

When recorded return to:
Utah Department of Environmental Quality
Division of Environmental Response and Remediation
Attention: Voluntary Program Coordinator
Post Office Box 144840
Salt Lake City, Utah 84114-4840

11737556
10/07/2013 11:04 AM \$0.00
Book - 10183 Pg - 4565-4572
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UDEQ
P O BOX 144840
SLC UT 84114
BY: KSR, DEPUTY - MA 8 P.

RE: Eckman Midgley Building (VCP #C057)
150 East 9140 South, Sandy, Salt Lake County, Utah

K. Keeler
RECEIVED

OCT 14 2013

Environmental Response &
Remediation

CERTIFICATE OF COMPLETION

1. Compliance with Terms of Voluntary Cleanup Program

The Executive Director of Utah Department of Environmental Quality ("UDEQ"), through her undersigned designee below, has determined that First Industrial Realty Trust, Inc. and Sandy City, hereinafter referred to as "Applicant," have completed a UDEQ supervised voluntary cleanup of the real property described in Attachment A ("Property or "Site"), in accordance with sections 19-8-108 and 19-8-110 of the Utah Code Annotated and the Voluntary Cleanup Agreement entered into on August 13, 2007 and amended on March 16, 2009. The Applicant is granted this Certificate of Completion ("COC") pursuant to section 19-8-111, subject to the conditions set forth in paragraph three below. A figure depicting the Property is included in Attachment B.

2. Acknowledgment of Protection From Liability

This COC acknowledges protection from liability provided by section 19-8-113 of the Utah Code Annotated to an Applicant who is not responsible for the contamination under the provisions listed in subsection 19-8-113(1)(b) at the time the Applicant applies to enter into a Voluntary Cleanup Agreement, and to future owners who acquire the Property covered by this COC, and to lenders who make loans secured by the Property covered by the COC.

As set forth in section 19-8-113, this release of liability is not available to an owner or lender who was originally responsible for a release or contamination, or to an owner or lender who changes the land use from the use specified in Section 3 of the COC, if the changed use or uses may reasonably be expected to result in increased risks to human health or the environment, or to an owner or lender who causes further releases on the Property. Also, there is no release from liability if the COC is obtained by fraud, misrepresentation, or the knowing failure to disclose material information.

Finally, protection from liability is limited to contamination identified in the documents related to the investigation and cleanup of the Property.

SCANNED

DERR-2013-008122

3. Specified Land Use for Certificate of Completion

The future land use of this Site will be commercial, consistent with the industrial/commercial worker exposure scenario as described in the Risk Assessment Guidance for Superfund, Volume I, Human Health Evaluation, Parts A and B. The industrial/commercial worker exposure scenario is described as: exposure to adults to incidental ingestion and dermal contact to hazardous constituents for a duration of 25 years at a frequency of 250 days per year for 8 hours per day. Future uses of the Site will be limited to commercial/industrial uses.

Commercial industries that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the facility are not approved as future uses of the Property. Commercial industries that would expose children to hazardous constituents for extended periods of time, such as day care and school facilities, are also not approved as future uses of the Property. Residential uses are not approved. Uses that are not approved as stated above would be inappropriate and unacceptable for this Property. Additional investigation and possible remediation would be required and the Voluntary Cleanup Agreement/COC amended before the Property could be used for uses that are not currently approved.

Residual soil contamination above site-specific risk based cleanup levels remains at the Property, so the Applicant or its successors or assigns shall implement and maintain the appropriate monitoring, institutional control and risk management requirements outlined in the Site Management Plan, dated June 2013, as may be amended from time to time ("SMP"). The SMP may be amended by filing an amendment thereto acceptable to the Executive Director.

This COC is issued based upon compliance with the SMP. Among other things, the COC and SMP require:

- a. The Property to be used in a manner consistent with the land use described in Section 3;
- b. Non-use and non-access to groundwater located beneath the Property via wells, pits, sumps or other means for the purpose of irrigation, drinking or bathing;
- c. Compliance with the SMP including, but not limited to: routine inspection of engineering controls, and submission of monitoring and inspection results to UDEQ for review;
- d. Implementation and compliance with the Environmental Covenant ("EC") for the Property recorded with the Salt Lake County Recorder on August 26, 2013 in Book 10172 on pages 1889 - 1920;
- e. Compliance with the Contingency Plan (Section 4 of SMP), in the event site conditions change destabilizing contamination remaining in place (as defined in the SMP and EC);
- f. Continued reimbursement to the UDEQ for its oversight of the EC and SMP; and
- g. Continued consent to access by the UDEQ to monitor compliance with the EC and SMP.

