

RECORDED

MAY - 3 2006

COPY
ORIGINAL FILED OR RECORDED

Return Address:

Schade Tower
Attn: Grant Person
c/o Tomlinson Black Commercial
107 S. Howard St Ste 500
Spokane, WA 99201

DEPARTMENT OF GEOLOGY
EASTERN REGIONAL OFFICE

MAY 01 2006

COUNTY AUDITOR
SPOKANE COUNTY WA

5373189

10753 AW

DOCUMENT TITLE:

Restrictive Covenant

050106.2-13

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR(s):

1. Black Proinvest Schade Tower
2. B&I Properties
3. Bagaca LLC
4. West 312 8th
5. Cameron

GRANTEE(s):

- 1.
- 2.
- 3.
- 4.
- 5.

ABBREVIATED LEGAL DESCRIPTION:

Ptn Blk 17 & 18 Resurvey of 2nd Add to Third Add to Railroad Add

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:

35172.0120, 0122, 35173.0124, 35174.0556

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard 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 parts of the text of the original document. Fee for non-standard processing is \$80.

Madie Mitchell
Signature of Requesting Party

RESTRICTIVE COVENANT

BLACK PROINVEST SCHADE TOWER LLC, a Washington limited liability company; B & I Properties, a Washington general partnership; Bagaca LLC, a Washington limited liability company; West 312 8th LLC, a Washington limited liability company; and Randolph C. Cameron and Kimberlee M. Cameron, husband and wife. Schade Towers, 528 East Trent Avenue, Spokane, Washington.

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by BLACK PROINVEST SCHADE TOWER LLC, a Washington limited liability company; B & I Properties, a Washington general partnership; Bagaca LLC, a Washington limited liability company; West 312 8th LLC, a Washington limited liability company; and Randolph C. Cameron and Kimberlee M. Cameron, husband and wife, its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following documents(s):

- Remedial Investigation – Documentation of Soil Contaminant Conditions, Schade Brewery, 528 East Trent Avenue, Spokane, Washington, SLR International Corp., Project No. 003.0156.00002, May 2004.
- Cleanup Action Plan, Schade Brewery, 528 East Trent Avenue, Spokane, Washington, SLR International Corp., Project No. 003.0156.00002, November 2004.
- Site Closure Report – Documentation of Cleanup Actions, Schade Brewery, 528 East Trent Avenue, Spokane, Washington, LFR, Inc., Project No. 003-09303-00, December 16, 2005.

These documents are on file at Ecology's Eastern Regional Office (ERO).

This Restrictive Covenant is required because the Remedial Action resulted in residual concentrations of petroleum hydrocarbons, polynuclear aromatic hydrocarbons, and total metals which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, BLACK PROINVEST SCHADE TOWER LLC, a Washington limited liability company; B & I Properties, a Washington general partnership; Bagaca LLC, a Washington limited liability company; West 312 8th LLC, a Washington limited liability company; and Randolph C. Cameron and Kimberlee M. Cameron, husband and wife, is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described in Attachment A of this Restrictive Covenant and made a part hereof by reference (attach document containing legal description).

BLACK PROINVEST SCHADE TOWER LLC, a Washington limited liability company; B & I Properties, a Washington general partnership; Bagaca LLC, a Washington limited liability company; West 312 8th LLC, a Washington limited liability company; and Randolph C. Cameron and Kimberlee M. Cameron, husband and wife, 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 result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is 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, or any activities that may cause migration of the hazardous substances.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action 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 Action, 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, except that the owner need to give advance written notice to Ecology if the Owner leases a subunit of a building on the Property, when such lease expressly prohibits any activity which is inconsistent with the terms of this Restrictive Covenant pursuant to Section 5. 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 Action.

Section 5. The Owner must restrict leases to uses and activities consistent with the Restrictive 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 Restrictive Covenant. Ecology may approve any inconsistent use only after public notice and comment.

