

Return to:

Washington Department of Fish and Wildlife  
ATTN: Contracts and Purchasing  
600 Capitol Way N.  
Olympia WA 98501-1091



201408260022

Skagit County Auditor

\$78.00

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7 10:30AM

Document Title: Fencing Agreement/Owner Cost-Share

Reference Number: \_\_\_\_\_

Grantor(s)

1. BERGER JESSE F & EDWARD CAROL L

Grantee(s)

1. State of Washington, Department of Fish and Wildlife

Legal Description (lot, block and plat name or section, township, range):

Township 35, Range 9, Section 34

Assessor Parcel/Tax ID Number:

1. P44965

2. P44999

3. P45000

WASHINGTON STATE  
DEPARTMENT OF FISH AND WILDLIFE  
FENCING AGREEMENT/OWNER COST-SHARE

WDFW No. 14.  
1261

THIS AGREEMENT is between the STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW", and **Jesse Berger and Carol Edward** whose address is **51497 Concrete-Sauk Valley Rd. Concrete WA 98237**, Hereinafter referred to as "LANDOWNER". For and in consideration of the following covenants contained herein and pursuant to the authority set forth in RCW 77.12.260, WDFW hereby agrees to provide materials necessary to construct a deer/elk fence on the LANDOWNERS property. Said fence is located in Skagit County and crosses the following lands, owned by the LANDOWNER, and as shown in EXHIBIT "A" attached hereto. The property is located at:

TOWNSHIP: T35 RANGE: R9 SECTION(S): 34

SUBJECT TO THE FOLLOWING MUTUALLY AGREED TERMS AND CONDITIONS:

1. WDFW shall provide materials as identified in EXHIBIT "C" attached hereto to be utilized by LANDOWNER in the construction of said elk/deer fence. **Approximately 5,547 Feet of Fencing Materials**
2. LANDOWNER agrees to utilize fencing materials provided by WDFW solely for the purpose of constructing and/or reconstructing elk fence on LANDOWNER'S property as shown in EXHIBIT "A" attached hereto.
3. LANDOWNER agrees to utilize fencing materials within a six month period from date of delivery. Exception to the time frame may be made in writing by the Director or his Designee.
4. Any and all materials not utilized by LANDOWNER as per this agreement, shall revert to ownership of WDFW and will be picked up by WDFW and returned to the State of Washington.
5. LANDOWNER shall construct said fence within accepted guidelines as furnished by WDFW as shown in EXHIBIT "B" attached hereto. LANDOWNER may submit his/her own guidelines for acceptance by WDFW. Special allowances for variations may be made by the Director or his Designee. Upon completion of said fence by LANDOWNER, it will be inspected by WDFW to ensure the fence was constructed within established criteria and signed off on by WDFW.
6. Upon completion of said fence, it shall become property of the LANDOWNER. LANDOWNER shall be responsible for all maintenance of the fence up to the first \$200 yearly spent for maintenance materials. If WDFW has received funding for a maintenance program, the agency will then provide maintenance materials above and





The parties hereto have executed this agreement as below subscribed.

LANDOWNER(S)

1/27/14  
DATE

[Signature]  
LANDOWNER

1/27/14  
DATE

[Signature]  
LANDOWNER

WASHINGTON DEPARTMENT OF FISH & WILDLIFE

1/27/2014  
DATE

[Signature]  
WDFW Representative

5/8/14  
DATE

[Signature]  
WDFW CONTRACTS OFFICER  
Jeffrey R. Huddah  
Contracts and Purchasing Manager

STATE OF WASHINGTON )

COUNTY OF Skagit )

) ss.

On this day personally appeared before me Carol Edward and Jesse Beer, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

DATED: 01/27/14

[Signature]  
NOTARY PUBLIC FOR THE STATE OF WASHINGTON

MY APPOINTMENT EXPIRES: 09/28/17



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EXHIBIT  
A

**Berger Property**  
~5,300 ft  
38 acres



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**EXHIBIT B**

**Deer/Elk Woven Wire Exclusion Fence Specification**

**Materials:**

- Line Posts -Round, treated 10 ft. wood posts with a minimum of a 6 in. diameter.
- Corner Posts and Gate Posts - Round, treated 10 ft. wood posts with a minimum of a 7 in. diameter.
- Brace Posts – 7" x 10' Treated round posts.
- Wire – Fixed knot game fencing. Bottom to top spacing 3"3"3"3"3"3"4"4"5"5"6"6"6"7"7"7"x12"  
Red Brand 4-Pt. Ruthless Barbed wire.
- Additional Hardware -
  - Grip-twister tall wires 1.0-3.2mm
  - Gripple T-clip 10-15-gauge
  - Medium gripple 10-14 gauge wire
  - Wire tightener/strainers
  - 5/16" x 4" eye lag screws
  - 3/8" x 12" galvanized nails
  - 1.5" barbed staples
  - 2" staples

**Deer/Elk Woven Wire Exclusion Fence Installation Description:**

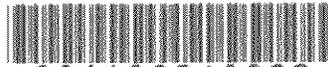
- Line posts cemented every 20 feet. 1 90lb bag of cement per post.
- Brace posts cemented 10 feet apart. 2 90lb bags of cement per post.
- Distance between braces should not exceed 660 ft.
- Corner posts, gate posts, and braces will be driven a minimum of 36 in. in the ground.



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EXHIBIT C

WOVEN WIRE DEER/ELK EXCLUSION FENCE MATERIALS LIST		BERGER PROJECT	
ITEM #	PRODUCT	QTY WANTED	STD PACK ORDER
1	Deer Fence 75" X 330' W/12" Wire	19	1
2	12.5 Gauge 1320' 2 Pt. Barbed Wire Role	10	1
3	7-8" X 12' Treated Round Post	75	1
4	6-7" X 10' Treated Round Post	280	1
5	10lb 2" Staple Bucket	3	1
6	50lb 1.5" Barbed Staple Box	1	1
7	3/8" X 12" Galvanized Nail	100	50/box
8	5/16" X 4" Eye Lag Screws	19	1
9	DARE Wire Tightener/Strainer	61	1
10	Medium Gripple 10-14 Gauge Wire	204	1
11	Gripple T-Clip 10-15 Gauge	500	1
12	Grip Twister Tail Wires 1.0-3.2mm	500	1



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