

Office of the City Recorder  
10000 Centennial Parkway  
Suite 311  
Sandy, Utah 84070

RECEIVED

SEP 09 2013

Environmental Response &  
Remediation

Karen Keller, Project Manager  
Division of Environmental Response and Remediation  
Utah Dept Of Environmental Quality  
P O Box 144840  
Salt Lake City, UT 84114-4840

Dear Ms Keller

Enclosed you will find a recorded copy of the Environmental Covenant

Please let me know if you have any questions

Sincerely,

Molly Berigan Spira, CMC  
Sandy City Recorder

Enclosure

SCANNED  
DERR - 2013 - 607232

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09/26/2013 12:01 PM \$0.00  
Book - 10172 Pg - 1334-1921  
SHF: M. OTT  
RECORDED SALT LAKE COUNTY UTAH  
SANDY CITY  
1000 CENTENNIAL PARKWAY  
SANDY UT 84070  
BY CJE DEPUT. - 09/26 F

When Recorded Return To

Mr Shane Pace  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070

With Copy To  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation  
195 North 1950 West  
P O Box 144840  
Salt Lake City, UT 84114-4840

Tax Parcel No 3-02-016 and 3-02-003,

### ENVIRONMENTAL COVENANT

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code Ann Section 57-25-101 et seq , (the "Utah Act") Sandy City ("Grantor" or "Sandy City") makes and imposes this Environmental Covenant upon the Property (or "Site") more particularly described in Exhibit A attached hereto and incorporated herein, subject to the terms and conditions stated herein

1 Notice Notice is hereby given that the Property is or may be contaminated with contaminants and therefore this Environmental Covenant must be imposed to mitigate the risk to the public health, safety and the environment

2 Environmental Response Project An environmental response project was conducted on the Property under the authority of the Voluntary Cleanup Program, Title 19, Chapter 8 of the Utah Code Ann The environmental response project identified future Property use as commercial Lead and arsenic above commercial clean up goals of 800 mg/kg lead and 100 mg/kg arsenic were identified in soils across the Property at varying concentrations and locations Potential exposure pathways were identified as human contact and ingestion of soil The environmental response project concluded that existing protective barriers, e g , warehouse, parking lot, landscaping, grass lawn, etc , prevent human contact and ingestion of soil and are protective for commercial use if maintained

3 Grantor Sandy City is the Grantor of this Environmental Covenant and is also an Owner as defined in Paragraph 4 with the property interest more particularly described in Paragraph 13 and is also a Holder as described in Paragraph 5

4 Owner The "Owner" of the Property is a person who controls, occupies, or holds an interest (other than this Environmental Covenant) in the Property at any given time Consistent with

Paragraph 9 of this Environmental Covenant, the obligations of the Owner are transferred to assigns, successors in interest, including without limitation to future owners of an interest in fee simple, mortgagees, lenders, easement holders, lessees, and any other person or entity who acquires any interest whatsoever in the Property, or any portion thereof, whether or not any reference to this Environmental Covenant or its provisions are contained in the deed or other conveyance instrument, or other agreements by which such person or entity acquires its interest in the Property or any portion thereof (“Transferees”)

5 Holder Sandy City is also the Holder (“grantee”) of this Environmental Covenant as defined in §§ 57-25-102(6), 103(1), 103(3)(b) The Holder may enforce this Environmental Covenant The Holder’s obligations hereunder are limited to the specific provisions and the limited purposes described herein The Holder’s rights and obligations survive the transfer of the Property The Holder shall have the right to designate one or more persons to act on its behalf under this Environmental Covenant, which designation shall (a) be in writing, (b) refer to this Environmental Covenant, and (c) be duly recorded in the Salt Lake County, Utah real property records, and following such designation Holder shall notify Owner and Agency regarding the same

6 Agency The Utah Department of Environmental Quality (“DEQ”) is the Agency under this Environmental Covenant The Agency may enforce this Environmental Covenant The Agency assumes no affirmative duties through the execution of this Environmental Covenant

7 Administrative Record The environmental response project is assigned VCP Site #057 and is named the Eckman Midgley Building VCP Site Copies of reports, plans and other records relating to the environmental assessment and response actions, including the Site Management Plan, are available through the DEQ Division of Environmental Response and Remediation through reference to VCP Site #057 or the Eckman Midgley Building VCP Site

8 Activity and Use Limitations As part of the Environmental Response Project described above, the following activity and use limitations are imposed on the Property

a Land Use Limitations Land use at the Property is limited to commercial uses 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/year for 8 hours/day Uses that include managed care facilities, hospitals or any type of business that would require a caretaker to reside on the Property are not approved uses Uses that would expose children to contaminants at the Property for extended periods of time (such as day care and school facilities) are also not approved Residential uses are not approved

b Site Management Plan The Owner shall comply with the Site Management Plan in the Administrative Record described above Key components of the Site Management Plan are summarized below

1 Engineering Controls The Site Management Plan describes the maintenance of existing protective barriers, e g , warehouse, parking lot, landscaping, grass lawn, etc (also called "Engineering Controls" herein) A figure depicting the Property and the Engineering Controls is included as Exhibit B

2 Inspection and Maintenance of Engineering Controls The Site Management Plan describes inspection requirements, e g , Owner shall inspect the Engineering Controls annually and shall submit reports to the DEQ per the requirements of the Site Management Plan The Owner shall report and repair any damage to Engineering Controls in a manner consistent with the Site Management Plan

3 Future Development or Disturbances The Site Management Plan describes steps that shall be taken if the Engineering Controls must be disturbed The Owner shall first develop and submit to the DEQ for review and comment a work plan to properly characterize, handle and dispose of any soil potentially contaminated with lead or arsenic in accordance with the Site Management Plan Management of soil leaving the Site must be consistent with all pertinent federal, state, and local environmental laws If future development occurs, the Engineering Controls may be removed provided they are replaced with barriers or engineering controls of equal or greater protectiveness

4 Health and Safety Plan Required When excavations are undertaken, the Site Management Plan requires the Owner to develop and follow a worker health and safety plan that includes provisions for worker protection, work area monitoring and appropriate testing The Owner shall notify workers of the contamination Workers shall have proper training and be provided with health and safety procedures in compliance with applicable worker health and safety laws

c Interference Prohibited Except as allowed by the Site Management Plan, Property use that interferes with the effectiveness of the Engineering Controls is prohibited

