once a right is registered, it is presumed to be known to all. This offers essential legal protection, continuity, and security for long-term rewilding efforts.

## 2.2 Ownership right (dreptul de proprietate)<sup>14</sup>

### What does ownership mean?

Ownership is the most complete form of property right under Romanian law. It gives the holder the right to possess, use, and dispose of land exclusively, absolutely, and perpetually, within the limits established by law (e.g. environmental obligations<sup>15</sup>, neighbours' rights, planning restrictions).

The owner can:

- Decide how the land is used (e.g. for rewilding, regenerative agriculture, or natural regeneration);
- Transfer, lease, donate, or sell the land; and
- Exclude others from entering or using the land (see *Rewilding in Romania: Public Access and Restrictions*).

Ownership may be individual or shared, such as in co-ownership or association ownership.

### What formalities are required to gain ownership of the land?

Ownership may be acquired by:<sup>16</sup>

- Legal transactions, such as sale and purchase, donation, or exchange;
- Succession (by will or legal inheritance);
- Accession<sup>17</sup> (e.g. natural extension or integration of another object into the land);
- Usucapion<sup>18</sup> (acquisition through long-term possession); or
- By court decision in certain legal circumstances.

Voluntary transfers of ownership must be concluded by notarial deed, and ownership must be registered with the Land Registry (see subsection 2.1).

### How long can ownership last?

Ownership is perpetual: it does not expire and may be freely transferred, divided, or inherited. Not only is ownership the strongest form of property right, it also offers the strongest long-term protection for rewilding gains.

However, the extent of long-term security depends on who holds the title:

- When land is owned by legal entities, such as a rewilding organisation (e.g. a foundation or association), the land can be protected across generations. Even in the event of dissolution, the statutes may require that ownership be transferred to another entity with a similar conservation purpose<sup>19</sup>.
- By contrast, land owned by individuals may change hands upon death or sale. Successors are not bound by the original owner's conservation goals and may choose to alter, develop, or sell the land.

For this reason, it is important to carefully consider ownership structures to safeguard rewilding objectives over the long term, thus the relevance of registration (see subsection 2.1).

### Is ownership of land useful for rewilding?

Ownership provides the strongest legal foundation for rewilding. It enables full control over land use, supports long-term planning and ecological restoration, and allows the owner to engage in legal and regulatory processes (e.g. designating the land as protected or entering conservation contracts).

Where ownership is not feasible, due to cost, legal complexity, or strategic considerations, other real rights (explored in the next subsections) may offer effective alternatives.

## 2.3 Superficies right ("*dreptul de superficie*")<sup>20</sup>

### What is a superficies right?

The superficies right allows a person (either individual or entity) – the superfiary – to use another person's land to build, plant, or maintain certain structures or plantations on it. The landowner retains ownership of the bare property, meaning they hold the legal title but transfer the right of use, enjoyment, and management of the land to the superfiary.<sup>21</sup>

This right can be used to construct buildings or infrastructure, or to establish or maintain plantations.<sup>22</sup> Although not commonly used for rewilding, the superficies right is a legally recognised tool that can offer long-term access to land without requiring ownership, which is especially useful where landowners are unwilling to sell. The superficies right may also be established for other sustainable autonomous works<sup>23</sup>, such as using the land for natural grazing or management for nature restoration (e.g. afforestation, creating vegetation mosaics to improve biodiversity, building lookouts for watching wildlife).

The superficies right may also include ancillary entitlements such as rights of way, access, or utility infrastructure. It can be granted with or without payment<sup>24</sup>, which may make it particularly attractive in partnerships between rewilding organisations and landowners.

If it is granted free of charge, the superfiary is generally responsible only for notarial and registration fees, with no tax duties owed for the right itself. However, if the parties agree to establish a fee or payment for the right, the landowner must declare this income and pay the corresponding income tax, as it is treated similarly to leasing revenue. In such cases, practitioners are advised to consult a tax advisor to ensure compliance with applicable tax and reporting obligations.

### What formalities are required to create a superficies rights?

To be valid, a superficies right must be concluded by notarial deed and be registered with the Land Registry (see subsection 2.1).<sup>25</sup>

Only upon registration does the right become enforceable against third parties, including future owners of the bare property.

A superfiary may transfer the superficies right, but only together with the building or infrastructure established on the land, and only via notarial deed.

### How long can a superficies right last?

Under Romanian law, a superficies right can be established for a maximum duration of 99 years.<sup>26</sup> The parties are free to agree on a shorter term.

Renewal is possible<sup>27</sup>, but only by mutual agreement between the parties and only within the

maximum term of 99 years. There are no specific legal conditions or procedures for renewal beyond the mutual agreement and the time limit.

The duration of the superficies right may also be linked to the lifespan of a construction or plantation, unless otherwise agreed.<sup>28</sup>

For rewilding practitioners, this offers a relatively long-term legal framework, but it is important to plan for continuity beyond the initial term, especially if rewilding gains require ecological processes to unfold over generations. Future renewals should ideally be anticipated in the agreement or secured through complementary mechanisms.

