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07/05/2022 12:35 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PARKER KOBER, KUM & GO, LC
1459 GRAND AVEDES MOINES, IA 50309



Prepared by & Return to: Parker Kober, Kum & Go, L.C., 1459 Grand Ave., Des Moines, IA 50309 (515) 457-6215

CROSS ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that this Cross Access Agreement (this “**Agreement**”) is entered into as of ___ day of June, 2022, by and between KG STORE 2500, L.L.C., an Iowa limited liability company (hereinafter referred to as “**KG Store**”), and KUM & GO, L.C., an Iowa limited liability company (hereinafter referred to as “**Kum & Go**” and, together with KG Store, the “**Parties**”).

WHEREAS, KG Store owns legal title to the real property depicted and legally described in **Exhibit “A”**, attached hereto and incorporated herein by this reference (the “**KG Store Property**”).

WHEREAS, Kum & Go owns legal title to the real property depicted and legally described in **Exhibit “B”**, attached hereto and incorporated herein by this reference (the “**Kum & Go Property**” and, together with the KG Store Property, the “**Properties**” and each individually a “**Property**”).

WHEREAS, KG Store desires to grant to Kum & Go an easement in the portion of the KG Store Property described in **Exhibit “C”** and visually depicted in **Exhibit “D”** attached hereto and incorporated herein by this reference (the “**KG Store Easement Area**”).

WHEREAS, Kum & Go desires to grant to KG Store an easement in the portion of the Kum & Go Property described in **Exhibit “E”** and visually depicted in **Exhibit “F”** attached hereto and incorporated herein by this reference (the “**Kum & Go Easement Area**” and, together with the KG Store Easement Area, the “**Access Easement Area**”).

AGREEMENT

1. **KUM & GO EASEMENT**. KG Store hereby grants and conveys to Kum & Go, and the invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors, and suppliers of the Kum & Go Property (the “**Kum & Go Permittees**”), in common with others entitled to use the KG Store Easement Area, a non-exclusive easement to be used for cross-access and utilities over and across the KG Store Easement Area (the “**KG Store Easement**”).

2. KG STORE EASEMENT. Kum & Go hereby grants and conveys to KG Store, and the invitees, lessees, sublessees, employees, agents, licensees, contractors, vendors, and suppliers of the KG Store Property (the “**KG Store Permittees**”), in common with others entitled to use the Kum & Go Easement Area, a non-exclusive easement to be used for cross-access and utilities over and across the Kum & Go Easement Area (the “**Kum and Go Easement**” and, together with the KG Store Easement, the “**Easements**”).

3. INSTALLATION AND MAINTENANCE OF EASEMENT AREA. KG Store, at its sole expense, agrees that it shall, construct, pave, maintain, repair and replace an access driveway in the Access Easement Area.

4. EASEMENT RUNS WITH LAND. The Easements shall be deemed to run with the land and shall be binding on the Parties’ successors and assigns.

5. INDEMNITY. Each Party shall indemnify, defend, and hold the other Party, its affiliates, and respective officers, directors, managers, owners, tenants, licensees, agents, employees, customers, contractors, and invitees harmless from and against any and all claims, demands, suits, judgments, damages, liabilities, losses, or expenses (including, without limitation, attorneys’ fees) (“**Claims**”), to the extent arising out of or in relation to its use of, or obligations hereunder with respect to, the Access Easement Area, as applicable; provided, however, that in no event shall such indemnity obligation apply to the extent the Claim arises out of or in relation to the gross negligence or willful misconduct of the Party.

6. COVENANTS. Each Party (i) does hereby covenant that it holds the real property described as the Access Easement Area by title in fee simple, subject to all matters of record; and (ii) each Party has good and lawful authority to enter into this Agreement.

7. CONSTRUCTION. Section headings and titles in this Agreement are for convenience of reference only and will not be construed as modifying, limiting, or expanding in any matter the terms and provisions of this Agreement. When the context in which words are used herein indicates that such is the intent, words in the singular number will include the plural, and the masculine will include the feminine gender, and vice versa.

8. WAIVER. No provision of this Agreement will be deemed waived except by a writing executed by the Party against whom the waiver is sought to be enforced. No waiver of any provision of this Agreement will be deemed a continuing waiver of such provision or deemed a waiver of any other provision of this Agreement.

9. THIRD PARTIES. Nothing contained in this Agreement will be construed to give or to allow any claim or right of action by any third party. Nothing contained herein is intended to or will be construed to dedicate or grant to the general public the rights to use or occupy any portion of or interest in the Access Easement Area.