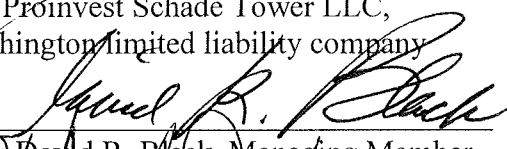
Section 7. the Owner shall allow authorized representatives of Ecology the right to enter the Property at reasonable times for the purpose of evaluating the Remedial Action; to take samples, to

inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

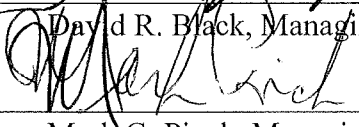
Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive Covenant shall no longer limit use of the Property or be of any further force or effect. However, such an instrument may be recorded only if Ecology, after public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

BLACK PROINVEST SCHADE TOWER LLC
B & I PROPERTIES LLC
BAGACA LLC
WEST 312 8TH LLC
RANDOLPH C. CAMERON and
KIMBERLEE M. CAMERON, husband and wife

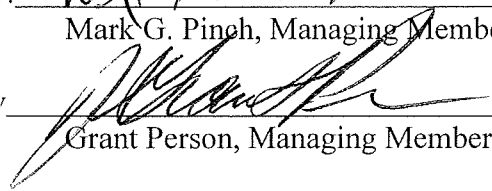
Black Proinvest Schade Tower LLC,
a Washington limited liability company

By: 
David R. Black, Managing Member

4-17-06
Date

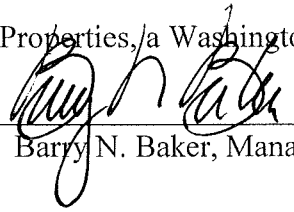
By: 
Mark G. Pinch, Managing Member

4/4/06
Date

By: 
Grant Person, Managing Member

April 4, 2006
Date

B & I Properties, a Washington general partnership

By: 
Barry N. Baker, Managing Partner

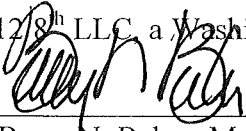
4.10.06
Date

Bagaca LLC, a Washington limited liability company

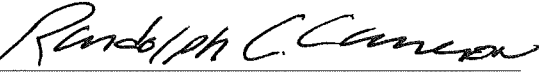
By: 
Barry N. Baker, Managing Member

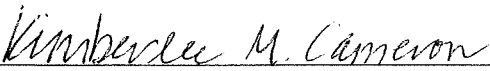
4.10.06
Date

West 3128th LLC, a Washington limited liability company

By:  4.10.06
Barry N. Baker, Managing Member Date

Randolph C. Cameron and Kimberlee M. Cameron, husband and wife

By:  4/10/06
Randolph C. Cameron, personally Date

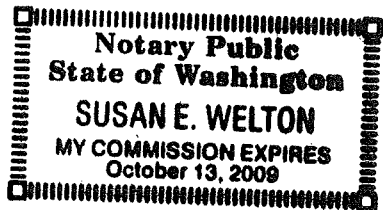
By:  4-10-06
Kimberlee M. Cameron, personally Date

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 17th day of April, 2006, before me personally appeared David R. Black to me known to be the Managing Member of Black Proinvest Schade Tower LLC, the Company which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



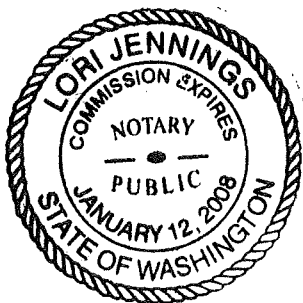
Susan E. Welton
Notary Public (Signature)
Susan E. Welton
(Print Name)
Residing at Nine Mile Falls, WA
My appointment expires: 10-13-09

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 4 day of April, 2006, before me personally appeared Mark G. Pinch to me known to be the Managing Member of Black Proinvest Schade Tower LLC, the Company which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



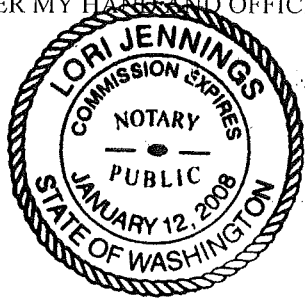
Lori Jennings
Notary Public (Signature)
Lori Jennings
(Print Name)
Residing at Spokane, WA
My appointment expires: 1-12-2008

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 4 day of April, 2008, before me personally appeared Grant Person to me known to be the Managing Member of Black Proinvest Schade Tower LLC, the Company which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



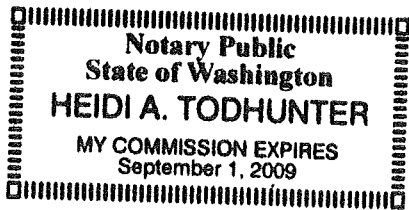
Lori Jennings
Notary Public (Signature)
Lori Jennings
(Print Name)
Residing at Spokane, WA
My appointment expires: 1-12-2008