### Is the superficies right useful for rewilding?

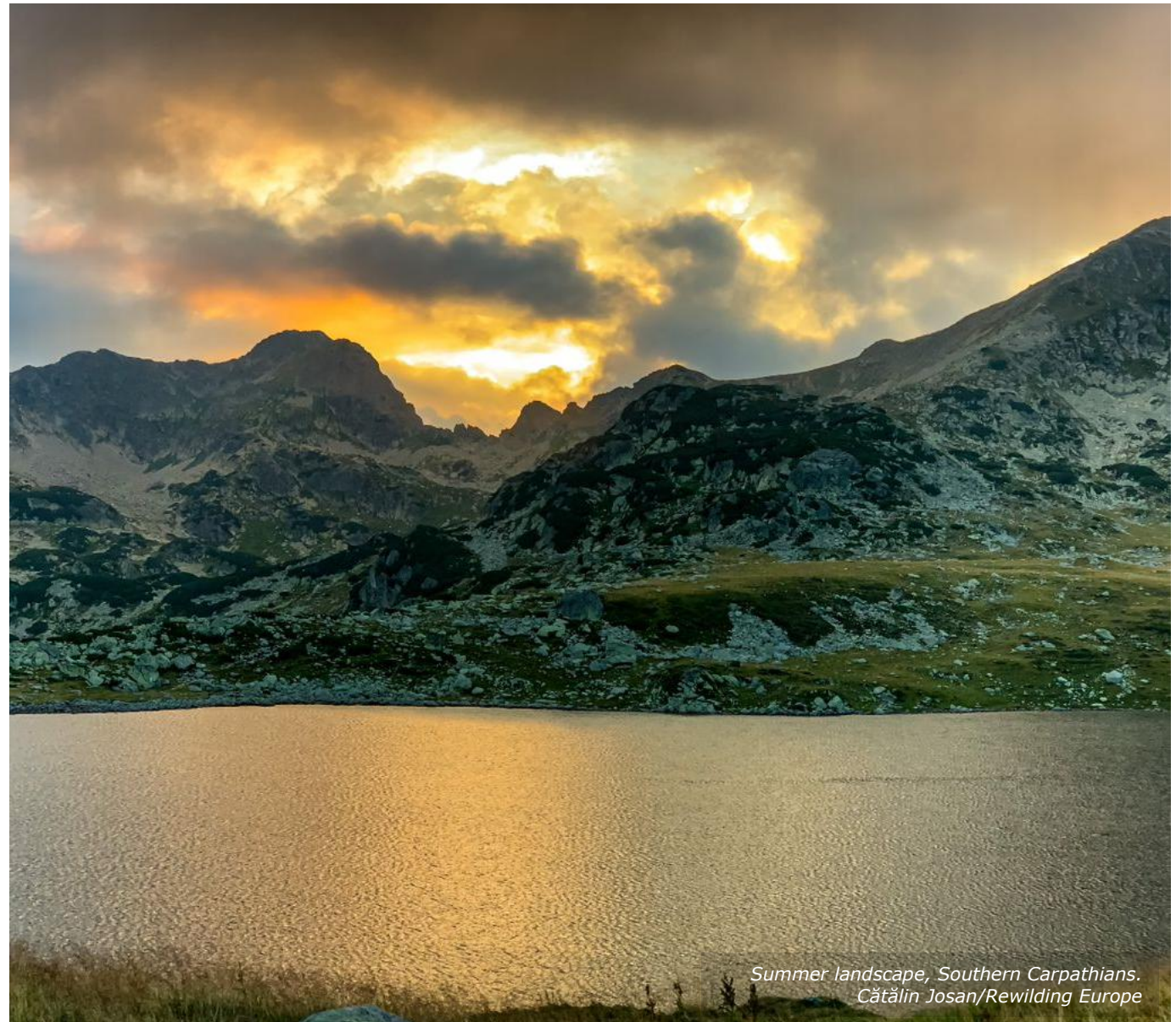
The superficies right can provide secure, long-term access to land without requiring ownership. It is particularly suitable in cases where landowners want to retain title but are open to supporting rewilding activities.

Its legal structure makes it compatible with a range of ecological uses and management strategies, while the long duration ensures that rewilding efforts have time to mature and stabilise.

It is worth noting that termination may affect continuity, but if properly negotiated and structured, the right can offer substantial legal protection. Termination may occur:<sup>29</sup>

- At the end of the agreed term (unless renewed). In this case, the landowner acquires ownership over any constructions, plantations, or other work established by the superfiary, and must pay compensation at market value as of the date the right expires;
- Through consolidation, when land and surface works come under the same owner (i.e. if the superfiary becomes the owner of the land);
- If the building is demolished or plantations are destroyed, but only if this is expressly provided for in the agreement;
- If the land becomes unusable for the agreed purpose, provided this cause for termination is provided for in the agreement; or
- In other cases prescribed by law.

Where full land acquisition is not possible, superficies is a flexible and relatively secure legal option for rewilding practitioners seeking long-term land access.



*Summer landscape, Southern Carpathians.  
Cătălin Josan/Rewilding Europe*

## Example 1

*Landowner A wishes to support rewilding on her estate while retaining ownership. Together with a rewilding organisation, she wants to ensure that the land is legally secured for rewilding, regardless of who inherits the property after her death. The rewilding organisation proposes an arrangement that would give it long-term, ideally in perpetuity, control over land use, allowing it to manage the area for rewilding and ecological restoration, even if the underlying ownership changes.*

To achieve this, Landowner A and the rewilding organisation may agree to establish a superficies right. While Romanian law does not allow for this right to be perpetual, it can be granted for up to 99 years and renewed / extended by mutual agreement between the parties (or their successors). This framework offers a long-term basis for rewilding, without requiring a transfer of ownership.

Under the superficies right, the rewilding organisation may undertake activities such as:

- restoring degraded habitats, such as replanting native oak and hornbeam species in areas where past logging removed natural forest cover;

- creating and maintaining grassland mosaics, for example by clearing patches of non-native pine and allowing spontaneous grassland development to support pollinators and ground-nesting birds;
- controlling invasive species, such as removing Himalayan balsam (*Impatiens glandulifera*) along riparian areas to support native vegetation recovery;
- building a wooden wildlife observation tower for educational tours or biodiversity monitoring; and
- managing the land for biodiversity, for instance by introducing a herd of semi-wild horses to naturally open up vegetation, creating firebreaks and improving the land's resilience to wildfires while supporting dynamic natural processes.

