

Spokane Co  
Upper East East-West Lot  
Top Vap

**Carter, Patti Y. (ECY)**

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**From:** Mark Conroe [mark@presidiop.com]  
**Sent:** Wednesday, July 16, 2008 3:16 PM  
**To:** Carter, Patti Y. (ECY)  
**Subject:** RE: Flour Mill NFA  
**Attachments:** Flour Mill APN's.tif

Patti,

Attached is a complete list of all the APNs for the condo units in the Flour Mill property (West Lot). This list does NOT include the East Lot.

Let me know if you have any questions.

When do you think you will have the NFA letter to me?

Again, thanks a ton!

Mark

Mark Gustav Conroe  
President/CEO  
Presidio Development Partners, LLC  
1390 Market Street, Suite 112  
San Francisco, CA 94102  
Direct: (415) 431-6506  
Fax: (415) 431-6501

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**From:** Mark Conroe [mailto:mark@presidiop.com]  
**Sent:** Tuesday, July 15, 2008 2:37 PM  
**To:** 'Carter, Patti Y. (ECY)'  
**Subject:** RE: Flour Mill NFA

Patti,

The legal description shown as Exhibit A in the latest Restrictive Covenant (attached) is for just the Flour Mill building (and NOT the east lot). I am checking with the title company to make sure that the APNs that were attached to the original Restrictive Covenant include all the condo units but not the east lot; it appears that this list does not include all the condo units included in Flour Mill Building (and therefore part of the West Lot). I should have a complete list from the title company tomorrow.

The east lot legal description is attached.

Let me know if you have any other questions.

Thanks!

Mark

Mark Gustav Conroe  
President/CEO  
Presidio Development Partners, LLC  
1390 Market Street, Suite 112  
San Francisco, CA 94102

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# Parcel Information



## Parcel Information

Spokane County Courthouse  
1116 West Broadway Avenue  
Spokane, WA 99260-0010  
Contact Parcel Information

All Data As Of: 07/15/2008

There are a total of 26 records found

Click on the column heading to sort by the column.

\*The Alternate Parcels field is an informational number referencing an older parcel number that has been changed.

Parcel	Alternate Parcel*	Status	Address	City	Apartment
35185.4922		Active	0 .UNKNOWN	SPOKANE	
35185.4923		Active	621 W MALLON AVE UNIT 100	SPOKANE	100
35185.4901		Active	621 W MALLON AVE UNIT 101	SPOKANE	101
35185.4902		Active	621 W MALLON AVE UNIT 201	SPOKANE	201
35185.4903		Active	621 W MALLON AVE UNIT 202	SPOKANE	202
35185.4904		Active	621 W MALLON AVE UNIT 203	SPOKANE	203
35185.4905		Active	621 W MALLON AVE UNIT 204	SPOKANE	204
35185.4921		Active	621 W MALLON AVE UNIT 21	SPOKANE	21
35185.4906		Active	621 W MALLON AVE UNIT 300	SPOKANE	300
35185.4907		Active	621 W MALLON AVE UNIT 400	SPOKANE	400
35185.4924		Active	621 W MALLON AVE UNIT 501	SPOKANE	501
35185.4925		Active	621 W MALLON AVE UNIT 502	SPOKANE	502
35185.4908		Active	621 W MALLON AVE UNIT 503	SPOKANE	503
35185.4909		Active	621 W MALLON AVE UNIT 505	SPOKANE	505
35185.4910		Active	621 W MALLON AVE UNIT 507	SPOKANE	507

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### Spokane County Assessor's Office

1116 West Broadway Avenue  
County Courthouse, 1st Floor  
Spokane, WA 99260

Hours Monday -Friday 8:30am - 5:00pm (excluding holidays)

Phone (509) 477-3698

Fax (509) 477-3697

E-Mail [Assessor@spokanecounty.org](mailto:Assessor@spokanecounty.org)

