

**The Order of the Court is stated below:**

**Dated:** April 20, 2026  
03:16:07 PM

/s/ BARRY LAWRENCE  
District Court Judge



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*Attorneys for Plaintiffs/Counterclaim Defendants*

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY,  SALT LAKE DEPARTMENT, STATE OF UTAH	
BLAINE F. OVERSON and ANNETTE H. OVERSON, individually,  Plaintiff/Counterclaim Defendants,  vs.  KYNDGROWZ, LLC, a Utah Limited Liability Company, DBA Moon Lake Farms,  Defendant/Counterclaim Plaintiff.	<u>FINAL</u> JUDGMENT  Case No. 210901931  Judge Barry Lawrence

This matter came before the Court on multiple dispositive motions and related proceedings. The Court entered rulings on June 28, 2023, June 20, 2024, September 17, 2024,

January 23, 2025, January 28, 2025, April 7, 2025, June 6, 2025, and January 29, 2026 resolving the parties' various claims and defenses. All claims and defenses have now been resolved and the Court therefore hereby enters this Final Judgment pursuant to URCP 58A.

### **I. Incorporation of Court Rulings**

The Court's prior rulings and orders in this action are incorporated herein by reference as though fully set forth, including the following:

- Minute Entry on Motion for Summary Judgment (June 28, 2023)
- Order Denying in Part and Granting in Part Motion for Partial Summary Judgment (June 20, 2024)
- Minute Entry on Hearing and Order on All Pending Motions (Sept. 17, 2024)
- Order Granting Motion to Bifurcate (January 23, 2025)
- Minute Entry Scheduling Bench Trial and Ordering Trial Brief (January 28, 2025)
- Minute Entry on Order on Motion for Summary Judgment (Apr. 7, 2025)
- Ruling on Abandonment (Including Findings of Fact and Conclusions of Law) (June 6, 2025)
- Ruling and Order Resolving Motions for Summary Judgment and Dismissing Remaining Claims (Jan. 29, 2026)

Those rulings resolve all claims and issues raised in this litigation.

### **II. Claims Asserted by Kyndgrowz**

Kyndgrowz asserted claims against Blaine F. Overson and Annette Overson, (hereinafter the "Oversons"), including:

1. Forcible Detainer / Wrongful Eviction
2. Breach of Contract
3. Breach of Covenant of Good Faith and Fair Dealing
4. Unjust Enrichment / Quantum Meruit
5. Declaratory Judgment – Abandonment
6. Declaratory Judgment – Purchase Option
7. Trespass
8. Promissory Estoppel / Detrimental Reliance

Consistent with the Court's rulings: Judgment is entered in favor of the Oversons and against Kyndgrowz, LLC on all claims asserted in the Verified Complaint filed by Kyndgrowz. All such claims are dismissed with prejudice.

### **III. Claims Asserted by the Oversons**

The Overson Plaintiffs asserted claims and requests for relief concerning:

1. Declaratory Judgment—No Meeting of the Minds
2. Declaratory Judgment—Failure to Meet a Condition Precedent to Agreement
3. Breach of Contract
4. Declaratory Judgment—Option to Purchase
5. Declaratory Judgment—Abandonment

Consistent with the Court's rulings, the Court dismisses with prejudice the Oversons' First Cause of Action seeking declaratory judgment based on an absence of a meeting of the minds; dismisses with prejudice the Oversons' Second Cause of Action seeking declaratory judgment for a failure to meet a condition precedent; and dismisses with prejudice the Oversons' Third Cause of Action for breach of contract which was voluntarily dismissed by the Oversons. As to the Oversons' Fourth and Fifth Causes of Action, the Court grants judgment to the Oversons and finds,

1. Kyndgrowz abandoned the Property under Utah Code § 78B-6-815.
2. The Oversons lawfully terminated the Lease Agreement.
3. The Purchase Option contained in the Lease Agreement is no longer valid or enforceable.

Judgment is therefore entered in favor of the Oversons on their Fourth and Fifth Causes of Action for declaratory relief.

### **IV. Possession of Property**

Consistent with the Court's rulings, Kyndgrowz has no continuing right to possession of the Property, and the Oversons are entitled to possession.

## **V. Dismissal of Remaining Claims**

To the extent any claim, counterclaim, affirmative defense, or request for relief remains unresolved by prior rulings, such claims are dismissed with prejudice.

## **VI. Attorney Fees and Costs**

The Lease Agreement contains a prevailing-party attorney fee provision. The Court has today issued a detailed Order reflecting that the Oversons are the prevailing parties in this action, thereby entitling them to fees pursuant to the parties' contract, and costs under the contract and under Utah R Civ P. Rule 54(d). For the reasons set forth therein, the Court HEREBY AWARDS the Oversons their reasonable attorney's fees and costs in the amount of \$306,280. (As such, the Court rejects the arguments made by Kyndgrowz in opposition to the Oversons' proposed Judgment.)

## **VII. Judgment**

The Court thus enters Judgment in favor of the Oversons in the amount of \$306,280 plus post-judgment interest at the statutory rate of 5.51%.

This Judgment resolves all claims between the parties and constitutes a Final Judgment under Rule 54 and Rule 58A of the Utah Rules of Civil Procedure.

\*\*\* Court Signature Appears In Upper-Righthand Corner by Electronic Stamp\*\*\*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on 11th day of March 2026, I caused a true and correct copy of the foregoing JUDGMENT to be filed via the Court's electronic filing system, which automatically provided notice to the following counsel of record:

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/s/ Darwin L. Overson