

MEMORANDUM

To: Utah Residence Lien Recovery Fund Advisory Board
From: Lien Recovery Fund Staff
Date: May 4, 2015
Subject: Information Packet for Upcoming Board Meeting

Enclosed please find the application reports and other documents for the upcoming Board meeting. That meeting is scheduled to begin at **8:15 am** on **Wednesday, May 13, 2015** in the **North Conference Room**, on the first floor of the Heber M. Wells Building - **160 East 300 South, Salt Lake City, Utah**. We anticipate the meeting will last until 9:30 a.m.

We appreciate your service on the Board - see you at the meeting.

Agenda

Utah Residence Lien Recovery Fund Advisory Board

May 13, 2015 8:15 am
North Conference Room, First Floor
Heber M. Wells Building
160 E. 300 S. Salt Lake City, Utah

This agenda is subject to change up to 24 hours prior to the meeting.

ADMINISTRATIVE BUSINESS

1. Review and approve minutes from previous board meeting
2. Travel reimbursement
3. Introduce Carolyn Dennis

HOMEOWNER AFFIDAVITS OF COMPLIANCE APPROVED PRIOR TO BOARD MEETING

- a) Matthew & Amber Kimber v Chad Spendlove dba Millennium Structural Contractors
- b) Eric Porter v CH Drywall Inc

HOMEOWNER CERTIFICATE OF COMPLIANCE APPLICATIONS APPROVED PRIOR TO BOARD MEETING

- a) Joseph & Donna Lloyd v Peachtree Construction Inc
- b) Sherry & Jordan Greenwell v Branca Homes LLC

HOMEOWNER APPLICATIONS FOR REVIEW

1. **Board Review Requested**
 - a) VANHAL001 Lawrence & Sherry Hall v Van Gilder Homes LLC - Dane
2. **Recommended for approval and Explanation Required**
 - a) CHR DAN001 Jason & Shantel Dance v Chris Jensen Landscaping Inc - Dane

CLAIMS FOR REVIEW

1. **Recommended for Approval and Explanation Required**
 - a) LRF-2015-0130-01 Sunroc Building Materials v Creative Living Construction LLC (Davis) - Dane

2. Recommended for Denial & Expanation Required

- a) LRF-2015-0126-01 Metro Ready Mix LLC v Preformance Construction Inc (Hague) - Caroyln

NEXT SCHEDULED MEETING: June 10, 2015

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting should notify, Dave Taylor, ADA Coordinator, at least three working days prior to the meeting. Division of Occupational & Professional Licensing, 160 East 300 South, Salt Lake City, Utah 84115, 801-530-6628 or toll-free in Utah only 866-275-3675

MINUTES
UTAH
RESIDENCE LIEN RECOVERY FUND
ADVISORY BOARD
MEETING

March 11, 2015
North Conference Room– 8:15 a.m.
Heber Wells Building
Salt Lake City, UT 84111

CONVENED: 8:18

ADJOURNED : 9:15

Board Members Present:

Bradley Stevens, Chair
Calvin Bowen, Vice Chair
Douglas Darrington
Fullmer Park
Jeff Patty
DeAnna Leahy

Board Members absent:

Dave McArthur

DOPL Staff Present:

Program Manager, Dane Ishihara
Fund Secretary, Tracy Naff
AG, Sterling Corbett
Division Director, Mark Steinagel

Guests:

Paul Meyer, counsel for Burton Lumber

TOPICS FOR DISCUSSION

DECISIONS AND RECOMMENDATIONS

**ADMINISTRATIVE
BUSINESS:**

Review and approve minutes
from the January 14, 2014
Board meeting.

Mr. Darrington made a motion to approve the January
14, 2015 Board minutes. Ms. Leahy seconded the
motion. Motion passed by unanimous vote.

Claims for Review

1. Discussion of Claims
 - a) On December 8, 2014 the Board recommended LRF-2014-0721-01, LRF-2014-0728-01, LRF-2014-0728-02, LRF-2014-0728-03, LRF-2014-0728-04, LRF-2014-0731-01, LRF-2014-0731-02, LRF-2014-0731-03, and LRF-2014-0812-03 be approved. Mr Steinagel expressed his concerns regarding approval of the claims. He recommended to the Board that the claims be denied. The Board made no motion against Mr. Steinagel's recommendation.
2. Recommended for Board Review
 - a) LRF-2014-0926-01 Plastic Specialities v Cafall Tile & Supply Co dba Calfall Interiors (Rich) - Mr. Ishihara gave a brief explanation of the application and recommended the application be approved. Mr. Darrington made a motion to approve the application. Mr. Bowen seconded the motion. Motion passed by unanimous vote.
 - b) LRF-2014-1219-01 Burton Lumber Hardware v Ikon Construction Inc (Schuhmacher) - Mr. Ishihara gave a brief explanation of the application. Mr. Meyer referenced statute regarding supplemental proceedings. Mr. Meyer stated that the supplemental proceeding was attempted to be served and was not successful. Mr. Corbett explained the legal equivalent to a supplemental proceeding including Order by Publication. Mr. Ishihara asked whether the Board felt there was reasonable effort. Mr. Darrington made a motion to approve the application. Ms. Fullmer seconded the motion. Motion passed by unanimous vote.
3. Recommended for Approval and No Explanation Required
 - a) LRF-2014-1229-01 LKL Associates Inc v Ashley Drywall Inc (Rideout) - Mr. Darrington made a motion to approve the application. Ms. Leahy seconded the motion. Motion passed by unanimous vote.