### Spokane County Treasurer's Office

PO Box 199  
Spokane, WA 99210-0199

Hours Monday - Friday 8:30am - 5:00pm (excluding holidays)

Phone (509) 477-4713

Fax (509) 477-3674

E-Mail [Treasurer@spokanecounty.org](mailto:Treasurer@spokanecounty.org)

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06/30/2008 02:14:18 PM

5692302

Recording Fee \$48.00 Page 1 of 7  
Covenant FIRST, AMERICAN TITLE INS CO  
Spokane County Washington



**AFTER RECORDING MAIL TO:**

Name Department of Ecology Attn: Patti Carter  
Address 4601 N. Monroe St.  
City/State Spokane, WA 99205

RECEIVED

JUL - 8 2008

DEPARTMENT OF ECOLOGY  
EASTERN REGIONAL OFFICE

**Document Title(s):**

1. Environmental Covenant

M 38877

**Reference Number(s) of Documents Assigned or released:**

**Grantor(s):**

1. Flour Mill Building Condominium Owner's Association  
2.

[ ] Additional information on page of document

**Grantee(s):**

1. State of Washington Department of Ecology  
2.

[ x ] Additional information on page Exhibit A of document

**Abbreviated Legal Description:**

All Units of Flour Mill Building Condominium

**Tax Parcel**

**Number(s):** 35185.4923, 35185.4901, 35185.4902, 35185.4903, 35185.4904, 35185.4905,  
35185.4906, 35185.4907, 35185.4909, 35185.4910, 35185.4926, 35185.4912, 35185.491  
3, 35185.4921  
35185.4909

[ x ] Complete legal description is on page Exhibit A of document

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

7

## **Environmental Restrictive Covenant**

### **Flour Mill Condominium – West Lot**

After Recording Return to:  
Patti Carter  
Department of Ecology  
4601 N Monroe Street,  
Spokane, WA. 99205-1295

COURTESY RECORDING

### **Environmental Covenant**

**Grantor: Flour Mill Building Condominium Owners' Association**

**Grantee: State of Washington, Department of Ecology**

**Legal: Attached as Exhibit A**

**Tax Parcel Nos.:**

**Cross Reference: N/A**

Grantor, Flour Mill Building Condominium Owners' Association, a Washington Non-Profit Corporation hereby binds Grantor, its successors and assigns to the land use restrictions identified herein and grants such other rights under this environmental covenant ( hereafter "Covenant" ) made this 19th day of May, 2008 in favor of the State of Washington Department of Ecology (Ecology). Ecology shall have full right of enforcement of the rights conveyed under this Covenant pursuant to the Model Toxics Control Act, RCW 70.105D.030(1)(g), and the Uniform Environmental Covenants Act, 2007 Wash. Laws ch. 104, sec. 12.

This Declaration of Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by Flour Mill Building Condominium Owners' Association, a Washington Non-Profit Corporation, its successors and assigns (hereafter "Owners' Association"), and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

Three remedial actions (hereafter "Remedial Actions") occurred at the property that are the subject of this Covenant. The Remedial Actions conducted at the property are described in the following documents: Proposal to Cap Area of FMC-12 dated October 1, 2007, TCLP

Sampling Results dated April 11, 2007, Soil Characterization Report dated December 19, 2006, and Sample Results dated July 25, 2006, Email from Jon Welge of Tetra Tech, Inc. to Patty Carter of the Department of Ecology dated April 4, 2008 that includes Sample Results of April 4, 2008. These documents are on file at Ecology's Eastern Regional Office.

This Covenant is required because the Remedial Actions resulted in residual concentrations of Arsenic and Polycyclic Aromatic Hydrocarbons ("PAHs") which exceed the Model Toxics Control Act Method A Cleanup Level for Soil established under WAC 173-340-740 for unrestricted land uses.

The undersigned, Owners' Association, is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Covenant. The Property is legally described in Exhibit A of this covenant and made a part hereof by reference.

