The Order of the Court is stated below:
Dated: October 23, 2026 05:17:38 PM **/s/** JENNIFER A. MABEY District Court Judge

Richard D. Burbidge (0492)
rburbidge@burbidgemitchell.com
Carolyn LeDuc (14240)
cleduc@burbidgemitchell.com
Clancey S. Henderson (17066)
chenderson@burbidgemitchell.com
BURBIDGE | MITCHELL
215 South State Street, Suite 920
Salt Lake City, Utah 84111
Telephone: 801-355-6677

Attorneys for Plaintiffs and Counterclaim Defendants

FOURTH JUDICIAL DISTRICT COURT
WASATCH COUNTY, STATE OF UTAH

DENNIS C. ELLIS AND MARIA ELLIS, Plaintiffs, vs. LA VAL ENTERPRISES, LTD., *et al.*, Defendants.	**JUDGMENT** Case No. 200500032 Judge Jennifer A. Mabey
LA VAL ENTERPRISES, LTD., *et al.*, Counterclaimants, vs. DENNIS C. ELLIS AND MARIA ELLIS, Counterclaim Defendants.	

This matter came before the Court for decision following an eight-day bench trial held between June 17-30, 2025. On May 6, 2026, the Court entered its Amended Findings of Fact and Conclusions of Law, Order and Judgment ("Amended Findings"). On October 13, 2026, the

Court entered its Ruling and Order Denying Defendants' Motion to Amend Findings or Alter or Amend Judgment.

Based on the Court's prior rulings, the record, and the applicable law, and for good cause shown, **JUDGMENT IS ENTERED** as follows:

1. Plaintiffs' claim for Breach of Contract is **GRANTED.** The Option Agreement is legally enforceable, and the Partnership is ordered to specifically perform the sale of the real Property to the Plaintiffs for the agreed $750,000 price.

2. Plaintiffs' claim for quiet title to the real Property is **GRANTED**, insofar as Plaintiffs perform the required obligations under the Option Agreement to acquire title to the real Property.

3. Plaintiffs' claim for declaratory judgment as it relates to the enforceability of the Option Agreement to convey a right to Plaintiffs to purchase the real Property and farm equipment is **GRANTED**.

4. All the Plaintiffs' remaining claims were either **DISMISSED** by stipulation or previous orders of the Court or are **DENIED** as detailed in the Court's Amended Findings.

5. Defendants' claim for Declaratory Judgment as it relates to the Water Shares is **GRANTED**.

6. Defendants' claim for quiet title as to the Water Shares is **GRANTED** and the water shares are deemed to be part of the Estate of La Vern Ellis free and clear of any claim from Plaintiffs (aside from Dennis' potential rights as an heir to the estate).

7. Defendants' claim for quiet title as to the real Property is **DENIED**, to the extent that Plaintiffs fulfill the requirements and obligations necessary under the Option Agreement for

title to the real Property to be conveyed to them in accordance with the terms of that agreement.

8. All the Defendants' remaining claims were either **DISMISSED** by stipulation or previous orders of the Court or are **DENIED** as detailed in the Court's Amended Findings.

9. The parties shall bear their respective attorney fees, given that there is no clear prevailing party under the Option Agreement. Plaintiffs prevailed as to the enforceability of the Option Agreement as it pertains to the real Property, but Defendants prevailed as to the enforceability of the Option Agreement as it pertains to the Water Shares.

This Judgment resolves all claims by and against all parties in this action. It is the final judgment under Utah R. Civ. P. 58A.

END OF ORDER

As required by Utah R. Civ. P. 10(e), the Court's signature appears at the top of the first page of this Judgment.

APPROVED AS TO FORM:

SKOUBYE NIELSON JOHANSEN & BAXTER LLC

/s/ Nathan Anderson
Attorney for Defendants and Counterclaimants
(Signed with permission received by email on 10/22/2026.)