9 Running with the Land This Environmental Covenant shall run with the land, pursuant to and subject to the Utah Act

10 Compliance Enforcement This Environmental Covenant may be enforced pursuant to the Utah Act Failure to timely enforce compliance with this Environmental Covenant or the activity and use limitations contained herein shall not bar subsequent enforcement, and shall not be deemed a waiver of a right to take action to enforce any non-compliance Nothing in this Environmental Covenant shall restrict the Agency from exercising any authority under applicable law If the Property or any portion thereof is put to a use that is not consistent with Paragraph 8 entitled "Activity and Use Limitations", this use shall constitute a change of use that is expected to result in increased risk to human health and the environment making the release of



liability in the Certificate of Completion issued pursuant to the Voluntary Cleanup Program unavailable

11 Rights of Access The right of access to the Property is permanently granted to the Holder and the Agency and their contractors for necessary response actions, inspections, implementation and enforcement of this Environmental Covenant

12 Notice upon Conveyance The Owner shall notify the Agency and the Holder within twenty days after each conveyance of an interest in any portion of the Property Owner's notice to the Agency and the Holder shall include the name, address and telephone number of the Transferee, a copy of the deed or other documentation evidencing the conveyance, and an unsurveyed plat that shows the boundaries of the property being transferred Instruments that convey any interest in the Property (fee, leasehold, easement, etc .) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Environmental Covenant and shall identify the date, entry no , book and page number at which this document is recorded in the records of the Salt Lake County Recorder, in the State of Utah

13 Representations and Warranties Grantor hereby represents and warrants to the other signatories hereto

A that the Grantor is the sole owner of the Property,

B that the Grantor holds fee simple title to the Property which is free, clear and unencumbered,

C that the Grantor has the power and authority to enter into this Environmental Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder,

D that the Grantor has identified all other persons that own an interest in or hold an encumbrance on the Property, and notified such persons of the Owner's intention to enter into this Environmental Covenant, *and*

E that this Environmental Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which the Grantor is a party or by which the Grantor may be bound or affected

14 Amendment or Termination This Environmental Covenant may be amended or terminated pursuant to the Utah Act Sandy City waives signing and notice if Sandy City's ownership of the Property ceases

15 Effective Date, Severability and Governing Law The effective date of this Environmental Covenant shall be the date upon which the fully executed Environmental Covenant has been recorded as a document of record for the Property with the Salt Lake County Recorder If any provision of this Environmental Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired This Environmental Covenant shall be governed by and interpreted in accordance with the laws of the State of Utah

16 Recordation and Distribution of Environmental Covenant Within *thirty (30)* days after the date of the final required signature upon this Environmental Covenant, the Grantor shall file this

Environmental Covenant for recording in the same manner as a deed to the Property, with the Salt Lake County Recorder's Office. The Grantor shall distribute a file-and-date stamped copy of the recorded Environmental Covenant to the DEQ.

17 Reimbursement of DEQ Oversight Costs. The Owner shall reimburse DEQ in full for all activities contemplated in this Environmental Covenant which require review, inspection, involvement, or otherwise incur costs for DEQ. This provision is not intended to affect obligations established solely between First Industrial Realty Trust, Inc. and Sandy City.

18 Notice. Unless otherwise notified in writing by or on behalf of the pertinent party any document or communication required by this Environmental Covenant shall be submitted to

Project Manager  
VCP Site #057  
Division of Environmental Response and Remediation  
DEQ  
P O Box 144840  
Salt Lake City, Utah 84114-4840

Public Utilities Director  
Sandy City  
10000 Centennial Parkway  
Sandy, Utah 84070

19 Governmental Immunity. In executing this covenant, the DEQ does not waive governmental immunity afforded by law. The Owner, for itself and its successors, assigns, and transferees, hereby fully and irrevocably releases and covenants not to sue the State of Utah, its agencies, successors, departments, agents, and employees ("State") from any and all claims, damages, or causes of action arising from, or on account of the activities carried out pursuant to this Environmental Covenant except for an action to amend or terminate the Environmental Covenant pursuant to sections 57-25-109 and 57-25-110 of the Utah Code Ann. or for a claim against the State arising directly or indirectly from or out of actions of employees of the State that would result in (a) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq. or (b) individual liability for actions not covered by the Governmental Immunity Act as indicated in Sections 63G-7-202 and 902 of the Governmental Immunity Act, as determined in a court of law.

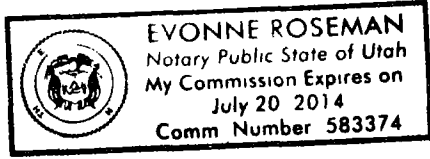
SANDY CITY

✕ Tom Dolan  
The Honorable Tom Dolan  
Mayor, Sandy City

7/31/2013  
Date

State of Utah \_\_\_\_\_ )  
ss  
County of Salt Lake \_\_\_\_\_ )

On this 31st day of July, 2013, appeared before me, the Honorable Mayor Tom Dolan, Mayor of Sandy City Grantor herein, who, his identity and position having been satisfactorily established to me, affirmed to me upon oath that the governing body of Sandy City, has authorized him to execute the foregoing Environmental Covenant, and did duly acknowledge in my presence having executed the same for the purposes stated therein



Evonne Roseman  
Notary Public

**UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY**

The Utah Department of Environmental Quality authorized representative identified below hereby approves the foregoing Environmental Covenant pursuant to Utah Code Ann Sections 57-25-102(2) and 57-25-104(1)(e)

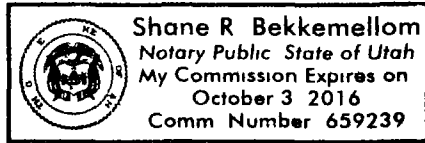
Brent H. Everett  
Brent H Everett, Director  
Division of Environmental Response and Remediation  
Utah Department of Environmental Quality

14 August 2013  
Date

State of Utah \_\_\_\_\_ )  
ss  
County of Salt Lake \_\_\_\_\_ )

On this 14<sup>th</sup> day of August, 2013 appeared before me Brent H Everett, an authorized representative of the Utah Department of Environmental Quality, personally known to me, or whose identity has been satisfactorily established to me, who acknowledged to me that he executed the foregoing Environmental Covenant

