



RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

FOSTER GARVEY P.C.
618 West Riverside Avenue
Suite 300
Spokane, WA 99201
Attention: William Lenz

ACCESS EASEMENT AGREEMENT

GRANTOR: **CHARLES W. RUCHERT and SANDRA M. RUCHERT, a married couple**

GRANTEE: **MICHAEL C. STRATTE & ALYSON N. STRATTE, a married couple**

ABBREVIATED LEGAL DESCRIPTION: Gov. Lots 3 & 4 Ex. S. 330 ft of Lot. 4 of SW $\frac{1}{4}$ of Sec. 30, T. 24 N., R. 45 E., and the W 360 ft of the E $\frac{1}{2}$ of SW $\frac{1}{4}$ of Sec. 30, T. 24 N., R. 45 E.

ASSESSOR'S TAX PARCEL NOS.: 54303.9023; 54303.9014

R. E. Excise Tax Exempt

Date 10/17 20 23

Spokane County Treas.

By jaw

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement (this “**Agreement**”) is made this ____ day of _____, 2023, by CHARLES W. RUCHERT & SANDRA M. RUCHERT, a married couple (collectively, “**Ruchert**”), MICHAEL C. STRATTE & ALYSON N. STRATTE, a married couple (collectively, “**Parcel A Owner**” and “**Parcel B Owner**”).

RECITALS:

A. Ruchert is the owner of that certain property located in Spokane County, Washington depicted as “Parcel 54303.9014” in Exhibit A and legally described in Exhibit B, which Exhibits are attached hereto and incorporated herein (the “**Ruchert Property**”).

B. Parcel A Owner is the owner of that certain property located in Spokane County, Washington depicted as “Parcel 54303.9023” in Exhibit A and more particularly described in Exhibit B (“**Parcel A**”).

C. Parcel B Owner is the owner of that certain property located in Spokane County, Washington depicted as “Proposed Parcel B” in Exhibit A and more particularly described in Exhibit B (“**Parcel B**”).

D. A certain roadway located on the Ruchert Property connects Parcel A to an existing access easement, that certain Easement and Road Maintenance Agreement recorded with the Spokane County Assessor under Recording Number 4130536 (the “**Existing Easement**”).

E. Ruchert and Parcel A Owner desire to execute this Agreement to establish for the benefit of Parcel B an easement for access to Parcel B.

NOW, THEREFORE, the parties agree as follows:

1. Ruchert Access Easement. Ruchert and Parcel A Owner hereby grants to Parcel B Owner a non-exclusive perpetual easement over, on across, and through Ruchert Property and Parcel A for ingress and egress (the “**Access Easement**”). The location of the Access Easement shall be over, on, across and through the roadway on Ruchert Property and Parcel A connecting Parcel B to the Existing Easement (the “**Access Easement Area**”), as legally described and depicted in Exhibit A. The Access Easement shall be used for both pedestrian and vehicular ingress and egress by Parcel B Owner and their agents, representatives, licensees, invitees, and guests as is necessary to access Parcel B. Parcel B Owner shall maintain the Access Easement to keep the Access Easement in good and safe condition; provided, however, in the event any damage (beyond ordinary wear and tear) to the Access Easement Area is directly attributable to Ruchert and/or Parcel A Owner hereunder (or its tenants, employees, contractors, agents, guests, invitees or representatives), then Parcel A Owner or Parcel B Owner, whichever party is responsible for the damage, shall promptly repair such damage at its sole cost and expense without contribution from Parcel B Owner.

2. Indemnity. Parcel B Owner shall indemnify, defend, and hold Ruchert and Parcel A Owner harmless from and against all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and claims by third-parties) suffered or claimed arising from such party' use of the Easement Area or breach of this Agreement. Ruchert shall indemnify, defend, and hold Parcel B Owner harmless from and against all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and claims by third-parties) suffered or claimed arising from Ruchert's use of the portion of the Easement Area located on the Ruchert Property or breach of this Agreement. Parcel A Owner shall indemnify, defend, and hold Parcel B Owner harmless from and against all claims, demands, liabilities, costs and expenses (including reasonable attorneys' fees and claims by third-parties) suffered or claimed arising from Parcel A Owner's use of the portion of the Easement Area located on Parcel A or breach of this Agreement.

3. Enforcement Costs. The parties hereto agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of any party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees.

