

**Office of the Davis County Recorder**

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
09/24/2019 10:47 AM  
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DEP RT REC'D FOR OLSON & HOGGAN P  
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3189462-575

Recorder  
Richard T. Maughan  
Chief Deputy  
Laile H. Lomax

THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A \_\_\_\_\_

*Judgment*  
(Document Type)

\_\_\_\_\_  
Tax Serial Number(s)

STATE OF UTAH }  
COUNTY OF DAVIS } ss.

I HEREBY CERTIFY THAT THIS IS A TRUE  
COPY OF THE ORIGINAL ON FILE IN THE  
UTAH STATE COURTS.



The Order of the Court is stated below:

Dated: September 06, 2018  
04:34:56 PM

/s/ David Hamilton  
District Court Judge



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DATED: September 10 20 18  
DISTRICT COURT

BY: Brandt Briggs DEPUTY  
Jacob A. Watterson

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Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE  
STATE OF UTAH, IN AND FOR THE COUNTY OF DAVIS**

KAYSVILLE PLAZA, LLC, a Utah  
limited liability company,

Plaintiff,

v.

AHMED INVESTMENTS, INC., a Utah  
corporation, AVAIS AHMED, an  
individual, SHIEKH M AHMED, an  
individual, and AMEESH AHMED, an  
individual.

Defendants.

**STIPULATED  
JUDGMENT & ORDER**

Case No.: 180700749  
Judge: David Hamilton

This matter is submitted to the Court pursuant to the Stipulated Settlement Agreement (hereinafter "Agreement") entered into by Plaintiff, KAYSVILLE PLAZA, LLC, a Utah limited liability company (hereinafter "PLAINTIFF"), and Defendants AHMED INVESTMENTS, INC., a Utah corporation, AVAIS AHMED, an individual, SHIEKH M AHMED, an individual, and AMEESH AHMED, an individual (hereinafter jointly referred to as "DEFENDANTS"), filed contemporaneously herewith. The Court having reviewed the Agreement and the recitals contained therein, the pleadings on file, and having been fully advised in the premises hereby

ORDERS, ADJUDGES and DECREES as follows:

1. Judgment is entered against DEFENDANTS, jointly and severally, and in favor of PLAINTIFF in the amount of Thirty Thousand and 00/100 dollars (\$30,000.00) as of September 1, 2018, together with all future costs of collection, filing fees, interest at the rate of 18% per annum, and attorneys' fees which may hereafter accrue in the process of fully unconditionally satisfying DEFENDANTS' obligations in accordance with the terms of the Stipulation and under this Judgment and Order.
2. DEFENDANTS shall be permitted to continue occupying the premises located at 18 South Main Street, Kaysville, UT 84037 (the "Premises") until September 7, 2018, subject to the following terms and conditions:
  - a. DEFENDANTS expressly covenant and agree to fully and completely vacate the Premises by no later than 5:00 PM on September 7, 2018.
  - b. DEFENDANTS shall leave the Premises in broom clean condition, with no damages to the Premises beyond that which is reasonably attributable to normal wear and tear. PLAINTIFF shall be permitted to augment any Judgment & Order against DEFENDANTS for any and all damages to the Premises not permitted herein.
  - c. PLAINTIFF shall be permitted to immediately apply and receive an Order from the Court to evict DEFENDANTS from the Premises should they fail to fully vacate the Premises by 5:00 PM on September 7, 2018. In addition, DEFENDANTS shall be liable to PLAINTIFF for liquidated damages in the amount

of Five Hundred and 00/100 (\$500.00) per day that DEFENDANTS continue to occupy the Premises following September 7, 2018. PLAINTIFF shall be permitted to augment any Judgment & Order against DEFENDANTS for any and all damages accruing due to DEFENDANTS failure to timely vacate the Premises.

- d. DEFENDANTS shall fully cooperate with PLAINTIFF's and its agents attempts to inspect or show the property to prospective tenants prior to, and after, the September 7, 2018 deadline.
3. Neither PLAINTIFF nor DEFENDANTS will hereafter make any statement disparaging of the other to any person or entity orally, in writing, or by any other means, including without limitation email, telephone, the internet, or social media.
4. The prevailing party shall be entitled to their attorney fees and costs in any litigation to enforce the terms of this Judgment & Order
5. This Judgment & Order shall be binding upon and inure to the benefit of the Parties hereto and their respective predecessors, successors and assigns

~~-----~~**END OF ORDER**~~-----~~  
*The Court's Signature Appears at the Top of the First Page*

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BK 7353 PG 579

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