

When Recorded Return To:  
Bradley R. Cahoon  
Dentons Durham Jones Pinegar P.C.  
111 S. Main St., Ste. 2400  
Salt Lake City, UT 84111

01192341 B: 2749 P: 0176

Page 1 of 30

Rhonda Francis Summit County Recorder

07/14/2022 03:57:33 PM Fee \$50.00

By DENTONS DURHAM JONES PINEGAR SALT LAKE OFFICE  
Electronically Recorded

With Copy To:  
Project Manager, Voluntary Cleanup Program Site ID #C043  
Utah Department of Environmental Quality  
Division of Environmental Response and Remediation  
P.O. Box 144840  
Salt Lake City, UT 84114-4840

TAX SERIAL NOS. ALCM-1,  
ALCM-2, ALCM-3, ALCM-4,  
ALCM-5, ALCM-6, ALCM-7,  
ALCM-8, ALCM-9, ALCM-OSP-A,  
ALCM-OSP-B, ALCM-OSP-C,  
ALCM-OSP-D, ALCM-PAR-4  
AND ALCM-PAR-5-X

Alice Claim Subdivision Plat, Entry No.  
01157218

### **ALICE CLAIM ENVIRONMENTAL COVENANT**

Pursuant to the Utah Uniform Environmental Covenants Act, Utah Code § 57-25- 101 *et seq.* (the “Utah Act”), King Development Group, LLC, a Utah limited liability company, entity no. 5915177-0160, as grantor (“Grantor”), makes and imposes this Environmental Covenant (“Covenant”) upon the real property covered by and depicted on the Alice Claim Subdivision Plat recorded with the Summit County Recorder as Entry No. 01157218 (“Plat”), attached as **Exhibit 1** to this Covenant, more particularly described in **Exhibit 2** to this Covenant, and includes, without limitation, each of the single-family home Lots 1 through 9

(each a “Lot” and together the “Lots”) and all other parcels depicted on the Plat (collectively, the “Property”). The term Property encompasses the Lots, each Lot, and all parcels within the Plat. This Covenant runs with the land, *i.e.*, the Property, pursuant to and subject to the Utah Act.

1. Notice. Notice is hereby given that the Property is or may be contaminated with a contaminant as defined in Utah Code § 19-8-102(5) and explained in more detail herein. This Covenant is imposed to mitigate the risk to public health, safety, and the environment.

2. Environmental Response Project. Grantor completed an environmental remediation project on the Property under the authority of the Utah Voluntary Cleanup Program, Title 19, Chapter 8 of the Utah Code, that is administered by the Utah Department of Environmental Quality (“UDEQ”), Division of Environmental Response and Remediation (“DERR”). The Property is part of the Voluntary Cleanup Program (“VCP”) Site named Alice Claim, assigned Site ID #C043, located in Park City, Summit County, Utah.

The following paragraphs summarize the remedial work performed at the Property:

Mine waste rock, alluvial floodplain waste deposits, and soils impacted with metals resulting from historic mining activities were identified on the Property. The VCP Mitigation Work Plan and Addenda (“Work Plan”) contained a soil and mine waste removal and capping response action with access controls (“Removal Action”). UDEQ approved the Work Plan and cleanup action levels (“Action Levels”). The Removal Action was implemented in 2008, 2019, 2020 and 2021.

As part of the environmental response project described above, activity and use limitations are imposed on the Property pursuant to the Alice Claim Site Management Plan dated May 2022, as may be amended from time to time (“SMP”). After completion of the Removal Action, residual lead and arsenic soil concentrations were below the Action Levels in all areas of the Property, except in certain areas identified in the SMP that were still above the Action Levels and subsequently capped with at least 12 inches of cover material (“Controlled Areas”). The Controlled Areas are identified and depicted on the attached **Exhibit 3** to this Covenant. The SMP includes management requirements for impacted soil within the boundaries of the Controlled Areas on the Property to ensure protection of human health and the environment. Impacted soil management will be implemented within the Controlled Areas pursuant to the SMP.

3. Grantor. Grantor is the Owner of the Property as defined in Paragraph 4.

4. Owner. An “Owner” of the Property means a person who controls, occupies, or holds an interest (other than this Covenant) in the Property (*e.g.*, a Lot or Lots) at any given time. Because this Covenant runs with the Property, 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 (*e.g.*, a Lot or Lots), whether or not any reference to this 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”). Upon transfer of an Owner's interest in the Property, the Transferee has all obligations hereunder as an Owner and the transferor (the prior Owner) has no further rights or obligations hereunder as an Owner. Notwithstanding the foregoing, nothing herein relieves an Owner during the time Owner holds an interest in the Property of Owner’s responsibilities to comply with the terms hereof and all other provisions of applicable law or of responsibility for Owner’s failure to comply during the time Owner held an interest in the Property. Each Owner is responsible for only that portion of the Property in which that Owner holds an interest, such as a Lot.

5. Holder. Alice Claim Owners Association, a Utah non-profit corporation (Entity No. 12196158-0140) (“ACOA”), is a Holder of this Covenant as defined in Sections 57-25-102(6), 103(1), 103(3)(b). Any Holder may enforce this Covenant. A Holder's obligations hereunder are limited to the specific provisions and the limited purposes described herein. A Holder may be removed and replaced through an amendment to this Covenant as described in paragraph 14. Subject to the provisions hereof, a Holder's rights and obligations survive the transfer of the Property.

6. Agency. The Utah Department of Environmental Quality is the Agency (as defined in the Utah Act) under this Covenant. The Agency may be referred to herein as the Agency or the UDEQ. The Agency may enforce this Covenant. The Agency assumes no affirmative duties through the execution of this Covenant.

7. Administrative Record. The administrative record for the Property is on file with DERR and is identified as Alice Claim, VCP #043 (“Administrative Record”).

8. Activity & Use Limitations and Management Requirements. As part of the environmental response project described above, the following activity and use limitations and management requirements are imposed on the Property.

a. *Use Limitations*.

(i) To ensure protectiveness with respect to the residual contamination remaining at the Property, land use at the Property is limited to uses identified in the SMP and on the Plat, including the following: (a) residential within Lots 1-9; (b) open space on the remaining non-residential portions of the Property, including the areas listed on the Plat as open space and the Lot 1 No Disturbance Area, and (c) current roadways and trails. The Property may not be further subdivided as noted on the Plat.

(ii) Groundwater within the Property shall not be used for drinking water, irrigation, or bathing purposes.

b. *Implementation and Management*. Impacted soil within the Controlled Areas identified in the SMP must be managed in accordance with the SMP.

Implementation of the SMP is the responsibility of the ACOA for the Controlled Areas until fee title to each of the Lots is transferred to a Transferee. The ACOA is responsible to ensure that each Lot Owner follows the SMP requirements for that Owner's Lot. The ACOA is responsible for Controlled Areas within the Property that are beyond the boundaries of the Lots.

c. *Site Management Plan.* Each Owner and Transferee and each Owner's and Transferee's agents, contractors, invitees, successors and assigns shall comply with the SMP. Among other requirements, the SMP requires:

- (i) Inspections and reports to the DERR;
- (ii) Sampling of impacted soils and cover materials;
- (iii) Management of impacted soils within Controlled Areas and replacing cover materials over capped areas, as needed;
- (iv) Submitting reports summarizing corrective action activities to DERR;
- (v) Notification of worker health and safety requirements, including Health and Safety Plans for workers encountering impacted soils; and
- (vi) Development and implementation of contingency measures if unforeseen events or contamination is encountered particularly outside or beyond the predefined management areas.

d. *Property Covenants, Conditions and Restrictions.* Each Owner shall comply with the Declaration of Covenants, Conditions and Restrictions for Alice Claim, dated March 3, 2021, recorded as Entry No. 01157223, and as amended, regarding inspecting and maintaining the Controlled Areas across the entire Property.

9. Running with the Property. This Covenant touches and concerns and runs with the Property and is binding upon each Owner and each Transferee during each of their period of control, occupation, or ownership interest and may be amended, replaced or terminated as set forth herein.

10. Compliance Enforcement. This Covenant may be enforced pursuant to the Utah Act. Failure to timely enforce compliance with this Covenant or the activity and use limitations contained herein does not bar subsequent enforcement and is not a waiver of a right to take subsequent action to enforce compliance. Nothing in this Covenant restricts the Agency from exercising any authority under applicable law. If the Property is not used and maintained in material compliance with Paragraph 8 entitled "Activity/Use Limitations and Maintenance Requirements," such noncompliance constitutes a change of use possibly subjecting the Property, Owner, Transferee and Grantor to additional remedies and/or actions.

11. Rights of Access. The right of ingress, egress, and access to the Property and each Lot is permanently granted to the Agency, the ACOA, and each Holder and their respective contractors for any necessary implementation and enforcement of this Covenant.

12. Notice upon Conveyance. Owner shall notify the Agency and each Holder within twenty (20) days after each conveyance of ownership of all or any portion of the Property. Owner's notice to the Agency and each 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, encumbrance, etc.) shall include a notification to the person or entity who acquires the interest that the Property is subject to this Covenant and shall identify the date, entry no., book and page number at which this document is recorded in the records of the Summit County Recorder, in the State of Utah. Failure to provide notification shall have no effect upon the enforceability and duty to comply with this Covenant.

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

- a. that it is the sole fee simple owner of the Property;
- b. that it has the power and authority to enter into this Covenant, to grant the rights and interests herein provided and to carry out all obligations hereunder;
- c. that it has identified all other persons that own an interest in or hold an encumbrance on the Property, has notified such persons of its intention to enter into this Covenant; and,
- d. that this Covenant will not materially violate or contravene or constitute a material default under any other agreement, document, or instrument to which it is a party or by which it may be bound or affected.

14. Amendment or Termination. This Covenant may be amended or terminated pursuant to the Utah Act.

15. Effective Date, Severability and Governing Law. The effective date of this Covenant is the date upon which the fully executed Covenant is recorded as a document of record for the Property with the Summit County Recorder. If any provision of this Covenant is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. This Covenant is 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 Covenant, Grantor shall file this Covenant for recording in the same manner as a deed to the Property with the Summit County Recorder's Office. Grantor shall distribute to the Agency a file-and-date-stamped copy of the recorded Covenant.

