

When Recorded Mail to:  
Freeman Lovell, PLLC  
Attn: Lindsey Teasdale  
9980 South 300 West, Suite 200  
Sandy, Utah 84070

**194750 MLP**  
Parcel IDs: 21-01-251-003; 21-01-251-004

**14470423 B: 11621 P: 1033 Total Pages: 7**  
**12/02/2025 10:44 AM By: Jattermann Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

### **Access Easement Agreement**

This Access Easement Agreement (the "Agreement") is hereby made on this day December 01, 2025 (the "Effective Date") by Craig R. Bruner and Daphne D. Bruner, Trustees or Successor Trustees of **The Bruner Family Trust** ("Grantor"), whose mailing address is 2156 S 2200 E, Salt Lake City, UT 84109, and **Jalal Afnane**, an individual, ("Grantee"), whose mailing address is 450 West 4800 South, Murray, Utah 84123. Grantor and Grantee may be referred to individually as a "Party" and collectively as the "Parties."

### **Recitals**

WHEREAS, Grantor is the fee simple owner of that certain real property with a street address of 4320 S. Commerce Dr. in the City of Murray, County of Salt Lake, State of Utah, more particularly described in Exhibit "A", attached hereto and incorporated herein by this reference ("Grantor Property");

WHEREAS, Grantee is the fee simple owner of that certain real property with a street address of 4314 S. Commerce Dr. in the City of Murray, County of Salt Lake, State of Utah, more particularly described in Exhibit "B" attached hereto and incorporated hereby by this reference ("Grantee Property");

WHEREAS, the Parties desire that Grantor grant to Grantee a perpetual, non-exclusive access easement on, over, upon, and across those portions of Grantor Property described in Exhibit "C", attached hereto and incorporated hereby ("Easement Area"), for purposes of vehicular ingress and egress to and from Commerce Drive, a public right of way, and the private drive of Grantee Property (the "Permitted Use"); and

WHEREAS, The Parties desire to enter into this Agreement according to the terms hereof.

### **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of Easements: Grantor, for itself and its successors and assigns, hereby conveys and grants to Grantee and its respective successors and assigns, a perpetual, non-exclusive, access easement on, over, upon, and across the Easement Area for the Permitted Use. Grantor shall have the right to use the Easement Area for any use whatsoever so long as such use does not prohibit Grantee from using the Easement Area for the Permitted Use. Grantee shall

only have the right to use the Easement Area for the Permitted Use and shall not idle or park any vehicles in the Easement Area.

2. Maintenance of Easement Area. Grantor shall maintain the Easement Area such that it is usable for the purposes set forth herein. Grantor shall not be responsible to Grantee for the accumulation of snow or ice within the Easement Area, and both Parties hereto shall have the right to remove snow and ice from the Easement Area and onto their respective property. Notwithstanding anything to the contrary herein, Grantor shall have the right to temporarily close, block, or restrict access to its portion of the Easement Area in connection with (i) the repair of the Easement Area; (ii) the construction, replacement or repair of improvements located on the Grantor Property; or (iii) any other reasonable purpose; provided, however, that any such closure, blockage, or restriction shall not remain in place for longer than ten (10) consecutive business days unless agreed to by Grantee.

3. Indemnity. Grantee, for itself and its successors and assigns, shall indemnify and hold harmless Grantor and its successors and assigns, from and against any and all claims suffered or incurred in connection with any alleged bodily injury or property damage arising out of its use of the Easement Area, unless caused by the gross negligence or willful misconduct of Grantor or its successors or assigns.

4. Miscellaneous.

4.1 Amendment; Modification. This Agreement may only be amended by a written instrument executed by the Parties and shall only become effective when duly recorded in the Official Records of Salt Lake County, Utah.

4.2 Recitals. The Recitals are hereby incorporated into this Agreement.

4.3 Governing Law; Interpretation. The interpretation, validity, and enforcement of this Agreement shall be governed by and construed under the laws of the State of Utah, excluding such principles of conflicts of law.