Shane R Bekkemellom  
Notary Public



# EXHIBIT A

Legal Description

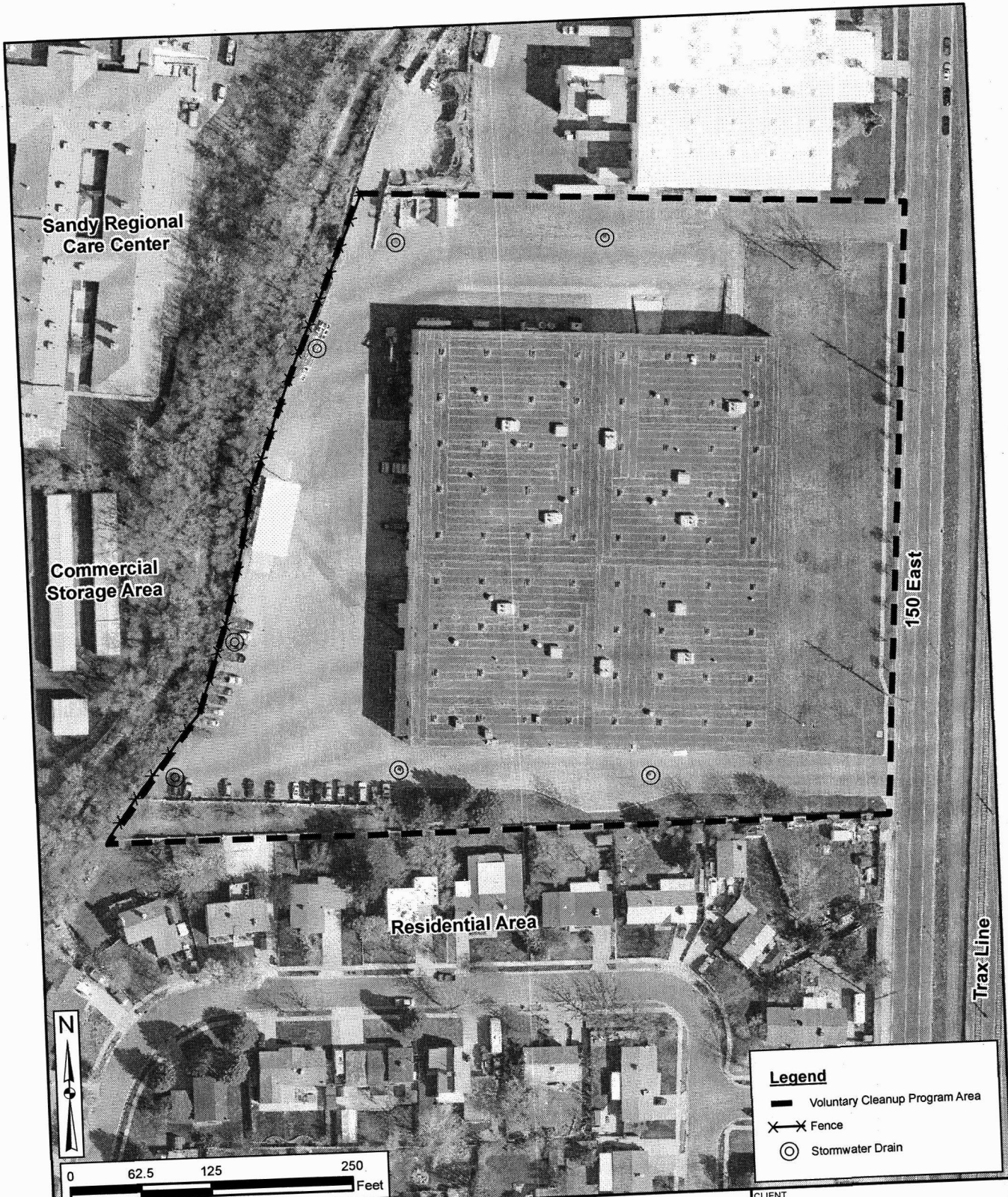
## LEGAL DESCRIPTION

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  $0^{\circ}02'40''$  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  $42^{\circ}43'25''$  East 79 27 feet, 2) North  $36^{\circ}01'12''$  East 20 68 feet, 3) North  $42^{\circ}52'00''$  East 54 40 feet, 4) North  $34^{\circ}39'58''$  East 19 95 feet, 5) North  $20^{\circ}07'25''$  East 27 64 feet, 6) North  $15^{\circ}40'59''$  East 66 98 feet, 7) North  $10^{\circ}49'05''$  East 39 61 feet, 8) North  $11^{\circ}57'13''$  East 35 36 feet, 9) North  $15^{\circ}22'11''$  East 41 00 feet, 10) North  $20^{\circ}24'45''$  East 66 59 feet, 11) North  $22^{\circ}53'51''$  East 193 44 feet, thence South  $89^{\circ}57'57''$  East 124 82 feet, thence South  $3^{\circ}00'00''$  West 16 40 feet, thence South  $86^{\circ}57'00''$  East 394 68 feet, thence South  $3^{\circ}00'00''$  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