17. Reimbursement of Costs. The ACOA, each Owner, each Transferee, and/or each Holder shall reimburse UDEQ for technical reviews, inspections and other actions contemplated in this Covenant, performed by UDEQ pursuant to the enforcement of this Covenant or performed at the request of the ACOA, each Owner, each Transferee, and/or each Holder. Costs may be invoiced based on actual costs incurred by the Agency or on the fee schedule approved by the legislature, or both, as applicable.

18. Notice. Any communication pertaining to this Covenant shall be submitted to:

If to the UDEQ:

Project Manager, Voluntary Cleanup Program Site ID C043  
Division of Environmental Response and Remediation UDEQ  
P.O. Box 144840  
Salt Lake City, Utah 84114-4840

If to Grantor:

King Development Group, LLC  
c/o Jerry Fiat  
123 Ridge Ave.  
PO Box 4581  
Park City, UT 84060

with a copy to:

Bradley R. Cahoon  
Dentons Durham Jones Pinegar P.C.  
111 S. Main St., Ste. 2400  
Salt Lake City, UT 84111

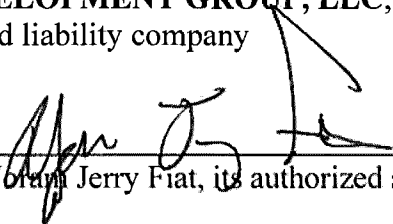
19. Governmental Immunity. In executing this Covenant, the Agency does not waive governmental immunity afforded by law. The Grantor, Owner, and each Holder, for themselves and their successors, assigns, and Transferees, hereby fully and irrevocably release and covenant not to sue the State of Utah, its 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 Covenant except for an action to amend or terminate the Covenant pursuant to Sections 57-25-109 and 57-25-110 of the Utah Code 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 (i) liability to the State of Utah under Section 63G-7-301 of the Governmental Immunity Act of Utah, Utah Code Section 63G-7-101, et seq. or (ii) 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.

20. Authority. Pursuant to the Resolution and Unanimous Written Consent attached in **Exhibit 4** to this Covenant, Yoram Jerry Fiat is an authorized signer of Grantor and is

authorized to execute this Covenant.

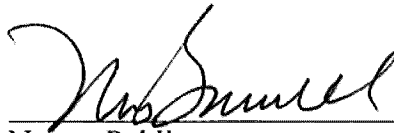
IN WITNESS WHEREOF, Grantor has executed this Covenant as of this 6 day of July, 2022.

GRANTOR:  
**KING DEVELOPMENT GROUP, LLC,**  
a Utah limited liability company

By:   
Yoram Jerry Fiat, its authorized signer

STATE OF UTAH            )  
                                      : ss  
COUNTY OF SUMMIT    )

On the 6 day of July, 2022, personally appeared before me Yoram Jerry Fiat who acknowledged before me that, as an authorized signer, he signed the foregoing instrument on behalf of KING DEVELOPMENT GROUP, LLC, Grantor and Owner herein.

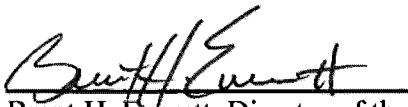
  
Notary Public

My Commission Expires:  
2-18-24



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 Sections 57- 25-102(2) and 57-25-104(1)(e).

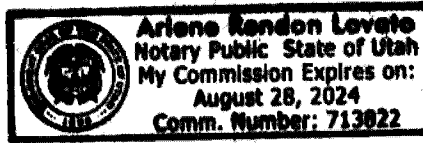


Brent H. Everett, Director of the Division of Environmental Response and Remediation, Utah Department of Environmental Quality.

State of Utah )

): ss.

County of Salt Lake )



On this 14<sup>th</sup> day of July, 2022, 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 same for the purposes stated therein.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

August 28, 2024



**EXHIBIT 1  
TO ALICE CLAIM  
ENVIRONMENTAL COVENANT**

[Alice Claim Subdivision Plat]

Original Plat filed

**ALICE CLAIM**  
**(SUBDIVISION PLAT)**

**ENTRY NO. 01157218**

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Plat PAGE 1/1

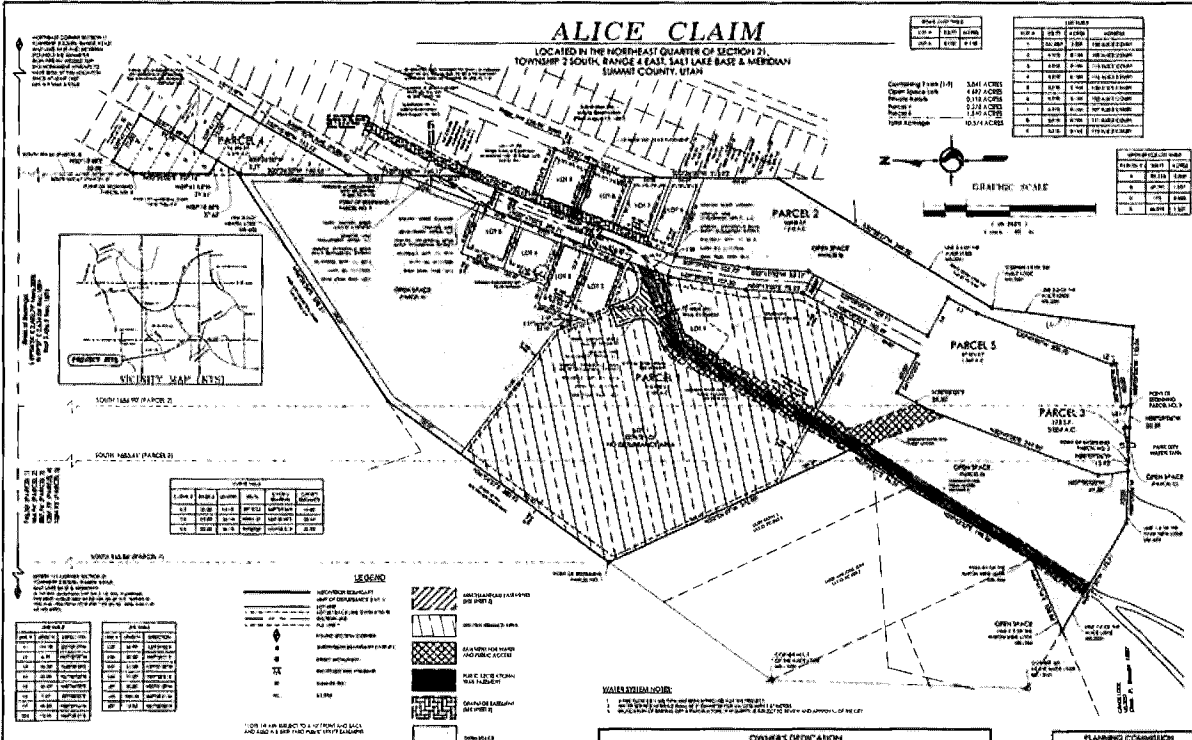
RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 125.00 BY COALITION TITLE



# ALICE CLAIM

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASIN & MERIDIAN  
SUMMIT COUNTY, UTAH



Parcel	Area (Acres)	Use
Parcel 1	1.214	RESIDENTIAL
Parcel 2	1.214	RESIDENTIAL
Parcel 3	1.214	RESIDENTIAL
Parcel 4	1.214	RESIDENTIAL
Parcel 5	1.214	RESIDENTIAL

**SW/4TH QUARTER**

**ALICE CLAIM**

**SCHEMATIC DESCRIPTION**

1. A portion of the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Basin and Meridian, Summit County, Utah, containing approximately 6.084 acres, more or less, is shown on the attached plan and is hereinafter described as follows:

Parcel 1: A portion of the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Basin and Meridian, Summit County, Utah, containing approximately 1.214 acres, more or less, is shown on the attached plan and is hereinafter described as follows:

Parcel 2: A portion of the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Basin and Meridian, Summit County, Utah, containing approximately 1.214 acres, more or less, is shown on the attached plan and is hereinafter described as follows:

Parcel 3: A portion of the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Basin and Meridian, Summit County, Utah, containing approximately 1.214 acres, more or less, is shown on the attached plan and is hereinafter described as follows:

Parcel 4: A portion of the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Basin and Meridian, Summit County, Utah, containing approximately 1.214 acres, more or less, is shown on the attached plan and is hereinafter described as follows:

Parcel 5: A portion of the northeast quarter of Section 21, Township 2 South, Range 4 East, Salt Lake Basin and Meridian, Summit County, Utah, containing approximately 1.214 acres, more or less, is shown on the attached plan and is hereinafter described as follows:

**ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF SUMMIT

I, the undersigned, being the duly qualified and authorized representative of the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in the office of the County Clerk of Summit County, Utah.

Notary Public for Summit County, Utah

**CORPORATE ACKNOWLEDGMENT**

STATE OF UTAH  
COUNTY OF SUMMIT

I, the undersigned, being the duly qualified and authorized representative of the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in the office of the County Clerk of Summit County, Utah.

Notary Public for Summit County, Utah

**OWNER'S DECLARATION**

I, the undersigned, being the duly qualified and authorized representative of the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears on file in the office of the County Clerk of Summit County, Utah.

Notary Public for Summit County, Utah

**PLANNING COMMISSION**

RESOLUTION NO. 2018-01

APPROVED AND ADOPTED this 1st day of January, 2018.

City Engineer

**NOTICE**

Notice is hereby given that the undersigned has filed for record the foregoing plat of subdivision of land in Summit County, Utah, and that the same is subject to the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code Annotated, 1993, and the rules and regulations of the Utah State Office of Public Safety, Division of Motor Vehicles, regarding the recording of subdivision maps.

