

Return to:

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



201408260023

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Document Title: Fencing Agreement/Owner Cost-Share

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

Grantor(s)

1. CARSTENS JAMES B & CARSTENS FRANCES J

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 7, Section 14

Assessor Parcel/Tax ID Number:

1. P112836
2. P42652
3. P120000
4. P42558

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

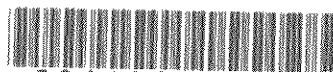
WDFW No.  
14-1260

**THIS AGREEMENT** is between the STATE OF WASHINGTON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW", and **Jim and Frances Carstens** whose address is **8205 Lena Ln. 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 an 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 35 RANGE 7 SECTION(S) 14**

**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 fence. **Approximately 10,500 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 <sup>1 year</sup> ~~six month~~ period from date of delivery. Exception to the time frame may be made in writing by the Director or his Designee. *HC* *OK* *JTB*
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 beyond LANDOWNER'S obligation. If no funding is received for the "maintenance program", maintenance becomes the sole responsibility of the said LANDOWNER.



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7. LANDOWNER shall hold WDFW, its agents and employees, free and harmless from any claims of liability for loss or damage to property or injury to persons resulting from, or in any way connected with the exercise of the rights and privileges herein granted (material provision).
8. LANDOWNER agrees to waive all claims of elk and/or deer damage and permit issuance for the entire 15 year Term of this Agreement.
9. Any notice required by this Agreement shall be sent certified mail/return receipt requested, to the parties at the address set below.

**Landowner**    **Jim and Frances Carstens**  
8205 Lena Lane  
Concrete WA 98237

**WDFW**    **Washington Department of Fish and Wildlife**  
**Attn: Wildlife Conflict Specialist**  
**PO Box 1100**  
**La Conner WA 98257**

10. Special conditions and/or considerations granted under this agreement are as follows:
- a. Unpreventable ingress of elk into the fenced lands may be addresses by WDFW upon notice from LANDOWNER, on a case by case basis.
  - b. WDFW recognizes that the materials and specifications set forth in Exhibits "B" and "C" are experimental. If LANDOWNER documents and reports a failure of the materials or specifications, WDFW may work with the LANDOWNER to correct the failure subject to available funding. Such actions may only be reported and corrected within the first 5 years of the term of this Agreement. All actions may be subject to WDFW approval.
  - c. In the event the fence becomes significantly damaged due to flood or fire, WDFW will provide materials to repair the fence in accordance with Paragraph 6 above.



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The parties hereto have executed this agreement as below subscribed.

1/30/2014  
DATE

James Carter  
LANDOWNER

WASHINGTON DEPARTMENT OF FISH & WILDLIFE

1/30/2014  
DATE

BLW  
WDFW Representative

5/9/14  
DATE

Jeffrey R. Hugdahl  
WDFW CONTRACTS OFFICER

Jeffrey R. Hugdahl  
Contracts and Purchasing Manager

STATE OF WASHINGTON )

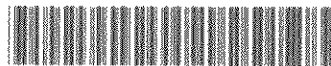
COUNTY OF Skagit ) ss.

On this day personally appeared before me m/m Carstens, 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: January 30, 2014

James D. Miller  
NOTARY PUBLIC FOR THE STATE OF WASHINGTON

MY APPOINTMENT EXPIRES: July 25, 2015



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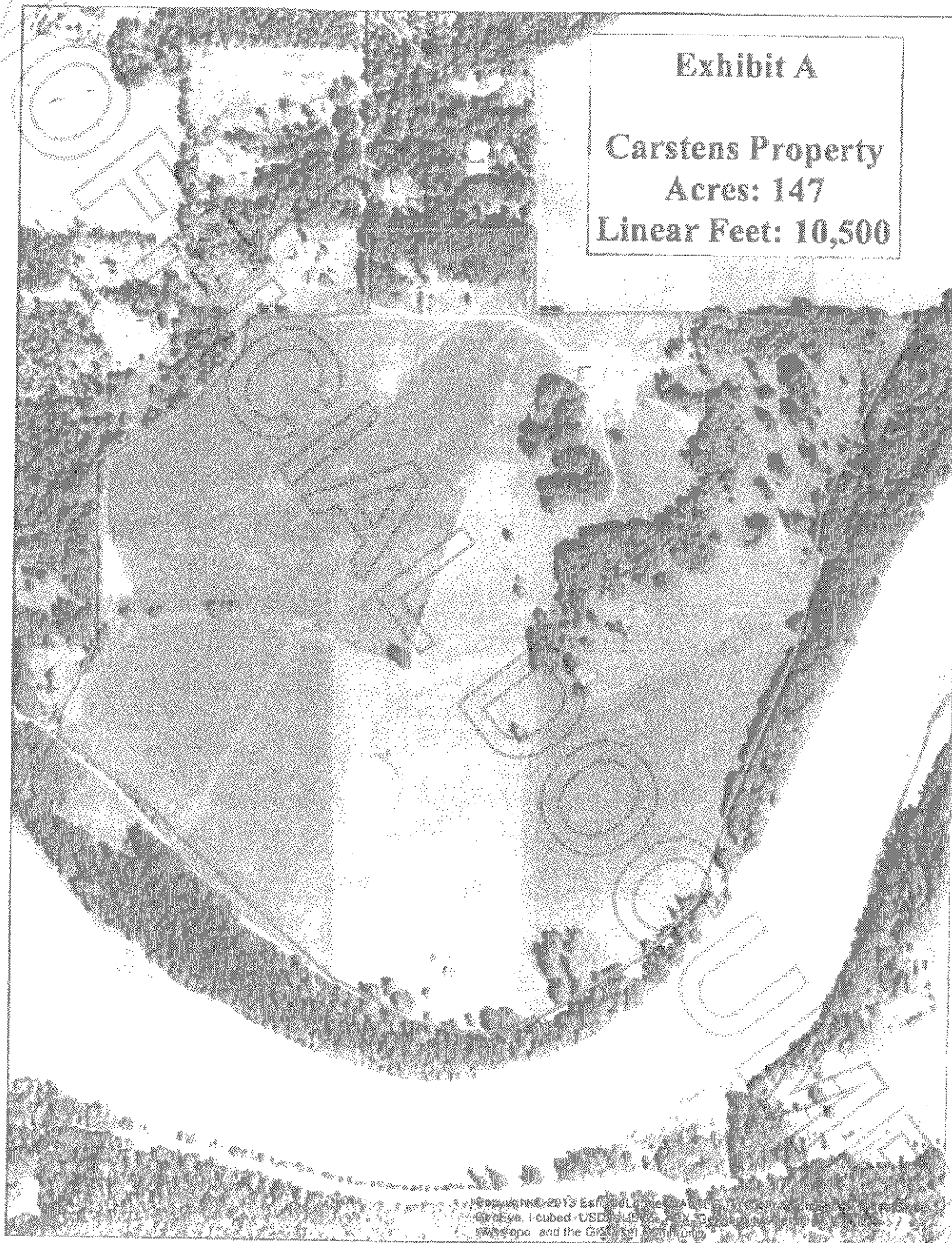
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## Exhibit A