- b) LRF-2014-1229-02 LKL Associates Inc v Ashley Drywall Inc (Henry) - Mr. Darrington made a motion to approve the application. Ms. Leahy seconded the motion. Motion passed by unanimous vote.
- c) LRF-2014-1229-03 LKL Associates Inc v Ashley Drywall Inc (Turnbo) - Mr. Darrington made a motion to approve the application. Ms. Leahy seconded the motion. Motion passed by unanimous vote.
- d) LRF-2014-1229-04 LKL Associates Inc v Ashley Drywall Inc (Klundervik/Viking Family Trust) - Mr. Darrington made a motion to approve the application. Ms. Leahy seconded the motion. Motion passed by unanimous vote.
- e) LRF-2014-1229-05 LKL Associates Inc v Ashley Drywall Inc (Nieslen) - Mr. Darrington made a motion to approve the application. Ms. Leahy seconded the motion. Motion passed by unanimous vote.

Recommended for Denial and Explanation Required

- a) LRF-2013-0521-03 BMC West Corporation v SMA Enterprises Inc dba Elite Builder Group (Lewis) - Ms. Fullmer recused herself. Mr. Ishihara gave a brief explanation of the application. Ms. Leahy made a motion to deny the application. Mr. Darrington seconded the motion. Motion passed by unanimous vote.

Meeting adjourned 9:15

Note: These minutes are not intended to be a verbatim transcript but are intended to record the significant features of the business conducted in this meeting. Discussed items are not necessarily shown in the chronological order they occurred.

Date Approved (ss) Brad Stevens
Chairperson, Residence Lien Recovery Fund
Advisory Board

Date Approved (ss) Dane Ishihara
Program Coordinator, Division of Occupational &
Professional Licensing

Claim Disposition Report

May 5, 2015

Processing Status	Active Pending Action By	Disposition	Number of Claims	
Active	Board		2	0.1%
Active	Claimant		1	0.0%
Active	LRF		8	0.3%
Closed		Denied	564	19.7%
Closed		Dismissed	243	8.5%
Closed		Paid	2,039	71.2%
Prolonged			8	0.3%
Total Claims Filed			2,865	

Applications for Certificate of Compliance Disposition Report

May 5, 2015

Processing Status	Active Pending Action By	Disposition	Number of Apps	
Active	Board		2	0.1%
Active	Homeowner		8	0.4%
Active	LRF		56	3.0%
Closed		Approved	1178	62.1%
Closed		Denied	561	29.6%
Closed		Withdrawn	84	4.4%
Closed	LR	Withdrawn	1	0.1%
Prolonged			4	0.2%
Prolonged	Homeowner		2	0.1%
Total Applications Filed			1,896	

Summary of Payments

Sorted by Claimant Type

May 5, 2015

Claimant Type	Number of Paid Claims	Total Payments	
Contractor	878	5,170,145.49	40.1%
Laborer	10	17,070.17	0.1%
Other	1	3,001.75	0.0%
Supplier	1150	7,687,123.48	59.7%
Total Paymen	2039	\$12,877,340.88	100.0%

Summary of Payments

Sorted by Nonpaying Party Type

May 5, 2015

Nonpaying Party Type	Number of Paid Claims	Total Payments	
Home Builder	1225	7,896,333.21	61.3%
Other	25	179,357.47	1.4%
Real Estate Developer	72	462,183.51	3.6%
Specialty Contractor	717	4,339,466.69	33.7%
Total Payments	2039	\$12,877,340.88	100.0%

CERTIFICATE OF COMPLIANCE

-BOARD REVIEW REQUESTED-

Application Report

Property ID: VANHAL001

Application Examined by: NEW

Homeowner Application

April 1, 2015

Homeowner: Lawrence & Sherry Hall

Original Contractor: Van Gilder Homes LLC

License Number: 8562341

License Issue Date: 3/1/2013

Type: Licensed Contractor

License End Date: 11/30/2015

Abstract and Recommendation

Division's Recommendation: Board Review Requested

Utah Code Ann. § 38-11-204(b) requires that an applicant show that:

the owner has paid in full the original contractor . . . with whom the owner has a written contract in accordance with the written contract and any amendments to the contract

The original contract amount was \$383,000 (*exhibit A*). The homeowners submitted evidence establishing \$414,155 to the original contractor (*exhibit B*). The Division requests that the board determine if additional information will be needed to establish payment in full because of the assumed changes made to the original contract.