10. SEVERABILITY. If any provision of this Agreement is declared by any court of competent jurisdiction to be void, invalid, or unenforceable, such judgment will not be construed to

affect, impair, or invalidate any remaining provision of this Agreement, the intent being that the various sections and provisions of this Agreement are severable to the extent the same would not be inequitable to or deprive a Party of such Party's substantial or material benefit of this Agreement. Accordingly, in lieu of such void or unenforceable provision, this Agreement will be reformed by replacing the invalid provision(s) with a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, enforceable and does not deprive a Party of such Party's substantial or material benefit of this Agreement.

11. GOVERNING LAW. The terms and provisions of this Agreement will be construed under and governed by the laws of the State of Utah.

12. COUNTERPARTS. This Agreement may be executed in several counterparts, and each counterpart will constitute one Agreement binding on the Parties.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the first set forth above.

DATED _____

KG STORE 2500, L.L.C.

By: [Signature]

Printed Name: Tanner Krause

Title: Chief Executive Officer

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 24th day of June, 2022 before me, the undersigned, personally appeared Tanner Krause, as CEO [title], an authorized representative of KG Store 2500, L.L.C., and executed the foregoing instrument.

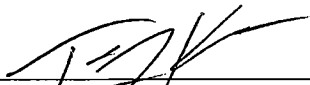
By: [Signature]
Notary Public



Commission Expires on 2-28-2023

DATED _____.

KUM & GO, L.C.

By: 

Printed Name: Tanner Krause

Title: Chief Executive Officer

STATE OF IOWA)
)ss:
COUNTY OF POLK)

On this 24th day of June, 2022 before me, the undersigned, personally appeared Tanner Krause, as CEO [title], an authorized representative of Kum & Go, L.C., and executed the foregoing instrument.

By: 
Notary Public



Commission Expires on 2-28-2023

EXHIBIT "A"
KG STORE PROPERTY

BEGINNING AT A POINT ON THE EAST LINE OF 200 WEST STREET WHICH IS 1593.91 FEET NORTH 89°59'54" WEST ALONG THE SECTION LINE AND 770.99 FEET NORTH 0°00'06" EAST AND ALONG SAID EAST LINE OF 200 WEST STREET, NORTHERLY ALONG THE ARC OF A 596.37 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 159.79 FEET (CENTRAL ANGLE EQUALS 15°21'05" AND LONG CHORD BEARS NORTH 11°34'19" EAST 159.31 FEET) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID EAST LINE OF 200 WEST STREET (4) FOUR COURSES AS FOLLOWS, NORTHERLY ALONG THE ARC OF A 596.37 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 40.69 FEET (CENTRAL ANGLE EQUALS 3°54'34" AND LONG CHORD BEARS NORTH 01°56'29" EAST 40.69 FEET), NORTH 0°00'49" WEST 27.40 FEET, NORTH 4°06'16" EAST 164.47 FEET, AND NORTH 0°00'49" WEST 66.39 FEET; THENCE NORTH 44°59'11" EAST 32.24 FEET TO THE SOUTH LINE OF BANGERTER HIGHWAY; THENCE SOUTH 82°57'18" EAST 125.37 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°11'33" WEST 75.65 FEET; THENCE SOUTH 89°48'27" EAST 49.21 FEET TO THE WEST LINE OF THE JORDAN AND SALT LAKE CANAL; THENCE ALONG SAID CANAL SOUTH 0°04'54" WEST 230.07 FEET; THENCE SOUTH 89°59'13" WEST, 208.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: 59,083 SQ.FT. OR 1.36 ACRES

Parcel # : 33-01-252-007-0000

EXHIBIT "B"
KUM & GO PROPERTY

BEGINNING AT A POINT ON THE EAST LINE OF 200 WEST STREET WHICH IS 1593.91 FEET NORTH 89°59'54" WEST ALONG THE SECTION LINE AND 770.99 FEET NORTH 0°00'06" EAST FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE ALONG SAID EAST LINE OF 200 WEST STREET, NORTHERLY ALONG THE ARC OF A 596.37 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 159.79 FEET (CENTRAL ANGLE EQUALS 15°21'05" AND LONG CHORD BEARS NORTH 11°34'19" EAST 159.31 FEET); THENCE NORTH 89°59'13" EAST 208.97 FEET TO THE WEST LINE OF THE JORDAN AND SALT LAKE CANAL; THENCE ALONG SAID CANAL (2) TWO COURSES AS FOLLOWS: SOUTH 0°04'54" WEST 210.61 FEET AND SOUTH 24°59'11" WEST 28.02 FEET; THENCE NORTH 70°45'06" WEST 242.34 FEET TO THE POINT OF BEGINNING.