4.4 Headings. The headings of the sections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any of the terms or provisions of this Agreement.


4.5 Binding Effect; Run with the Land. This Agreement extends to and is binding upon the Parties and their respective heirs, personal representatives, successors and assigns. The provisions of this Agreement shall run with and be appurtenant to Grantor Property and Grantee Property and all successors in title thereto during their respective ownership.

*[Signature pages to follow.]*

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**Grantor**

The Bruner Family Trust

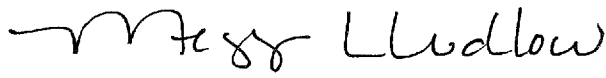
By:   
Craig R. Bruner, Trustee

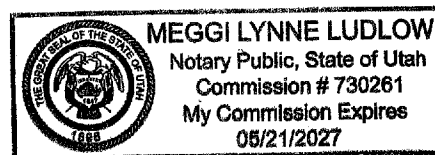
By:   
Daphne D. Bruner, Trustee

STATE OF UTAH                    )  
COUNTY OF Salt Lake       §

On this 1<sup>st</sup> day of December, in the year 2025, personally appeared before me Craig R. Bruner and Daphne D. Bruner, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say the they are the Trustees of The Bruner Family Trust and that said document was signed by them on behalf of said entity by authority of its governing documents, and said Trustees acknowledged to me that said entity executed the same.


Witness my hand and official seal.

  
(notary signature)



(seal)


Grantee

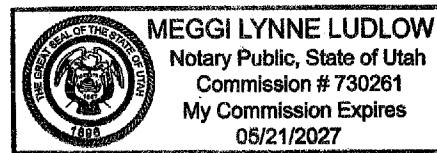
  
Jalal Afhane, an individual

STATE OF UTAH                    )  
COUNTY OF Salt Lake §

On this 1st day of December, in the year 2025, personally appeared before me Jalal Afhane, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did acknowledged to me that he/she executed the above document.

Witness my hand and official seal.

  
\_\_\_\_\_  
(notary signature)



(seal)

EXHIBIT "A"  
Grantor Property

That certain real property in Salt Lake County, Utah, described as follows:

Beginning at a point North 00°08'30" West 603.25 feet from the Southeast corner of Lot 16, Block 11, Ten Acre Plat "A", Big Field Survey, and running thence West 94.27 feet; thence South 00°08'30" East 63.4 feet; thence East 94.27 feet; thence North 00°08'30" West 63.4 ft to the point of beginning.

0.14 Acres, more or less.

Parcel ID: 21-01-251-004

EXHIBIT "B"  
Grantee Property

That certain real property in Salt Lake County, Utah, described as follows:

Beginning at a point North 0°08'30" West 603.25 feet from the Southeast corner of Lot 16, Block 11, Ten Acre Plat "A", Big Field Survey (said point is North 89°56'00" West 33.0 feet and North 00°08'30" West 608.82 feet from the County Survey Monument at 4500 South and 300 West Street. Also known as the Southeast corner of Lot 16); thence 94.27 feet West; thence North 00°08'30" West 31.11 feet; thence West 104.12 feet to a nail and washer; thence North 73°59'55" East 94.70 feet; thence North 84°40'23" East along a wood fence 107.72 feet to the West side of 300 West Street; thence South 00°08'30" East 67.10 feet along 300 West Street to the point of beginning.

0.17 Acres, more or less.

Parcel ID: 21-01-251-003

EXHIBIT "C"  
Easement Area

The Easement Area consists of a that portion of the Northeast corner of the Grantor Property that is bound to the north by the northern border of the Grantor Property, to the south by a line that is parallel to, and 12' south of, the northern border of the Grantor Property, to the east by the westerly boundary of the public right-of-way known as Commerce Drive, and to the west by a line that extends south from the point where the westerly edge of the existing paved drive of the Grantee Property intersects with the norther border of the Grantor Property, as roughly depicted below.

