

Joshua L. Lee (11701)
Noah M. Shepardson (20373)
BENNETT TUELLER JOHNSON & DEERE
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
(801) 438-2000
jlee@btjd.com; nshepardson@btjd.com

Notice: If you do not respond to this document within applicable time limits, judgment could be entered against you as requested.

Amanda B. Mendenhall (15677)
FFP LEGAL
427 East Vine Street
Murray, Utah 84107
(801) 997-5800
amendenhall@ffplegalgroup.com

Attorneys for Plaintiffs

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

MONTE VISTA RANCH, L.C., a Utah limited liability company; and EAGLE MOUNTAIN PROPERTIES, L.C., a Utah limited liability company,

Plaintiffs,

vs.

EAGLE MOUNTAIN CITY, a Utah municipality,

Defendant.

COMPLAINT

Civil No. 260400791

Judge Jared Eldridge

Discovery Tier 2

Plaintiffs Monte Vista Ranch, L.C. (“**MVR**”) and Eagle Mountain Properties, L.C. (“**EMP**,” and, together with MVR, “**Plaintiffs**”), by and through counsel, hereby complain against Eagle Mountain City (the “**City**”) and allege as follows:

PARTIES

1. MVR is a Utah limited liability company with its principal place of business located at 4062 North Wood Road, Eagle Mountain, Utah 84005.
2. EMP is a Utah limited liability company with its principal place of business located at 4062 North Wood Road, Eagle Mountain, Utah 84005.
3. The City is a Utah municipality.

JURISDICTION, VENUE, AND DISCOVERY TIER

4. This Court has subject matter jurisdiction over this action pursuant to Utah Code § 78A-5-102.
5. This Court has specific personal jurisdiction over the City because it is a political subdivision of the State of Utah and its actions have been directed towards Utah entities.
6. Venue is proper in this Court pursuant to Utah Code §§ 78B-3a-205 and 78B-3a-202 because, among other things, the real property at issue in this dispute is situated in Utah County, the action is for the determination of the parties' rights or interests in real property, and the parties' contract concerns real property situated in Utah County, Utah.
7. This action qualifies as a Tier 2 case for standard discovery purposes under Utah R. Civ. P. 26(c)(5) because Plaintiffs seek declaratory and non-monetary relief.

GENERAL ALLEGATIONS

Plaintiffs Give the City Over 50 Acres Via Special Warranty Deed

8. On or about January 3, 2002, Plaintiffs executed a Special Warranty Deed (the "***Deed***"), which was recorded in the Office of the Utah County Recorder on January 14, 2002 as Entry No. 4669:2002.

9. Pursuant to the Deed, Plaintiffs conveyed to the City a fee simple interest, subject to condition subsequent, of approximately 56.50 acres of real property located in Utah County, State of Utah (the “*Property*”).

10. At the time of conveyance, the Property had the following legal description:

COMMENCING AT A POINT WHICH IS SOUTH 89° 33 MIN. 15 SEC. EAST ALONG THE SECTION LINE 1311.46 FEET AND NORTH 1126.06 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01° 09 MIN. 50 SEC. WEST 1287.83 FEET; THENCE NORTH 86° 00 MIN. 26 SEC. WEST 1540.51 FEET; THENCE NORTH 36° 57 MIN. 38 SEC. EAST 2631.94 FEET; THENCE SOUTH 01° 11 MIN. 08 SEC. WEST 750.91 FEET; THENCE SOUTH 88° 05 MIN. 16 SEC. EAST 140.09 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST WITH A RADIUS OF 2746.50 FEET, A RADIAL LINE BEARS NORTH 83° 23 MIN. 14 SEC. EAST; THENCE SOUTHEASTERLY 1535.21 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32° 01 MIN. 36 SEC. (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 22° 37 MIN. 34 SEC. EAST 1515.30 FEET) TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 20.00 FEET; THENCE SOUTHWESTERLY 29.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 45 MIN. 45 SEC. (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 07° 14 MIN. 12 SEC. WEST 27.22 FEET); THENCE SOUTH 50° 07 MIN. 04 SEC. WEST 116.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONVACE TO THE NORTHWEST WITH A RADIUS OF 52.44 FEET; THENCE SOUTHWESTERLY 32.50 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 30 MIN. 26 SEC. (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 67° 52 MIN. 17 SEC. WEST 31.98 FEET) ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 44 MIN. 11 SEC. (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 40° 15 MIN. 25 SEC. WEST 116.71 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 52.44 FEET; THENCE SOUTHWESTERLY 49.11 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF 53° 39 MIN. 42 SEC. (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 21° 43 MIN. 10 SEC. WEST 47.34 FEET) TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 675 FEET; THENCE SOUTHWESTERLY 87.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF 07° 23 MIN. 21 SEC. (CHORD BEARING AND DISTANCE OF SAID CURVE BEING SOUTH 44° 51 MIN. 20 SEC. WEST 86.99 FEET); THENCE NORTH 51° 01 MIN. 21 SEC. WEST 267.18 FEET; THENCE SOUTH 36° 18 MIN. 53 SEC. WEST 265.76 FEET; THENCE