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 10 day of April, 2008, before me personally appeared Barry N. Baker to me known to be the Managing Partner of B & I Properties, the Partnership which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Partnership, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute the said instrument on behalf of said Partnership.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



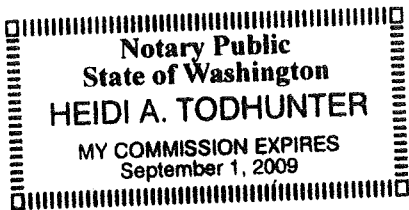
Heidi A. Todhunter
Notary Public (Signature)
Heidi Todhunter
(Print Name)
Residing at Spokane, WA
My appointment expires: 9-1-2009

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 10 day of April, 2006, before me personally appeared Barry N. Baker to me known to be the Managing Member of Bagaca LLC, the Company which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



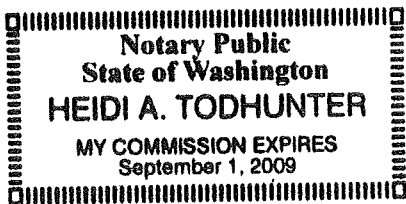
Heidi A. Todhunter
Notary Public (Signature)
Heidi A. Todhunter
(Print Name)
Residing at Spokane, WA
My appointment expires: 9-1-2009

ACKNOWLEDGEMENT

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 10 day of April, 2006, before me personally appeared Barry N. Baker to me known to be the Managing Member of West 312 8th LLC, the Company which executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said Company, for the uses and purposes therein mentioned, an on oath stated that he was authorized to execute the said instrument on behalf of said Company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Heidi A. Todhunter
Notary Public (Signature)
Heidi A. Todhunter
(Print Name)
Residing at Spokane, WA
My appointment expires: 9-1-2009

EXHIBIT "A"

PARCEL 1:

THOSE PORTIONS OF BLOCKS 17 AND 18, ABANDONED RAILROAD TRANSFER LINE, VACATED ALLEYS IN SAID BLOCKS, AND VACATED SHERIDAN STREET, ALL IN THE RESURVEY OF SECOND ADDITION TO THIRD ADDITIONS TO RAILROAD ADDITION, ACCORDING TO PLAT RECORDED IN VOLUME "C" OF PLATS, PAGE 80, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 17, OF THE PLAT OF THE RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION; THENCE SOUTH 87°14'48" WEST ALONG THE SOUTH LINE OF LOT 12 EXTENDED WESTERLY A DISTANCE OF 59.34 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF "OLD TRENT AVENUE"; THENCE SOUTH 28°19'30" WEST, ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 129.18 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FRONT AVENUE, BEING A POINT ON A 1,707.69 FOOT RADIUS NONTANGENT CURVE TO THE RIGHT, THE CENTER CIRCLE OF WHICH BEARS SOUTH 03°03'33" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY OF FRONT AVENUE THROUGH A CENTRAL ANGLE OF 12°46'56", 380.97 FEET TO THE SOUTHWEST CORNER OF LOT 23 OF SAID BLOCK 17; THENCE NORTH 02°26'50" WEST ALONG THE WEST LINE OF SAID LOT 23 A DISTANCE OF 110.94 FEET TO A POINT 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 23; THENCE NORTH 47°55'03" WEST 35.46 FEET TO THE NORTHWEST CORNER OF LOT 22; THENCE SOUTH 87°14'48" WEST ALONG THE NORTH LINE OF LOTS 21 AND 20 A DISTANCE OF 39.96 FEET TO A POINT 14.69 FEET WEST OF THE NORTHEAST CORNER OF LOT 20; THENCE NORTH 02°45'12" WEST 15.00 FEET TO A POINT ON THE NORTH LINE OF THE VACATED ALLEY IN SAID BLOCK 17; THENCE SOUTH 87°14'48" WEST, ALONG SAID NORTH LINE OF THE VACATED ALLEY, 187.50 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT FOR SANITARY SEWER PURPOSES OVER, UNDER, UPON AND ACROSS A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M. AS RECORDED MARCH 2, 1998 UNDER RECORDING NO. 4193006, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 15 FOOT WIDE EASEMENT, THE CENTERLINE OF WHICH BEGINS AT THE NORTHWEST CORNER OF LAND OF BRIAN WHITFIELD BEING A 5/8" REBAR AND CAP LS 10401, AS SHOWN ON A RECORD OF SURVEY FILED IN BOOK 62, PAGE 1, RECORD OF SPOKANE COUNTY, WASHINGTON; THENCE SOUTH 44°41'59" EAST, 269.82 FEET TO THE SOUTHWEST CORNER OF THE OLD SCHADE BREWERY BUILDING; THENCE SOUTH 86°56'48" EAST, 34.50 FEET ALONG THE SOUTHERLY FACE OF SAID BUILDING TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 17°40'25" WEST, 103.25 FEET;

THE SIDELINES OF SAID 15 FOOT WIDE EASEMENT TO TERMINATE AT THE SOUTHERLY FACE OF SAID BUILDING.