**Carstens Property**

**Acres: 147**

**Linear Feet: 10,500**



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## EXHIBIT B

### Seven Wire Elk Exclusion Electric Fence

#### Materials:

- Line Posts - Round, treated 10 ft. wood posts with a minimum of a 5 in. diameter.
- Corner Posts and Gate Posts - Round, treated 10 ft. wood posts with a minimum of a 6 in. diameter.
- Line Stays - 10 ft. metal T-Post. All line stays will be driven a minimum of 36 in. in the ground.
- H-Braces - Posts - Two 6 - 7 in. x 10 ft. treated wood posts driven a minimum of 36 in. in the ground.
  - Rail - One 4 in. x 10 ft. treated wood post. Connecting posts at a minimum of 37 in. above ground.
- Wire - 12.5 gauge high tensile wire.
- Additional Hardware - Permanent wire tightener
  - Joint clamps
  - Porcelain insulators
  - Pinlock insulators or flat back tube insulator for wood posts
  - Pinlock T-post insulators
  - Brace pins (10 in.) for H-braces
  - Insulated wire strainers
  - Wrap around corner insulators (optional)
  - Tension springs (optional for short runs)
  - Staples

#### 7-strand Elk Exclusion Fence Installation Description:

- Attach bottom wire 12 in. from the ground and 10 in. between remaining 6 wires.
- All wood posts will be equipped with pinlock plastic insulators or flat back tube insulators and all t-posts with pinlock plastic insulators.
- All wires will be equipped for electricity.
- Distance between H-Braces should not exceed 660 ft.
- 10 ft. metal T-posts driven into ground every 20 ft. between wooden line posts set every 100 ft. apart.
- Corner posts, gate posts, and H-braces will be driven a minimum of 36 in. in the ground.



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EXHIBIT C				
7 WIRE ELK EXCLUSION FENCE MATERIALS LIST				
CARSTENS PROPERTY				
ITEM #	PRODUCT DESCRIPTION	QUANTITY	STD PACK	ORDER
1	PT WOOD POSTS 6"-7" X 10' BLUNT	111		111 EA
2	PT WOOD POSTS 5"-6" X 10' POINTED	82		82 EA
3	PT WOOD POSTS 3.5"X10' CD BLUNT	64		64 EA
4	10' T-POSTS 1.25#	417		417 EA
5	HT CL3 GALV SMOOTH WIRE 12.5GA	20	100#	20 EA
6	HT 4" TUBE INSULATORS	574	200/BOX	3 PK
7	T-POST PINLOCK INSULATORS	2982	25/PK	120 PK
8	INSULATED WIRE STRAINER	91	20/CS	91 EA
9	BULLNOSE STRAIN INSULATOR PORC.	91	10/PK	10 PK
10	10" GALV BRACE PIN	136	5/PK	28 PK
11	JOINT CLAMP L SHAPE	136	25/PK	6 PK
12	QUIKRETE CONCRETE 60#	148		148 EA
13	ENERGIZER GALLAGHER M1000	1	EA	1 EA
14	HIQUAL SUPER SIX GATE 12'	2	EA	2 EA



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ITEM #	PRODUCT DESCRIPTION	QUANTITY	STD PACK	ORDER
	HIQUAL SUPER SIX GATE 16'	2	EA	2EA
15	ELECTRIC BUNGY GATE 20'	1	EA	1 EA
16&17	UNDERGROUND CABLE 12.5 GA	400'		400 FT
18	BARBLESS BARB WIRE 1320'	1		1 ROLL



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