**Stantec**

1000 East 1000 South, Suite 100, Salt Lake City, UT 84143

Phone: (801) 466-1000

www.stantec.com

**ENGINEER**

NAME: [Signature]

ADDRESS: [Address]

PHONE: [Phone Number]

**OWNER**

NAME: KING DEVELOPMENT GROUP LLC

ADDRESS: P.O. BOX 244, PARK CITY, UTAH 84000

**CITY ENGINEER**

NAME: [Signature]

ADDRESS: [Address]

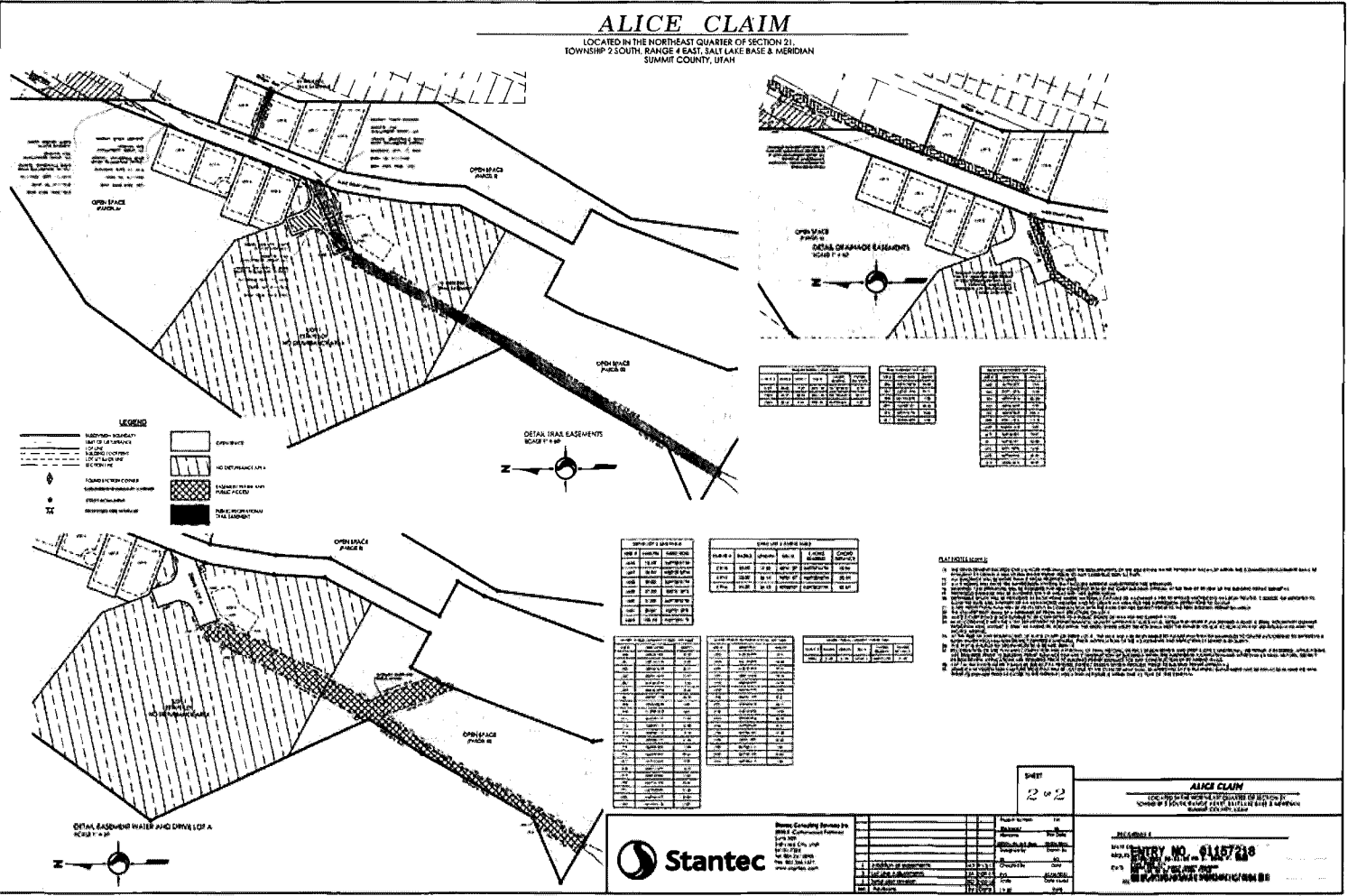
PHONE: [Phone Number]

**RECORDING INFORMATION**

FILED FOR RECORD IN THE OFFICE OF THE COUNTY CLERK OF SUMMIT COUNTY, UTAH, ON THIS 1st DAY OF JANUARY, 2018.

# ALICE CLAIM

LOCATED IN THE NORTHEAST QUARTER OF SECTION 21,  
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN  
SUMMIT COUNTY, UTAH



**EXHIBIT 2  
TO ALICE CLAIM  
ENVIRONMENTAL COVENANT**

**ALICE CLAIM SUBDIVISION LOT AND PARCEL LEGAL DESCRIPTIONS**

LOT 1, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONTAINS 131,083 SQ FT OR 3.009 AC.

TAX SERIAL NO.: ALCM-1

LOT 2, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM-2

LOT 3, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM -3

LOT 4, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM-4

LOT 5, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM-5

LOT 6, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM-6

LOT 7, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM-7

LOT 8, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM -8

LOT 9, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 4,510 SQ FT OR 0.104 AC.

TAX SERIAL NO.: ALCM -9

OPEN SPACE PARCEL A, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 90,123 SQ FT. OR 2.069 AC.

TAX SERIAL NO.: ALCM-OSP-A

OPEN SPACE PARCEL B, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 47,791 SQ FT. OR 1.097 AC.

TAX SERIAL NO.: ALCM-OSP-B

OPEN SPACE PARCEL C, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 173 SQ FT. OR 0.004 AC.

TAX SERIAL NO.: ALCM-OSP-C

OPEN SPACE PARCEL D, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 66,525 SQ FT. OR 1.527 AC.

TAX SERIAL NO.: ALCM-OSP-D

PARCEL 4, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 16,486 SQ FT. OR 0.38 AC.

TAX SERIAL NO.: ALCM-PAR-4

PARCEL 5, ALICE CLAIM; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONTAINS 67,071 SQ FT. OR 1.54 AC.

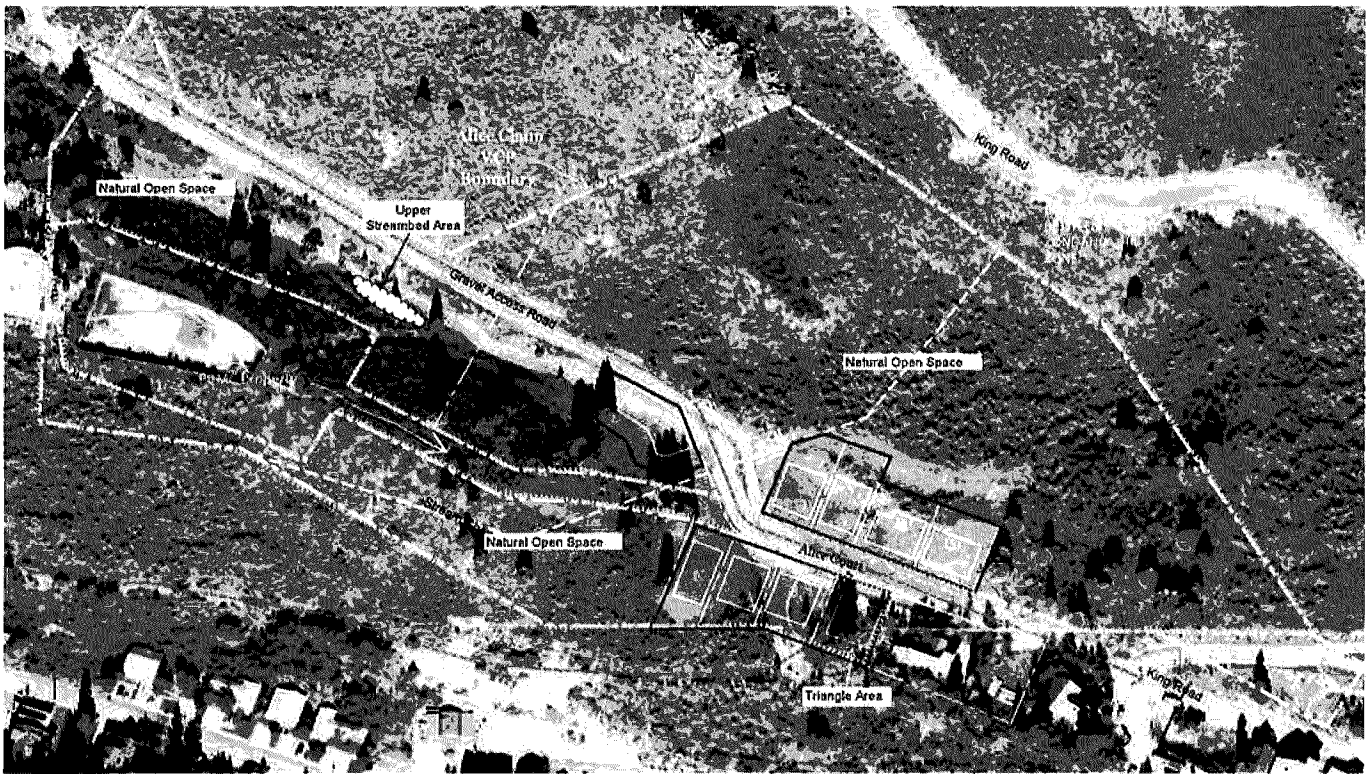
TAX SERIAL NO.: ALCM-PAR-5-X

**EXHIBIT 3  
TO ALICE CLAIM  
ENVIRONMENTAL COVENANT**

[maps of the Controlled Areas, Figures 1-12 of the SMP]

SLC\_5836412

Exhibit A to Alice Claim SMP (Controlled Areas) (Figures 1-12)