CONTAINS: 44,465 SQ.FT. OR 1.02 ACRES

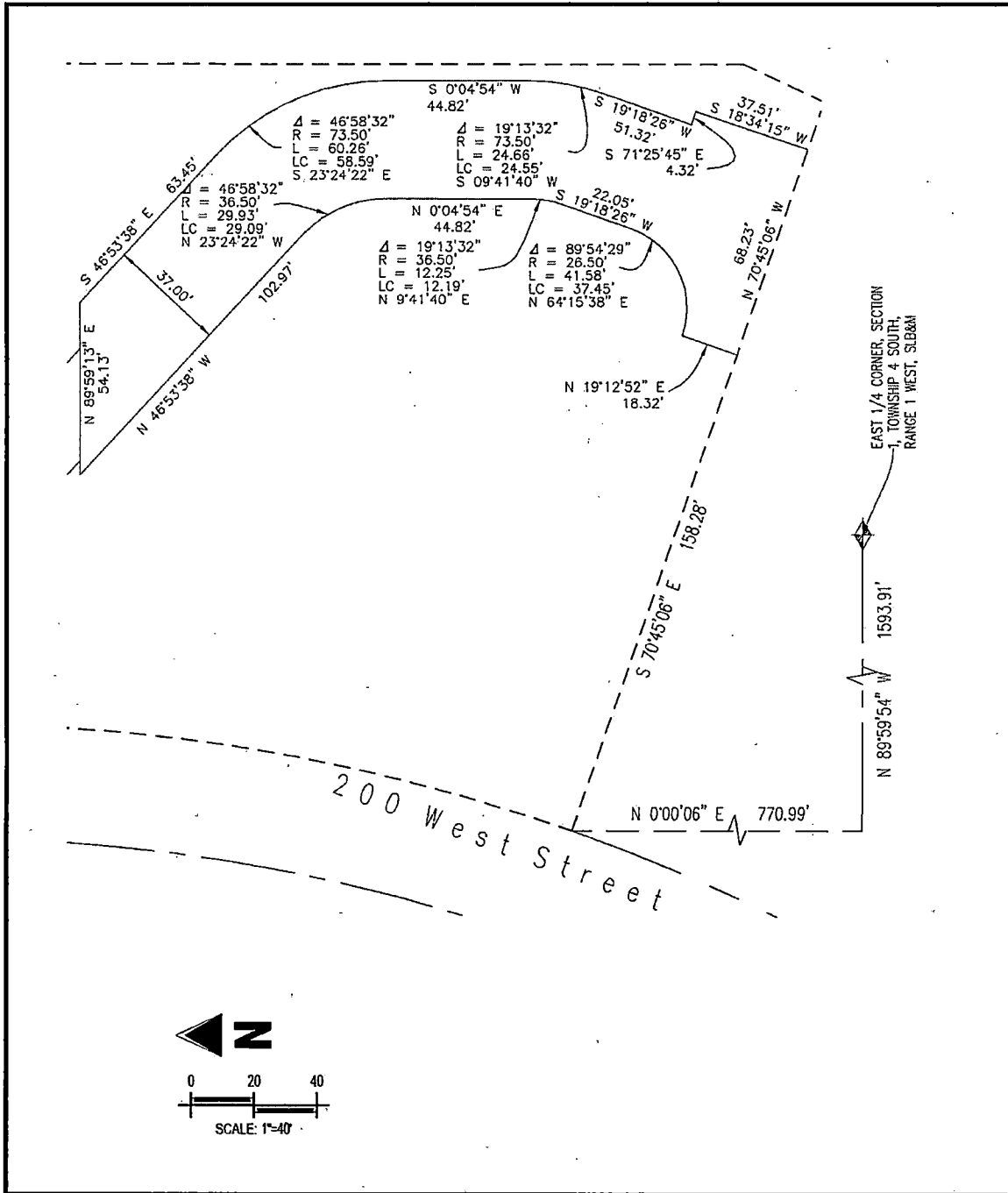
EXHIBIT "C"
KG STORE EASEMENT AREA

A 37.00 foot wide Cross-Access and Utility Easement being a part of the Northeast Quarter of Section 1, Township 4 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point which is 1593.91 feet North 89°59'54" West along the section line and 770.99 feet North 0°00'06" East to the east line of 200 West Street and 158.28 feet South 70°45'06" East from the East Quarter Corner of said Section 1; running thence North 19°12'52 East 18.32 along a radial line to a point of curvature; thence northeasterly along the arc of a 26.50 foot radius curve to the left a distance of 41.58 feet (central angle equals 89°54'29" and long chord bears North 64°15'38" East 37.45 feet) to a point of non-tangency; thence North 19°18'26" East 22.05 feet to a point of curvature; thence northerly along the arc of a 36.50 foot radius curve to the left a distance of 12.25 feet (central angle equals 19°13'32" and long chord bears North 9°41'40" East 12.19 feet); thence North 0°04'54" East 44.82 feet to a point of curvature; thence northwesterly along the arc of a 36.50 foot radius curve to the left a distance of 29.93 feet (central angle equals 46°58'32" and long chord bears North 23°24'22" West 29.09 feet); thence North 46°53'38" West 102.96 feet; thence North 89°59'13" East 54.13 feet; thence South 46°53'38" East 63.45 feet to a point of curvature; thence southeasterly along the arc of a 73.50 foot radius curve to the right a distance of 60.26 feet (central angle equals 46°58'32" and long chord bears South 23°24'22" East 58.59 feet); thence South 0°04'54" West 44.82 feet to a point of curvature; thence southerly along the arc of a 73.50 foot radius curve to the right a distance of 24.66 feet (central angle equals 19°13'32" and long chord bears South 9°41'40" West 24.55 feet); thence South 19°18'26" West 29.35 feet; thence South 71°25'45" East 4.32 feet; thence South 18°34'15" West 37.81 feet; thence North 40°45'06" West 68.23 feet to the point of beginning.

Contains: 10,367 sq.ft. or 0.238 acres

EXHIBIT "D"
KG STORE EASEMENT AREA VISUAL DEPICTION



ACCESS & UTILITY EASEMENT
37.00 FEET WIDE
 13691 S. 200 WEST
 DRAPER, UT
EXHIBIT A

Project No:	KUM002500
Drawn By:	JRA
Checked By:	JRA
Date:	08/04/2021

Galloway
 6162 S. Willow Drive, Suite 300
 Greenwood Village, CO 80111
 303.777.2834
 GallowayUS.com