SOUTH 05° 21 MIN. 42 SEC. WEST 418.63 FEET; THENCE SOUTH 08° 33 MIN. 05 SEC. EAST 212.88 FEET; THENCE SOUTH 20° 54 MIN. 02 SEC. EAST 203.20 FEET; THENCE SOUTH 37° 59 MIN. 55 SEC. WEST 218.34 FEET; THENCE SOUTH 88° 50 MIN. 10 SEC. WEST 16.14 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS PROPOSED PONY EXPRESS PARK

LESS AND EXCEPTING OIL, GAS AND MINERAL RIGHTS

11. The Deed specifies that the conveyance of the Property is “subject to and conditioned upon the restriction and covenant, which shall run with the land, and be binding on the Grantee and all successors in title, that the subject property shall exclusively be used for the purposes of a public recreation park and ancillary municipal use, or similar uses by the Grantee or its successors.”

12. The Deed further provides that, should the Property ever “cease[] to be used” as a public recreation park, for ancillary municipal uses, or for similar uses, then Plaintiffs “shall have the option to have the title to the [P]roperty revert to” Plaintiffs.

13. In other words, Plaintiffs retained a future interest in the Property under the Deed, specifically, a possibility of reverter.

Plaintiffs and the City Clarify that the Term “Ancillary Municipal Uses,” as Used in the Deed, Includes Cemeteries

14. In March of 2014, a portion of the Property was set apart as a cemetery, comprising Parcel Nos. 49:766:0001 and 49:766:0002 (the “*Cemetery Parcel*”).

15. On or about December 22, 2014, Plaintiffs and the City executed a Consent to Use of Property, recorded in the Office of the Utah County Recorder as Entry No. 92203:2014 (the “*First Consent*”).

16. In the First Consent, Plaintiffs and the City reaffirmed that “[t]he Deed contains a provision that conditions and restricts the use of the Property ‘for the purpose of a public recreation park and ancillary municipal purposes, or similar uses[.]’”

17. Plaintiffs also acknowledged and consented to the City using the Property “for the purpose of a cemetery, and any uses associated with or incidental to the use of the Property as a cemetery[.]”

18. Plaintiffs and the City further clarified that the phrase “ancillary municipal use” as used in the Deed encompasses “a cemetery.”

19. The remaining portion of the Property is designated as Parcel Nos. 59:043:0047 and 59:043:0036 and has the following legal descriptions (the “*Rodeo Parcel*”):