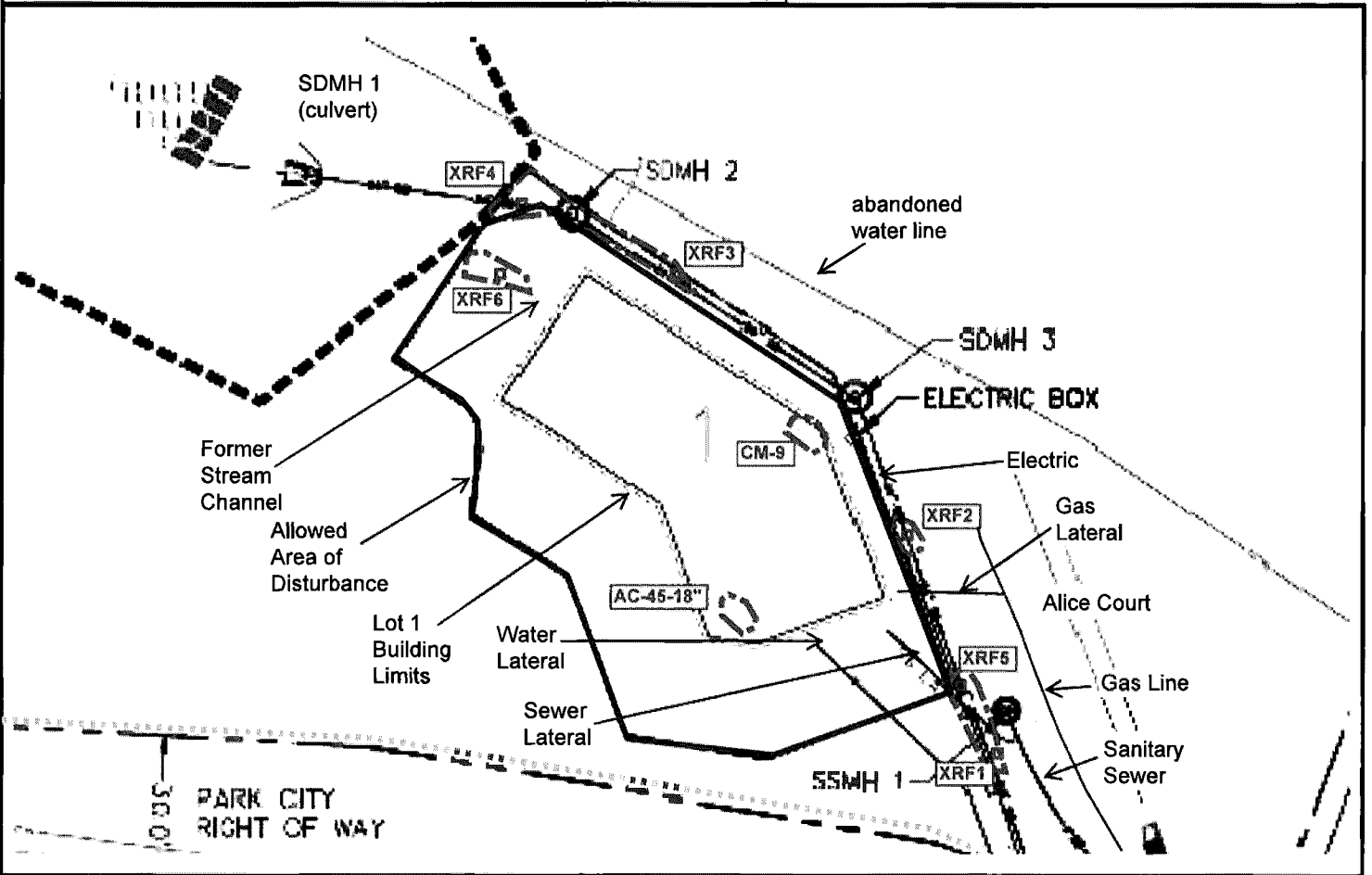
	<b>Legend</b> - - - - - VCP Area [Solid Line] Allowed Residential Area of Disturbance (Res AOD). The area outside the Allowed RES AOD and within the VCP Area is the Non-Residential Area (Non-Res Area). ..... Trail (1) Residential Lot	SCALE: Not to scale DATE: 4/26/2022 PROJECT NO: 14-007 DATUM/PROJECTION:	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, Utah
		DRAWN BY: KMH CHECKED BY: DMZ	 DK Environmental LLC 3738 Wagon Wheel Way Park City, UT 84098 dk-env.com	TITLE Site Management Plan Site Map Res AOD and Non-Res Area



Exhibit A to Alice Claim SMP (Controlled Areas) (Figures 1-12)











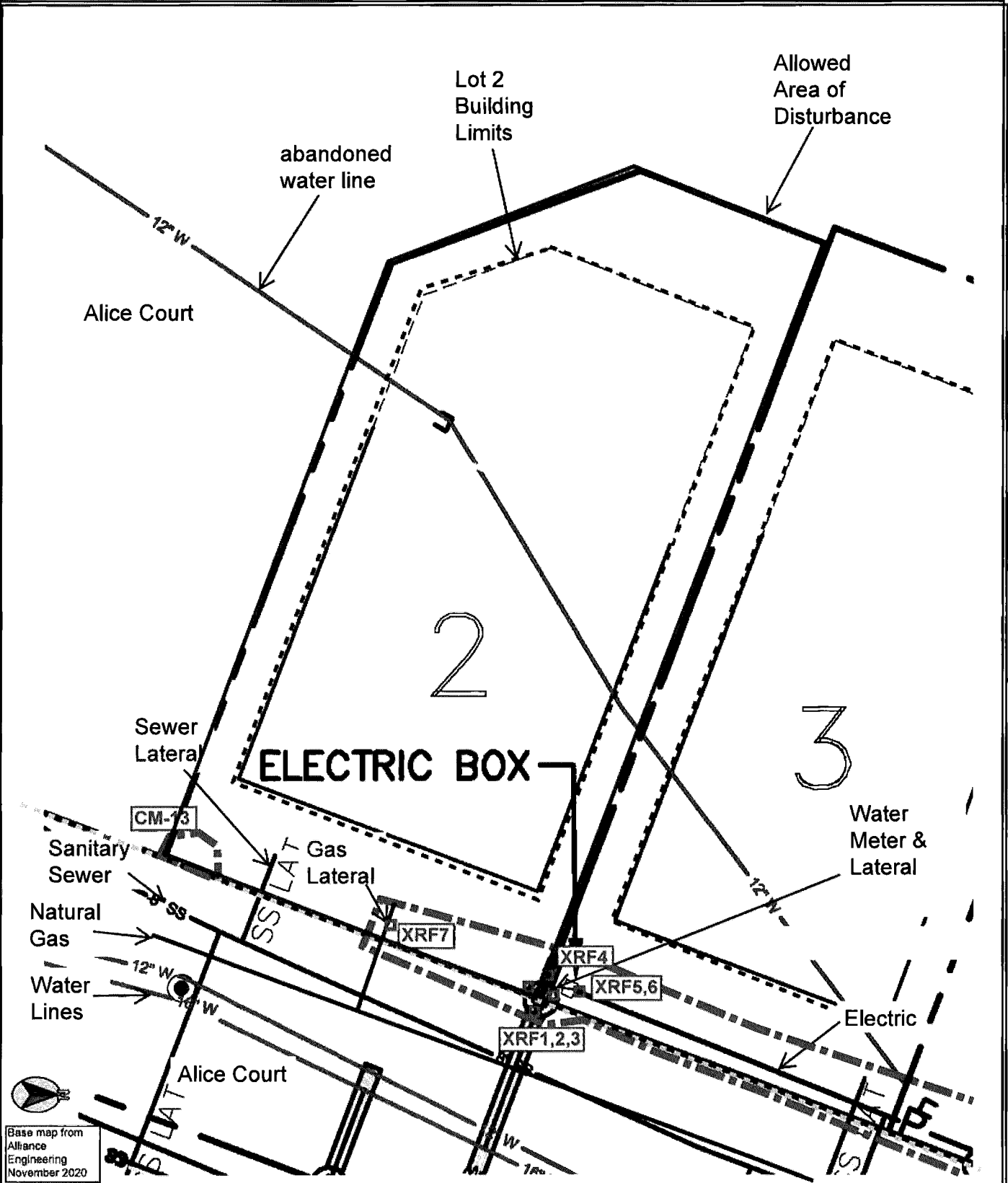
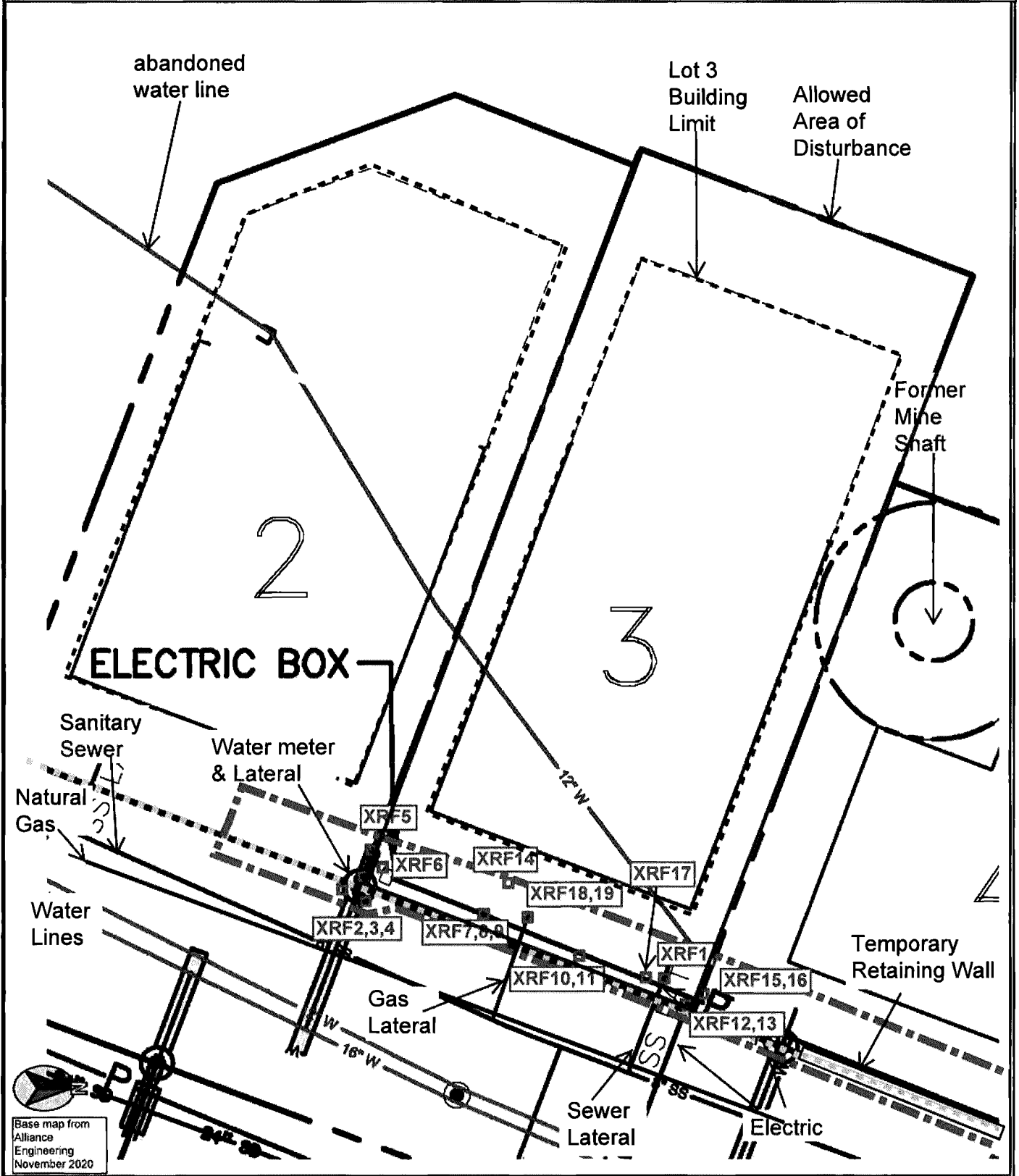
 <p>Base map from Alliance Engineering November, 2020</p>	<p><b>Legend</b></p> <ul style="list-style-type: none"> <li> VCP Area</li> <li> Controlled Area: Soil Lead &gt;400 mg/kg or Arsenic &gt;100 mg/kg below fill material of 4-8 feet</li> <li> Alice Court</li> <li> XRF1 See Table 1 of Supplemental RAR</li> <li> CM-9 Data from Site Mitigation 2008 Field Report</li> <li> AC-45-18 Data from Final Addendum to Site Mitigation 2008 Field Report</li> </ul>	<p>SCALE: Not to scale</p> <p>DATE: 3/03/2022</p> <p>PROJECT NO: 14-007</p> <p>DATUM/PROJECTION:</p> <p>OWN BY: KMH</p> <p>CHKD BY: DMZ</p>	<p>CLIENT</p> <p>King Development Group LLC</p>  <p>DK Environmental LLC 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com</p>	<p>PROJECT</p> <p>Alice Claim VCP #043 Park City, UT</p>	<p>TITLE</p> <p>Site Management Plan Res AOD Lot 1 Controlled Areas</p>	<p>FIGURE NO</p> <p>2</p>
		<p>PARK CITY RIGHT OF WAY</p>				

EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



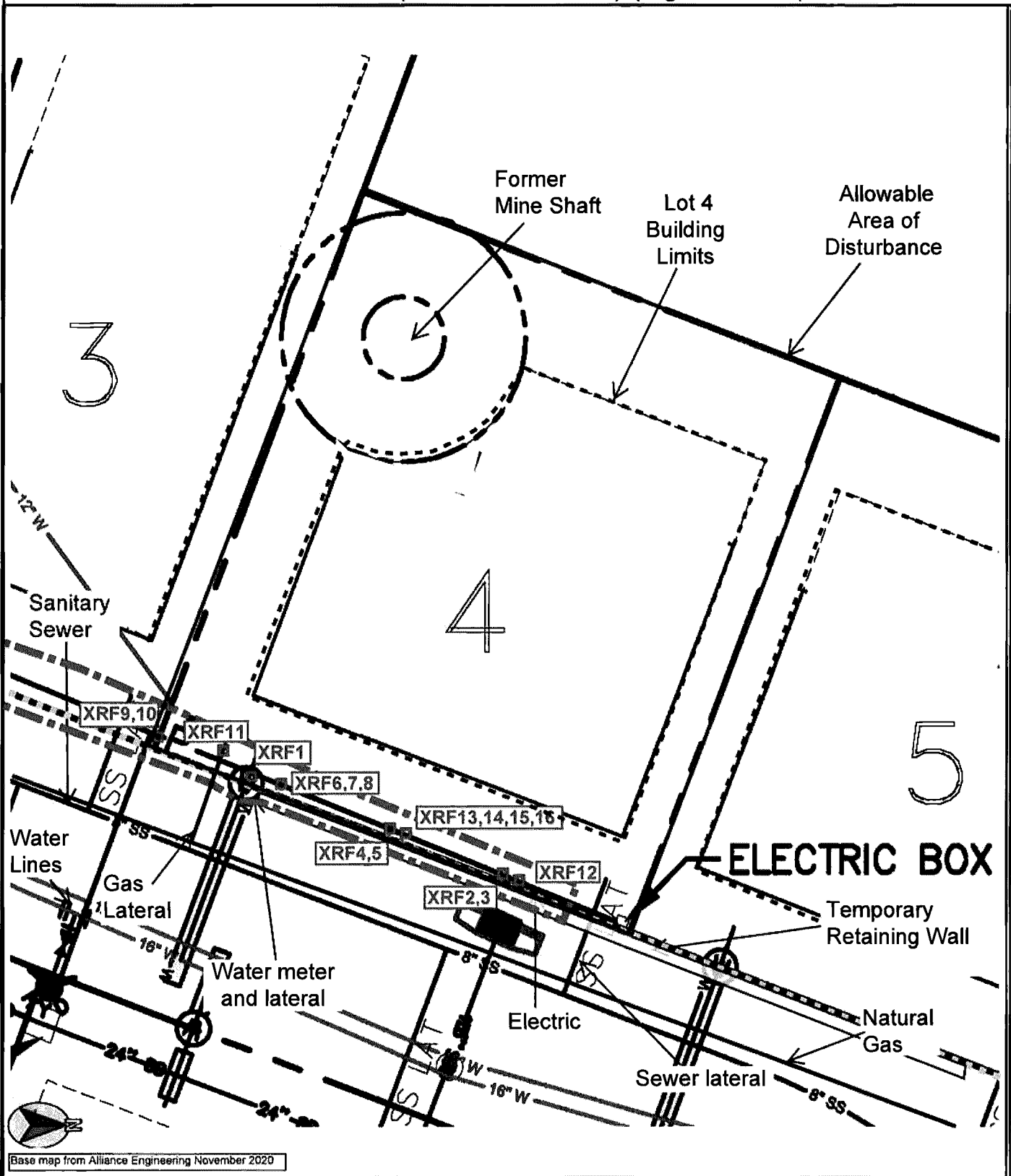
<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 2-6 feet Alice Court XRF4 See Table 2 of Supplemental RAR CM-13 Data from Site Mitigation 2008 Field Report	SCALE: Not to scale DATE: 03/03/2022 PROJECT NO.: 14-007 DATUM/PROJECTION: DWN BY: KMH CHKD BY: DMZ	CLIENT King Development Group LLC DK Environmental 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	PROJECT Alice Claim VCP #043 Park City, UT TITLE Site Management Plan Res AOD Lot 2 Controlled Areas	FIGURE NO: 3
	Base map from Alliance Engineering November 2020			

EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 1-3 feet Alice Court See Table 3 of Supplemental RAR	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT		
	DATE: 03/03/2022		TITLE Site Management Plan Res AOD Lot 3 Controlled Areas		
	PROJECT NO: 14-007	DK Environmental 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com		FIGURE NO: 4	
	DATUM/PROJECTION: DWN BY: KMH CHK'D BY: DMZ				

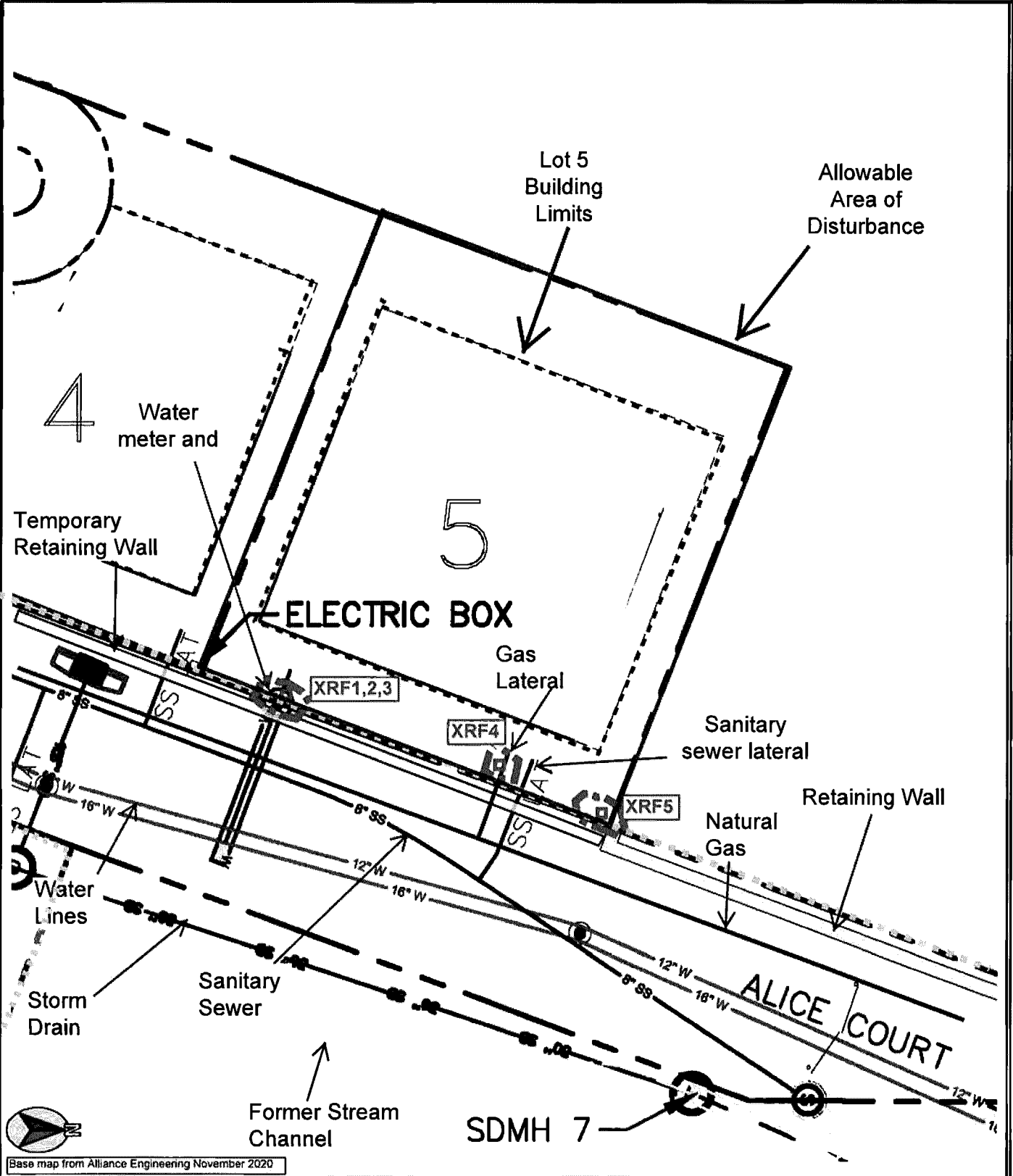
EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