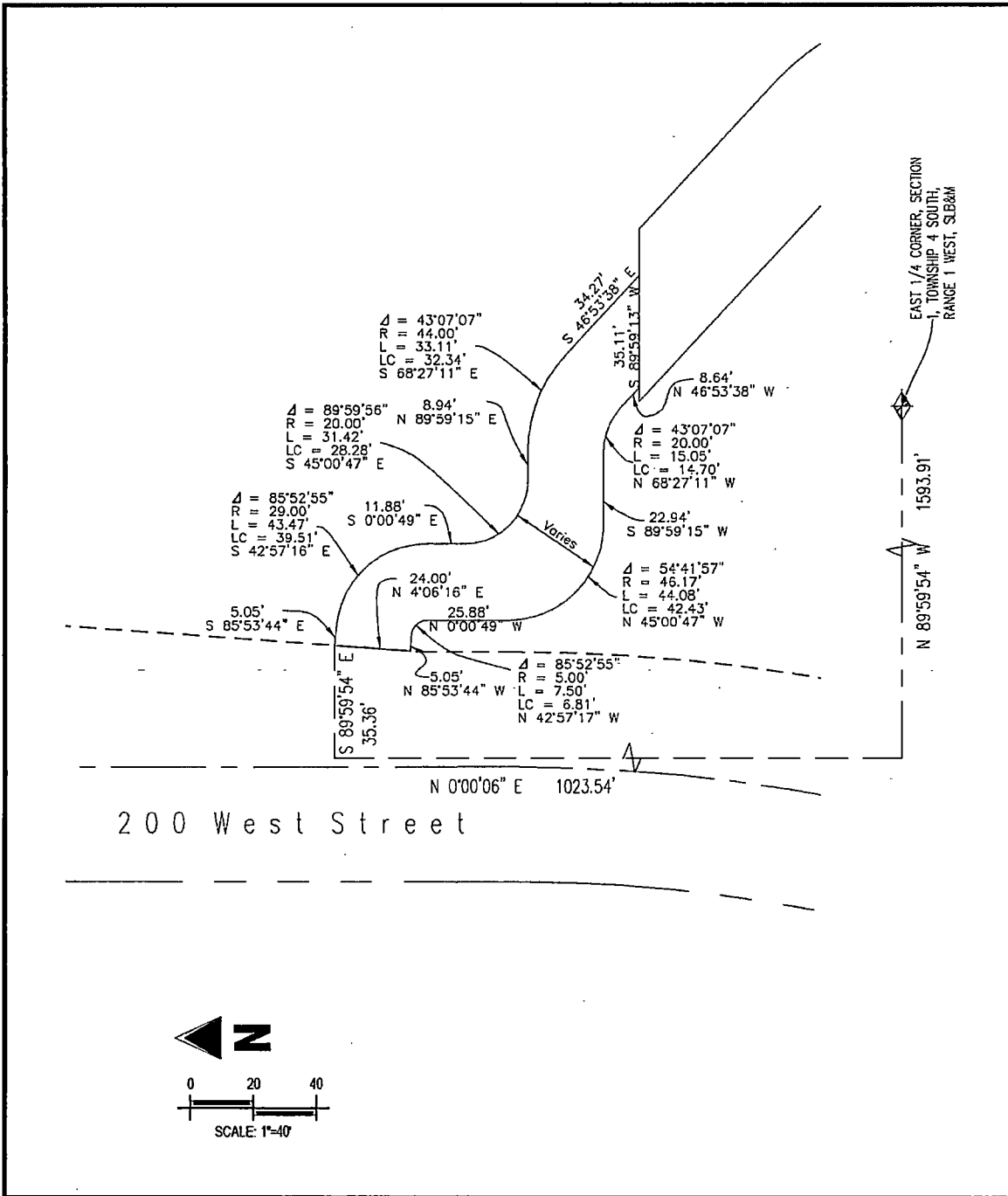
EXHIBIT "E"
KUM & GO EASEMENT AREA

A variable width Cross-Access and Utility Easement being a part of the Northeast Quarter of Section 1, Township 4 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the east line of 200 West Street which is 1593.91 feet North 89°59'54" West along the section line and 1023.54 feet North 0°00'06" East and 35.36 feet South 89°59'54" East from the East Quarter Corner of said Section 1; running thence South 85°53'44" East 5.05 feet to a point of curvature; thence southeasterly along the arc of a 29.00 foot radius curve to the right a distance of 43.47 feet (central angle equals 85°52'55" and long chord bears South 42°57'16" East 39.51 feet); thence South 0°00'49" East 11.88 feet to a point of curvature; thence southeasterly along the arc of a 20.00 foot radius curve to the left a distance of 31.42 feet (central angle equals 89°59'56" and long chord bears South 45°00'47" East 28.28 feet); thence North 89°59'15" East 8.94 feet to a point of curvature; thence southeasterly along the arc of a 44.00 foot radius curve to the right a distance of 33.11 feet (central angle equals 43°07'07" and long chord bears South 68°27'11" East 32.34 feet); thence South 46°53'38" East 34.27 feet; thence South 89°59'13" West 35.11 feet; thence North 46°53'38" West 8.64 