The parties may include a clause restricting sale or transfer of the land to third parties without notifying or involving the superficiary. However, even if the land is sold or inherited, the registered superficies remains valid and binds the new owner, who must respect the agreement's terms for the remainder of the duration.

To ensure full enforceability, the parties must sign the agreement before a notary public and register it with the Land Registry. This guarantees the right is effective against any future third parties, including successors. The superficies may also be granted free of charge, which can be particularly relevant when landowners wish to support rewilding for environmental or legacy reasons. Upon Landowner A's death, her heirs inherit the bare property and are legally required to uphold the existing superficies right until the agreed term expires, just as any future buyer would be.

Finally, if the rewilding organisation is dissolved during the term of the superficies right, several outcomes are possible depending on the terms of the original agreement. The contract may allow the transfer of the superficies right to another organisation with a similar conservation purpose, subject to the landowner's consent. If no such clause exists and no agreement can be reached, the contract may be terminated, and the superficies right would cease, with full rights reverting to the landowner. Alternatively, the parties (or their successors) may negotiate a new or amended agreement reflecting the new circumstances. To enhance long-term continuity, it is recommended that such contingencies be addressed in the original superficies agreement.

## Example 2

*Landowner B grants a 99-year superficies right to a rewilding organisation over land with an old-growth forest, in exchange for a fee equivalent to the project value of 20 years' worth of carbon credits. The agreement also allows the rewilding organisation to maintain the forest and to open a grassland area to create a mosaic habitat and enhance biodiversity. Ten years into the agreement, Landowner B passes away, and the land is inherited by his son.*

The activities agreed under the superficies right agreement – preserving the existing ecosystems and the creation of new natural habitats – fall within the legal scope of a superficies right. The rewilding organisation (as superfiiciary) has the right to use the land for the agreed purposes of the superficies right throughout the entire 99-year term.

The death of Landowner B 10 years into the agreement does not affect the validity or duration of the superficies right. The heir inherits only the bare property and is legally bound by the terms of the registered superficies, which remains in force for the duration of the agreement.

At the end of 99-year term, the new owner may choose not to renew the agreement. In that case,

the superficies right would terminate, and the landowner would acquire ownership of any improvements made, such as new plantations or ecological infrastructure, subject to payment of fair market compensation at that time.

At the time of the drafting, the parties may also include optional termination clauses, for instance, in case of force majeure or if the land becomes ecologically unsuitable for the agreed purpose.

The superficies right can serve both economic and non-economic uses, making it a suitable tool not only for rewilding and ecological restoration, but also for compatible activities such as environmental education or guided wildlife walks, as long as these align with the purpose of the right and have the landowner's consent.

Practitioners should also be aware that certain land uses (e.g. afforestation, clearing, or works on protected land) may require environmental permits. For further guidance, see *Rewilding in Romania: Developing Land* and *Rewilding in Romania: Forest and Woodland Management*.

Finally, if the rewilding organisation is later dissolved, the agreement could foresee one of the following outcomes:

1. The rights and obligations may be transferred to another similar organisation with the parties' agreement, allowing the rewilding project to continue;
2. If no such clause exists:
  - a. It would be cause for termination;
  - b. The parties may mutually agree to assign the superficies right to a new organisation; or
  - c. They may agree to terminate the existing agreement and enter a new superficies agreement under similar terms. However, since the superficies is an *in rem* right, this kind of substitution cannot happen unilaterally: it must be done by formal agreement, and the new contract or assignment must be notarised and registered in the Land Registry to be valid against third parties.

## 2.4 Easements rights ("*drept de servitute*")<sup>30</sup>

### What are easements rights?

An easement is a right *in rem* that imposes a burden on one piece of land (servient land) for the benefit of another piece of land owned by a different person (dominant land). It allows the owner of the dominant land to make specific use of the servient land, such as crossing it, grazing animals, or maintaining infrastructure, without owning it.

Unless otherwise agreed in the deed establishing it, the dominant landowner may also access and carry out necessary works on the servient land to exercise the right effectively. For example, if the easement permits grazing, this could include installing or repairing fencing. Any such works must be done in a way that minimises disruption and inconvenience to the servient landowner, both in method and timing.

Whilst most associated with rights of way, easements can serve a broad range of purposes, including the protection of ecosystems (e.g. entry to neighbouring land to remove invasive species threatening the natural regeneration), the facilitation of natural processes (e.g. access to natural grazing land), or the integration of rewilding areas (e.g. connecting two properties to facilitate movement of wildlife across private land). For instance, easements can be used to connect grazing

grounds for large herbivores, facilitating transhumance and supporting ecological connectivity.

Easements can also be created for future use<sup>31</sup>, for example to reserve access for wildlife movement or for ecological corridors that are not yet active but are planned as part of a wider landscape strategy.

Easements are considered accessory, meaning they are legally tied to the land they benefit (dominant land) and cannot exist on their own. The easement depends on the ownership of the dominant land and is automatically transferred along with it, even if the transfer documents do not specifically mention it. For example, if Landowner A has a right of way over Landowner B's land in order to access A's property, that right stays in place when A sells their land. The new owner of A's land automatically inherits the same easement, and Landowner B remains bound by it.