Base map from Alliance Engineering November 2020

<b>Legend</b> SS VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 1-2 feet Alice Court XRF See Table 4 of Supplemental RAR	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT	
	DATE: 03/03/2022	DK Environmental LLC 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	TITLE Site Management Plan Res AOD Lot 4 Controlled Areas	
	PROJECT NO: 14-007			FIGURE NO: 5
	DATUM/PROJECTION: DWN BY: KMH			

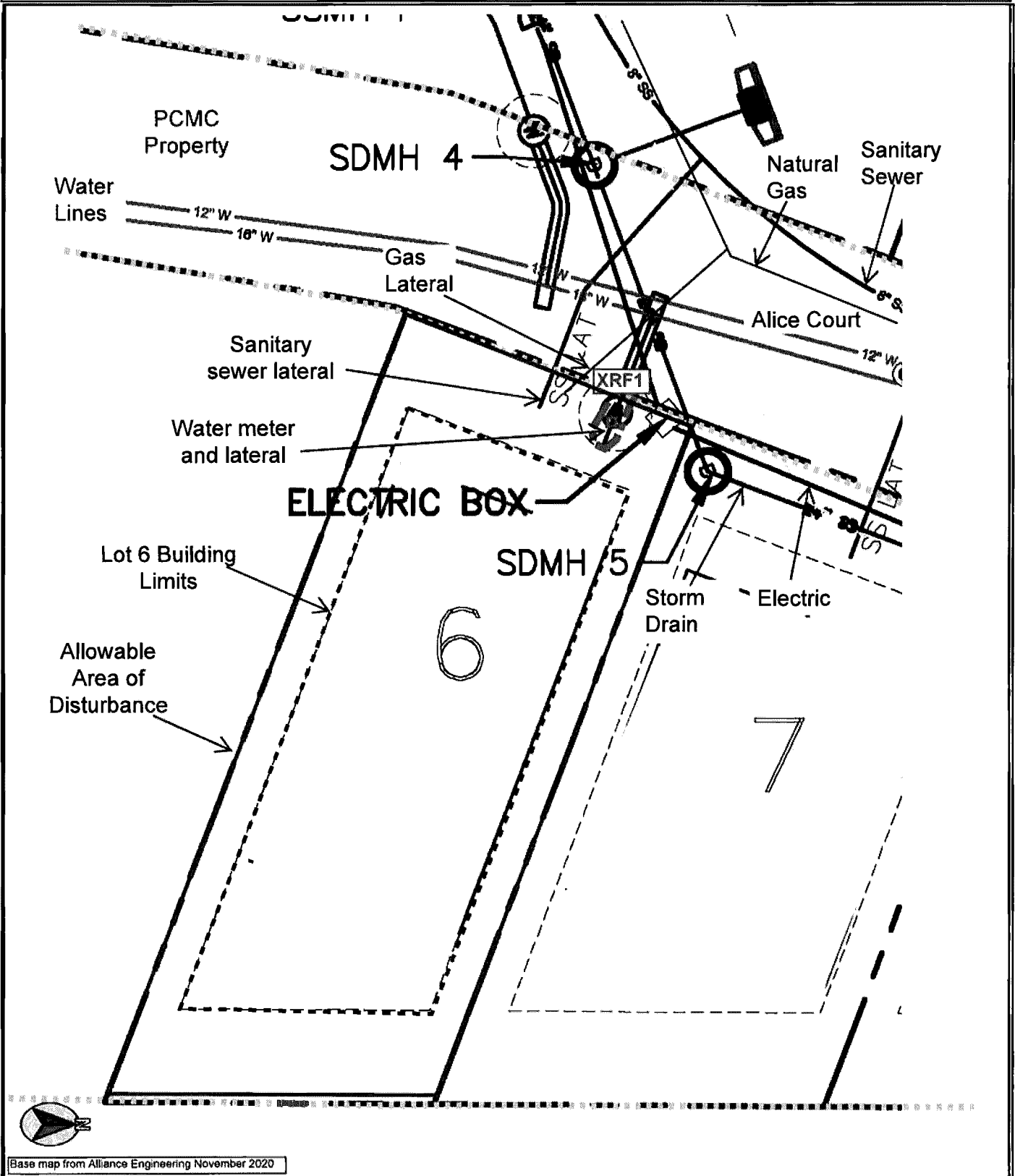
EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



Base map from Alliance Engineering November 2020

<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 2 feet Alice Court XRF4 See Table 5 of Supplemental RAR	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT		
	DATE: 04/26/2022				
	PROJECT NO: 14-007	DK Environmental 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com		TITLE Site Management Plan Res AOD Lot 5 Controlled Areas	
	DATUM/PROJECTION: DWN BY: KMH CHK'D BY: DMZ			FIGURE NO: 6	

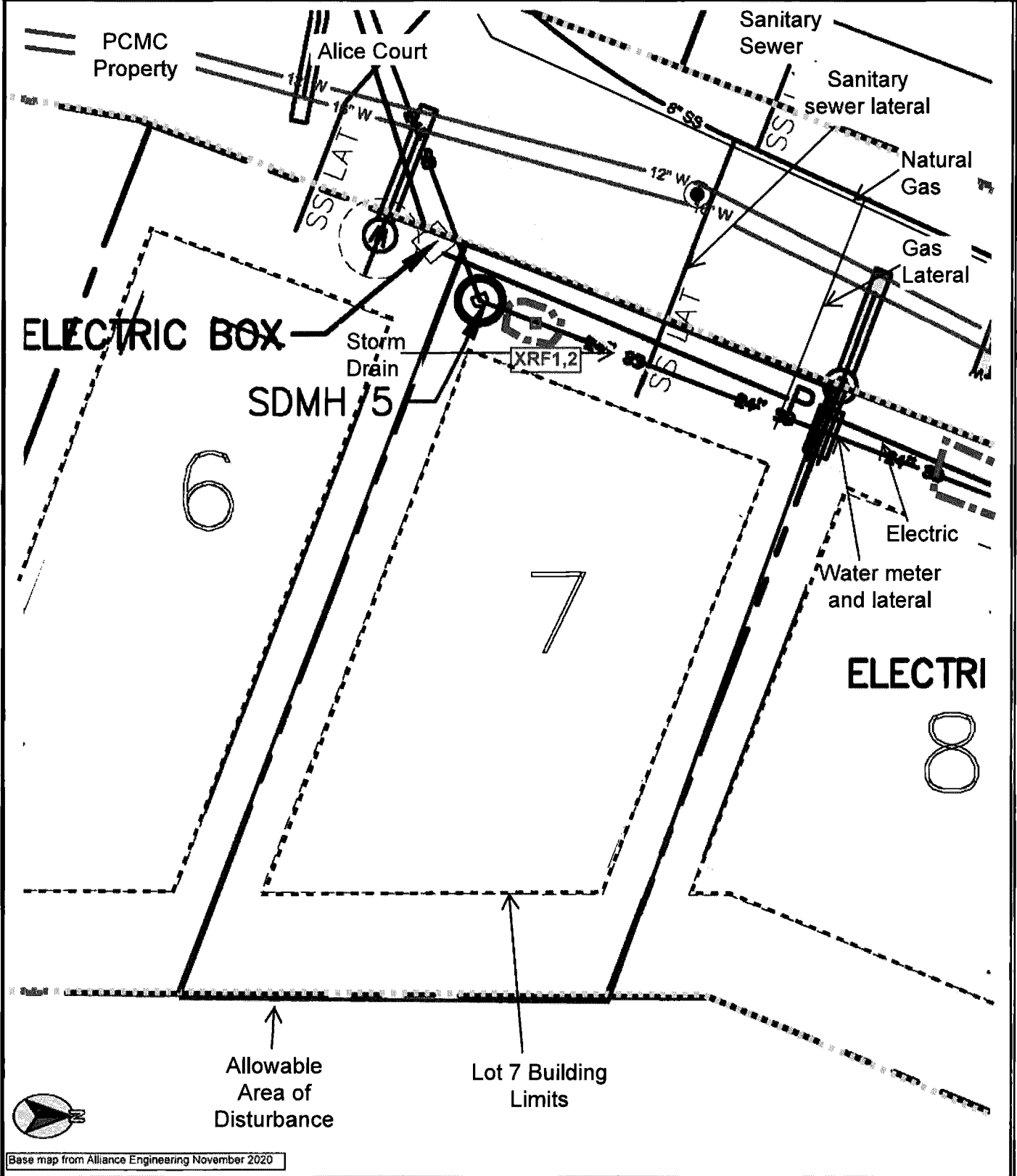
EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



Base map from Alliance Engineering November 2020

<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 1-8 feet Alice Court XRF1 See Table 6 of Supplemental RAR	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT
	DATE: 03/03/2022	DK Environmental LLC 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	TITLE Site Management Plan Res AOD Lot 6 Controlled Areas
	PROJECT NO: 14-007		FIGURE NO: 7
	DATUM/PROJECTION:		DWN BY: KMH