## **EXHIBIT B**

### **Site Maps**



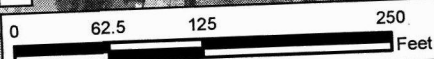
Sandy Regional  
Care Center

Commercial  
Storage Area

Residential Area

150 East

Trax Line



Legend	
	Voluntary Cleanup Program Area
	Fence
	Stormwater Drain

**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

DATE: 11/30/2012

CHK'D BY: KH  
 P:\Environmental\Projects\7814-308\GIS\Fig1

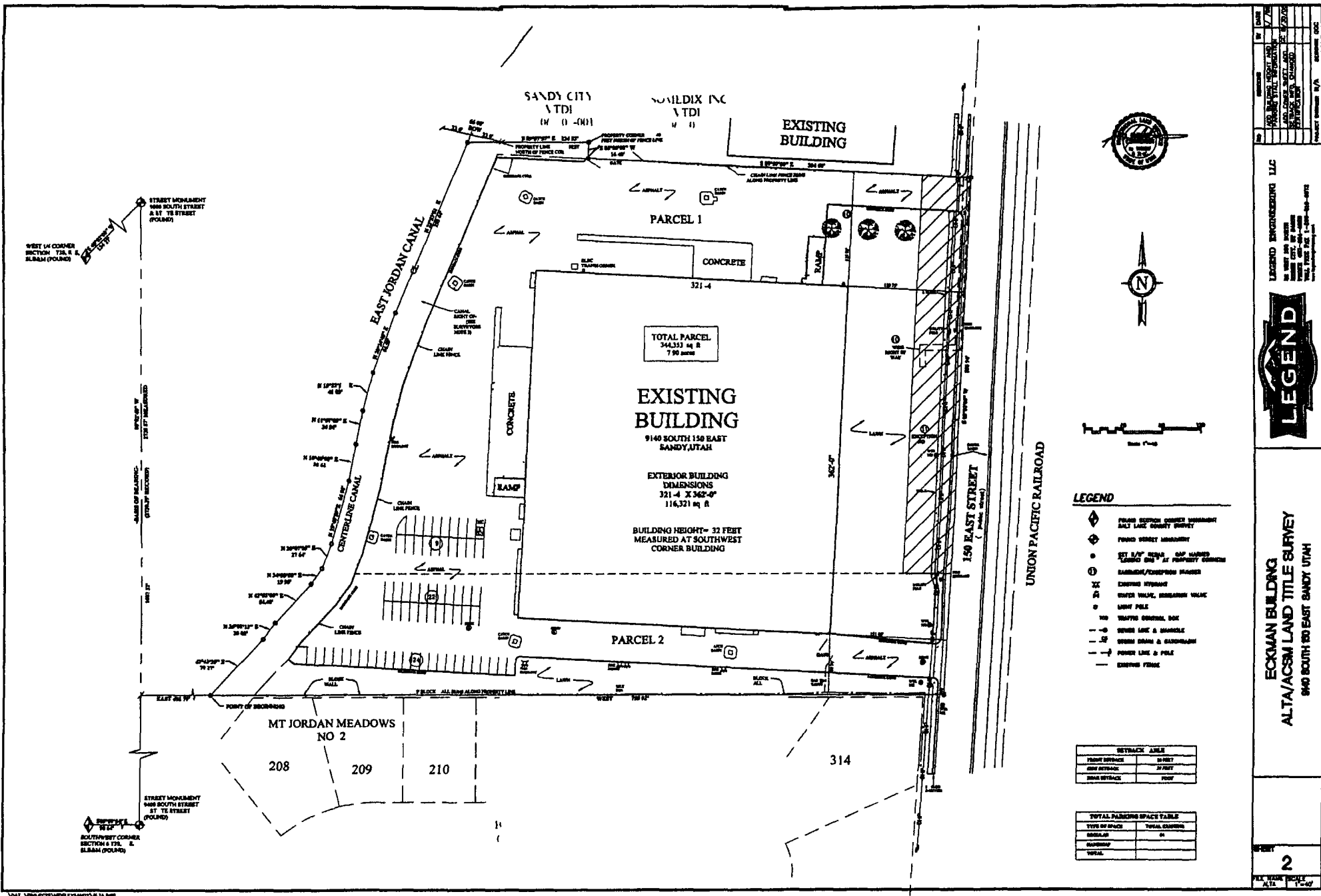
PROJECT NO: 7-814-000308

PROJECTION: UTM 12 North  
 SCALE: 1 inch = 119.79 feet

FIGURE NO: 1

TITLE  
**Site Map**





- LEGEND**
- ◆ FOUND SECTION CORNER MEASUREMENT
  - ◆ FOUND QUARTY CORNER MEASUREMENT
  - ◆ FOUND QUARTY MEASUREMENT
  - SET 1/4" BENCH CAP MARKED
  - ⊕ BARRICADE/CONSPICUOUS MARKERS
  - ⊗ CENTER HYDRANT
  - ⊙ SINKER VALVE, REGULATOR VALVE
  - LIGHT POLE
  - ⊞ NO TRAFFIC CONTROL BOX
  - POWER LINE & MANHOLE
  - OPEN DRAIN & GROUNDHOLE
  - POWER LINE & POLE
  - EXISTING FENCE

RETRACTABLE	
FRONT STRIKE	10 FEET
REAR STRIKE	20 FEET
DRIVE STRIKE	FOOT

TOTAL PARKING SPACE TABLE	
TYPE OF SPACE	TOTAL COUNTING
REGULAR	04
OVERHEAD	
TOTAL	

NO.	DATE	BY	REVISION
1	7/22	ALTA	PRELIMINARY
2	8/20/20	ALTA	FINAL
3	8/20/20	ALTA	REVISIONS
4	8/20/20	ALTA	REVISIONS

LEGEND ENGINEERING LLC  
 100 WEST 100 SOUTH  
 SUITE 200  
 SALT LAKE CITY, UT 84115  
 TEL: 313.462.1100  
 FAX: 313.462.1101  
 www.legendengr.com



ECKMAN BUILDING  
 ALTA/ACSM LAND TITLE SURVEY  
 940 SOUTH 900 EAST SANDY UTAH

**SITE MANAGEMENT PLAN  
ECKMAN MIDGLEY BUILDING  
150 EAST 9140 SOUTH  
VOLUNTARY CLEANUP PROGRAM  
ASSISTANCE ID No C057  
SANDY, UTAH**

June 2013

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## FIGURES

Figure 1 Site Vicinity Map  
Figure 2 Site Map

## APPENDICIES

Appendix A Legal Description  
Appendix B Site Inspection Form

**SITE MANAGEMENT PLAN  
ECKMAN MIDGLEY BUILDING  
150 EAST 9140 SOUTH  
VOLUNTARY CLEANUP PROGRAM  
ASSISTANCE ID No C057  
SANDY, UTAH**

## **1 0 INTRODUCTION**

The purpose of the Site Management Plan (SMP) in conjunction with the Environmental Covenant (EC) is to manage activities at the Eckman Midgley Building property (Site) to reduce potential exposure to lead and arsenic in soil. The Site, as referenced in the SMP and EC, consists of the recorded legal description excepting the East Jordan Canal easement located at the west side of the property (see section 1.2 for description). The SMP outlines procedures that will ensure that the surface cap (building, asphalt parking area, concrete sidewalk and drives, chain link fence, sod, and landscape cover) areas are properly maintained. Additionally, the SMP outlines procedures for subsurface work that may occur on the Site over time. This SMP and Environmental Covenant is incorporated into the Certificate of Completion (COC) issued by Utah Department of Environmental Quality (UDEQ) and recorded against the Site.

The Site was accepted in the Voluntary Cleanup Program (VCP) and assigned identification number C057. An *Environmental Site Assessment Voluntary Cleanup Program (ESA)* report was prepared in June 2007. A *Site Characterization Work Plan (SCWP)* was prepared to characterize the distribution of contaminants of concern, lead and arsenic, in soils from historical smelting operations in the Site vicinity. The SCWP includes Background Information, Sampling and Analysis Plan (SAP), and Quality Assurance Project Plan (QAPP). A *Site Characterization Report* was completed in October 2010 and a lead risk assessment was completed in May 2011.

The primary constituents of concern are lead and arsenic which were not identified at all sample locations, but rather at isolated locations. Based on the findings of the Site characterization and risk assessment, lead and arsenic at the Site do not pose an unacceptable risk to human health or the environment. A *Site Management Plan* and environmental covenant will be in place to address procedures for workers when completing ground disturbing activities.

Current caps on the Site that act as engineering controls consists of asphalt, concrete, grass cover, current warehouse building, and clean surface soil on the east bank of the canal. The majority of the Site is paved with concrete or asphalt preventing infiltration of precipitation and contains a constructed storm water management system which prevents infiltration of precipitation and contact with shallow soil.