There are different types of easements, which may be relevant to rewilding depending on the project:

- Apparent v. Non-apparent<sup>32</sup>: an apparent easement has visible signs (e.g. a path or a fence), whilst a non-apparent one is not visible (e.g. restriction not to build).
- Continuous v. Discontinuous<sup>33</sup>: continuous easements are exercised steadily, without the need for human action (e.g. not to build on the servient land to preserve open landscapes

or ecological corridors between rewilded sites, an easement to maintain an undisturbed watercourse that supports wetland habitats); discontinuous ones require human action for their exercise (e.g. periodic grazing access, regular access through neighbouring land to monitor wildlife populations).

- Positive v. Negative<sup>34</sup>: positive easements allow the owner of the dominant land to exercise part of the rights typically held by the owner of the servient land (e.g. allowing wildlife corridors to pass through neighbouring land, or herds to move seasonally between parcels for natural grazing, or the installation of temporary fencing or observation points); negative easements require the servient land to refrain from exercising certain rights (e.g. a landowner might agree not to carry out logging, hunting, or land conversion activities that would affect the functioning of adjacent rewilded land or a restriction against building in buffer zones near riparian corridors or nesting sites to preserve habitat connectivity and ecological balance).

These distinctions are especially relevant for practitioners because they affect the legal durability and enforceability of any rights agreed upon with neighbouring landowners. For example, a visible and continuous easement (such as a corridor used by wildlife) may eventually become a legally

recognised right through usucapion, but a seasonal grazing easement (discontinuous and possibly non-apparent) will require a formal, registered agreement to hold legal weight.

### What formalities are required to create easement rights?

Easements can be established in one of two ways:<sup>35</sup>

- Legal easements<sup>36</sup>, provided for directly by law (e.g. a legal right of way for landlocked properties<sup>37</sup>), which may be enforced by court or an administrative decision. For further details on legal easements, see *Rewilding in Romania: Public Access and Restrictions*.
- Conventional easements, created by:
  - agreement between landowners, through a notarised deed;
  - will or succession; or
  - long-term use (usucapion)<sup>38</sup>.

To ensure that an easement is binding on third parties (e.g. new landowners), it must be created by notarial deed and registered with the Land Registry (see subsection 2.1 above). This ensures publicity and legal certainty and protects the right even if the land is later sold or inherited.

The document creating the easement must clearly define its scope and use. For example, if the

easement permits grazing, it should specify the area, permitted activities, and any related infrastructure (e.g. fencing or water points).

### How long can easement rights last?

Easements in Romania can be established for a fixed term or in perpetuity, depending on how they are created. If established by legal act (e.g. agreement or will), the duration may be limited or indefinite. When established by usucapion (long-term use) or by law (e.g. for access to landlocked property), they are generally considered perpetual (unless a cause of extinction applies, e.g. a new road is built permitting direct access to the landlocked property).

Easements “run with the land”, meaning they continue to apply when ownership of the dominant land changes, ensuring continuity across generations.

However, easements can be extinguished in specific cases<sup>39</sup>, including:

- Consolidation, when the dominant and servient properties come under the same ownership;
- Waiver, if the dominant owner formally renounces the easement;
- Expiration: if a fixed-term easement reaches the end of the agreed duration;



A meadow in a summer landscape, Southern Carpathians.  
Cătălin Josan/Rewilding Europe

- Permanent impossibility of use, if the easement can no longer be exercised due to environmental or physical change;
- Non-use for 10 years: if the dominant owner does not exercise the easement over a 10-year period;
- Loss of utility: if the easement no longer serves its intended benefit to the dominant land; or
- Expropriation: if the servient land is expropriated for a public purpose incompatible with the easement.

As such, while easements can offer strong legal continuity for rewilding purposes, their longevity may depend on how they are maintained, used, and documented over time.

### Are easement rights useful for rewilding?

Easements can serve as flexible and durable tools for rewilding, particularly when ownership of all the land involved is not feasible and the properties in question are close to each other. In addition, by including obligations on the servient owner (e.g. habitat protection), practitioners can extend the impact of the rewilding beyond land they own. When registered, these obligations bind future owners and help ensure long-term continuity of the rewilding vision.

As they can be structured to meet a wide range of ecological goals, and are enforceable against future owners once registered, easements offer a versatile mechanism to advance rewilding even where land access is shared or partial.

### Example 3

*Landowner C owns a parcel of land and plans to convert it into a permanent meadow of native forage herbs and grass. Their goal is to release a herd of wild horses for natural grazing, as part of a long-term rewilding initiative. The horses are not intended for commercial use but to contribute to biodiversity through their grazing behaviours. Landowner C wants to ensure this ecological purpose is safeguarded into the future and not reversed by future owners.*

*Landowner C's property borders land owned by a neighbour who supports the rewilding goal but is not interested in selling her land. The two owners agree that the neighbour's land will be converted into a permanent meadow and used as an extension of the grazing area.*

*1. What type of agreement could be used, and what it would achieve?*

An easement could be created to formally recognise this agreement. The easement would be imposed on the neighbour's land (the servient land) for the benefit of Landowner C's property (dominant land). It would give Landowner C the

right to use the neighbouring land as additional grazing ground for the wild horses.

*2. Can the restoration purpose be included in the easement? What are the benefits?*

Clearly specifying the restoration and rewilding purposes in the title of the easement helps ensure the agreement aligns with the Landowner C's goals. By including the ecological objective of natural grazing, the easement becomes a legal mechanism for safeguarding the land's ecological function and maintaining continuity of use, even if ownership of the land changes. It also helps to prevent future landowners from altering the use of the servient land in ways that would interfere with the wild horse grazing or ecological integrity of the meadows.

