

After recording, return to:  
[Lori Warner-Dickason  
Oregon Watershed Enhancement Board  
775 Summer St. NE #360  
Salem, Oregon 97301-1290]

**CONSERVATION EASEMENT TEMPLATE**

This Conservation Easement is entered into pursuant to ORS 271.715 to 271.795 this \_\_\_\_ day of \_\_\_\_\_, 2006, between the **INSERT NAME** ( hereinafter “Grantor”) and the State of Oregon, acting by and through its Oregon Watershed Enhancement Board, an agency of the State of Oregon, as holder (hereinafter “OWEB”).

**RECITALS:**

- A. The Grantor is **INSERT TYPE OF ORGANIZATION**;
- B. The Grantor is the sole owner in fee simple of certain real property located in **INSERT COUNTY**, Oregon, described in Exhibit A (“the Property”);
- C. The Property possesses (**SELECT APPROPRIATE**: natural, scenic, educational, recreational), and fish and wildlife habitat values (collectively called “Conservation Values”, as further described in Section 3, below) of great importance to the Grantor and to the citizens of the State of Oregon;
- D. OWEB is an agency of the State of Oregon directed under Article XV, Section 4b of the Oregon Constitution and ORS 541.375(9) to allocate funding for land acquisition projects that, in its judgment, further the goal of protecting and/or restoring wild salmonids, fish and wildlife habitat, watersheds, or water quality in Oregon. Interests in these lands may be held by local, state, and federal agencies, tribes, not-for-profit land conservation organizations and trusts, state institutions of higher education, independent not-for-profit institutions of higher education, or political subdivisions of this state, as long as the entity continues to use the land for the purposes specified under Article XV, Section 4b of the Oregon Constitution;
- E. The Grantor has purchased the Property with funds provided, in part, by OWEB. In exchange for the receipt of such funds, the Grantor has agreed to grant to OWEB a Conservation Casement as provided in this Easement;
- F. OWEB has determined that the acquisition of the Conservation Easement is in the public interest and has publicized and held public meetings in compliance with ORS 271.735;
- G. ORS 541.375(9) requires that real property acquired with funds from the Watershed Improvement Grant Fund be used for purposes specified under Article XV, Section 4b of the Oregon Constitution, attached as Exhibit B;

H. The purpose of this Conservation Easement is to ensure that the Property will continue to be used for purposes specified under Article XV, Section 4b of the Oregon Constitution, in satisfaction of the requirements of ORS 541.375(9), to protect the Conservation Values enumerated in Section 3 of this Easement, and to accomplish the goals described by Grantor in its grant application to OWEB (No. xxx-xxx) on file with OWEB, upon which basis OWEB awarded Grantor funding to assist with acquisition of the Property.

## AGREEMENT

1. Grant of Conservation Easement. In consideration of \$000,000.00 (the “Funds”), and of the mutual promises, terms, conditions, restrictions and undertakings herein set forth, Grantor hereby voluntarily grants and conveys to OWEB a Conservation Easement in perpetuity upon the Property of the nature and character and to the extent hereinafter set forth.

2. Rights of OWEB. To accomplish the purpose of this Easement the following rights are conveyed to OWEB by this Easement:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that, except in cases where OWEB determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, which may be by telephone, and OWEB shall not in any case unreasonably interfere with Grantors’ use and quiet enjoyment of the Property; and
- c. To prevent any activity on or use of the Property that is inconsistent with the purpose or Conservation Values of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Conservation Values. Grantor and OWEB have identified the following specific Conservation Values that shall be preserved, protected, and/or enhanced under this Easement:

- a. Healthy watershed function;
- b. **INSERT** specific habitat types;
- c. **INSERT** specific plant community types;
- d. Native fish and wildlife and their habitat, including:
  - i. **INSERT** specific fish and wildlife species;
- e. **INSERT** specific water quality goals;

4. Permitted and Prohibited Actions. The uses of the Property are limited to those consistent with Article XV, Section 4b of the Oregon Constitution, the Conservation Values listed in

Section 3 of this Easement, and the Approved Management Plan as described in Section 5 below. In general, the Property may be used for **INSERT USES/ACTIVITIES**.

Any activity on the Property, or use of the Property, inconsistent with the purposes of this Conservation Easement or detrimental to the Conservation Values listed in Section 3 is expressly prohibited, and the Grantor agrees not to engage in or permit any such activity or use.