The Owners' Association makes the following declaration as to limitations, restrictions, and uses to which the Property may be put and specifies that such declarations shall constitute covenants to run with the land, as provided by law and shall be binding on all parties and all persons claiming under them, including all current and future owners of any portion of or interest in the Property (hereafter "Owner").

Section 1. Any activity on the Property that may disturb the integrity of the cap or that may result in the release or exposure to the environment of the contaminated soil, or create a new exposure pathway, is strictly prohibited. Some examples of activities that are prohibited in the capped areas include: drilling, digging, placement of any objects or use of any equipment which deforms or stresses the surface beyond its load bearing capability, piercing the surface with a rod, spike or similar item, bulldozing or earthwork. Removal of existing vegetation may be only done without disturbing the surface of the cap, and without any human contact with the soil.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Actions and continued protection of human health and the environment is prohibited.

Section 3. Any activity on the Property that may result in the release or exposure to the environment of a hazardous substance that remains on the Property as part of the Remedial

Actions, or create a new exposure pathway, is prohibited without prior written approval from Ecology.

Section 4. The Owner of the property must give thirty (30) day advance written notice to Ecology of the Owner's intent to convey any interest in the Property. No conveyance of title, easement, lease, or other interest in the Property shall be consummated by the Owner without adequate and complete provision for continued monitoring, operation, and maintenance of the Remedial Actions.

Section 5. The Owner must restrict leases to uses and activities consistent with the Covenant and notify all lessees of the restrictions on the use of the Property.

Section 6. The Owner must notify and obtain approval from Ecology prior to any use of the Property that is inconsistent with the terms of this Covenant. Ecology may approve any inconsistent use only after public notice and comment.

Section 7. The Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Actions; to take samples, to inspect remedial actions conducted at the property, to determine compliance with this Covenant, and to inspect records that are related to the Remedial Actions.

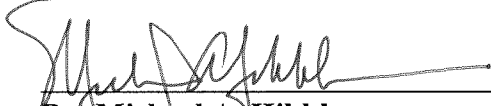
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public notice and opportunity for comment, concurs.

Flour Mill Building Condominium Owners' Association, a Washington Non-Profit Corporation

  
By: Mark Conroe  
Its: President of the Owners' Association

Dated: June 20, 2008

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

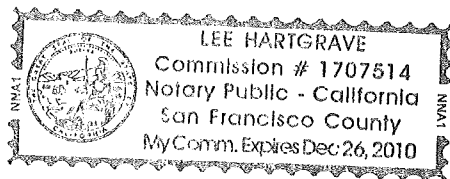
  
By: Michael A. Hibbler,  
Its: Section Manager, Toxics Cleanup Program

Dated: 6/24/08

STATE OF California  
COUNTY OF San Francisco

**CORPORATE ACKNOWLEDGMENT]**

On this 20<sup>th</sup> day of June, 2008, I certify that Mark Connel personally appeared before me, acknowledged that he/she is the President of the corporation that executed the within and foregoing instrument, and signed said instrument by free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument for said corporation.



[Signature]  
Notary Public in and for the State of  
Washington, residing at 1390 Market St  
California San Francisco

My appointment  
expires 12/26/08.



EXHIBIT A

LEGAL DESCRIPTION

ALL THE UNITS OF FLOUR MILL BUILDING CONDOMINIUM, TOGETHER WITH 100% OF THE INTEREST IN THE COMMON ELEMENTS AND TOGETHER WITH THE USE OF THE LIMITED COMMON ELEMENTS PERTAINING TO SAID UNITS, RECORDED UNDER AUDITOR'S FILE NO. 5428969, IN VOLUME 8 OF CONDOMINIUMS, PAGES 28-35, AND ACCORDING TO THE CONDOMINIUM DECLARATION RECORDED UNDER NO. 5428970, AND ANY AMENDMENTS THERETO, CITY OF SPOKANE, SPOKANE COUNTY, WASHINGTON.