*3. Are there time limits for such an agreement? How long can it remain in place, and does it bind future owners?*

Easements can be perpetual and, once registered, will run with the land, meaning they remain in effect regardless of ownership changes.

Although the right of easement has a perpetual nature, it differs from the perpetual nature of private property rights in that the easement lasts as long as both the dominant and servient tenements exist, and only insofar as no other cause for the termination of the easement arises.

Future owners of the neighbouring land are obliged to allow Landowner C to use the land and to maintain it as a permanent meadow, as specified in the easement agreement.

The perpetual nature of the easement may come to an end if:

- Both areas of land become owned by the same person;
- There's a non-use of the easement for 10 years; or
- The easement becomes unusable or permanently impossible to use.

To ensure that Landowner C's land also remains protected in case of inheritance or sale, it may be advisable to create a superficies right in favour of a rewilding organisation (see subsection 2.2).

*4. What formal steps are required to make easements enforceable?*

For the easement to be enforceable against future owners or third parties it must be created by notarial deed and registered with the Land Registry (see subsection 2.1). This ensures transparency and provides strong legal protection over time. It also helps communicate the rewilding purpose of the land use to new owners and public authorities.

## 2.5 Usufruct right (in Romanian "*drept de uzufructul*")<sup>40</sup>

### What is a usufruct?

Usufruct is the right that allows a person or legal entity (the usufructuary) to fully use, manage, and benefit from property owned by someone else (bare owner), without altering its substance.<sup>41</sup> This means the usufructuary can live on the land, undertake activities such as grazing or forest care, and enjoy any income or benefits it produces, but cannot fundamentally change or dispose of the land itself.

This right also includes the obligation to carry out ordinary maintenance, and the usufructuary is liable for any damage resulting from misuse or negligent management.<sup>42</sup> For more information on third-party liability, see *Rewilding in Romania: Liability to Third Parties, including Neighbouring Landowners*.

### What formalities are required to create a usufruct?

The right may be granted through contract, will, or other legal acts.<sup>43</sup> Usufruct rights must be established by a notarised deed and registered with the Land Registry to be enforceable against third parties (see subsection 2.1).

The usufructuary may transfer their right to another party without the landowner's consent, but this does not extend the original term of the usufruct.<sup>44</sup>

### How long can a usufruct last?

The maximum duration of a usufruct depends on the beneficiary:

- For individuals, the right lasts for the lifetime of the usufructuary<sup>45</sup>;
- For legal entities, the maximum duration is 30 years<sup>46</sup>. The right ends earlier if the entity is dissolved<sup>47</sup>;
- The Civil Code seems to allow successive usufruct rights in favour of different persons, but each new right must be granted to someone already living or legally existing at the time of its creation.<sup>48</sup>

This limited duration means usufruct may not be the best solution for securing land over multiple generations or for long-term ecological outcomes. However, it may suit short to medium-term

rewilding initiatives, such as pilot cases, for instance.

In addition to duration, a usufruct may be extinguished when<sup>49</sup>:

- The usufruct rights and ownership of the land become held by the same person (consolidation);
- The usufructuary renounces the usufruct; or
- The usufruct is not used for 10 years.

### Is usufruct useful for rewilding?

Usufruct rights can be useful for managing land on a temporary basis without needing to purchase it. It may be well suited to projects focused on short to medium term goals, such as habitat maintenance, monitoring, or non-transformative land uses like seasonal grazing.

However, if the rewilding strategy requires permanent or structural changes to the land (e.g. removing artificial drainage, planting trees, or restoring wetlands), usufruct may be too limited, as such actions could be considered to alter the substance of the land, something not allowed under this right.

Furthermore, the usufruct's limited term makes it unsuitable for securing the permanence of rewilding gains, particularly where there is a need to ensure continuity beyond the lifespan of an individual or legal entity.

### Example 4

*Landowner D owns 25 hectares of abandoned pastureland on the edge of a protected natural area. She is interested in promoting biodiversity but does not want to sell or permanently part with the land. A local rewilding organisation proposes to enter into a 25-year usufruct agreement with Landowner D.*

*Before finalising this agreement, Landowner C had initially planned to grant the usufruct to a conservation trust that her daughter intended to set up. However, the trust was not yet legally established at the time the deed was to be signed.*

*Fifteen years into the agreement, Landowner C passes away.*

Under the final agreement, the rewilding organisation (as usufructuary) gains the right to use the land for natural grazing, controlling invasive species, establishing vegetation mosaics with native grasses and shrubs, and monitoring the site's ecological health. These activities are consistent with the scope of usufruct, as they do not alter the land's substance. The rewilding organisation may also generate income, for instance, by hosting guided biodiversity walks.

The death of Landowner C does not affect the usufruct since it was registered with the Land

Registry, and its term was not tied to Landowner C's lifetime but to a fixed term of 25 years. This means that her heirs must respect the right of the rewilding organisation to continue managing the land for the remaining 10 years.

At the end of the 25-year period, the usufruct automatically expires. The organisation must return the land in the agreed condition, and the right to use and benefit from the land reverts fully to Landowner C's heirs. If no new agreement is made, the rewilding work may be discontinued or reversed by the new landowners.

This example illustrates that while usufruct can support rewilding efforts in the short to medium term, it does not offer long-term protection or permanence unless additional legal tools (such as follow-up agreements or easements) are used in combination.