By way of example, the following is a description of activities and uses that are explicitly permitted or prohibited, except to the extent additional specific activities or uses are expressly permitted in the Approved Management Plan or approved in writing by OWEB as described in Section 9 below:

- a. Division. Any division, partition or subdivision of the Property is prohibited.
- b. Commercial Activities. Commercial or industrial activity is prohibited.
- c. Construction. All construction, improvements and/or other man-made modifications such as buildings, structures, fences, roads and parking lots are prohibited, except for:
  - i. Boundary fences that are “wildlife friendly” as defined by the Oregon Department of Fish and Wildlife or a successor agency, providing opportunity for deer and elk ingress and egress.
  - ii. Temporary fences built for the protection of trees and vegetation, including protection from wildlife damage, that are limited to isolated and small areas (individual trees or bushes) or small plantings (less than 1/5 of an acre).
  - iii. Maintenance of existing roads to allow preservation, protection, and/or enhancement of the Conservation Values identified in Section 3 of this Easement.
- d. Vegetation. Any cutting or removal of trees or vegetation is prohibited, except for the purpose of noxious weed control, removal of danger trees, or removal of obstructions to permitted roads.
- e. Land Surface Alteration. Any mining, quarry, gravel extraction, grading, excavation, or alteration of the land surface is prohibited.
- f. Dumping. Waste and unsightly or offensive materials are not allowed and may not be accumulated on the Property.
- g. Water Courses. Natural water courses, lake shores, wetlands or other water bodies may not be altered.
- h. Off-Road Vehicle Use. Except for vehicles needed to facilitate implementation of the Approved Management Plan, motorized off-road vehicles such as snowmobiles, dune buggies, all-terrain vehicles and motorcycles may not be operated on the Property. Bicycles may not be operated on the Property except on existing roads.

- i. Firearms. No shooting of firearms, guns, or rifles for professional or recreational purposes, on or from the Property, is allowed.
- j. Hazardous Materials. Grantor shall not, by any act or omission, cause, contribute to, allow, or exacerbate a release of hazardous substances on or about the Property. As used herein, the term “Hazardous Substances” includes, without limitation, any material or substance that is defined as a “hazardous substance” under any federal, state or local law, oil, asbestos, fertilizers, herbicides, pesticides, and their residues. As used herein, the term “release” includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discarding of barrels, containers and other closed receptacles containing any hazardous substance, but excludes the proper application of fertilizers, herbicide, and pesticide in accordance with all product and manufacturer instructions as to use and application rate and with all applicable laws, rules, and permits.

The Grantor shall promptly notify OWEB of the presence or release of Hazardous Substances in, on, or about the Property, whether caused or discovered by the Grantor or any other person or entity. The Grantor shall take any action required by law to contain, remove, and remediate the Hazardous Substances. In addition, the Grantor shall take all appropriate actions to contain, remove or remediate the Hazardous Substances to the extent necessary to protect the Conservation Values identified in Section 3 this Conservation Easement. The Grantor shall cooperate fully with any investigation, removal or remedial action on or about the Property and shall not hinder or delay entry to, investigation of, or removal or remedial action on the Property by the Environmental Protection Agency, Oregon Department of Environmental Quality, or their authorized representatives.

If Hazardous Substances are found or released on the Property, the Grantor shall keep OWEB informed on a quarterly basis about the progress of any actions to remove, remediate, or contain Hazardous Substances on the Property, or decisions that no removal, remediation or containment will be necessary.

- k. Public and River Access. Limited access for activities sponsored by the Grantor, that doesn't harm the Conservation Values for educational, restoration or monitoring purposes, is permitted. Access not permitted by Grantor and trespass on the Property is prohibited.
- l. Billboards and Signs. Billboards and signs are prohibited. Signs may, however, be displayed to state the name and address of the Property, the owner's name, the area protected by the Easement, prohibition of any unauthorized entry or use, restoration activities implemented, or public access rules. Signs may also be displayed for educational purposes consistent with protection of the Conservation Values described in Section 3 of this Easement.
- m. Domestic, Exotic or Farm Animals. No domestic, exotic, or farm animals of any kind are allowed on the Property unless expressly permitted in writing by OWEB and consistent with preservation, protection, and/or enhancement of the Conservation Values described in Section 3 of this Easement.