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL 2:

THOSE PORTIONS OF THE BURLINGTON NORTHERN SANTE FE RAILROAD COMPANY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY) CONNECTION TRACK RIGHT OF WAY; VACATED HATCH STREET; LOTS 26, 27, 28, 29, 30 IN BLOCK 17; AND TRACT "F" OF THE PLAT OF THE RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION, AS RECORDED IN VOLUME "C", PAGE 79; AND OF TRACT "H" OF THE PLAT OF DENNIS AND BRADLEY'S ADDITION AS RECORDED IN VOLUME "A", PAGE 160, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 26, BLOCK 17, OF SAID PLAT OF THE RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION; THENCE NORTH 02°21'19" WEST, ALONG THE WEST LINE OF SAID LOT 26 AND SAID LINE EXTENDED, 275.00 FEET TO POINT "A"; THENCE CONTINUING NORTH 02°21'19" WEST 3 FEET, MORE OR LESS, TO A POINT ON THE HIGH WATER LINE ON THE SOUTHWESTERLY SHORE OF THE SPOKANE RIVER; THENCE SOUTHEASTERLY ALONG SAID HIGH WATER LINE TO A POINT ON THE CENTERLINE OF VACATED HATCH STREET; THENCE SOUTH 02°12'12" EAST, ALONG SAID CENTERLINE 4 FEET, MORE OR LESS, TO A POINT FROM WHICH SAID POINT "A" BEARS NORTH 52°45'30" WEST, 188.32 FEET; THENCE SOUTH 02°12'12" EAST, ALONG SAID CENTERLINE, 70.00 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE BURLINGTON NORTHERN SANTE FE RAILROAD COMPANY (FORMERLY NORTHERN PACIFIC RAILWAY COMPANY); CONNECTION TRACT; THENCE SOUTH 31°13'40" EAST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 38.65 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SAID HATCH STREET, FROM WHICH THE SOUTHWEST CORNER OF TRACK "H" OF DENNIS AND BRADLEY'S ADDITION BEARS SOUTH 02°12'12" EAST 90.00 FEET; THENCE CONTINUING SOUTH 31°13'40" EAST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, 103.05 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT "H"; THENCE SOUTH 87°55'29" WEST, 50.00 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "H"; THENCE SOUTH 02°12'12" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SAID VACATED HATCH STREET, 12.81 FEET TO THE SOUTHEAST CORNER OF SAID VACATED HATCH STREET (ORDINANCE NO. C31961), BEING A POINT ON A 1,707.69 FEET FOOT RADIUS NONTANGENT CURVE TO THE LEFT, THE CENTER OF CIRCLE OF WHICH BEARS SOUTH 18°04'49" WEST, THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°20'09", 39.81 FEET TO THE SOUTHEAST CORNER OF LOT 30 OF SAID BLOCK 17; THENCE CONTINUING ALONG THE ARC OF SAID CURVE, THE CENTER OF CIRCLE WHICH BEARS SOUTH 16°44'40" WEST, AND ALONG THE SOUTHERLY LINE OF SAID BLOCK 17, THROUGH A CENTRAL ANGLE OF 4°24'50", 131.56 FEET TO THE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL 3:

THOSE PORTIONS OF LOTS 22, 23, 24, 25 AND OF THE VACATED ALLEY IN BLOCK 17 IN THE PLAT OF THE RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION AS PER PLAT THEREOF RECORDED IN VOLUME "C" OF PLATS, PAGE 79, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 17, OF THE PLAT OF THE RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION; THENCE NORTH 87°14'48" EAST, ALONG THE NORTH LINE OF THE VACATED ALLEY IN BLOCK 17, A DISTANCE OF 187.50 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS 14.69 FEET WEST OF THE SOUTHEAST CORNER OF LOT 5, OF SAID BLOCK 17; THENCE CONTINUING NORTH 87°14'48" EAST, ALONG SAID NORTH LINE OF THE VACATED ALLEY, AND SAID NORTH LINE EXTENDED, 141.16 FEET TO A POINT ON THE EXTENDED EAST LINE OF LOT 25 OF SAID BLOCK 17; THENCE SOUTH 02°21'19" EAST, ALONG SAID EXTENDED EAST LINE AND ALONG THE EAST LINE OF LOT 25, A DISTANCE OF 169.45 FEET TO THE SOUTHEAST CORNER OF LOT 25, SAID POINT BEING ON A NONTANGENT CURVE WHOSE CENTER OF RADIUS BEARS SOUTH 12°19'50" WEST, 1,707.69 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE AND SOUTH LINE OF LOTS 25, 24, AND 23, THROUGH A CENTRAL ANGLE OF 2°36'27" AN ARC LENGTH OF 77.72 FEET TO THE SOUTHWEST CORNER OF LOT 23; THENCE NORTH 02°26'50" WEST, ALONG THE WEST LINE OF LOT 23, A DISTANCE OF 110.94 FEET TO A POINT 25.00 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 23; THENCE NORTH 47°55'03" WEST, 35.46 FEET TO THE NORTHWEST CORNER OF LOT 22; THENCE SOUTH 87°14'48" WEST, ALONG THE NORTH LINE OF LOTS 21 AND 20 A DISTANCE OF 39.96 FEET TO A POINT 14.69 FEET WEST OF THE NORTHEAST CORNER OF LOT 20; THENCE NORTH 02°45'12" WEST, 15.00 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

PARCEL 4:

PORTIONS OF THE VACATED ALLEY, THE ABANDONED RAILROAD TRANSFER LINE, VACATED GRAY AVENUE, THOSE PORTIONS OF BLOCK 5 AND LOT 11, BLOCK 18, RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION, AS PER PLAT THEREOF RECORDED IN VOLUME "C" OF PLATS, PAGE 80, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 12, BLOCK 17, OF THE PLAT OF RESURVEY OF SECOND ADDITION TO THIRD ADDITION TO RAILROAD ADDITION; THENCE SOUTH $87^{\circ}14'48''$ WEST, 138.74 FEET TO THE INTERSECTION OF THE NORTH LINE OF SAID VACATED ALLEY IN BLOCK 18 AND THE NORTHWESTERLY RIGHT OF WAY LINE OF "OLD TRENT AVENUE", THENCE SOUTH $28^{\circ}19'30''$ WEST, ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "OLD TRENT AVENUE", 72.03 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $54^{\circ}23'36''$ WEST, 74.14 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF TRENT AVENUE, AS CONSTRUCTED AND SHOWN ON SHEET 2 OF "RIVERPOINT TWO" SHORT PLAT #CITY 88-12; THENCE ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE OF "NEW TRENT AVENUE" THE FOLLOWING TWO (2) CALLS; 1) SOUTH $35^{\circ}36'24''$ WEST, 18.71 FEET TO THE POINT OF CURVE OF A 695.00 FOOT RADIUS CURVE TO THE RIGHT; 2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ}47'14''$, 130.85 FEET TO A POINT ON A 1707.69 FOOT RADIUS NONTANGNET CURVE TO THE RIGHT IN THE NORTHERLY RIGHT OF WAY LINE OF FRONT AVENUE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH $10^{\circ}07'30''$ EAST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $3^{\circ}03'55''$, 91.36 FEET TO THE POINT OF REVERSE CURVE OF A 74.95 FOOT RADIUS CURVE TO THE LEFT IN SAID NORTHWESTERLY RIGHT OF WAY LINE OF "OLD TRENT AVENUE" THE CENTER OF CIRCLE OF WHICH BEARS NORTH $07^{\circ}03'36''$ WEST; THENCE ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE OF "OLD TRENT AVENUE", THE FOLLOWING TWO (2) CALLS; 1) NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $54^{\circ}36'55''$, 71.44 FEET TO THE POINT OF TANGENT; 2) NORTH $28^{\circ}19'30''$ EAST, 20.66 FEET TO THE TRUE POINT OF BEGINNING;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Nos. 35173.0120; 35173.0122; 35174.0556; 35173.0124; 35173.0906



Spokane Co.
Schade Brewery
TCP/VCP

FILE COPY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

4601 N Monroe Street • Spokane, Washington 99205-1295 • (509)329-3400

February 24, 2006

Mr. Tom Hammons
American West Bank
9019 E. Appleway Blvd
Spokane, WA 99212

Dear Mr. Hammons:

Thank you for submitting the results of your independent remedial actions for Ecology's review. Ecology's Toxic Cleanup Program has reviewed the following information regarding the Schade Brewery site in Spokane, WA:

1. Site Closure Report, Documentation of Cleanup Actions, Schade Brewery, 528 East Trent Avenue, Spokane, Washington: LFR Levine-Fricke, December 16, 2005.