## **1 1 PROPOSED LAND USE**

The Site is currently utilized as a commercial warehouse building by Sandy City for storage and operations and will continue to be used for commercial purposes as per local zoning ordinance. The Site contains a commercial building, sidewalks, asphalt paved parking areas, and East

Jordan Irrigation Canal easement on the west side of the Site Groundwater at the Site will not be used for drinking bathing, or irrigation purposes

## 1 2 SITE LOCATION

The Eckman Midgley property comprises approximately 7.91 acres of developed land located at 150 East 9140 South in Sandy Utah The Site consists of the Eckman Midgley property excepting the East Jordan Canal Easement The easement consists of the Western 33 feet of the property from the centerline of the East Jordan Canal conveyed and warranted to the East Jordan Irrigation Company via Warranty Deed Dated December 27, 1905 The easement is generally delineated by an existing chain link fence Access, control, and maintenance of the canal was "conveyed and warranted to the East Jordan Canal Irrigation Company by the 1905 warranty deed therefore the owner as described in the EC does not have access to the easement for site management **Figures 1 and 2** depict the property boundaries and relevant features of the Site The legal description for the Site is provided in **Appendix A**

## 2 0 SITE CHARACTERIZATION

Soil sampling was conducted in 2006, 2008, and 2010 to characterize the entire Eckman Midgley property and delineate potential impacts from historical operations of the area as part of the Sandy Smelters Environmental studies address characterization of the conditions and are on file with First Industrial Realty Trust (First Industrial), Sandy City (current owner) and the Utah Department of Environmental Response and Remediation (DERR) Report references are included in Section 5.0 References

## 2 1 SOIL CHARACTERIZATION

The Site contains one building with the remainder covered by asphalt, concrete, and sod The Site investigations confirmed that lead and arsenic concentrations are present on Site but concentrations are not consistently present at all locations throughout the Site Site soil concentrations were compared to the site specific cleanup level (SSCL), accepted by the DERR, for total arsenic of 100 milligrams per kilogram (mg/kg), the May 19, 2009, EPA Regional Screening Level (RSL) for total lead of 800 mg/kg, and EPA Synthetic Precipitation Leaching Procedures (SPLP) for lead and arsenic Soil Leaching Screening Levels (SLSL) of 5.0 mg/L for industrial soils Total arsenic above the SSCL is limited to shallow soil/fill between 1 and 5 feet below ground surface (bgs) at 4 of 31 sample locations Total lead above the RSL is present in surface and shallow soil/fill at surface locations between 0 and 1 foot at 5 of 30 locations and at shallow soil/fill between 1 and 5 feet at 4 of 31 sample locations Based on the results of the Site characterization, lead concentrations in surface soils located at S-3, S-6, S-9, and S-12 exceed the RSL Lead and/or arsenic concentrations in shallow soils located at B3-SS1, B6-SS2, B7-SS1, S-2, and S-20 exceed the RSL and SSCL, respectively

## 2 2 GROUNDWATER CHARACTERIZATION

Groundwater at the Site occurs in a confined aquifer known as the principal aquifer, utilized for drinking water, and is located a minimum of 200 feet below ground surface (bgs) The regional direction of groundwater flow is generally to the west-northwest toward the Great Salt Lake

Groundwater was not encountered during characterization activities to 65 feet bgs and soils with lead and arsenic are not in direct contact with groundwater. The majority of the Site consists of buildings and asphalt parking lots and driveways which effectively inhibit infiltration of surface water through Site soils to the water table. Toxic Characteristic Leaching Procedure (TCLP) and Synthetic Precipitation Leaching Procedure (SPLP) analysis indicate the mobility of on-Site lead and arsenic is minimal and below SLSLs. Drinking and irrigation water are supplied through the local water municipality.

### **2.3 SURFACE WATER CHARACTERIZATION**

The East Jordan Irrigation Canal owns the water rights and operates/maintains the canal located on the west side of the Site. The property boundary extends to the centerline of the canal. Access to the canal from the Site is restricted by a chain link fence and the Site property owner cannot control and is not responsible for potential up gradient lead and arsenic sources discharging to the canal. Six sediment grab samples were collected from 0-4 inches bgs within the East Jordan Canal. The sample locations were placed down gradient of surface runoff drains located on Site and at 100 foot intervals, to evaluate if elevated levels of lead and arsenic were migrating into the canal sediment from the parking area or possibly from upgradient sources. The six sediment samples concentrations for lead and arsenic were below RSLs and SSCL, respectively. Lead and arsenic surface soil analytical results collected on the east bank of the canal from 0 to 6 inches bgs were below RSLs and SSCL, respectively. Total lead above the RSL was present in 2 of 5 shallow soil samples. SPLP analysis indicate the mobility of lead and arsenic is minimal and below the SLSL.

### **2.4 LEAD RISK ASSESSMENT**

The potential for adverse effects of adult lead exposure was evaluated by calculating a blood lead level in a pregnant adult and in a fetus using the US EPA Adult Lead Model (AMEC, 2011). The Adult Lead Model evaluates adult lead exposure by calculating a blood lead level in a pregnant adult followed by calculating the resulting blood lead level in a fetus. The model conservatively evaluates the upper end of the distribution of possible blood lead concentrations. Two receptors were considered for the evaluation of lead exposure at the site: an irrigation worker and a construction worker. The resulting target soil concentration for an irrigation worker is 2,240 mg/kg and for a construction worker is 1,120 mg/kg.

The highest potential receptors of an irrigation and construction worker were conservatively evaluated. This SMP addresses risk mitigation for potential exposure of construction workers from subsurface disturbance.

### **2.5 EXISTING SITE EXPOSURE BARRIERS**

Land improvements at the Site currently function as engineering controls and exposure barrier to lead and arsenic impacted soil and are designed to prevent exposure to soil. The Site is improved with an approximate 120,000 square foot concrete slab-on-grade warehouse building, sidewalk, driveways, landscape, and fence. Sandy City currently utilizes the site as a Public Utilities Operations Center. Most of the department vehicles and equipment are parked inside the building over night, and the yard is used for materials storage. All of the Operations Division

employees are located here, with office space and materials storage and warehousing for the whole department. There are 35 to 40 employees (depending on the season) at this location, but spend the day in the field working on street lighting, storm water, and culinary water projects.

The existing exposure barriers and estimated thicknesses are presented based on knowledge of minimum construction requirements for concrete, aggregate, and asphalt thickness. Actual thickness of Site construction may be greater as necessary to meet appropriate building code and project design.

