

This table summarises the key characteristics of private law mechanisms as discussed in the main [legal guidance note](#) on this topic.

PORTUGAL

	OWNERSHIP	SUPERFICIES RIGHT	LAND EASEMENTS	USUFRUCT	RURAL LEASES	NON-HOUSING LEASE OVER RURAL LAND
RELEVANT PROVISIONS	Civil Code, Article 1305.	Civil Code, Article 1524 et seq.	Civil Code, Article 1543 et seq.	Civil Code, Article 1439.	Decree-Law No. 294/2009, of 13 Oct.	Civil Code, Articles 1108 et seq.
SCOPE/CONTENT	Full and exclusive control: the right to use, benefit from and dispose of land, within applicable legal limits.	Right to build or maintain works on land belonging to another person, or to plant or maintain plantations on that land. The title must include constructing or maintaining works, or planting or maintaining plantations, on land belonging to another person.	Limited right benefiting one property over another. Scope is defined in the document that creates the easement, or by law.	Use and benefit from property owned by another without altering its substance or economic purpose.	The landlord leases rural property to the lessee for agricultural, forestry or agroforestry purposes, including grazing or other productive activities associated with agriculture, livestock or forestry.	Most features may be freely stipulated by the parties, including purpose, rent, duration, renewal, obligations of the parties and termination.
ENTITY/PARTIES	Individuals or legal entities.	Individuals or legal entities. Agreement with landowner required.	Requires ownership of dominant land. Can be incorporated by agreement, will, adverse possession or “destination of the father of the family”.	Individuals (for life or can be created successively if different persons), legal entities (up to 30 years).	Individuals or legal entities.	Individuals or legal entities.
TERM/HOW IT MAY END	Potentially perpetual, but ownership may pass to another person or entity by sale, donation, inheritance, dissolution of an owning entity, expropriation or other legally recognised means.	May be temporary or perpetual. If perpetual, it may last for as long as its intended purpose remains ongoing. It may end in the circumstances provided by law or by the title creating the right, including expiry of the agreed term, merger of the surface right and ownership in the same person, loss of the land or inability to use it for the agreed purpose, failure to construct/plant or reconstruct/replant within the applicable period, or expropriation in the public interest.	Perpetual unless otherwise agreed, provided the legal requirements for the easement continue to be met. It may end through merger of dominant and servient land, waiver, expiry, or non-use for 20 years.	Lifetime for individuals; maximum 30 years for legal entities. It may end through expiry of the term, death of the individual usufructuary, dissolution of the legal entity, waiver or misuse.	Agricultural leases must last at least 7 years. Forestry leases may last from 7 to 70 years. Leases for exploitation of one or more seasonal crops may last 6 years or less. Rural leases may end by agreement, breach, expiry, opposition to renewal, or early termination in the cases provided by law.	The initial term may not exceed 30 years (renewable). The lease may end by agreement, breach, expiry, opposition to renewal, or early termination under the agreement or applicable law.
PAYMENT	Sale price or other consideration where ownership is acquired by purchase.	May be free or for consideration. If payment is agreed, it may be single or periodic and should be monetary.	May be free or for consideration, depending on the title creating the easement.	May involve payment or be gratuitous.	Rent must be paid annually and should be pecuniary in nature.	Payment may be agreed by the parties. In the absence of agreement, applicable legal rules apply.
THIRD PARTY EFFECT/REGISTRATION		These rights are subject to registration in the Land Registry and, once registered, they are enforceable against third parties.			Rural leases are not subject to land registration, but do not expire solely because of the landlord’s death or transfer of ownership.	Registrable in the Land Registry if the term is longer than 6 years.
TRANSFER/CHANGE OF OWNERSHIP	The land can be sold or otherwise transferred. A future owner may manage it differently.	The superficies right can be transferred, subject to legal formalities and any limits in the title creating it.	The easement stays with the land: it continues to benefit the dominant property and burden the servient property.	Usufruct can be transferred but keeps the same duration and limits.	The land can be sold or transferred, but the rural lease does not end just because the owner changes.	The land can be sold or transferred, but the lease does not necessarily end just because the owner changes. Check the lease terms and applicable rules.
USE FOR REWILDING/KEY CAUTION	Strongest and most flexible long-term option, but future owners may manage the land differently.	Strong long-term option where ownership is not available. Now being tested for rewilding, with registration pending. Still a novel application requiring careful drafting and legal advice.	Useful for access, corridors or connectivity, but must benefit a dominant property.	Useful for temporary management, but limited in duration and restrictive if land alteration is needed.	Useful if rewilding fits agricultural, forestry or agroforestry use, or another productive activity associated with agriculture, livestock or forestry.	Flexible if the rural lease regime does not fit, but temporary and should be carefully drafted.