



RETURN ADDRESS

Washington Department of Fish and Wildlife
Attn: Contracts and Purchasing
PO Box 43135
Olympia, WA 98504-3135

Document Title(s)

FENCING COST SHARE AGREEMENT

Reference Number(s) of related documents

WDFW No. 19-13493

Grantor(s)

Dampier Vineyards

Grantee(s)

STATE OF WASHINGTON, DEPARTMENT OF FISH AND WILDLIFE

Assessor's Property Tax Parcel/Account Number

03102130040000

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



Washington
Department of
**FISH and
WILDLIFE**

WDFW Contract# 19-13493
DPCA # _____
(As Required)

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

THIS FENCING COST-SHARE AGREEMENT ("Agreement") is between the STATE OF WASHINGTON, DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as "WDFW;" and Dampier Vineyards, 11151 Cook-Underwood Road, Underwood, Washington 98651, hereinafter referred to as "LANDOWNER". For and in consideration of the following covenants contained herein and pursuant to the authority set forth in RCW 77.36.100, WDFW hereby agrees to provide materials and/or services necessary to construct a wildlife damage mitigation fence ("Fence") on the LANDOWNER'S property. The Fence is located on and crosses lands owned by the LANDOWNER, and as shown in EXHIBIT "A" (Property Map) attached hereto. The property is located at:

Parcel Number(s): 03102130040000
County: Skamania
GMU(s): 574

SUBJECT TO THE FOLLOWING MUTUALLY AGREED TERMS AND CONDITIONS:

1. WDFW shall provide the materials/services identified in EXHIBIT "B" (Fence Materials/ Services Provided by WDFW) attached hereto to be utilized by the LANDOWNER in the construction of the Fence described below:

Approximate distance of fencing: 1,260

Estimated cost of materials: \$7,000.00

Services provided by WDFW: WDFW will deliver/have delivered the materials listed to the fence construction site.
2. The LANDOWNER agrees to utilize fencing materials provided by WDFW solely for the purpose of constructing and/or reconstructing the Fence on LANDOWNER'S property as described in this Agreement.
3. The LANDOWNER agrees to utilize these fencing materials/services within a six month period from date of material delivery. An exception to this time frame may be made in writing by the WDFW Director or his/her designee. Ownership of any and all materials provided to but not utilized by the LANDOWNER for Fence construction shall revert back to WDFW and will be picked up by WDFW.
4. The LANDOWNER shall construct the Fence within accepted guidelines as shown by EXHIBIT "C" (Fence Guidelines). The LANDOWNER may submit his/her own guidelines for acceptance by WDFW. Special allowances for variations may be made by the WDFW Director or their designee. Upon completion of the Fence by the LANDOWNER and/or WDFW, it will be inspected by both WDFW and LANDOWNER to ensure the fence was constructed within established criteria and accepted by WDFW and LANDOWNER.
5. All fencing materials provided by WDFW remain the property of WDFW for the sole purpose of recovery in the event of a catastrophic loss; and therefore may not be sold bartered or traded for the

duration of this Agreement. Upon completion of the Fence, the LANDOWNER shall be responsible for all maintenance (including labor and materials) of the Fence henceforth.

6. This Agreement, in its entirety, shall be deemed a covenant running with the land, binding upon the LANDOWNER, heirs, successors, lessees and assigns and shall be recorded with the County Auditor's Office for a period of 15 years from the date this Agreement is executed.
7. The 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.
8. The LANDOWNER agrees to waive all claims of crop damage and permit issuance for the property described herein for the entire term of this Agreement.
9. Within the first year after the completion of the Fence, if the 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. All such corrections are subject to WDFW approval.
10. Any notice required by this Agreement shall be sent certified mail/return receipt requested, to the parties at the address set below.

For the LANDOWNER:

Dampier Vineyards
11151 Cook-Underwood Road
Underwood WA 98651
(509) 493-8628

For WDFW:

Washington Department of Fish and Wildlife
Attn: Wildlife Conflict
PO Box 43141
Olympia, WA 98504-3141

This Agreement may be amended by mutual agreement of WDFW and the LANDOWNER. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

FOR THE LANDOWNER:

Signature

9/24/19
Date

Paul Huber OWNER
Printed Name/Title

FOR WDFW:

Signature

Date

Jeffrey R. Hugdahl
Contracts and Purchasing Manager
Printed Name/Title

9/30/19

NOTARY ACKNOWLEDGEMENT FOR THE LANDOWNERS:

STATE OF ~~WASHINGTON~~ ^{OR} Oregon
COUNTY OF Hood River

I certify that I know or have satisfactory evidence that Paul Eugene Huber is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/30/2019

[Signature]

NOTARY PUBLIC SIGNATURE



MY APPOINTMENT EXPIRES: March 28, 2023

NOTARY ACKNOWLEDGEMENT FOR THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE:

STATE OF WASHINGTON
COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that Tiffany R. Hugdahl is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Contracts Manager of the Washington Department of Fish and Wildlife to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-14-19

[Signature]

NOTARY PUBLIC SIGNATURE

MY APPOINTMENT EXPIRES: 1-10-21

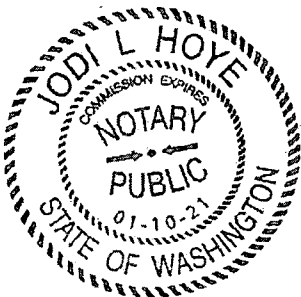


Exhibit A

Property Map

Any maps that would be considered Exhibit A and made part of this Agreement are located with the Washington Department of Fish and Wildlife's Contracts Office.

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Copy

Fence Materials/Services Provided by WDFW

1. Description of Fencing Materials provided by WDFW:

(150) Pressure treated wood posts, 12' long, 4" top and 5" butt
(35) Pressure treated wood posts, 12' long, 6" top and 7" butt
(8) Rolls galvanized woven wire, 4' tall, 330'/roll
(25) Pounds (approx.) fencing staples
(4) Pounds (approx.) hog rings

2. Description of Services provided by WDFW:

WDFW will deliver/have delivered the materials listed to the fence construction site.

3. Other Information regarding this Agreement:

Landowner will provide labor and/or labor costs for fence installation.

Fence Guidelines

Fence guidelines that would be considered Exhibit C and made part of this Agreement are located with the Washington Department of Fish and Wildlife's Contracts Office.

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