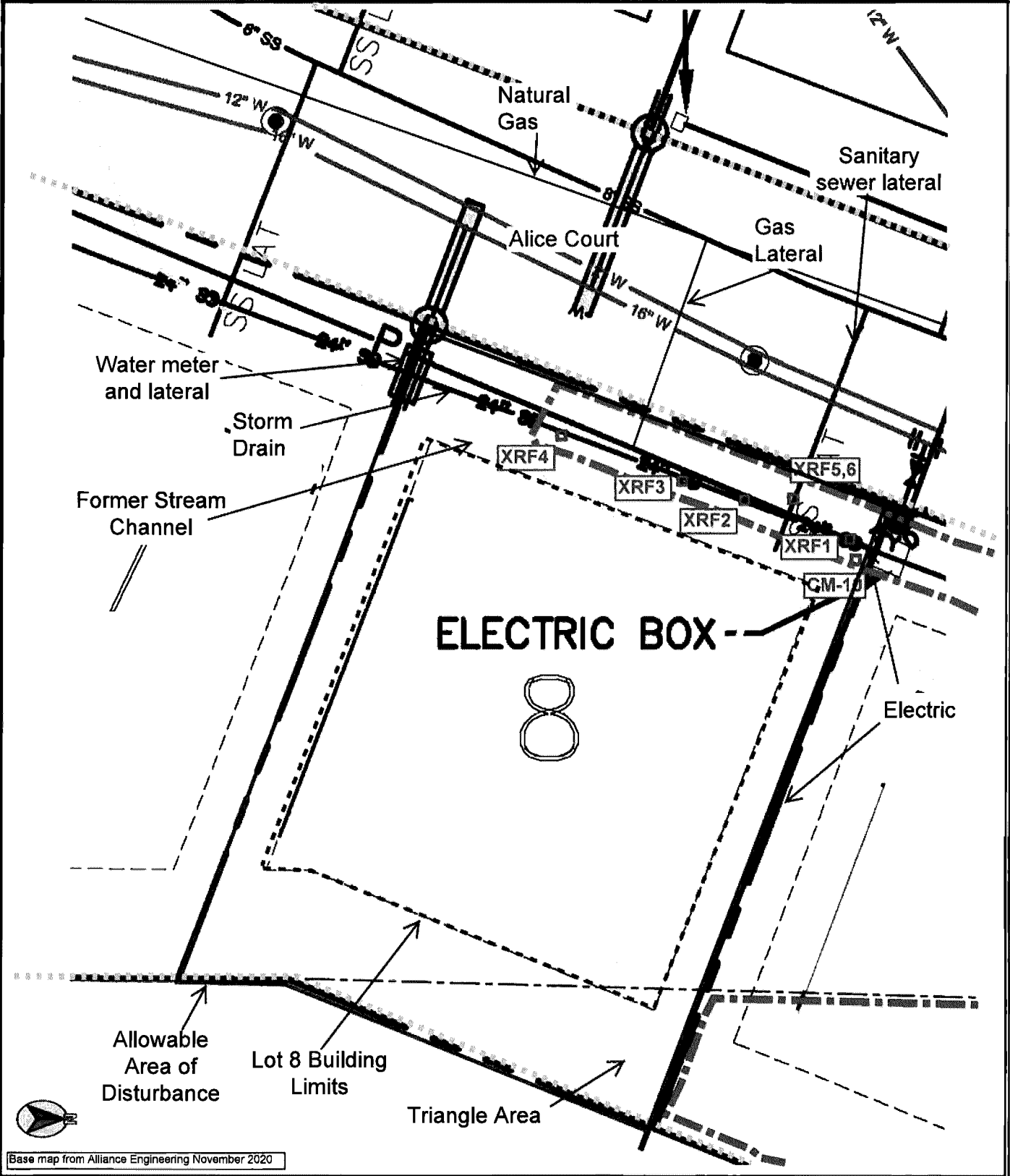
EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



Base map from Alliance Engineering November 2020

<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 1-8 feet Alice Court See Table 7 of Supplemental RAR	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT	
	DATE: 03/03/2022	DK Environmental DK Environmental LLC 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	TITLE Site Management Plan Res AOD Lot 7 Controlled Areas	
	PROJECT NO: 14-007			FIGURE NO: 8
	DATUM/PROJECTION: DWN BY: KMH CHK'D BY: DMZ			

EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)

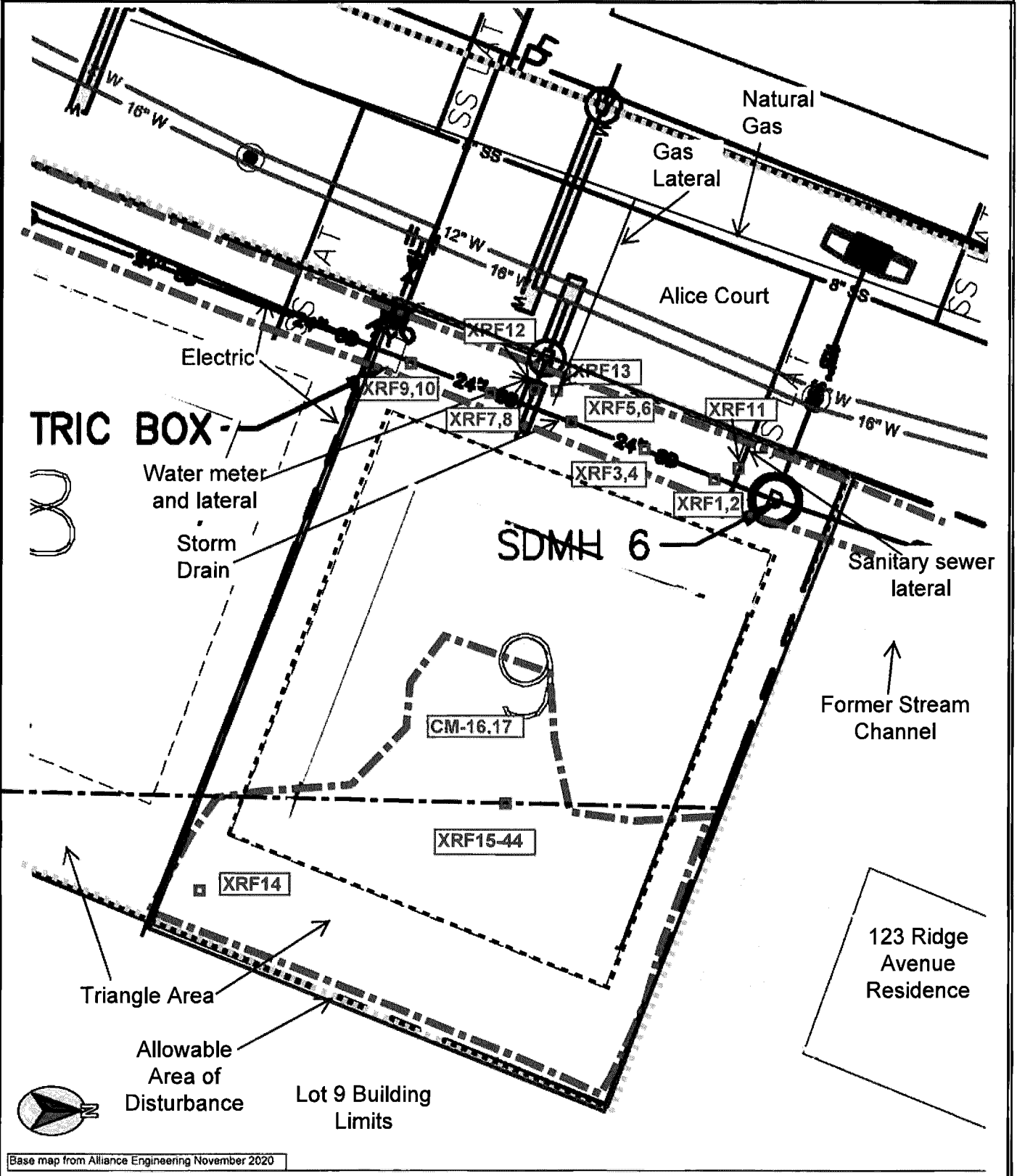


Base map from Alliance Engineering November 2020

<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 1-6 feet Alice Court XRF1 See Table 8 of Supplemental RAR CM-10 Data from Site Mitigation 2008 Field Report	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT
	DATE: 03/03/2022	DK Environmental LLC 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	TITLE Site Management Plan Res AOD Lot 8 Controlled Areas
	PROJECT NO: 14-007		
	DATUM/PROJECTION:	DWN BY: KMH	CHKD BY: DMZ



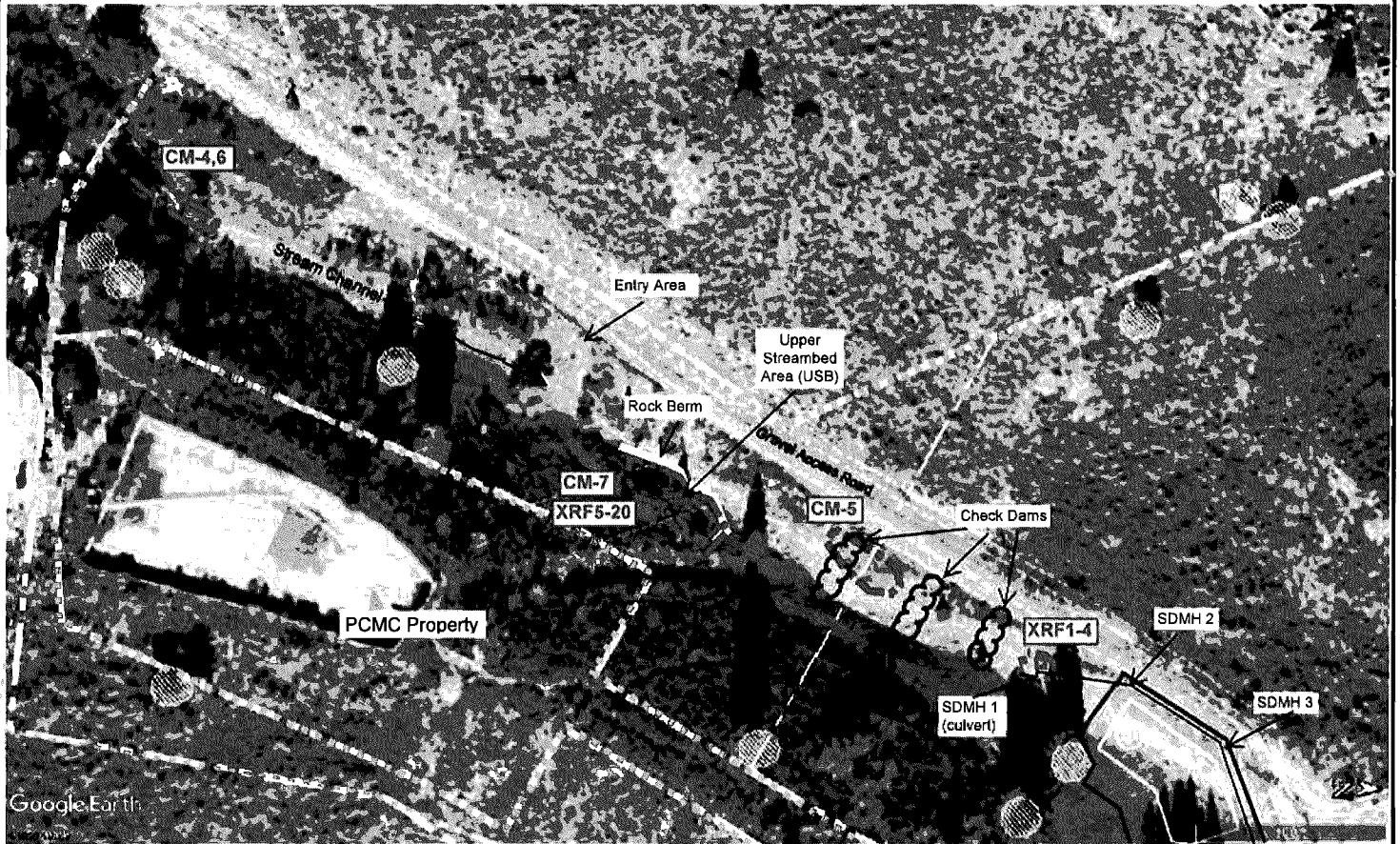
EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