59:043:0047

COM N 1116.3 FT & E 1311.31 FT FROM THE S 1/4 COR. SEC. 11, T6S, R2W, SLB&M; N 1 DEG 9' 50" W 1597.79 FT; N 86 DEG 14' 52" W 1316.04 FT; N 36 DEG 57' 38" E 2270.57 FT; S 1 DEG 11' 8" W 751.42 FT; N 88 DEG 5' 5" W 36.88 FT; S 1 DEG 10' 48" W 99.42 FT; ALONG A CURVE TO THE R (CHORD BEARS: S 29 DEG 53' 27" W 16.33 FT, RADIUS = 17 FT); ALONG A CURVE TO THE L (CHORD BEARS: S 1 DEG 4' 18" W 80.99 FT, RADIUS = 48 FT); ALONG A CURVE TO THE R (CHORD BEARS: S 28 DEG 37' 46" E 15.86 FT, RADIUS = 17 FT); ALONG A CURVE TO THE L (CHORD BEARS: S 3 DEG 9' 22" E 25.73 FT, RADIUS = 318 FT); S 5 DEG 28' 31" E 336.38 FT; ALONG A CURVE TO THE R (CHORD BEARS: S 2 DEG 52' 49" E 25.53 FT, RADIUS = 282 FT); S 0 DEG 17' 9" E 81.17 FT; ALONG A CURVE TO THE L (CHORD BEARS: N 82 DEG 5' 56" E 280.56 FT, RADIUS = 924 FT); N 72 DEG 49' 52" E 17.29 FT; ALONG A CURVE TO THE L (CHORD BEARS: S 29 DEG 21' 32" E 885.86 FT, RADIUS = 2746.39 FT); ALONG A CURVE TO THE R (CHORD BEARS: S 7 DEG 14' 11" W 27.22 FT, RADIUS = 19.99 FT); S 50 DEG 7' 4" W 116.01 FT; ALONG A CURVE TO THE R (CHORD BEARS: S 67 DEG 52' 16" W 31.98 FT, RADIUS = 52.32 FT); ALONG A CURVE TO THE L (CHORD BEARS: S 40 DEG 15' 25" W 116.71 FT, RADIUS = 82 FT); ALONG A CURVE TO THE R (CHORD BEARS: S 21 DEG 43' 10" W 47.34 FT, RADIUS = 52.38 FT); ALONG A CURVE TO THE L (CHORD BEARS: S 44 DEG 51' 20" W 86.99 FT, RADIUS = 676.75 FT); N 51 DEG 1' 21" W 267.18 FT; S 36 DEG 18' 53" W 265.76 FT; S 5 DEG 21' 42" W 418.63 FT; S 8 DEG 33' 5" E 212.88 FT; S 20 DEG 54' 2" E 203.2 FT; S 37 DEG 59' 55" W 218.34 FT; S 88 DEG 50' 12" W 16.14 FT TO THE POB. AREA 43.047 AC.

59:043:0036:

COM S 2529.15 FT & E 2605.13 FT FROM THE NW COR. SEC. 11, T6S, R2W, SLB&M; S 86 DEG 14' 52" E 1326.89 FT; S 1 DEG 11' 2" W 309.12 FT; N 86 DEG 0' 46" W 1287.72 FT; N 86 DEG 0' 46" W 251.05 FT; N 36 DEG 57' 38" E 361.54 FT TO THE POB. AREA 10.061 AC.

Plaintiffs and the City Clarify that the Term “Ancillary Municipal Uses,” as Used in the Deed, Includes Underground Water, Sewer, Electric, or Gas Lines

20. On or about May 30, 2018, Plaintiffs and the City executed another Acknowledgment and Consent to Use of Property, recorded in the Office of the Utah County Recorder as Entry No. 54539:2018 (the “***Second Consent***”).

21. The Second Consent identified all four parcel numbers that comprised the original conveyance, specifically parcel numbers 49:766:0001, 49:766:0002, 59:043:0036, and 59:043:0047.

22. In the Second Consent, Plaintiffs and the City again reaffirmed that “[t]he Deed contains a provision that conditions and restricts use of the Property ‘for the purpose of a public recreation park and ancillary municipal purposes, or similar uses[.]’”

23. Plaintiffs also acknowledged and consented to the City using “all or part of the Property for underground water, sewer, electric or gas lines and related appurtenances and facilities[.]”

24. Plaintiffs and the City further clarified that the “underground water, sewer, electric or gas lines and related appurtenances and facilities” “are ancillary municipal purpose[s] under the terms and conditions of the Deed.”

The Rodeo

25. By at least 2010, the City began using a portion of the Property as its rodeo grounds.

26. On information and belief, the City formed a committee to assist it with its City-sponsored event (the “*Rodeo Committee*”).

27. However, by 2014, the City determined it did not have the resources to continue hosting the municipal event.

28. On information and belief, the Rodeo Committee approached the City and asked if it could continue to hold the Rodeo via a non-profit organization.

29. On information and belief, Jared Gray was president of the Rodeo Committee at the time.

30. On information and belief, the Rodeo Committee submitted a proposal to the City wherein it requested a \$140,000 appropriation as a new “non-profit” organization to produce the 2014 rodeo event.

31. On information and belief, and in furtherance of the new “non-profit” status, Jared Gray formed one or more entities to take over the City’s rodeo (collectively the “*Non-Profit*”).

32. On information and belief, Mayor Pengra confirmed that the Non-Profit was a 501(c)(3) to assuage citizen concerns about giving a private entity permission to produce the City’s Rodeo.

33. To further persuade the City and the residents to let the Non-Profit continue the City’s rodeo tradition, Jared Gray represented that because the committee was now a non-profit, the City could “approach it for donations to community improvement projects” if the rodeo resulted in revenues.