The actions you have taken appear to be an appropriate solution for addressing the nature of the release identified in your reports. However, according to information provided in the reports, contamination exceeding MTCA cleanup levels for petroleum hydrocarbons, polynuclear aromatic hydrocarbons and metals in soil remains at the site. Under WAC 173-340-440, if a cleanup action results in residual concentrations of hazardous substances which exceed Method A or Method B cleanup levels, institutional controls shall be required.

Since contamination remains on site, a restrictive covenant on the property must be executed by the property owner and recorded with the register of deeds for the county in which the site is located. This restrictive covenant shall run with the land and be binding on the owner's successors and assigns and should inform potential owners of the location and type of contamination. The draft restrictive covenant is enclosed for you to complete. Please fill in the highlighted areas on Pages 1 and 2.

Once the restrictive covenant has been filed and you have provided Ecology with a signed copy, Ecology can issue a "No Further Action" letter for the site.

If you have any questions, please call me at 509/329-3522.

Sincerely,

Patti Carter
Toxics Cleanup Program

Enclosure

cc: Jeff Leppo, LFR
Mark Pinch



RESTRICTIVE COVENANT

[NAME OF PROPERTY OWNER]

Schade Brewery, 528 East Trent Avenue, Spokane, Washington

This Declaration of Restrictive Covenant is made pursuant to RCW 70.105D.030(1)(f) and (g) and WAC 173-340-440 by [NAME OF PROPERTY OWNER], its successors and assigns, and the State of Washington Department of Ecology, its successors and assigns (hereafter "Ecology").

An independent remedial action (hereafter "Remedial Action") occurred at the property that is the subject of this Restrictive Covenant. The Remedial Action conducted at the property is described in the following document[s]:

1. Remedial Investigation, Schade Brewery, 528 East Trent Avenue, Spokane, WA: SLR International Corp., May 2004.
2. Cleanup Action Plan, Schade Brewery, 528 East Trent Avenue, Spokane, WA: SLR International Corp., November 2004.
3. Site Closure Report, Documentation of Cleanup Actions, Schade Brewery, 528 East Trent Avenue, Spokane, WA: LFR Levine-Fricke, December 16, 2005.

These documents are on file at Ecology's Eastern Regional Office (ERO).

This Restrictive Covenant is required because the Remedial

Action resulted in residual concentrations of petroleum hydrocarbons, polynuclear aromatic hydrocarbons and metals which exceed the Model Toxics Control Act Method A Residential Cleanup Levels for soil established under WAC 173-340-740.

The undersigned, **[NAME OF PROPERTY OWNER]**, is the fee owner of real property (hereafter "Property") in the County of Spokane, State of Washington, that is subject to this Restrictive Covenant. The Property is legally described **[AS FOLLOWS: (insert legal description language)] -or- [IN ATTACHMENT A OF THIS RESTRICTIVE COVENANT AND MADE A PART HEREOF BY REFERENCE (attach document containing legal description)]**.

[NAME OF PROPERTY OWNER] 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 result in the release or exposure to the environment of the contaminated soil that was contained as part of the Remedial Action, or create a new exposure pathway, is 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, or any activities that may cause migration of the hazardous substances.

Section 2. Any activity on the Property that may interfere with the integrity of the Remedial Action 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 Action, 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, except that the owner need not give advance written notice to Ecology if the Owner leases a subunit of a building on the Property, when such lease expressly prohibits any activity which is inconsistent with the terms of this Restrictive Covenant pursuant to Section 5. 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 Action.

Section 5. The Owner must restrict leases to uses and activities

consistent with the Restrictive 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 Restrictive 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 Action; to take samples, to inspect remedial actions conducted at the property, and to inspect records that are related to the Remedial Action.

Section 8. The Owner of the Property reserves the right under WAC 173-340-440 to record an instrument that provides that this Restrictive 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.

MODEL RESTRICTIVE COVENANT
Page 5

[NAME OF PROPERTY OWNER]

[DATE SIGNED]

[NOTE: The Property Owner must have this Restrictive Covenant
notarized.]