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IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR SALT LAKE COUNTY, STATE OF UTAH	
REAL ESTATE INVESTMENT PARTNERS, LLC, a Utah limited liability company, Plaintiff, v. AGTL WEST VALLEY OWNER, L.L.C., a Delaware limited liability company, Defendant.	JUDGMENT Case No. 240904612 Honorable Matthew Bates

This matter came before the Court for a bench trial on June 24-25, 2026, the Honorable Matthew Bates, District Judge, presiding. Plaintiff was represented by James D. Gilson and Justin T. Rich of Dentons Durham Jones Pinegar P.C.; Defendant was represented by Jonathan Rudd and Spencer Felton of Rudd Cooper. The issues having been duly tried, and the Court having duly rendered its oral findings of fact and conclusions of law on June 30, 2026, and based

on the Court's written Findings of Fact and Conclusions of Law entered on July 23, 2026, and pursuant to Utah Rules of Civil Procedure 54 and 58A, it is hereby:

ORDERED, ADJUDGED, and DECREED that judgment is awarded and entered in favor of Plaintiff, Real Estate Investment Partners, LLC ("REIP"), and against Defendant AGTL West Valley Owner, L.L.C. ("AGTL"), as follows, for AGTL's breach of contract and breach of the implied covenant of good faith and fair dealing:

1. AGTL shall pay REIP damages in the amount of \$2,373,077.
2. AGTL is also liable to pay REIP for its costs, expenses, and reasonable attorneys' fees incurred in connection with this dispute, pursuant to the contract at issue, Utah Code § 78B-6-1304(8), and pursuant to Utah R. Civ. P. 54(d), in an amount to be established later pursuant to a motion by REIP under Utah R. Civ. P. 73.
3. Unless there is a separate mutual agreement by all pertinent parties to the REA, consistent with paragraph 60(A) of the Court's April 8, 2025 Order in this action and the parties' Reciprocal Easement Agreement ("REA"), then within 90 days after entry of the final judgment in this matter, AGTL shall: (a) remove the wall that it constructed in 2024 between REIP's tract and AGTL's tract (the "Wall"), from its northernmost point through to the southern end of the Access Drive easement area as identified in the REA; (b) flatten the grade of the Access Drive easement area; and (c) install a replacement retaining wall on the easterly side of the Access Drive easement area (approximately 6 feet east of the Wall's current location) in such manner as to preclude runoff water from draining onto the Access Drive easement area and REIP's property.

~~4. The truck access route that AGTL purportedly had West Valley City approve during the pendency of this action is not in compliance with Section 2.4 of the REA. Any such approval is void and a legal nullity. It is contrary to the Court's controlling authority and its Findings of Fact and Conclusions of Law and Judgment in this matter.~~

5. This Judgment amount shall accrue post judgment interest at the statutory rate after entry of the Judgment and until paid in full, pursuant to Utah Code § 15-1-4.

IT IS SO ORDERED.

*******END*******

**EXECUTED AND ENTERED BY THE COURT AS INDICATED
BY THE STAMP AND SEAL AT THE TOP OF THIS PLEADING**

Approved as to Form

RUDD COOPER

Jonathan Rudd
Spencer Felton
Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that on July 14, 2026, a true copy of the foregoing was served on the following defense counsel of record via email:

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/s/ James D. Gilson
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