34. On or about May 1, 2014, the City entered into the Eagle Mountain Rodeo Grounds Operation, Management and Lease Agreement (the “*Lease*”) with Pony Express Rodeo Committee.

35. Jared Gray, the current mayor of Eagle Mountain (the “*Mayor*”), signed the Lease on behalf of Pony Express Rodeo Committee as its President.

36. Under the Lease, Pony Express Rodeo Committee obtained broad discretion to use the Rodeo Parcel for virtually any lawful purpose, subject only to limited oversight by the City, for the nominal sum of \$1 in rental payments per year for an initial term of five (5) years.

37. Under the terms of the Lease, Pony Express Rodeo Committee is expressly prohibited from “hold[ing] out to the public that [it] is associated with Eagle Mountain City.”

38. The Lease further states that “[i]n all contracts, advertisements or other correspondence, [the Non-Profit] shall clearly state that the event is being conducted by [the Non-Profit] and that [the Non-Profit] is a separate and distinct legal entity from Eagle Mountain City.”

39. Pony Express Rodeo Committee was administratively dissolved by the state of Utah on or about January 29, 2016.

40. Notwithstanding the fact that Pony Express Rodeo Committee was no longer a valid entity, the City signed the Third Addendum, which extended the Lease for an additional 25-year term on or about January 31, 2019, with a staggering three (3) years’ written notice requirement to terminate it.

41. At that time, now-Mayor Jared Gray was serving on the City’s Planning Commission.

42. Although the Third Addendum was executed on January 31, 2019, there are no corresponding City Council meeting minutes approving the amendment.

43. Additionally, the Third Addendum does not involve the actual lessee, Pony Express Rodeo Committee, but is instead inexplicably entered into with a different entity, identified as “Pony Express Events, a Utah non-profit corporation.”

44. There are three entities that have been registered in the State of Utah as “Pony Express Events,” all of which involve Jared Gray, and all of which have been expired for several years.

45. As of January 29, 2026, the Mayor’s official biography on Eagle Mountain’s municipal website states that, at Pony Express, the Mayor “coordinates” events such as the “PRCA rodeo, demolition derby, and Enduro Cross” (the “*Commercial Events*”).

46. Upon information and belief, the Commercial Events require individuals to purchase tickets to attend, and the revenue from such Commercial Events predominantly, if not exclusively, flows to Pony Express Rodeo Committee, and not the City.

47. Given the nominal, \$1 yearly rental payments, the nature of the Commercial Events that Pony Express Rodeo Committee hosts at the Rodeo Parcel, and the City’s express prohibition on Pony Express Rodeo Committee holding itself out as associated with the City in the Lease, the clear purpose of the Lease is to provide a private company, controlled by the Mayor, with a lucrative commercial opportunity.

48. On information and belief, at no time has Pony Express Rodeo Committee contributed any of its revenues to the City.

49. The Commercial Events are plainly not public recreation parks, ancillary municipal uses, or similar uses contemplated by the Deed, especially given the terms of the Lease and the existence of the First and Second Consents.

50. Apart from the Commercial Events, the Rodeo Parcel sits unused and closed off to the public.

The City Ceased Using the Property Exclusively for Permissible Purposes

51. As demonstrated by the Deed and First and Second Consents, Plaintiffs conveyed the Property to the City for specific, municipal uses.

52. Whenever there is a doubt about whether the Deed permitted a specific use not expressly identified in the Deed, Plaintiffs' and the City's long-standing practice has been to execute consents whereby Plaintiffs affirmatively represents that such use is permitted under the Deed as an "ancillary municipal use."

53. Uses that the City sought express clarification from Plaintiffs about in the past have included using the Property for cemeteries and underground water, sewer, electric, or gas lines.

54. Plaintiffs understood that the events held at the rodeo grounds were City-sponsored or hosted by the City and therefore qualified as a municipal use.

55. However, Plaintiffs just discovered that Mayor Gray's entities have a Lease that controls the Rodeo Parcel and confers a private benefit to the entities.

56. Accordingly, Plaintiffs, by virtue of filing this declaratory action, are exercising their rights under the Deed to have title to the Property revert back to them given the City's failure to use the Rodeo Parcel for uses contemplated by the Deed.

57. Plaintiffs are therefore entitled to an order quieting title to the Rodeo Parcel in their favor and declaring them to be the record owners of the Rodeo Parcel.