Exhibit A

**REAL ESTATE PURCHASE CONTRACT
FOR
RESIDENTIAL CONSTRUCTION**

This is a legally binding contract. Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

EARNEST MONEY RECEIPT

Buyer Larry and Sherry Hall offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$5,000 in the form of Wire Transfer which, upon Acceptance of this offer by all parties (as defined in Section 23) shall be deposited in accordance with state law.

Received by: [Signature] on 3/6/2013 (Date)

Brokerage: Van Gilder Homes Phone Number 435-703-8107

OFFER TO PURCHASE

1. PROPERTY:

1.1 Location. The Earnest Money Deposit is given to secure and apply on the purchase of a new Residence (the "Residence") described below to be constructed by Seller on a parcel of real property (the "Lot") located at: SG-SGVW-11 in the City of St. George County of Washington, State of Utah, more particularly described as Lot No. 11 in the Southgate Views Subdivision, or alternatively as follows: SG-SGVW-11. The Purchase Price for the Residence INCLUDES DOES NOT INCLUDE, the Lot.

1.2 Home Design. Seller shall construct the Residence and related improvements in accordance with the Plans & Specifications checked below and approved by Buyer as provided in Section 8. (check applicable box):

- Hall Residence House Plan
 FHAVA Approved Plan No. _____
 Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number _____ of the _____ Condominiums
 a Custom Home (specify) Plan as drawn by LCR Designs
 Other _____

1.3 Improvements. Seller represents that the Residence will be connected to the utility service lines and serviced by the additional improvements identified below. (check applicable boxes):

(a) Utility Services

- well public water private water natural gas electricity telephone
 public sewer septic tank other (specify) _____

(b) Additional Improvements

- dedicated paved road private paved road other road (specify) _____
 curb & gutter rolled curb sidewalk irrigation water/secondary system - # of shares _____
Name of water company _____
 other (specify) _____

1.4 Permit Fees. Seller agrees to pay for building permit fees, impact fees and all connection fees except the following: Utilities transfer fees

1.5 Survey. (Check applicable boxes): A survey WILL WILL NOT be prepared by a licensed surveyor. The Survey Work will be: Property corners staked Boundary Survey Boundary & Improvements survey Other (specify) _____. Responsibility for payment: Buyer Seller Buyer and Seller share equally. Buyer's obligation to purchase under this Contract IS IS NOT conditioned upon Buyer's approval of the Survey Work. If yes, the terms of the attached Survey Addendum apply.

2. PURCHASE PRICE. The Purchase Price for the Residence is \$388,000

2.1 Method of Payment. The Purchase Price will be paid as follows:

\$ 5,000 (a) Earnest Money Deposit. Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$ _____ (b) Permanent Loan. Buyer agrees to apply for a "Permanent Loan" as provided in Section 2.3 below. Buyer will apply for one or more of the following loans: [] FHA [] VA [] CONVENTIONAL [X] OTHER (specify) NA

Buyer agrees to accept the Permanent Loan at the interest rate offered by Buyer's lender as of the date of Settlement. Buyer acknowledges that the loan interest rate at Settlement may exceed the rate quoted by the lender as of Loan Application.

\$ 383,000 (c) Other (specify) See Addendum 1

\$ _____ (d) Balance of Purchase Price in Cash at Settlement

\$ 388,000 PURCHASE PRICE. Total of lines (a) through (d)

The Purchase Price may be increased if additional costs are incurred for extras as provided in Section 12. Buyer agrees to pay for the cost of all such extras as provided in Section 12.

2.2 Financing Condition. (check applicable boxes)

Handwritten: delete 35th man

(a) [X] a "Construction Loan" shall be obtained by [] Seller [X] Buyer in the amount of \$383,000. Upon funding of the Construction Loan, progress payments shall be made in accordance with the requirements of the construction lender.

(b) [] the Permanent Loan shall be obtained by Buyer. Buyer's obligation to purchase the Residence IS CONDITIONED upon Buyer qualifying for the Permanent Loan and, if applicable, the Construction Loan. Those loans are collectively referred to as the "Applicable Loans." This condition is referred to as the "Financing Condition."

(c) [] Buyer's obligation to purchase the Residence IS NOT CONDITIONED upon Buyer qualifying for the Applicable Loans. Section 2.3 does not apply.

2.3 Application for Loan.

(a) Loan Application. No later than the Application Deadline referenced in Section 24(a), Buyer shall apply for the Applicable Loans at: _____ Loan Application occurs only when Buyer has: (i) completed, signed, and delivered to the lender (the Lender) the initial loan application and documentation required by the Lender; and (ii) paid all loan application fees as required by the Lender. Buyer agrees to diligently work to obtain the Applicable Loans. Buyer will promptly provide the Lender with any additional documentation as required by the Lender.