Base map from Alliance Engineering November 2020

<b>Legend</b> VCP Area Controlled Areas: Soil Lead >400 mg/kg or Arsenic >100 mg/kg below cap of 1-8 feet Alice Court XRF1 See Table 9 of Supplemental RAR CM-16 Data from Site Mitigation 2008 Field Report	SCALE: Not to scale	CLIENT King Development Group LLC	PROJECT Alice Claim VCP #043 Park City, UT
	DATE: 04/26/2022	DK Environmental 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	TITLE Site Management Plan Res AOD Lot 9 Controlled Areas
	PROJECT NO: 14-007		
	DATUM/PROJECTION: DWN BY: KMH	CHK'D BY: DMZ	

EXHIBIT A to Alice Claim SMP (Controlled Areas) (Figures 1-12)





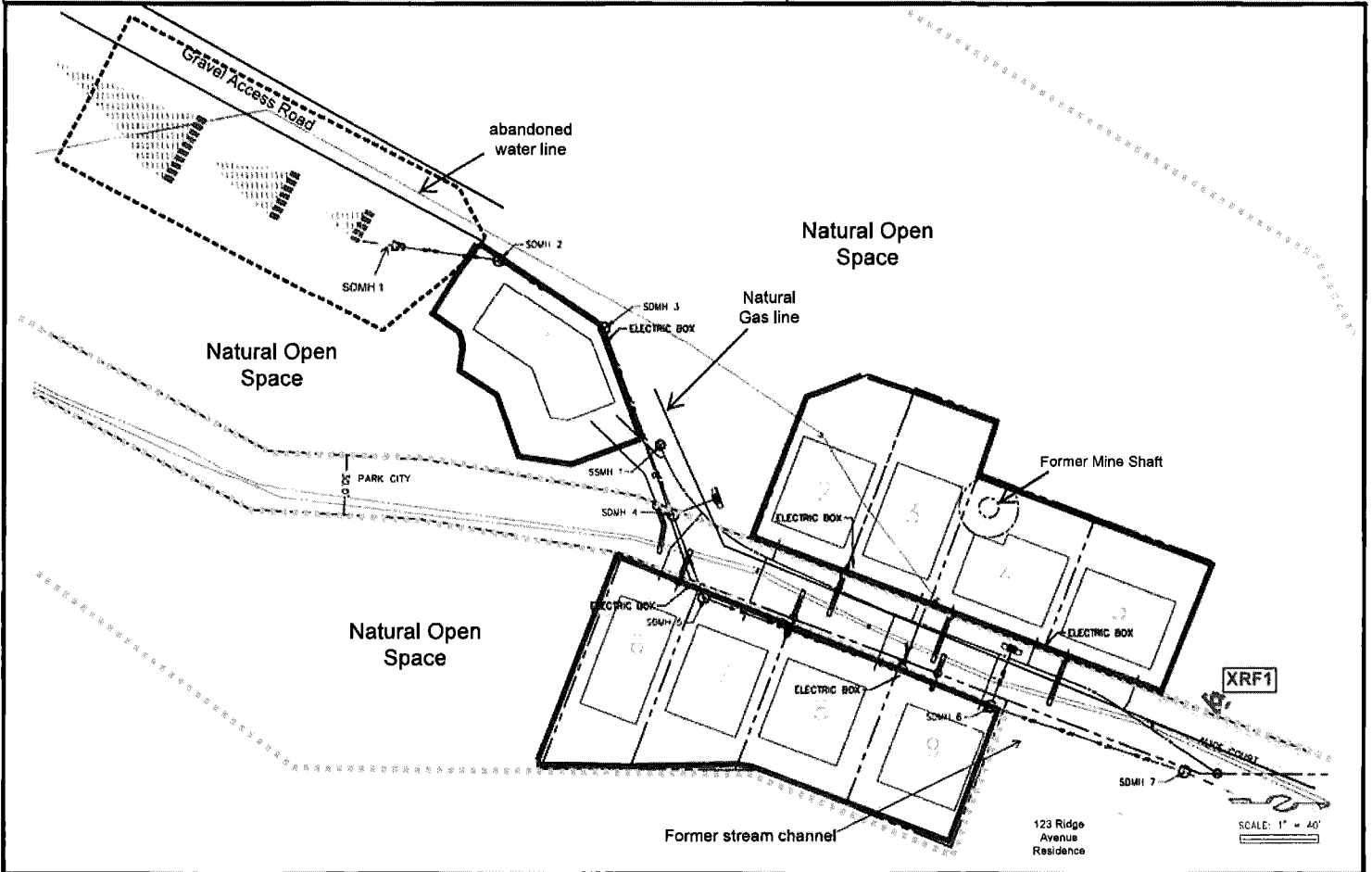


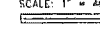
 Base map from GoogleEarth 2020	<b>Legend</b> VCP Area Controlled Areas: Soil Lead >2,100 mg/kg or Arsenic >190 mg/kg below cap of a minimum of 1-foot Allowed Residential Area of Disturbance (Res AOD). Areas outside the RES AOD and within the VCP Area is the Non-Residential Area (Non-Res Area)	SCALE: Not to scale DATE: 03/03/2022 PROJECT NO: 14-007 DATUM/PROJECTION: DWN BY: KMH CHK'D BY: DMZ	CLIENT <b>King Development Group LLC</b>  DK Environmental LLC 3739 Wagon Wheel Way Park City, UT 84098 dk-env.com	PROJECT Alice Claim VCP #043 Park City, UT TITLE Site Management Plan Non-Res Area Upper Streambed Controlled Areas	FIGURE NO <b>11</b>
	XRF1 See Table 10 of Supplemental RAR CM-10 Data from the Site Mitigation 2008 Field Report				

Exhibit A to Alice Claim SMP (Controlled Areas) (Figures 1-12)



 Base map from Alliance Engineering November 2020	<b>Legend</b> [Symbol] VCP Area [Symbol] Controlled Areas: Soil Lead >2,100 mg/kg or Arsenic >190 mg/kg below cap of a minimum of 1-foot Alice Court [Symbol] Allowed Residential Area of Disturbance (Res ACD): Areas outside the RES ACD and within the VCP Area is the Non-Residential Area (Non-Res Area). [Symbol] XRF1 See Table 11 of Supplemental RAR	SCALE: Not to scale DATE: 04/26/2022 PROJECT NO: 14-007 DATUM/PROJECTION: OWN BY: KMH CHKD BY: DM2	CLIENT <b>King Development Group LLC</b>  DK Environmental LLC 3735 Wagon Wheel Way Park City, UT 84098 dk-env.com	PROJECT Alice Claim VCP #043 Park City, UT TITLE Site Management Plan Non-Res Area Controlled Areas Along Alice Court	FIGURE NO <b>12</b>
		123 Ridge Avenue Residence SCALE: 1" = 40' 			

**EXHIBIT 4  
TO ALICE CLAIM  
ENVIRONMENTAL COVENANT**

[Resolution and Unanimous Written Consent]

SLC\_5836412

**RESOLUTION AND  
UNANIMOUS WRITTEN CONSENT  
OF KING DEVELOPMENT GROUP, LLC,  
a Utah limited liability company**

The undersigned, comprising all of the members and manager of King Development Group, LLC, a Utah limited liability company (“**Company**”), and acting by unanimous written consent pursuant to its organizational documents, do hereby agree, consent to and adopt the following:

WHEREAS, the Company has entered into a contract to sell Lot 6, and may enter into other contracts to sell or build on Lots 1-5 and 7-9, within the Alice Claim Subdivision recorded as Entry No. 01157218 with the Summit County Recorder (“Alice Claim”) and may execute and record with the Summit County Recorder (i) deeds and other instruments needed to close Alice Claim Lot sales; (ii) amendments to the Declaration of Covenants, Conditions and Restrictions for Alice Claim (Recorder Entry No. 01157223); and (iii) other instruments required or requested by the Utah Department of Environmental Quality for Alice Claim (“**Transactions**”).

WHEREAS, to accomplish these Transactions, the Company desires to authorize Yoram Jerry Fiat as an authorized signer to execute on behalf of the Company all necessary documents and to take all other actions necessary to complete the Transactions.

NOW THEREFORE, BE IT RESOLVED that the Company does hereby authorize Yoram Jerry Fiat as an authorized signer to execute on behalf of the Company all necessary documents and to take such actions as may be necessary to complete the Transactions, including, but not limited to, the execution and delivery of all deeds and other documents and instruments need in connection with the Transactions.

This Resolution and Unanimous Written Consent may be executed electronically in one or more counterparts, each executed counterpart is an original, and all executed counterparts together is one and the same instrument.

[Remainder of Page Intentionally Left Blank]

This Resolution and Unanimous Written Consent is made and entered into as of June 21, 2022.

**MANAGER AND SOLE MEMBER OF KING DEVELOPMENT GROUP, LLC, a Utah limited liability company:**

**PCP, LLC, an Illinois limited liability company**

DocuSigned by:  
*Paul Levy*  
By: \_\_\_\_\_  
Paul Levy, Manager

**ALL MEMBERS OF PCP, LLC:**

DocuSigned by:  
*Paul Levy*  
\_\_\_\_\_  
Paul Levy, Member

**HBPC Investment Trust**

DocuSigned by:  
*Judy Wise*  
By: \_\_\_\_\_  
Judy Wise, Trustee

**SLB-JAW Properties, LLC, an Illinois limited liability company**

DocuSigned by:  
*Richard Wise*  
By: \_\_\_\_\_  
Richard Wise, Manager