As for the possibility of the conservation trust to be set up by Landowner C's daughter, a usufruct right can only be granted to an existing person or legal entity. Since the trust had not yet been legally established, Landowner C could not create a valid usufruct in its favour. This delay could not only cause complications but also hinder the rewilding effort that the organisation was willing to achieve. This example highlights the importance of legal existence at the time of creation of the right.

|                                          | Ownership                                                                    | Superficies                                                                                      | Easements                                                                                      | Usufruct                                                                                    |
|------------------------------------------|------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>Relevant provisions</b>               | Civil Code, article 555 et seq.                                              | Civil Code, article 693 et seq.                                                                  | Civil Code, article 755 et seq.                                                                | Civil Code, article 703 et seq.                                                             |
| <b>Scope / Content</b>                   | Full control: possess, use, dispose of land. Can pursue any lawful activity. | Right to use surface and subsoil of land, build or maintain plantations without owning the land. | Limited right benefiting one property over another.                                            | Use and benefit from property owned by another without altering its substance.              |
| <b>Entity / Parties</b>                  | Individuals or legal entities                                                | Individuals or legal entities. Agreement with landowner required.                                | Requires ownership of dominant land. Can be agreed or acquired via usucapion.                  | Individuals (for life), legal entities (up to 30 years).                                    |
| <b>Term</b>                              | Perpetual                                                                    | Maximum 99 years. Renewable by agreement.                                                        | Perpetual unless otherwise agreed.                                                             | Lifetime (individuals) or max. 30 years (legal entities).                                   |
| <b>Termination</b>                       | By sale, donation, inheritance, expropriation.                               | Expiry of term, agreement, merger, destruction of works, expropriation.                          | Merger, waiver, expiry, non-use (10 yrs), no utility, expropriation.                           | Expiry of term, death (individuals), dissolution (entities), waiver, misuse.                |
| <b>Payment</b>                           | Usually involves a purchase price.                                           | Can be free or for consideration.                                                                | Typically free or symbolic payment.                                                            | May involve payment or be gratuitous.                                                       |
| <b>Enforceable against third parties</b> | Yes, upon registration in Land Registry.                                     | Yes, upon registration in Land Registry.                                                         | Yes, upon registration in Land Registry.                                                       | Yes, upon registration in Land Registry.                                                    |
| <b>Transferability</b>                   | Freely transferable by the owner.                                            | Transferable with the ownership of the building/works; requires notarisaton.                     | Transfers automatically with dominant/servient land.                                           | Transferable, but term and nature remain fixed (e.g. ends on death if natural person).      |
| <b>Other remarks</b>                     | Most secure and flexible right. Ideal for long-term rewilding.               | Useful for long-term rewilding when purchase isn't possible. Rights can be broad.                | Ideal for connecting parcels and landscape-scale restoration. Must be linked to dominant land. | Useful for temporary management control. Limited in duration and restricts land alteration. |

### 3. What are the existing public law mechanisms to protect wild land? Can they be used to achieve long-term protection?

One of the main public law mechanisms available to protect land, ensure its conservation, and limit human intervention is the establishment of [protected natural areas](#).

The legal framework governing protected areas is set out in Government Emergency Ordinance no. 57/2007 on the regime of protected natural areas, conservation of natural habitats, wild flora and fauna ("**GEO 57/2007**").<sup>50</sup>

Importantly, land can be designated as a protected area regardless of whether it is publicly or privately owned. This means private land can be given protected status and benefit from legal safeguards for nature conservation.<sup>51</sup>

A "protected natural area" is defined as a geographical space with ecological, scientific, or cultural value that benefits from legal protection due to the presence of species of wild flora and fauna, habitats, landscape, geological formations or other natural features. A full list of the protected natural areas in Romania is available [here](#).

Romanian law classifies protected natural areas into four main categories:<sup>52</sup>

- Areas of national interest;

- Areas of international interest;
- Areas of community interest ("Natura 2000" sites); and
- Areas of county or local interest.

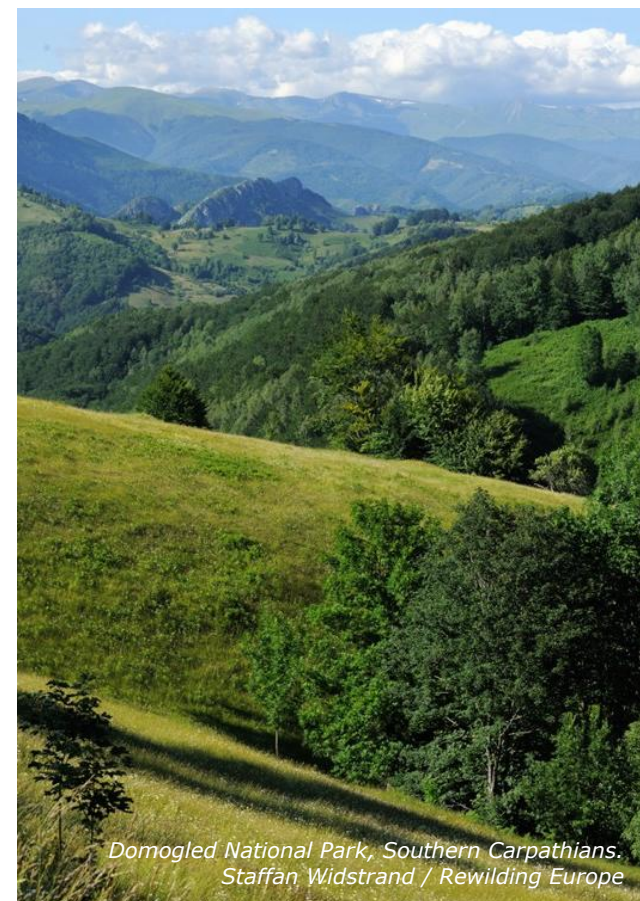
All protected areas must have a management plan.<sup>53</sup> Each category includes specific subcategories, which will be outlined in the next subsections.<sup>54</sup>

#### 3.1 Protected natural areas of national interest

Protected natural areas of national interest are designated and managed to preserve the country's most valuable natural assets. They are classified into five subcategories, each corresponding to an IUCN protected area category<sup>55</sup>, as follows:

- **Scientific Reserves** (IUCN Category I): These areas protect habitats with species of scientific interest. Human activities are generally prohibited except for research, education, and ecotourism, subject to the provisions of the relevant management plans.
- **National Parks** (IUCN Category II): These areas aim to conserve whole ecosystems or representative parts of natural regions and landscapes across the country. Activities

allowed include scientific research, education, recreation, and tourism, provided they comply with conservation objectives and management restrictions.