feet to a point of curvature; thence northwesterly along the arc of a 20.00 foot radius curve to the left a distance of 15.05 feet (central angle equals 43°07'07" and long chord bears North 68°27'11" West 14.70 feet); thence South 89°59'15" West 22.94 feet to a non-tangent point on a curve; thence northwesterly along the arc of a 46.17 foot radius curve to the right a distance of 44.08 feet (central angle equals 54°41'57" and long chord bears North 45°00'47" West 42.43 feet, bearing to center is North 17°38'14" East) to a point of non-tangency; thence North 0°00'49" West 25.88 feet to a point of curvature; thence northwesterly along the arc of a 5.00 foot radius curve to the left a distance of 7.50 feet (central angle equals 85°52'55" and long chord bears North 42°57'17" West 6.81 feet); thence North 85°53'44" West 5.05 feet to said east line of 200 West Street; thence North 4°06'16" East 24.00 feet along said east line to the point of beginning.

Contains: 3,645 sq. ft. or 0.084 acres

EXHIBIT "E"
KUM & GO EASEMENT AREA VISUAL DEPICTION



ACCESS & UTILITY EASEMENT
 WIDTH VARIES
 13691 S. 200 WEST
 DRAPER, UT
 EXHIBIT A

Project No:	KUM002500
Drawn By:	JRA
Checked By:	JRA
Date:	08/04/2021

Galloway
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 303.770.8854
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