## 5. Management Plan.

- a. Grantor shall prepare a proposed management plan that describes the manner in which Grantor commits to enhance, protect and/or preserve the Conservation Values on the Property. The proposed management plan shall address **INSERT**.
- b. Grantor shall submit its proposed management plan to OWEB for approval no later than 18 months after the effective date of the Easement. OWEB may not withhold its approval of a proposed Management Plan unless it, in its good faith opinion, believes: 1) that there are material issues related to the protection, restoration or enhancement of the Conservation Values that are inadequately addressed in the management plan; and 2) that reasonable alternative provisions will result in better protection of the Conservation Values. Should Grantor and OWEB be unable to agree on specific provisions of the Management Plan, the parties agree to utilize the dispute resolution process outlined in Section 7 (a) below.
- c. If Grantor fails to submit an acceptable management plan to OWEB within 18 months after the effective date of the Easement, OWEB will have the right, but not the obligation, to prepare its own management plan, or contract with a third party to prepare an acceptable management plan. Grantor will pay all OWEB costs and expenses for the preparation of such plan. Such remedy shall be in addition to any other remedies provided for in Section 7, below.
- d. After a proposed management plan has received final approval by OWEB, or has been prepared by OWEB pursuant to Section 5 (c) above, (the "Approved Management Plan"), Grantor will manage the Property in a manner consistent with the terms of the Approved Management Plan and this Conservation Easement.
- e. After the initial Management Plan has been submitted to and approved by OWEB, subsequent amendments or updates may be necessary. Proposed changes to an Approved Management Plan shall be submitted to OWEB in writing. OWEB shall have 60 days to review, and comment on the proposed changes. OWEB shall approve or disapprove the proposed amendment or update according to the standards set forth in Section 5 (b) above. If, at the end of 60 days, Grantor has not received notification of OWEB's approval or disapproval of the proposed changes, the proposed changes shall be deemed denied. Should Grantor and OWEB be unable to agree on specific provisions of the amended Management Plan, the parties may utilize the dispute resolution process outlined in Section 7 (a) below.

6. Duration, Burdens, and Benefits. The covenants and restrictions of this Conservation Easement are binding on the Grantor and its successors and assigns, and shall run with the Property in perpetuity. The benefits of this Conservation Easement are in gross and are assignable, but only to an eligible holder specified in ORS 271.725(1).

## 7. OWEB's Remedies.

- a. It is the desire of the parties to meet to discuss and amicably resolve any disputes or disagreements. Such efforts may lead to formal mediation. If the parties agree to pursue

mediation, they shall select a mutually acceptable qualified third party mediator and each party shall share the costs of mediation equally. However, if OWEB in its good faith discretion determines that informal dispute resolution or mediation may not be fruitful or may otherwise threaten the Conservation Values, OWEB may at any time pursue the following remedies.

- b. **Notice of Violation; Corrective Action.** If OWEB determines that a violation of the terms of this Easement has or may have occurred or is threatened, OWEB shall give written notice to the Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement or the Approved Management Plan, restoration of the portion of the Property so injured to its prior condition in accordance with a plan approved by OWEB.
- c. **Management Plan.** If an Approved Management Plan is not adopted within 18 months of the effective date of this Easement, or if the Grantor fails to properly implement the Approved Management Plan, then OWEB will have the right, but not the obligation to:
  - i. Prepare a management plan as provided in Section 5 (c), above;
  - ii. Perform, or cause to be performed, the obligations under the Approved Management Plan, in which case 1) the Grantor will reimburse OWEB for all costs incurred thereby; and 2) grant to OWEB or its designees a license to enter the property and perform the duties under the Approved Management Plan; and/or
  - iii. Require the Grantor to repay to OWEB the grant amount (\$000,000), which shall bear interest from the effective date of this Agreement at the rate provided for in OAR Chapter 695, as amended from time to time. Upon repayment to OWEB, OWEB will release this Conservation Easement and the Grantor's obligations hereunder.
- d. **Legal Action.** If the Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from OWEB, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such violation within the thirty (30) day period, or fails to continue diligently to cure such violation within the thirty (30) day period, or fails to continue diligently to cure such violation until finally cured, OWEB may alternatively:
  - i. Bring an action in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury; or
  - ii. Bring an action to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values.