- Concrete slab-on-grade floors minimum 4-inch thick with a 4-inch thick construction fill
- Continuous concrete footing a minimum 12-inch thick with a minimum 4-inch thick construction fill
- Asphalt thickness minimum of 3-inches with 6 to 8-inch aggregate base
- Concrete pavement minimum of 6 to 12-inches and concrete sidewalk of 4 to 6 inches thick on a 6 to 8 inch aggregate base course
- Maintained lawn and landscaping approximately 6-inches thick (grass, root system, and soil) is located from the east side of the building to approximately 100 feet to 150 East and on the south side of the Site (approximately 20 to 30 feet wide)
- A 6-foot tall continuous chain link fence is located on the west side of the property approximately 33-feet from the centerline of the East Jordan Canal

### **3 0 SITE MONITORING REQUIREMENTS**

The owner of the Site will perform visual inspections of the existing Site improvements (slab-on-grade asphalt parking area, concrete sidewalks and drives, chain link fence and landscaping) to ensure their integrity and condition as physical barriers to soil exposure. The inspection program will validate that there are no issues with existing Site improvements that could result in potential human health or environmental exposure occurring at the Site. The following are the goals for the inspection program:

- Identify and correct any risks or practices that pose a threat at the Site
- Documentation of corrective action, if any, upon completion of visual inspections

### **3 1 INSPECTIONS AND VERIFICATION FREQUENCY**

The frequency of the inspections will be annually. The inspections may occur more frequently in the event there are construction activities that require additional monitoring regarding the management of soils and repair of the surface cover (e.g. asphalt, concrete, sod, etc.)

### **3 2 INSPECTIONS AND VERIFICATION REPORTING**

A checklist for conducting inspections is provided in **Appendix B**. In the event corrective actions are needed for any of the inspection parameters, they will be noted in the comment field. Inspections records will be kept on file and provided to the DERR. Additionally, the current Site owner will notify the DERR 10 business days in advance of the annual Site inspection so the DERR will have the opportunity to attend the inspection. The specifications listed in **Table 1** are

minimum requirements for exposure barriers and are not intended as building specifications. Site building and construction activities should additionally meet appropriate building code and project design requirements.

**Table 1 –Exposure Barrier Cap Specifications**

<b>Materials</b>	<b>Specifications (current minimum specifications)</b>
Existing Buildings	A minimum of 4-inch thick concrete slab on grade floors minimum 12-inch thick continuous concrete footing
Construction Fill	A minimum of 4-inch soils fill
Road Base Material	A 6 to 8-inch rough aggregate base beneath asphalt pavement
Asphalt Surfaces	A minimum of 3-inch thick asphalt pavement on 6 to 8-inch aggregate base course
Concrete Surfaces	A 6 to 12-inch concrete pavement with 4 to 6-inch concrete sidewalk on 6 to 8-inch aggregate base course
Sod Cap	A minimum of 6-inches of sod material (grass root system and soil)
Landscape Cap	A minimum of 6-inches of landscape cover such as bark, rock etc
Chain Link Fence	A 6-foot high continuous chain link fence at canal

Inspections will be conducted to ensure that the requirements of the SMP are continuing to be met. Inspection procedures will include walking the Site and identifying any changes and/or abnormalities associated with engineering controls and use limitations as well as the condition of the cap. Damages to the cap material (asphalt, concrete pavement surfaces, sidewalks and landscape material), building improvements and construction that include digging activities will be noted. At a minimum, the Site inspection schedule presented in **Table 2** will be observed.

**Table 2 – Site Inspection Activities and Schedule**

<b>Item</b>	<b>Schedule</b>	<b>Barrier/Cap Standard</b>
Verify Land and Groundwater Use during Inspection	Annually	Consistent with the SMP
Existing Buildings	Annually	A minimum of 4-inch thick concrete slab on grade floors minimum 12-inch thick continuous concrete footing
Inspect Asphalt Cap	Annually	A minimum of 3-inch asphalt pavement on 6 to 8-inch aggregate base course
Inspect Concrete Pavements and Sidewalks	Annually	6 to 12-inch concrete pavement and 4 to 6-inch concrete sidewalks
Inspect Chain Link Fence	Annually	Inspect integrity i.e. attached to support post no broken links and lock on gate
Inspect Sod Material	Annually	6-inch sod material (grass, root system, and soil)
Inspect Landscape Cover	Annually	6-inch landscape cover (bark rock etc )



### **3 3 CONSTRUCTION ACTIVITIES AND DEMOLITION**

All on-Site construction activities, work in the on-Site right-of-ways and demolition will require compliance with appropriate permitting authorities. All SMP requirements will be met during the permitting and/or contracting process. Ground material caps may be removed for construction and/or demolition activities at the Site provided the requirements of this SMP are met.

If the cap is breached as described below during Site activities, the DERR will be notified verbally within 48 hours of the breach and appropriate response actions will be developed and implemented in consultation with the DERR.

a. If subsurface disturbance activities are less than 2-feet below grade (i.e. sprinkler repair), after notification to the DERR of the planned activity, work may proceed while following activities in Section 3.3c.

b. If subsurface activities are greater than 2-feet below grade for a planned activity, appropriate response actions will include at a minimum development of a work plan with review and approval of the work plan by the DERR. The work plan may include soil sampling of potential impacted material and include activities in Section 3.3c. If subsurface activities greater than 2-feet below grade are due to an unplanned event or catastrophic event (Section 4.2), DERR will be notified within 48 hours, a work plan developed and approved, and activities in Section 3.3c will be completed.

c. Qualified contractors or maintenance personnel will be selected to perform construction activities that involve excavation or disturbance of impacted materials on-Site. Workers will be informed about impacted soil and will be required to take appropriate precautions to prevent incidental ingestion or inhalation of soil and dust particles. Contractors will be responsible for the health and safety of on-Site workers. Contractors will be required to control access to construction areas and to control the spread of impacted material during construction activities. Specific issues to be addressed by the contractor will include, generation of dust and mud, surface water control, pollution by contractors, erosion control, and cross-contamination of clean cover materials. Construction activities will comply with existing environmental rules and regulations. Management of soil leaving the Site will be consistent with all pertinent federal, state, and local environmental laws. Upon completion of activities, the surface cap must be restored and maintained as specified in **Table 1**.