4. Notices. All notices or other communications to be given under this Agreement shall be in writing and shall be deemed delivered on the date of delivery to the address of the owner and the address of the taxpayer as specified by the Spokane County Assessor. Additionally, notices may be given by facsimile or email transmission, provided that an original of said transmission shall be delivered to the addressee by some other method permitted under this Section on the day following transmission.

5. Binding Effect. The covenants contained in this Agreement are not personal, but shall run with and be appurtenant to the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

7. Final and Complete Expression; Amendment. This Agreement constitutes the final and complete expression of the parties with respect to the transactions contemplated herein. This Agreement may not be modified, amended, altered, superseded or terminated except by an agreement in writing signed by the then owners of the Ruchert Property, Parcel A, and Parcel B.

8. Authority; Counterparts. The parties represent and warrant that they have full power and authority to enter into and perform this Agreement. The parties represent that the individuals and entities signing this Agreement on their behalf have full authority to so act. This Agreement may be executed and delivered in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

LEGAL DESCRIPTION:

A STRIP OF LAND, 50' IN WIDTH, WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 24 N., RANGE 45 E., WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON. SAID STRIP BEING 25' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 30, FROM WHICH THE SOUTHWEST SECTION CORNER OF SAID SECTION BEARS S 86°37'15" W, A DISTANCE OF 2515.34';

THENCE N 89°09'01" W, A DISTANCE OF 1070.67' TO A POINT ON THE CENTERLINE OF AN EXISTING ROAD BEING AN EASEMENT RECORDED AS AUDITOR'S FILE NUMBER 4130536;

THENCE ALONG A NON TANGENT CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 38.41', A RADIUS OF 124.00', A CHORD BEARING OF N 11°51'04" W, A CHORD LENGTH OF 38.26' AND A DELTA ANGLE OF 17°44'49" TO A POINT ON THE NORTH LINE OF SAID EASEMENT, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID EASEMENT AND FOLLOWING AN EXISTING ROAD THE FOLLOWING NINE (9) COURSES:

1. THENCE CONTINUING ALONG SAID CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 134.32', A RADIUS OF 124.00', A CHORD BEARING OF N 51°45'23" W, A CHORD LENGTH OF 127.85', AND A DELTA ANGLE OF 62°03'49";
2. THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 66.65', A RADIUS OF 55.00', A CHORD BEARING OF N 48°04'28" W, A CHORD LENGTH OF 62.64', AND A DELTA ANGLE OF 69°25'38";
3. THENCE N 47°57'56" W, A DISTANCE OF 254.86';
4. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 139.76', A RADIUS OF 200.00', A CHORD BEARING OF N 27°56'44" W, A CHORD LENGTH OF 136.94', AND A DELTA ANGLE OF 40°02'23";
5. THENCE N 07°55'33" W, A DISTANCE OF 72.01';
6. THENCE ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 136.90', A RADIUS OF 200.00', A CHORD BEARING OF N 27°32'07" W, A CHORD LENGTH OF 134.24', AND A DELTA ANGLE OF 39°13'08";
7. THENCE N 47°08'40" W, A DISTANCE OF 210.95';
8. THENCE ALONG A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 48.18', A RADIUS OF 200.00', A CHORD BEARING OF N 40°14'37" W, A CHORD LENGTH OF 48.06', AND A DELTA ANGLE OF 13°48'07";
9. THENCE N 33°20'34" W, A DISTANCE OF 84.66" MORE OR LESS TO THE SOUTH BOUNDARY OF PROPOSED PARCEL "B" AND THE TERMINUS OF THIS CENTERLINE DESCRIPTION;

THE SIDELINES OF SAID STRIP, AT THE SOUTH END, ARE TO BE LENGTHENED OR SHORTENED SO AS TO END AT THE NORTH LINE OF THE EXISTING EASEMENT PER AUDITOR'S FILE NUMBER 4130536, AND AT THE NORTH END SIDELINES ARE TO END AT THE SOUTH LINE OF PROPOSED PARCEL "B".

EXHIBIT B

Legal Descriptions

Ruchert Property – Legal Description

The following described real property located in Spokane County, State of Washington:

THE WEST 360 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 45, E.W.M, SPOKANE COUNTY, WASIDNGTON.