FIRST CAUSE OF ACTION

(Reverter – Declaratory Judgment – Quiet Title – Utah Code § 78B-6-1301)

58. Plaintiffs reallege and incorporate by reference all prior allegations in the foregoing paragraphs as it set forth herein.

59. Pursuant to Utah Code § 78B-6-1301, “[a] person may bring an action against another person to determine rights, interests, or claims to or in person or real property.”

60. The Deed is a valid contract under Utah law whereby Plaintiffs conveyed a fee simple interest in the Property to the City subject to a condition subsequent, that being that the City use the Property for the purposes of a public recreation park, ancillary municipal uses, or other similar uses.

61. Plaintiffs expressly reserved a future interest in the Property in the Deed, that being the option to have title to the Property revert back to them should the Property cease to be used for the purposes specified in the Deed.

62. The First and Second Consents clarify that Plaintiffs and the City contemplated that the term “ancillary municipal uses,” as used in the Deed, covers uses such as cemeteries and underground water, sewer, electric, or gas lines, including related appurtenances and facilities.

63. The Lease grants a 25-year lease to an entity controlled by the Mayor, Pony Express Rodeo Committee, under which the entity is granted broad discretion to use the Property as it sees fit, including to host the Commercial Events.

64. The unambiguous terms of the Lease expressly forbid Pony Express Rodeo Committee from holding itself out to the public as associated with Eagle Mountain City and further require it to clearly state that it is a separate and distinct legal entity from Eagle Mountain City in all contracts, advertisements, and correspondence.

65. Despite the Lease stating that the purpose of the Lease is to “purchase additional bleachers that will be financed and paid for by t[he] Lease,” the Lease also provides that, in exchange for being able to use the Property, Pony Express Rodeo Committee is only required to pay a nominal, \$1 yearly rental payment.

66. On information and belief, the Non-Profit has failed to ever pay its yearly rent.

67. The Lease is not a contemplated, permitted use under the Deed because, among other things, the Lease: (1) grants exclusive rights to occupy the Rodeo Parcel to a non-municipal, private party; (2) allows Pony Express Rodeo Committee to host the Commercial Events at the Property, inconsistent with the types of uses described in the Deed and First and Second Consents; and (3) is unavailable for general public recreational park use.

68. Plaintiffs therefore exercise, through this action and notice thereof, their option for the right of reverter, and ownership the Rodeo Parcel is now vested in Plaintiffs.

69. Plaintiffs consented to the City's use of the Cemetery Parcel and is not exercising any right of reverter as to that portion of the Property.

70. Upon information and belief, the City will oppose Plaintiffs' exercise of their right of reverter as to the Rodeo Parcel.

71. As such, a ripe and justiciable controversy has arisen between Plaintiffs and the City regarding their respective rights and obligations involving their interests in the Rodeo Parcel under the Deed, and whether and to what extent those interests can continue based on the City's execution of the Lease.

72. There is no other adequate process or remedy by which these claims and controversies between Plaintiffs and the City may be resolved other than by and through the declaratory relief requested herein.

73. Accordingly, Plaintiffs are entitled to relief as set forth in paragraph 1 of the Prayer for Relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Eagle Mountain as follows:

1. On Plaintiffs' First Cause of Action, asserting a claim seeking declaratory judgment for quiet title under Utah Code § 78B-6-1301, that the Court enter an order declaring the following:
 - a. Plaintiffs enjoy a possibility of reverter under the Deed whereby they, at their option, are permitted to have title to the Property revert back to them should the Property ever cease to be used for the purposes of a public recreation park, ancillary municipal uses, or similar uses;
 - b. The Lease and Commercial Events are not uses contemplated by the Deed;
 - c. By filing this lawsuit, Plaintiffs have elected to exercise their option to have title to the Rodeo Parcel revert back to them;
 - d. Due to the City's failure to use the Rodeo Parcel solely for the purposes of a public recreation park, ancillary municipal uses, or similar uses, and Plaintiffs' election to exercise their option to have title to the Rodeo Parcel revert back to them, Plaintiffs own the Rodeo Parcel in fee simple; and
2. For such other and further relief as the Court deems just and equitable under the circumstances.

DATED this 3rd day of March, 2026.

BENNETT TUELLER JOHNSON & DEERE

/s/ Joshua L. Lee

Joshua L. Lee

Noah M. Shepardson

Attorneys for Plaintiffs