### **4 0 CONTINGENCY PROCEDURES**

The purpose for the contingency procedures is to ensure that the engineering controls and use limitations at the Site are managed for non-routine subsurface activities not previously addressed or catastrophic events that may compromise the cap. In addition to SMP requirements, activities must comply with appropriate permitting authorities. The contingency procedures are included in the following sections:

#### **4 1 NON-ROUTINE MAINTENANCE PROCEDURES**

The owner of the Site will be responsible for implementing the SMP. The owner will review and maintain inspection reports, identify areas needing repair, and identify the resources needed to perform repairs and confirm that maintenance requirements have been adequately addressed.

including non-routine maintenance that may include construction in the Site right of way (water, sanitary sewer, storm sewer fiber optics etc)

All on-Site construction activities and work in the right-of-way will require permits issued by appropriate local authorities. All SMP requirements will be met during the permitting and/or contracting process. If contamination is discovered during subsurface activities, future construction, or unrelated Site investigation activities, appropriate response actions will be developed and implemented in consultation with the DERR per the procedures outlined in Section 3.3 above.

## **4.2 CATASTROPHIC EVENTS**

The following are examples of the types of catastrophic events that could occur at the Site that could breach the cap:

- Structural failure of potable water or sanitary sewer lines
- Structural failure of the asphalt and concrete cap
- Earthquake
- Flooding

In the occurrence of a catastrophic event, the area must be restricted except to emergency response personnel. Actions must be taken to prevent the migration of the landscape, asphalt, and concrete caps and underlying soil by containing this material within berms or other structures. Particular attention will be given to preventing this material from entering the storm sewer system. In the event of a water line failure, practical measures will be employed to contain the run-off from traveling off-Site.

## **5.0 REFERENCES**

Granite Environmental Inc., *'Phase I Environmental Site Assessment, Revised Report In Conformance with ASTM Standard E 1527-00, of the Eckman Midgley Building, 150 East 9140 South, Sandy, Utah 84070,'* dated July 28, 2006

Granite Environmental Inc., *"Phase II Environmental Site Investigation, Revised Report,"* dated October 30, 2006

AMEC Earth & Environmental, *"Environmental Site Assessment, Voluntary Cleanup Program, Eckman Midgley Building, 150 East 9140 South, Sandy, Utah,"* June 29, 2007

AMEC Earth & Environmental, *"Site Characterization Work Plan, Voluntary Cleanup Program, Eckman Midgley Building, 150 East 9140 South, Sandy Utah,"* February 18, 2008

AMEC Earth & Environmental, *"Addendum to Site Characterization Work Plan, Eckman Midgley Building, 150 East 9140 South, Sandy, Utah voluntary Cleanup Site #C057,"* March 31, 2008

AMEC Earth & Environmental, *Subsurface Letter Update, Eckman Midgley Building, Voluntary Cleanup Program Assistance ID No C057, 150 East 9140 South, Sandy, Utah,* November 19, 2008

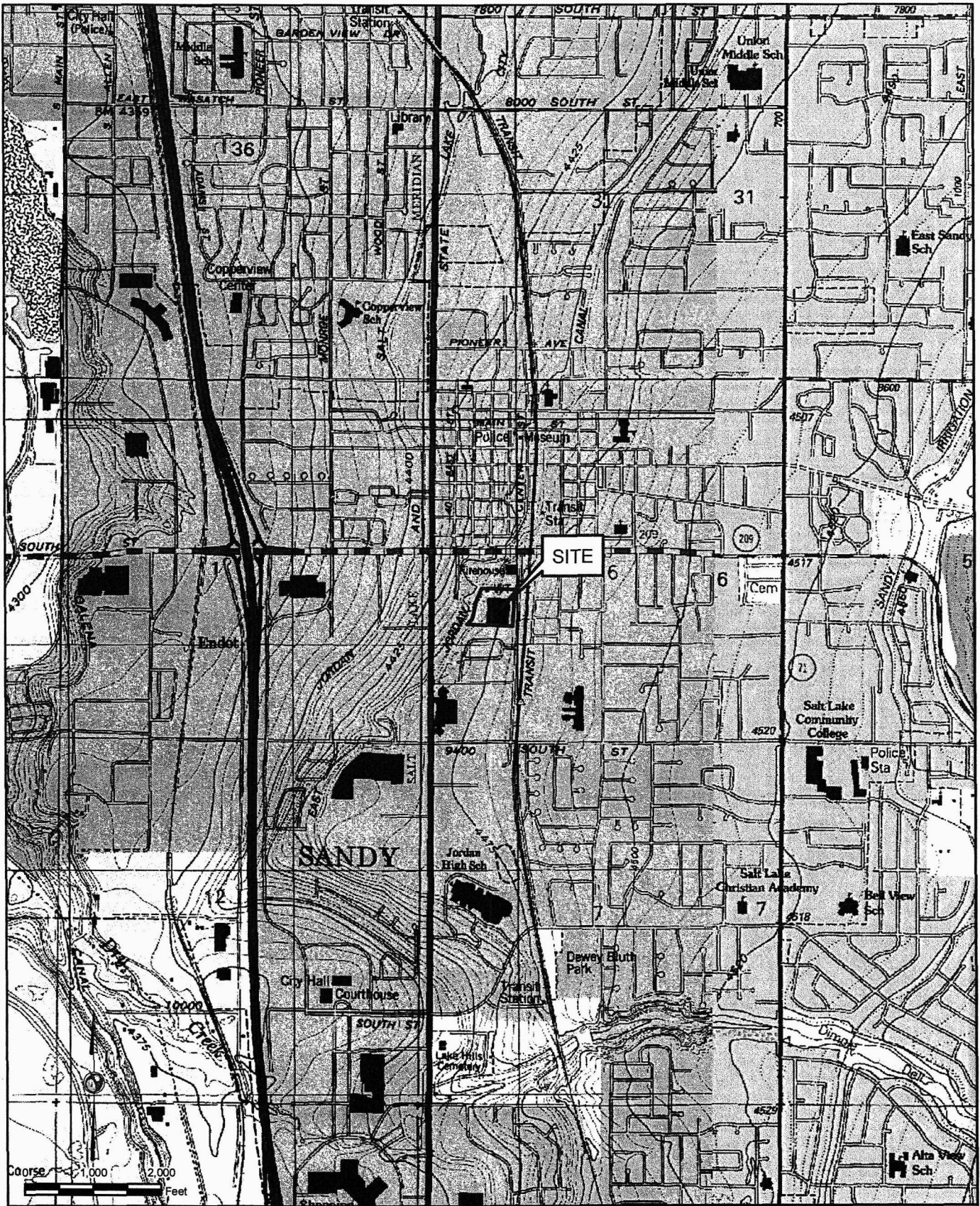
AMEC Earth & Environmental, *'Site Characterization Report Eckman Midgley Building, Voluntary Cleanup Program, Assistance ID No C057, 150 East 9140 South, Sandy, Utah "*April 24 2009

AMEC Earth & Environmental, *"Addendum Letter Canal Sampling Results, Eckman Midgley Building, Voluntary Cleanup Program, Assistance ID No C057, 150 East 9140 South, Sandy, Utah, August 13, 2010*