Spokane County Parcel Number: 54303.9014

Parcel A – Legal Description

The following described real property located in Spokane County, State of Washington:

A PORTION OF GOVERNMENT LOT 4 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 45 EAST, W.M., SPOKANE COUNTY, STATE OF WASHINGTON, FURTHER DESCRIBED AS FOLLOWS;
COMMENCING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 30;
THENCE ALONG THE WEST LINE OF SAID SECTION 30, N 02°48'44" W, A DISTANCE OF 330.02' TO THE NORTH LINE OF THE SOUTH 330' OF SAID GOVERNMENT LOT 4 AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING, N 02°48'44" W, A DISTANCE OF 884.31';
THENCE S 68°04'26" E, A DISTANCE OF 660.32';
THENCE N 62°59'09" E, A DISTANCE OF 638.82' TO THE EAST LINE OF SAID GOVERNMENT LOT 4;
THENCE ALONG SAID EAST LINE S 02°49'31" E, A DISTANCE OF 858.16' TO THE NORTH LINE OF THE SOUTH 330 FEET OF SAID GOVERNMENT LOT 4;
THENCE S 86°37'15" W, A DISTANCE OF 1182.66' TO THE POINT OF BEGINNING.
CONTAINING 20.00 ACRES.

Spokane County Parcel Number: Ptn. of 54303.9023.

Parcel B – Legal Description

The following described real property located in Spokane County, State of Washington:

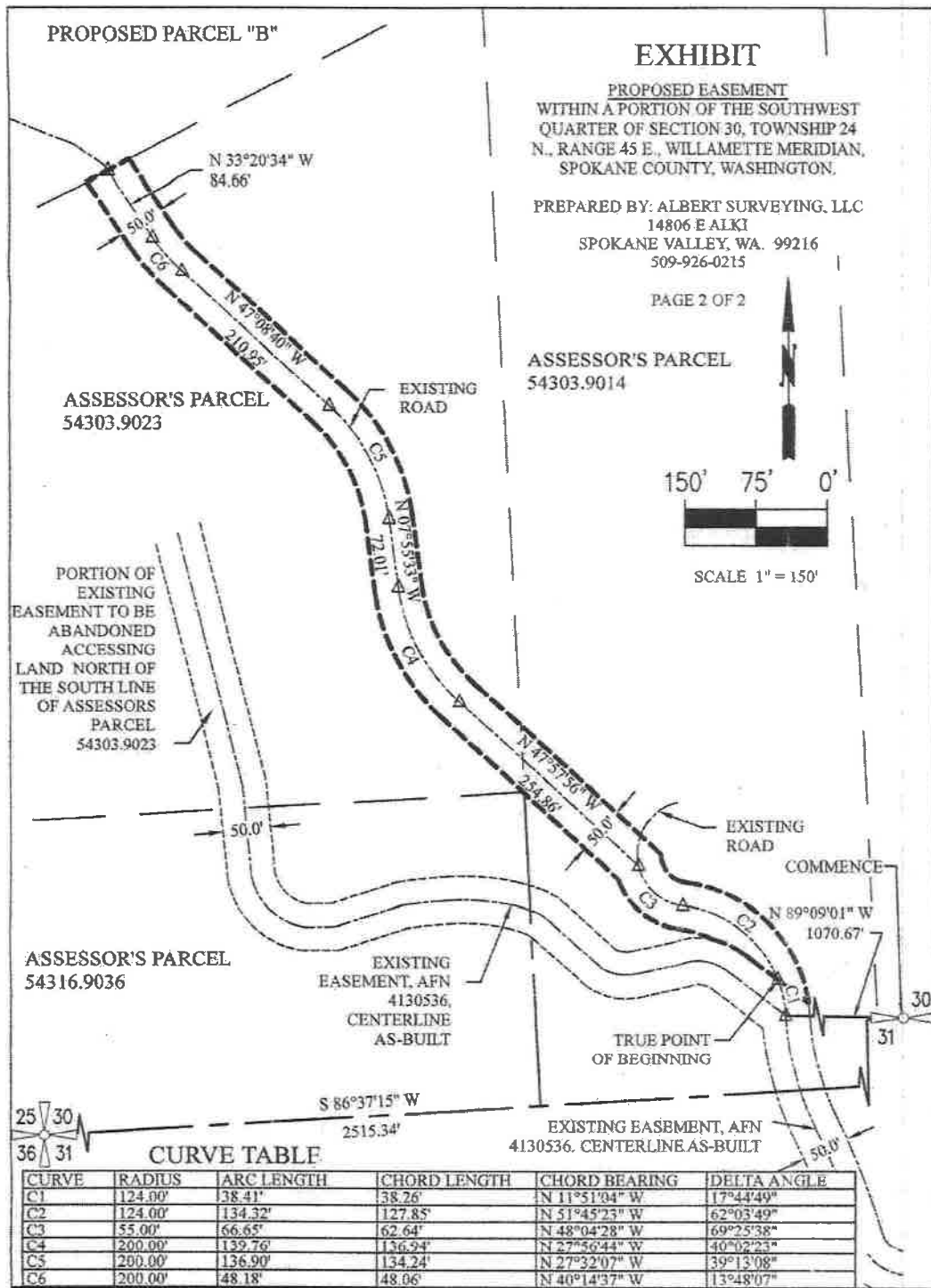
A PORTION OF GOVERNMENT LOTS 3 AND 4 OF SECTION 30, TOWNSHIP 24 NORTH, RANGE 45 EAST, W.M., SPOKANE COUNTY, STATE OF WASHINGTON, FURTHER DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHWEST SECTION CORNER OF SAID SECTION 30;
THENCE ALONG THE WEST LINE OF SAID SECTION 30, N 02°48'44" W, A DISTANCE
OF 1214.33' TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING N 02°48'44" W, A DISTANCE OF 1447.40' TO THE NORTH LINE
OF SAID GOVERNMENT LOT 3;
THENCE ALONG SAID NORTH LINE N 87°03'14" E, A DISTANCE OF 1182.07' TO THE
NORTHEAST CORNER THEREOF;
THENCE ALONG THE EAST LINE OF SAID GOVERNMENT LOT 3 AND 4,
S 02°49'31" E, A DISTANCE OF 1464.61';
THENCE S 62°59'09" W, A DISTANCE OF 638.82';
THENCE N 68°04'26" W, A DISTANCE OF 660.32' TO THE POINT OF BEGINNING.
CONTAINING 43.17 ACRES.