(b) Pre-Qualification Letter. No later than the Pre-Qualification Deadline referenced in Section 24(b), Buyer agrees to provide to Seller a "Pre-Qualification Letter" from the Lender for the Applicable Loans. Buyer agrees to diligently work to obtain the Pre-Qualification Letter. The Pre-Qualification Letter shall state that: (i) the Buyer's credit report and income to debt ratios are satisfactory to the Lender; and (ii) subject only to verification of the information contained in the Loan Application, the Lender will grant the Applicable Loans.

(c) Right to Cancel. If the Lender fails to provide Buyer with a Pre-Qualification Letter, or if the Pre-Qualification Letter contains conditions other than those specified in Section 2.3(b), Buyer or Seller may cancel this Contract by providing written notice to the other party no later than three calendar days after the Pre-Qualification Deadline; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled as provided in this Section 2.3(c), Buyer and Seller shall be deemed to have waived any objections regarding the lack of, or any conditions contained in the Pre-Qualification Letter.

(d) Funding of Construction Loan. If Buyer is obtaining a Construction Loan and the proceeds of that loan are not available for disbursement by the Construction Loan Funding Deadline referenced in Section 24(c), Buyer or Seller may cancel this Contract by providing written notice to the other party no later than three calendar days after the Construction Loan Funding Deadline; whereupon the Earnest Money Deposit shall be released to Buyer.

2.4 Non-Refundable Deposit.

(a) Pre-Qualification. If this Contract is not canceled as provided in Sections 1.5, 2.3(c) or (d), or Section 8, then % of the Earnest Money Deposit shall be totally non-refundable to Buyer unless Seller fails to complete the Residence as provided under Sections 11 and 12.

(b) Subsequent Disqualification. If prior to Settlement, Buyer receives written notice from the Lender that the Lender does not approve the Permanent Loan (a "Loan Denial"), Buyer shall, no later than three calendar days thereafter, provide a copy to Seller. Buyer or Seller may, within three calendar days after Seller's receipt of such notice, cancel this Contract by providing written notice to the other party; whereupon the non-refundable portion of the Earnest Money Deposit shall be released to Seller and the refundable portion to Buyer.

Handwritten initials: AKA, SKA

3. SETTLEMENT AND CLOSING. Seller shall provide Buyer written notice of Substantial Completion of the Residence. Settlement shall take place on the Settlement Deadline referenced in Section 24(g), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other (or to the escrow/closing office), all documents required by this Contract, by the Lender, by written escrow instructions and by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office, as appropriate, in the form of collected or cleared funds; and (c) any moneys required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office, as appropriate, in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(g), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (a) the proceeds of any new loan have been delivered by the Lender to Seller (or to the escrow/closing office); and (b) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (a) and (b) of the preceding sentence shall be completed within four calendar days after Settlement.

3.1 Walk-Through Inspection/Completion Escrow. Not less than 7 DAYS _____ DAYS prior to Settlement, Buyer may conduct a "walk-through" inspection of the Residence. If, as of Settlement, minor work remains to be completed, corrected or replaced on the Residence, then Buyer, pending completion of such work, may withhold in escrow at Settlement, a reasonable amount agreed to by Seller and Buyer (or such other amount as is required by the Lender) sufficient to pay for completion of such work. If such work is not completed within 30 DAYS _____ DAYS after Settlement, the amount so escrowed may, at Buyer's option, be released to Buyer as liquidated and agreed damages for failure to complete. The failure of Buyer to conduct a walk-through inspection prior to Settlement shall not constitute a waiver by Buyer of the right to receive on the date of possession, the Residence as required under Section 12.

4. POSSESSION. Seller shall deliver physical possession to Buyer within; HOURS DAYS after Closing OTHER (specify) 24

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract:

Seller's Initials AA Buyer's Initials

The Listing Agent NA represents Seller Buyer both Buyer and Seller
As a Limited Agent
The Selling Agent NA represents Seller Buyer both Buyer and Seller
As a Limited Agent
The Listing Broker NA represents Seller Buyer both Buyer and Seller
As a Limited Agent
The Selling Broker NA represents Seller Buyer both Buyer and Seller
As a Limited Agent

6. TITLE INSURANCE. Unless Buyer owns the Lot on the date of Acceptance Seller agrees to pay at Settlement for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Buyer acknowledges that additional title insurance coverage against mechanic's liens may be available, at Buyer's expense, through an extended coverage or plain language title policy. Buyer is advised to consult with a title insurance company during Buyer's Evaluations & Inspections regarding the availability and cost of such coverage.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(d), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance (if the Buyer does not own the Lot);
- (c) a copy of the recorded CC&R's and Plat for the Development, if any;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental or other problems;
- (e) Plans & Specifications for the Residence, or reduction copies thereof (with each page initialed by Seller);
- (f) Name of contractor and contractor's license number;
- (g) Builder's Warranty (if different from Section 10.2); and
- (h) Other (specify) None, New Residence