- iii. In addition, OWEB shall be entitled to recover damages for costs or expenses incurred due to the failure of the Grantor to perform its obligations under the Approved Management Plan.
- e. Emergency Enforcement. If OWEB, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, OWEB may pursue its remedies under this Section 7 without prior notice to the Grantor or without waiting for the period provided for cure to expire.
- f. The parties stipulate and agree that OWEB has acquired this Conservation Easement for the purpose of providing protection of the Conservation Values listed herein, and that this interest can not be adequately compensated in money damages. As such, the Grantor agrees that OWEB's remedies at law for any violation of the terms of this easement are inadequate and that OWEB shall be entitled to the equitable relief described in Section 7 (c) (i) (both injunctive and specific performance), in addition to the other remedies listed in Section 7 (c) (ii) and (iii).
- g. Liquidation Value. The parties stipulate and agree that OWEB has an interest in the real property that has a monetary value to be established as set forth below (hereinafter referred to as the "Liquidation Value"):
  - i. Establish the fair market value of the Property, as if unencumbered by the Conservation Easement, and unencumbered by any other lien or mortgage on the property ("the Gross Fair Market Value").
  - ii. Subtract from the Gross Fair Market Value the value (if any) of any capital improvements that have been made upon the Property by the Grantor after the date the Conservation Easement was recorded, provided such improvements are otherwise permitted pursuant to Section 4 above ("the Net Fair Market Value"),
  - iii. Multiply the Net Fair Market Value by \_\_% (which constitutes the percentage of the consideration paid for this Easement of the total fair market value of the Property at the time of the grant).

Notwithstanding any other provision of this Section 7, the parties agree that OWEB shall have the option of seeking as a remedy the recovery of the Liquidation Value, in the event OWEB, in its good faith opinion, determines that the purposes of this Easement can no longer be realized. Upon payment of the Liquidation Value to OWEB, OWEB shall execute and record a document terminating this Conservation Easement.

- h. Remedies Cumulative. OWEB's remedies described in this Section 7 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.
- i. Attorney Fees. In any action or suit to enforce any right or remedy under this Agreement the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. OWEB's obligation under this Section 7 is subject to the limitations of Article XI, section 7 of the Oregon Constitution.
- j. Forbearance. Forbearance by OWEB to exercise its rights under this Easement in the event of any breach of any term of this Easement by the Grantor shall not be deemed or construed to be a waiver by OWEB of such term or of any subsequent breach of the same

or any other term of this Easement or of any of OWEB's rights under this Easement. No delay or omission by OWEB in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.

- k. Waiver of Certain Defenses. The Grantor hereby waives any defense of laches, estoppel, or prescription.
- l. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle OWEB to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, natural earth movement, and trespassers. In addition, the Grantor shall not be responsible for any prudent action, taken by the Grantor under emergency conditions, to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

8. Rights of Action Against Third Parties. OWEB may bring any action it deems necessary or prudent against third parties if, in its good faith judgment, it believes such third parties' actions may impair the Conservation Values identified in Section 2 above.

9. Notice and Approval.

- a. Notice. For purposes of this agreement, notices may be provided to either party, by personal delivery or mailing by First Class Mail a written notice to that party at the address shown below, or at such other address as a party may instruct by notice given the other pursuant to this paragraph. Service will be complete upon the earlier of delivery or 2 business days after depositing the properly addressed notice with the U.S. Postal Service with sufficient postage.

GRANTOR:

Name  
Organization  
Street Address  
City/State/Zip  
Phone

OWEB:

Executive Director  
Oregon Watershed Enhancement Board  
775 Summer Street NE, Suite 360  
Salem, OR 97301-1290  
(503) 986-0178

- b. Notice to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify OWEB prior to undertaking certain activities, as provided in Section 4, is to afford OWEB an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify OWEB in writing not less than seventy-five (75) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit OWEB to make an informed judgment as to its consistency with the purpose of this Easement.
- c. OWEB's Approval. Where OWEB's approval is required, unless otherwise described, OWEB shall grant or withhold its approval in writing within 60 days of receipt of Grantor's written request therefor. OWEB's approval may be withheld only upon a good faith determination by OWEB that the action as proposed would be inconsistent with the

purpose of this Easement. If, at the end of 60 days, Grantor has not received notification of OWEB's approval or disapproval, the request shall be deemed denied.

10. Maintenance or Repair, Taxes or Assessments. OWEB shall have no obligation or liability for maintenance or repair of the Property, or for the payment of any real estate taxes or assessments levied on the Property.