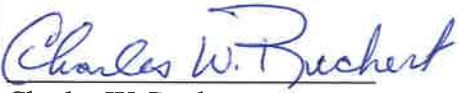





Spokane County Parcel Number: Ptn. of 54303.9023.

EXHIBIT A

DEPICTION AND DESCRIPTION OF ACCESS EASEMENTS



IN WITNESS WHEREOF, this Agreement is executed by the parties hereto, intending to be legally bound, effective as of the date first written above.

RUCHERT:	 Charles W. Ruchert  Sandra M. Ruchert
PARCEL A OWNER:	 Michael C. Stratte  Alyson N. Stratte
PARCEL B OWNER:	 Michael C. Stratte  Alyson N. Stratte

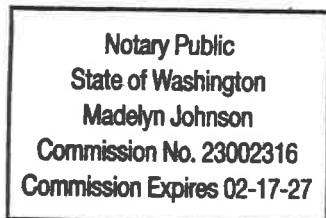
STATE OF Washington

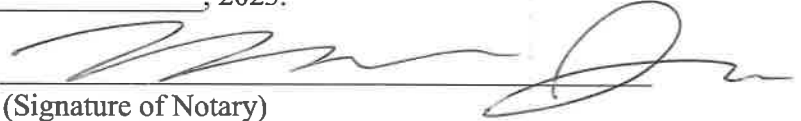
ss.

COUNTY OF Spokane

I certify that I know or have satisfactory evidence that Charles W. Ruchert is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 6th day of October, 2023.




(Signature of Notary)

Madelyn Johnson
(Legibly Print or Stamp Name of Notary)

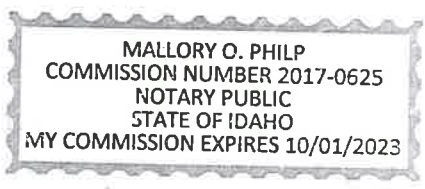
Notary public in and for the state of Washington,
residing at Spokane

My appointment expires 2-17-27

STATE OF Idaho |
COUNTY OF Kootenai | ss.

I certify that I know or have satisfactory evidence that Michael C. Stratte and Alyson N. Stratte are the persons who appeared before me, and said persons acknowledged that said persons signed this instrument, on oath stated that said persons were authorized to execute the instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 19 day of September, 2023.



Mallory O. Philp
(Signature of Notary)

Mallory O. Philp
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Idaho,
residing at Silverlake Step Dalton gardens

My appointment expires 10/1/2023