8. BUYER'S RIGHT TO CANCEL BASED ON EVALUATIONS AND INSPECTIONS. Buyer's obligation to purchase under

this Contract (check applicable boxes):

- IS IS NOT conditioned upon Buyer's approval of the content of each of the Seller Disclosures referenced in Section 7;
- IS IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Lot: (specify)

If any of the above items are checked in the affirmative, then Sections 8.1, 8.2 and 8.3 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as the "Evaluations & Inspections." Unless otherwise provided in this Contract, the Evaluations & Inspections shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with the Evaluations & Inspections.

8.1 Evaluations & Inspections Deadline. No later than the Evaluations & Inspections Deadline referenced in Section 24(e), Buyer must: (a) provide Seller with written notice of Buyer's approval of the Evaluations & Inspections (including initialing each page of the Plans & Specifications provided by Seller under Section 7); or (b) provide Seller with written objections regarding the Evaluations & Inspections.

8.2 Obligation to Approve or Object. If, by the Evaluations & Inspections Deadline, Buyer fails to provide Seller with written notice of approval, or with written objections as required in Section 8.1, this Contract shall automatically be deemed canceled; whereupon the Earnest Money Deposit shall be released to Buyer upon receipt of written request from Buyer.

8.3 Response to Objections. If Buyer provides written objections to Seller, Buyer and Seller shall have 7 DAYS _____ DAYS after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Such writing must include Buyer's and Seller's initials on each page of the Plans & Specifications as submitted by Seller under Section 7, and as modified by Buyer and Seller under this Section 8.3. Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections as provided in this Section 8.3 this Contract shall automatically be deemed canceled; whereupon the Earnest Money Deposit shall be released to Buyer.

9. ADDITIONAL TERMS. There ARE ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. 1
 Survey Addendum Seller Financing Addendum FHA/VA Loan Addendum Other (specify) _____

Buyer Selection Sheet

10. SELLER WARRANTIES & REPRESENTATIONS.

10.1 Condition of Title. Unless the Buyer owns the Lot on the date of Acceptance, Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. The Residence will be delivered to Buyer at Closing, free and clear of mechanic's liens and claims for mechanic's liens. Buyer agrees however, to accept title to the Property subject to: easements; deed restrictions; CC&R's (meaning covenants, conditions and restrictions), and rights of way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer agrees to be responsible for taxes, assessments, homeowner's association dues, utilities, and other services provided to the Property after Closing. If Seller owns the Lot, Seller will pay off by Closing, all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller agrees to pay current at Settlement all assessments and homeowners association dues.

10.2 Condition of Property. Unless Seller is providing an alternate Builder's Warranty under Section 7(g) (in which case this Section 10.2 shall not apply) Seller does does not warrant the heating, cooling, electrical, plumbing and sprinkler systems (including all gas and electric appliances), fixtures, and structural elements of the Residence (including the roof, walls, and foundation) against defects in material and workmanship for a period of one year after the Settlement Deadline. Seller further warrants that as of the date Seller delivers possession of the Residence to Buyer, any private well or septic tank serving the Residence shall have applicable permits and shall be in working order and fit for its intended purpose.

11. SUBSTANTIAL COMPLETION. The Residence shall be considered "Substantially Complete" when occupancy of the Residence is allowable under the rules, ordinances and laws of the appropriate civil jurisdiction in which the Residence is located. In the absence of such governmental regulations, Substantial Completion shall be when the Residence is ready for occupancy and only minor work remains to be completed, corrected or replaced. Subject to the exceptions referenced in Section 12, the Substantial Completion Deadline shall be as referenced in Section 24(f). Seller shall provide Buyer written notice of Substantial Completion of the Residence.

11.1 CONSTRUCTION ACCESS. Buyer agrees that during the period of construction Seller shall have the unrestricted right to access the Lot for the purpose of construction of the Residence and any necessary subdivision improvements. Buyer shall have the right to reasonable inspection of the Residence. However, Seller reserves the right to limit Buyer's inspection of the Residence in order to not hinder, interfere, or delay the work. Buyer assumes all risks and liability associated with all

[Handwritten signature]

such inspections.