4. Unavailability of Release of Liability

Use of the Property that is not consistent with Section 3 including failure to comply with the SMP and/or EC and provisions of this COC shall constitute a change in land use expected to result in increased risks to human health and the environment making the release of liability in Section 2 above unavailable.

5. Amended Certificate of Completion

There is no expectation that SMP compliance will cease to be a condition of this COC so long as contaminated soils remain on the Site above levels protective for unrestricted land use. Further remediation under the VCP would be needed to qualify for a new or amended COC that does not include compliance with the SMP as a condition of land use.

6. Availability of Records

All documents discussed in this COC are on file and may be reviewed at the UDEQ/Division of Environmental Response and Remediation ("DERR") office located at 195 North 1950 West, Salt Lake City, Utah.

7. Final Signature for Eckman Midgley Building Certificate of Completion

Dated this 25th day of September 2013.

Brent H. Everett

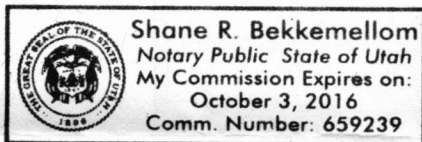
Brent H. Everett, Director
Division of Environmental Response and Remediation
And Authorized Representative of the
Executive Director of the Utah
Department of Environmental Quality

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On this 25th day of September, 2013, personally appeared before me, Brent H. Everett
who duly acknowledged that he signed the above Certificate of Completion as an authorized
representative of the Executive Director of the Utah Department of Environmental Quality.



Shane R. Bekkemellom
NOTARY PUBLIC

Residing At: Cottonwood Heights,
Utah

My Commission Expires October 3, 2016

Attachments: Attachment A: Legal Property Description
Attachment B: Eckman Midgley Building Site Map

ATTACHMENT A

**Eckman Midgley Building
Legal Property Description**

Eckman Midgley Building VCP Site

9140 South 150 East, Salt Lake City, Salt Lake County, Utah

Legal Property Description:

The following provides a legal description of the Eckman Midgley Building enrolled in the Voluntary Cleanup Program by First Industrial Realty, Inc and Sandy City.

Tax ID#: 3-02-016 and 3-02-003 Legal description

Exhibit "A": The entire property legally described below and known by the street address of 9140 South 150 East, Sandy, Utah, 84070 excepting therefrom the Western 33 feet thereof as measured from the centerline of the East Jordan Canal corresponding to a right of way conveyed and warranted to the East Jordan Irrigation Company via Warranty Deed dated December 27, 1905 and demarcated from the remainder of the property by an existing chain link fence.

Beginning at a point on the center of the East Jordan Canal said point being South 0°02'40" West along the street monument line in State Street 1087.32 feet and East 492.79 feet from the Street Monument found marking the intersection of 9000 South Street and State Street and running, thence the following eleven (11) courses along the center line of the East Jordan Canal 1) North 42°43'25" East 79.27 feet, 2) North 36°01'12" East 20.68 feet, 3) North 42°52'00" East 54.40 feet, 4) North 34°39'58" East 19.95 feet, 5) North 20°07'25" East 27.64 feet, 6) North 15°40'59" East 66.98 feet; 7) North 10°49'05" East 39.61 feet, 8) North 11°57'13" East 35.36 feet, 9) North 15°22'11" East 41.00 feet, 10) North 20°24'45" East 66.59 feet, 11) North 22°53'51" East 193.44 feet; thence South 89°57'57" East 124.82 feet, thence South 3°00'00" West 16.40 feet, thence South 86°57'00" East 394.68 feet, thence South 3°00'00" West 538.94 feet, thence West 755.92 feet to the center of said canal and the point of beginning. Contains 7.90 acres more or less.

ATTACHMENT B

**Eckman Midgley Building
Site Map**



AMEC Environment & Infrastructure, Inc. 9865 South 500 West Sandy, Utah 84070 Tel: (801) 999-2002 Fax: (801) 999-2098				SOURCE Aerial Photograph: NAIP 2012 6 inch orthography		CLIENT First Industrial Realty Trust, Inc 311 South Wacker Drive, Ste. 4000 Chicago, Illinois 60606	
PROJECT Eckman Midgley Building 9140 South 150 East Sandy, UT 84070				DWN BY: BTM		DATUM: NAD 83	
				CHK'D BY: KH		DATE: 11/30/2012	
TITLE Site Map				PROJECTION: UTM 12 North		SCALE: 1 inch = 119.79 feet	
				PROJECT NO.: 7-814-000308		FIGURE NO.: 1	