11. Indemnification. The Grantor shall defend, save, hold harmless and indemnify OWEB and the State of Oregon and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Grantor or its officers, employees, subcontractors or agents on the Property.

To the extent permitted by Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300, OWEB shall defend, save, hold harmless, and indemnify the Grantor, its officers, employees and agents, from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses for personal injury (including death), and damage to real or tangible personal property resulting from, arising out of, or relating to the activities of OWEB or its officers, employees, subcontractors or agents on the Property.

12. Representations and Warranties. Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

- a. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Property;
- b. There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;
- c. Grantors and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use;
- d. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- e. No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

- f. There are no liens or easements on the property that would allow activities inconsistent with protection of the Conservation Values.

13. Control. Nothing in this Easement shall be construed as giving rise, in the absence of a judicial decree or judgment providing otherwise, to any right or ability in OWEB to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantors' activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or ORS 465.255.

14. Severability. In the event any provision of this Conservation Easement is determined by a court to be void and unenforceable, all other terms of this Conservation Easement shall remain valid and binding.

15. Assignment or Disposal. The Grantor may not assign or transfer its rights or delegate its responsibilities under this Conservation Easement or sell, lease, exchange, or otherwise dispose of the Property without prior written approval from OWEB, which approval shall not be unreasonably withheld. Once noticed, the OWEB Board will consider transfer of the interest in land acquired with OWEB's assistance at the next regularly scheduled public business meeting according to the criteria specified in OAR Chapter 695, as amended from time to time. Such approval will not be granted if a profit, as defined by OWEB in OAR Chapter 695, as amended from time to time, will result from conveyance of the Property. If Grantor plans to grant additional conservation easements on the Property, Grantor must provide thirty (30) days notice of the proposed easement to OWEB, and an opportunity to consult on the proposed easement language.

16. Modification. This Conservation Easement may not be modified, changed, amended, deleted or eliminated without the express written consent of both parties, their successors or assigns.

17. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and OWEB shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. As between Grantor and OWEB, OWEB shall be entitled to receive the Liquidation Value of the property condemned (as such term is defined in Section 7 (g)) except that the term "Property" in that section shall refer only to the property area being condemned. All expenses reasonably incurred by Grantor and OWEB in connection with the taking or in lieu purchase shall be paid out of the amount recovered.

18. Oregon Law: This Conservation Easement will be construed in accordance with Oregon Law.

19. Liberal Construction: This Conservation Easement shall be liberally construed in favor of maintaining the Conservation Values of the Property, as described in Section 3, above.

IN WITNESS WHEREOF, the Grantor and OWEB have executed this Conservation Easement on this \_\_\_\_ day of \_\_\_\_\_, 2006.

Accepted by INSERT as Grantor:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF OREGON )

) ss.

County of \_\_\_\_\_ )

The foregoing instrument is acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, of \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My commission expires: \_\_\_\_\_

Accepted by OWEB as Grantee:

**By:** \_\_\_\_\_

**Its: Executive Director**

STATE OF OREGON )

) ss.

County of \_\_\_\_\_ )

The foregoing instrument is acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_, of \_\_\_\_\_, on its behalf.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My commission expires: \_\_\_\_\_

**EXHIBIT A**  
Property Description

INSERT

**EXHIBIT B**  
Oregon Constitution Article XV

Section 4b. Use of net proceeds from state lottery for salmon restoration and watershed and wildlife habitat protection. Moneys disbursed for the public purpose of financing the restoration and protection of wild salmonid populations, watersheds, fish and wildlife habitats and water quality from the fund established under Section 4 of this Article shall be administered by one state agency. At least 65 percent of the moneys will be used for capital expenditures. These moneys, including grants, shall be used for all of the following purposes:

- (1) Watershed, fish and wildlife, and riparian and other native species, habitat conservation activities, including but not limited to planning, coordination, assessment, implementation, restoration, inventory, information management and monitoring activities.
- (2) Watershed and riparian education efforts.
- (3) The development and implementation of watershed and water quality enhancement plans.
- (4) Entering into agreements to obtain from willing owners determinate interests in lands and waters that protect watershed resources, including but not limited to fee simple interests in land, leases of land or conservation easements.
- (5) Enforcement of fish and wildlife and habitat protection laws and regulations.

[Created through initiative petition filed March 11, 1998, and adopted by the people Nov. 3, 1998]