12. PLANS AND SPECIFICATIONS. The Plans & Specifications contain descriptions of the type of materials to be used in finishing the Residence, a dollar allowance for specific items (including landscaping, if applicable), and copies of the floor plans and elevations for the Residence. Buyer's selection of color, grade and type of finishing materials (including appliances, floor coverings, fixtures, cabinets, etc.) may differ from the Plans & Specifications, and may change the Substantial Completion Deadline and the Purchase Price. No change shall be made to the Plans & Specifications except by a written Change Order signed in advance by Buyer and Seller which sets forth: (a) the change to be made; (b) any adjustment in the Purchase Price; and (c) any change in the Substantial Completion Deadline. All changes shall be paid for at the time of signing the Change Order or as mutually agreed in writing by the parties. Seller agrees to construct the Residence in substantial compliance with the Plans & Specifications. Buyer acknowledges that the Residence, upon Substantial Completion, may vary from exact dimensions shown on the Plans & Specifications. To the extent that a choice of color, grade, or type of material is required, Buyer shall notify Seller in writing of such selections no later than **10 DAYS** **_____ DAYS** after receipt of Seller's written request for such selections. If Buyer has not notified Seller in writing of such selections as set forth above, Seller shall have the right to make said selections, at Seller's sole discretion, reasonably exercised, to avoid delay in Substantial Completion of the Residence.

12.1. CONSTRUCTION COMPLIANCE. Construction of the Residence shall be in accordance with the standards and requirements of all applicable Federal, State, and Local governmental laws, ordinances and regulations, and in compliance with restrictive covenants applicable to the Lot. If any regulatory requirements for construction of the Residence change during the course of construction and result in an increase in the costs of labor and/or materials, the Seller reserves the right to adjust the Purchase Price for the Residence to correspond with such regulatory changes. In such event, the Seller shall provide the Buyer with a specific description of the regulatory change(s) and an itemization of the costs incurred to comply with the change(s).

12.2. UNAVOIDABLE DELAY. In the event the Residence is not Substantially Complete by the date provided in Section 24(f) of this Contract due to interruption of transport, availability of materials, strikes, fire, flood, weather, governmental regulations, acts of God, or similar occurrences beyond the control of the Seller, the Substantial Completion Deadline shall be extended, by written agreement, for a reasonable period based on the nature of the delay. Seller agrees to provide Buyer written notice of the nature of the delay no later than **15 DAYS** **_____ DAYS** after commencement of the delay.

12.3 INSURANCE. During the period of construction and until Closing, the Seller shall maintain in full force and effect, at the Seller's expense, an all-risk insurance policy for the full replacement value of all completed portions of improvements included in the Residence; and all construction materials located on-site; complete coverage workmen's compensation insurance to insure against all claims of persons employed to complete the Residence; and, unless otherwise provided herein, public liability insurance in an amount not less than **\$500,000** **_____ \$**.

12.4 PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law, Buyer may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this Contract, if and only if the conditions required by law are satisfied, including the following: (a) Buyer must enter into a written contract with either an "original contractor" who is properly licensed or exempt from licensure, or with a "real estate developer," and (b) Buyer must pay Seller in full in accordance with this Contract and any written amendments to this Contract. Buyer must be the owner of an owner-occupied residence that is a detached single-family unit or duplex.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract **SHALL** **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party

RAA
JKH

agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand. It is understood that denial of a loan application made by the Buyer is not a default and is governed by Section 2.4(b).

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 12, 12.1, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Residence, including physical damage or destruction to the Property or its improvements due to any cause, except loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, receipt of the Seller Disclosures, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

- (a) Application Deadline NA (Date)
- (b) Pre-Qualification Deadline NA (Date)
- (c) Construction Loan Funding Deadline Upon Permit NA JH (Date)
- (d) Seller Disclosure Deadline NA (Date)
- (e) Evaluations & Inspections Deadline 90 days after permit (Date)
- (f) Substantial Completion Deadline 90 days after permit (Date)
- (g) Settlement Deadline 5 days after the Buyer's receipt of written Notice of Substantial Completion

RH
RKA

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 AM PM Mountain Time on 05/28/2013 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

X Larry Hall 5/25/13 X Sherry K Hall 5/25/13
 (Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

Larry and Sherry Hall 16946 Avenida de Santa Ynez Pacific Palisades, CA 902
 (Buyers' Names) (PLEASE PRINT) (Notice Address) (Phone)
310-454-4765

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

- ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. _____.

[Signature] 5/24/2013 _____
 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Van Gilder Homes, LLC 21 N. Main Street 435-703-8107
 (Sellers' Names) (PLEASE PRINT) (Notice Address) (Phone)

REJECTION: Seller Rejects the foregoing offer.

 (Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

DOCUMENT RECEIPT

State law requires Broker to furnish Buyer and Seller with copies of this Contract bearing all signatures. (Fill in applicable section below.)