- **Natural Monuments** (IUCN Category III): These areas protect natural features of exceptional ecological, scientific, or aesthetic value, such as rare species and unique landscapes. Public access may be restricted or regulated, especially where the feature is particularly fragile or vulnerable.
- **Natural Reserves** (IUCN Category IV): These are established to protect important habitats and species. They often have a dominant feature (e.g. botanical, faunal, geologic) and may allow for controlled tourism, education, and scientific activity.
- **Natural Parks** (IUCN Category V): These are protected landscapes where the interaction between humans and nature has created areas of distinct cultural, biological, and or scenic value. They aim to preserve both biodiversity and cultural heritage, while allowing for sustainable use, including tourism and traditional land uses.

### 3.2 Protected natural areas of community interest ("**Natura 2000**" sites)

Natura 2000 is a network of core breeding and nesting sites for rare and threatened species, and some rare natural habitat types which are protected in their own right. It stretches across all 27 EU countries, both on land and at sea.<sup>56</sup>

Its aim is to ensure the long-term survival of Europe's most valuable and threatened species and habitats, listed under both the Birds Directive and the Habitats Directive.<sup>57</sup> Sites are designated as follows:

- Under the Birds Directive, Member States designate Special Protection Areas ("**SPAs**"); and
- Under the Habitats Directive, Member States submit lists of proposed Sites of Community Importance and once adopted, they are designated as Special Conservation Areas ("**SCAs**").

The Natura 2000 framework is extensive and complex. Practitioners need to be aware of significant obligations when land falls within or near a Natura 2000 site, or when, regardless of proximity, a project could have a significant impact on one (for more information see *Rewilding in Romania: Developing Land*).

Whilst Natura 2000 and rewilding often share restoration and conservation goals, Natura 2000 is focused on species (sometimes at the expense of the health of the ecosystem as a whole), and rewilding takes a more holistic view of ecosystem health, even if this means some species may lose favourable conditions to the benefit of the whole.

### 3.3 Protected natural areas of international interests and of county or local interest

Additionally, there are protected areas of international interest. These areas are sites of universal natural heritage; geoparks; wetlands of international importance and biosphere reserves.<sup>58</sup>

Lastly, protected areas of county or local interest are designated within administrative-territorial units, whether public or private domain depending on the specific case. These areas may protect biodiversity, rare species habitats, natural landscapes, geological formations, or cultural heritage elements. However, they are of county or local interest.

### 3.4 How are protected natural areas created?

Any person or legal entity may propose an area for protected status. Proposals should be submitted to the National Environmental Protection Agency ("**ANPM**") or the relevant county environmental protection agency, depending on the location.

It is important to note that it is not mandatory for the proposal to be submitted by the landowner.<sup>59</sup> The protected area status is decided by different levels of authority, depending on the proposed category.<sup>60</sup> For instance, the creation of a protected area of national interest is decided by governmental decision whilst the creation of a protected area of community interest is decided by decisions of the environmental authority.

### 3.5 What are the necessary documents to submit with the proposal?

#### Documents required for the designation of protected areas of national interest<sup>61</sup>

- A scientific study which supports the need for protection;
- A map showing boundaries and land use;
- Proof of legal status and ownership rights;
- For county/local interest areas, decisions of the communal, city, municipal or county council, as the case may be, approving the administrative area that will be part of the protected natural area; and
- The opinion of the Romanian Academy<sup>62</sup>.

#### Documents required for the designation of protected areas of community interest

- A completed Natura 2000 Standard Form<sup>63</sup>; and
- The opinion of the Romanian Academy.

#### Documents required for the designation of protected areas of international interest

- A scientific study supporting the need for protection;
- Proof of international recognition; and

- The opinion of the Romanian Academy.

After submission, the competent environmental authority will notify landowners and administrators and engage relevant stakeholders in consultation.

### 3.6 How are these areas managed?

Protected areas may be located on either public or private land. Management responsibilities fall to public authorities in the relevant region or the ANANP.<sup>64</sup>

ANANP may also enter into partnership agreements with legal entities, including research universities, museums, local public authorities or environmental/conservation NGOs, to manage the protected areas.<sup>65</sup>

#### Example 5

*Landowner E has purchased land that contains one of Romania's remaining old-growth forests. He has no intention of developing or exploiting the land and wants to ensure that its wilderness is preserved even after his death. His concern is that his heirs may not share his conservation vision and might cut down the trees for timber.*

#### *Can public law help Landowner E?*

Landowner E can submit a proposal to the competent authority to designate his property as a protected natural area, under one of the possible categories.

#### *What must Landowner E do?*

Landowner E must follow the procedure described

above (subsection 3.4 and 3.5) and submit the proposal and supporting documents to the relevant environmental authority.

The decision-making body will depend on the category chosen. For example, designating the land as a natural monument would require approval by the government.