AMEC Earth & Environmental, *"Site Characterization Report Eckman Midgley Building, Voluntary Cleanup Program, Assistance ID No C057, 150 East 9140 South, Sandy, Utah,"* October 2010

AMEC Earth & Environmental, *'Lead Risk Assessment Report, Eckman Midgley Building, Voluntary Cleanup Program Assistance ID No C057, 150 East 9140 South, Sandy, Utah,"* April 24, 2009

## FIGURES



**AMEC Earth & Environmental**

9865 South 500 West  
Sandy, Utah 84070  
Tel: (801) 999-2002  
Fax: (801) 999-2035



CLIENT

FIRST INDUSTRIAL REALTY TRUST, INC.  
311 South Wacker Drive, Suite 4000  
Chicago, Illinois 60606

Midvale Quadrangle, 1999  
USGS 7.5 Minute  
Series (Topographic)

PROJECT

**ECKMAN MIDGLEY BUILDING**  
9140 South 150 East  
Sandy, Utah 84070

DWN BY:

MKW

DATUM:

NAD 83

DATE:

05/24/07

CHKD BY:

REK

P:\Env\Proj\2007\74-03081  
GIS\Figure1\_Vicinity\_Map

PROJECT NO:

7-814-000308

PROJECTION:

SCALE:

FIGURE NO:

UTM 12 North

1 inch equals 2,000 feet

1

TITLE

**VICINITY MAP**





<b>AMEC Environment &amp; Infrastructure, Inc.</b> 9865 South 500 West Sandy, Utah 84070 Tel: (801) 999-2002 Fax: (801) 999-2098				<b>SOURCE</b> Aerial Photograph: NAIP 2012 6 inch orthography		<b>CLIENT</b> First Industrial Realty Trust, Inc 311 South Wacker Drive, Ste. 4000 Chicago, Illinois 60606			
<b>PROJECT</b> Eckman Midgley Building 9140 South 150 East Sandy, UT 84070				<b>DWN BY:</b> BTM		<b>DATUM:</b> NAD 83		<b>DATE:</b> 11/30/2012	
				<b>CHK'D BY:</b> KH		P:\Environmental\Projects\7814-308\GIS\Fig1		<b>PROJECT NO.:</b> 7-814-000308	
<b>TITLE</b> Site Map				<b>PROJECTION:</b> UTM 12 North		<b>SCALE:</b> 1 inch = 119.79 feet		<b>FIGURE NO.:</b> 2	

**APPENDIX A**

Legal Description

## Canal Legal description

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



**APPENDIX B**

Site Inspection Form

## SITE INSPECTION FORM – VCP #C057

Date \_\_\_\_\_ Property Name \_\_\_\_\_

Address 150 East 9140 South, Sandy, Utah

TABLE 1 – SITE INSPECTION ACTIVITIES AND SCHEDULE

ITEM	SCHEDULE	STANDARD
Verify Land and Groundwater Use during Inspection	Annually	Consistent with the SMP
Existing Building(s)	Annually	Minimum 4 inch thick slab on grade concrete floors minimum 12 inch thick continuous concrete footings and foundation walls
Inspect Asphalt Cap	Annually	A minimum of 3 inch asphalt pavement on 6 to 8 inch aggregate base course
Inspect Concrete Pavements and Sidewalks	Annually	6 to 12 inch concrete pavement and 4 to 6 inch concrete sidewalks
Inspect Chain Link Fence	Annually	Inspect integrity i.e. attached to support post no broken links and lock on gate
Inspect Sod Material	Annually	6 inch sod material (grass root system and soil)
Inspect Landscape Cover	Annually	6 inch landscape cover (bark rock etc.)

TABLE 2 – MATERIAL SPECIFICATIONS

MATERIALS	SPECIFICATIONS	YES	NO
Land Use	Is land use still Commercial/Industrial?		
Groundwater Use	Is groundwater on site being accessed?		
Existing Building(s)	Minimum 4 inch thick slab on grade concrete floors minimum 12 inch thick continuous concrete footings and foundation walls		
Asphalt Surfaces	Existing Is there a minimum 3 inch thick asphalt and 6 to 8 inch aggregate base course intact?		
	New Construction Is there a minimum of 3 inch thick asphalt paving cap intact?		
	New Construction Is the 6 to 8 inch thick aggregate base course intact?		
Concrete Surfaces	Existing Is there a minimum of 6 to 12 inch concrete pavement and 4 to 6 inch concrete sidewalk intact?		
	New Construction Is there a minimum of 6 to 12 inch thick concrete pavement intact?		
	New Construction Is there a minimum of 4 to 6 inch thick concrete sidewalk intact?		

Sod Cap	Is the 6 inch sod cap intact?		
	Has subsidence of the sod cap occurred? If yes please describe		
	Has there been erosion caused by wind?		
	Has there been erosion caused by water?		
	Is the site vegetation in good condition?		
Landscape Cap	Is the 6 inch landscape cap intact? If yes describe material		
Chain link fence	Is 6 foot continuous chain link fence present on west side before canal?		
Disturbance by other Means	Does the site appear to be disturbed by something other than what is listed? If yes please describe		

**Please use the comments section to include specifics describing the remedies used to address any item checked 'No" above including any inspection deficiencies and/or documentation of corrective actions taken**

**Comments** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Signature** \_\_\_\_\_  
**Title** \_\_\_\_\_  
**Date** \_\_\_\_\_

RESOLUTION #13 47 C

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL  
COOPERATION AGREEMENT BETWEEN SANDY CITY AND THE STATE OF  
UTAH FOR MAINTENANCE OF REAL PROPERTY

BE IT KNOWN AND REMEMBERED that the City Council of Sandy City state  
of Utah finds and determines as follows


WHEREAS Title 11 Chapter 13 Utah Code Annotated 1953 as amended  
permits public agencies to enter into cooperative agreements to provide joint  
undertakings and services and

WHEREAS the attached agreement has been prepared to accomplish such  
purpose

NOW THEREFORE BE IT RESOLVED by the City Council of Sandy City  
Utah

- 1 It does hereby approve the attached agreement described as an interlocal  
agreement between Sandy City and the State of Utah for maintenance of  
real property
- 2 The Hon Thomas M Dolan Mayor of Sandy City is hereby authorized to  
execute the agreement on behalf of Sandy City Corporation in  
substantially its present form and to act in accordance with its terms

DATED this 30 day of July 2013

  
\_\_\_\_\_  
Scott L Cowdell Chairman  
Sandy City Council

ATTEST

  
\_\_\_\_\_  
City Recorder

RECORDED this 31<sup>ST</sup> day of July 2013