#### *Can Landowner E decide how the land is managed?*

Not directly. Protected areas are managed by designated public authorities or the ANPM (see 3.6). Landowner E can propose a rewilding organisation as a partner and if ANANP approves, the organisation could help manage the land in line with rewilding goals.

End Notes:

1. Administrative Code, article 302.
2. Civil Code, article 867.
3. Civil Code, article 874.
4. Recognition as an institution of public utility under Government Ordinance no. 26/2000 requires at least three years of operation, a record of public benefit, partnerships, financial transparency, adequate resources, and endorsement from competent authorities. It unlocks access to public assets (including land) for non-commercial, public interest purposes, such as ecological restoration or rewilding.
5. Constitution of Romania, article 44(2).
6. Constitution of Romania, article 44(7).
7. Civil Code, article 553(1).
8. [Civil Code](#), article 551.
9. Law no. 17/2014 of 7 March, as amended by Law no. 175/2020 of 21 August.
10. Civil Code, article 876(1).
11. Civil Code, article 885.
12. Civil Code, article 876(3).
13. Civil Code, article 888.
14. Civil Code, article 555.
15. Civil Code, article 556 and articles 602-626.
16. Civil Code, article 557.
17. For this way to acquire of property, it may be relevant to note articles 567-601 of the Civil Code,
18. Civil Code, article 930.
19. [Government Ordinance no. 26/2000](#), of 30 January, regarding associations and foundations, article 60(2).
20. Civil Code, article 693.
21. Civil Code, article 693(1, at the end).
22. Civil Code, articles 693(1) and 702.
23. Civil Code, article 578(2).
24. Civil Code, article 697.
25. Civil Code, article 693(2).
26. Civil Code, article 694.
27. Idem.
28. Civil Code, article 695(1).
29. Civil Code, article 698.
30. Civil Code, article 755(1).
31. Civil Code, article 758.
32. Civil Code, article 760.
33. Civil Code, article 761.
34. Civil Code, article 762.
35. Civil Code, article 756.
36. Examples of legal easements can be found in the Civil Code, articles 617-623.

37. Civil Code, article 617 (1)

38. Usucapion (acquisitive prescription) is a legal mechanism through which a person who has exercised factual possession over a right, such as an easement, for a prolonged period of time may acquire that right legally. This applies even if they did not have a formal title when possession began. It is governed by articles 930-934 of the Civil Code. Romanian law distinguishes between two forms of usucapion:

- **Tabular usucapion** applies broadly to all types of easements, including both positive (e.g. rights of way) and negative easements (e.g. restrictions on building).
- **Extra tabular usucapion** applies only to *positive* easements—those that involve active use of the servient property—such as crossing, grazing, or accessing water sources.

According to article 762(2) of the Civil Code, a person may acquire an easement right through usucapion if they have continuously and visibly exercised the right in a manner consistent with its legal characteristics over the required time period, typically 10 years. This reflects the understanding that persistent, peaceful, and uninterrupted use—when matching the nature of a servitude—may give rise to a legally recognised real right.

39. Civil Code, article 770 (1), (2)

40. Civil Code, article 703.

41. See also Civil Code, article 709.

42. Civil Code, article 725. Abuse of use is also a cause for termination of the usufruct: Civil Code, article 747(1).

43. Civil Code, article 704(1).

44. Civil Code, article 714(1)(4).

45. Civil Code, article 708(1).

46. Civil Code, article 708(2)(3).

47. Civil Code, article 746(2).

48. Civil Code, article 704(2).

49. Civil Code, article 746(1).

50. GEO 57/2007 implements into the national legislation the provisions of (i) the Council Directive 79/409/EEC on the conservation of wild birds, as further amended and (ii) the Council Directive 92/43/EEC of 21 May 1992 on the conservation of natural habitats and of wild fauna and flora, as further amended.

51. GEO 57/2007, article 7

52. GEO 57/2007, article 5. Relevant information also available [here](#).

53. The management plans can be found on ANANP's [website](#). All natural areas have management plans.

54. More information in all these areas [here](#), by opening the tabs under "National Network of Protected Natural Areas of Romania".

55. The IUCN categories are used by GEO 57/2007. They are known and used in Romania, e.g. the Environment Ministry published on its site the IUCN Guide, which can be accessed [here](#).

56. Complete information available [here](#).

57. The Birds and Habitats directive are available [here](#) and [here](#), respectively. Both directives were transposed to Romanian law through the GEO 57/20007, as in endnote 50 above.

58. More information on these areas [here](#).

59. GEO 57/2007, article 8(2).

60. GEO 57/2007, article 8(1).

61. GEO 57/2007, article 11(1) and article 8(6).

62. The Romanian Academy (in Romanian, *Academia Romana*) is a research and cultural institute. Its website can be accessed [here](#). The endorsement of the Romanian Academy is a prerequisite of the Government decision, ensuring that proposals are scientifically grounded and meet conservation criteria. Obtaining the endorsement requires detailed documentation, including specialised studies and impact analysis.

63. Please see full text of Natura 2000 Standard Form, as established by the European Commission here – [Natura 2000 Standard Form](#).

64. GEO 57/2007, article 18.

65. GEO 57/2007, article 20.

## Contact Us

More information about rewilding and the issues addressed in this guidance note is available on [The Lifescape Project](#) and [Rewilding Europe](#) websites.

If you have any queries, please contact:



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*This publication does not necessarily deal with every important topic or cover every aspect of the topics with which it deals. It is not designed to provide legal or other advice. You should not assume that the case studies apply to your situation and specific legal advice should be obtained.*