A. I acknowledge receipt of a final copy of the foregoing Contract bearing all signatures:

Lawrence D. Hall 5/24/13 [Signature] 5/24/13
 (Buyer's Signature) (Date) (Buyer's Signature) (Date)

 (Seller's Signature) (Date) (Buyer's Signature) (Date)

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be faxed mailed hand delivered on 5/28/13 (Date) postage prepaid, to the Seller Buyer. Sent/Delivered by (specify) EMAIL

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 17, 1998. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

SKB

Exhibit B

Amount: \$84,576.00 Sequence Number: 792848637
 Account: 938833046 Capture Date: 11/26/2013
 Bank Number: 12100035 Check Number: 9384

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. VOID FEATURES: INULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: SIR MONTE DRIVE **\$84,576.00**

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

LAWRENCE D HALL
SHERRY K HALL
 16946 AVENIDA DE SANTA YNEZ
 PACIFIC PLSDS, CA 90272-2165

Please Direct Any Questions
 To (855) 739-0856
ONLINE BANKING - BILL PAYMENT

35/1210 **0000009384**

BANK OF AMERICA, N.A. **November 22, 2013**

MEMO. 3rd draw 664 W. Sir Monte Dr.

Pay **EIGHTY FOUR THOUSAND FIVE HUNDRED SEVENTY SIX AND 00/100** ----- **DOLLARS**

\$ **84,576.00**

To **VAN GILDER HOMES**
 The **21 N MAIN ST**
 Order **ST GEORGE, UT 84770 3447**
 Or 

Void After 180 DAYS.
Signature On File
 This check has been authorized
 by your depositor

⑈009384⑈ ⑆121000358⑆ 000938833046⑈ 189

69582067

PAY TO THE ORDER OF
 ZIONS FIRST NATIONAL BANK
 ST. GEORGE, UT 84770-2864
 12400064

FOR DEPOSIT ONLY
 DO NOT WRITE BELOW THIS LINE
 VAN GILDER HOMES LTD
 RES. TEL. 801-477-2338

Section 3 - Check on this document enclose a MicroPrint
 label. Also a set of these features for product authentication.
 # FEDERAL RESERVE BOARD OF GOVERNORS REG CC

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
11/25/2013	131125008177238	124000054	Rtn Loc/BOFD	Y		ZIONS FIRST NATIONAL
11/26/2013	000000792848637	111310346	Col Bank	N		BANK OF AMERICA, NA

Amount: \$99,000.00 Sequence Number: 6992664838
 Account: 938833046 Capture Date: 07/15/2013
 Bank Number: 12100035 Check Number: 9308

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. VOID! FEATURE SIMULATED WATERMARK (REVERSE & DE). MICRO-PRINT BORDER
 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: SIR MONTE DRIVE **\$99,000.00**

LAWRENCE D HALL
 SHERRY K HALL
 16940 AVENIDA DE SANTA YNEZ
 PACIFIC PLSDS, CA 90272-2185

Please Direct Any Questions
 To: (866) 738-0868
 ONLINE BANKING - BILL PAYMENT

35/1210
 0000009308

July 11, 2013

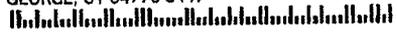
BANK OF AMERICA, N.A.

Pay **NINETY NINE THOUSAND AND 00/100** **DOLLARS**

\$ **99,000.00**

To
 The Order Of
 VAN GILDER HOMES
 21 N MAIN ST
 ST GEORGE, UT 84770-3447

Void After 180 DAYS.
 Signature On File
 This check has been authorized
 by your depositor



⑈009308⑈ ⑆121000358⑆ 000938833046⑈ 189

650054666

Security features on this document include a Micro-Print border, a color image, and a security watermark. For more information, visit www.frb.org.

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

502285 07/15/2013

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE



Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
07/15/2013	006992664838	121103886	Pay Bank	N		BANK OF AMERICA, NA
07/16/2013	4628324205	61000146	Undetermined	N		FEDERAL RES BANK OF
07/15/2013	00000000750229	124301779	Rtn Loc/BOFD	Y		STATE BANK OF SOUTHE

Amount: \$70,260.00 Sequence Number: 6992664837
 Account: 938833046 Capture Date: 07/15/2013
 Bank Number: 12100035 Check Number: 9309

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER
 PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: SIR MONTE DRIVE **\$70,260.00**

Please Direct Any Questions To: (855) 739-0668 35/1210
 ONLINE BANKING - BILL PAYMENT **0000009309**

LAWRENCE D HALL
 SHERRY K HALL
 16946 AVENIDA DE SANTA YNEZ
 PACIFIC PLSDS, CA 90272-2165

BANK OF AMERICA, N.A. **July 11, 2013**

Pay **SEVENTY THOUSAND TWO HUNDRED SIXTY AND 00/100** DOLLARS

\$ **70,260.00**

To The Order Of: VAN GILDER HOMES
 21 N MAIN ST
 ST GEORGE, UT 84770-3447

Void After 180 DAYS.
 Signature On File
 This check has been authorized by your depositor.

⑈009309⑈ ⑆21000358⑆ 000938833046⑈ 189

65005466

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE

02280 07/15/2013

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

Security features on this document include a Micro-Print Border, Anti-Coll Watermark, Imitation Resistance of these features, and a Federal Reserve Signature.

Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
07/15/2013	006992664837	121103886	Pay Bank	N		BANK OF AMERICA, NA
07/15/2013	00000000750228	124301779	Rtn Loc/BOFD	Y		STATE BANK OF SOUTHE
07/16/2013	4628324200	61000146	Undetermined	N		FEDERAL RES BANK OF

Amount: \$51,819.00 Sequence Number: 6492664688
 Account: 938833046 Capture Date: 06/04/2013
 Bank Number: 12100035 Check Number: 9287

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER *VOID FEATURE *IMULATED WATERMARK (REVERSE SIDE) MICRO PRINT BORDER

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: SIR MONTE DRIVE **\$51,819.00**

LAWRENCE D HALL
 SHERRY K HALL
 16846 AVENIDA DE SANTA YNEZ
 PACIFIC PLSDS, CA 90272-2185

Please Direct Any Questions To: (800) 275-5302
 ONLINE BANKING - BILL PAYMENT

35/1210
000009287

May 31, 2013

BANK OF AMERICA, N.A.

MEMO: Southgate Views Lot 11

Pay **FIFTY ONE THOUSAND EIGHT HUNDRED NINETEEN AND 00/100** DOLLARS

\$ ***51,819.00**

To VAN GILDER HOMES
 The 21 N MAIN ST
 Order ST GEORGE, UT 84770-3447
 Of 

Void After 180 DAYS
 Signature On File
 This check has been authorized by your depositor

PRINTED IN U.S.A. *VOID FEATURE *IMULATED WATERMARK (REVERSE SIDE) MICRO PRINT BORDER

⑈009287⑈ ⑆121000358⑆ 000938833046⑈ 189

629488824

Security features on this document include a Micro-Print
 Absence of color bleed-through
 Color change when tilted
 Color change when heated
 Color change when rubbed
 Color change when scratched
 Color change when soaked
 Color change when wet
 Color change when dry
 Color change when cold
 Color change when hot
 Color change when frozen
 Color change when thawed
 Color change when exposed to light
 Color change when exposed to heat
 Color change when exposed to cold
 Color change when exposed to moisture
 Color change when exposed to dryness
 Color change when exposed to air
 Color change when exposed to oxygen
 Color change when exposed to carbon dioxide
 Color change when exposed to nitrogen
 Color change when exposed to hydrogen
 Color change when exposed to helium
 Color change when exposed to neon
 Color change when exposed to argon
 Color change when exposed to krypton
 Color change when exposed to xenon
 Color change when exposed to radon

* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

7502120 06/04/2013

DO NOT WRITE STAMP OR SIGN BELOW THIS LINE
 RESERVED FOR FINANCIAL INSTITUTION USE



Electronic Endorsements:

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
06/04/2013	00000000750212	124301779	Rtn Loc/BOFD	Y		STATE BANK OF SOUTHE
06/05/2013	3917860481	61000146	Undetermined	N		FEDERAL RES BANK OF
06/04/2013	006492664688	121103886	Pay Bank	N		BANK OF AMERICA, NA

Amount: \$103,500.00
Account: 457002931717
Bank Number:

Sequence Number: 792751613
Capture Date: 12/11/2013
Check Number: 0



Cashier's Check

No. 0129900465

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a seven business day waiting period will be required prior to replacement. This check should be deposited within 90 days.

BEVERLY HILLS MAIN

0013 0000245 0013

VOID After 90 Days

91-110/1221
NAZ

Date 12/09/13 09:42:14 AM

Pay BANK OF AMERICA ONE ZERO THREE FIVE ZERO ZERO CTS

***\$103,500.00

To The VAN GILDER HOMES
Order Of

RE: 664 W. SIR MONTE

Remitter (Purchased By): LAWRENCE D HALL

Bank of America, N.A
PHOENIX, AZ

AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

⑈0129900465⑈ ⑆122101706⑆ 457002931717⑈

Electronic Endorsements
Date Sequence
12/10/2013 131210011829461
12/11/2013 000000792751613
No Payee Endorsements Found

Bank #	Endrs Type	TRN	RRC	Bank Name
124000054	Rtn Loc/BOFD	Y		ZIONS FIRST NATIONAL
111310346	Co1 Bank	N		BANK OF AMERICA, NA

Amount: \$103,500.00
 Account: 457002931717
 Bank Number: 0

Sequence Number: 792751613
 Capture Date: 12/11/2013
 Check Number: 0

004157060

www.bankofamerica.com

www.bankofamerica.com

www.bankofamerica.com

www.bankofamerica.com

www.bankofamerica.com

www.bankofamerica.com

PAY TO THE ORDER OF
 ZIONS FIRST NATIONAL BANK
 ST GEORGE, UT 84770-2864
 12400064
 FOR DEPOSIT ONLY
 VAN GILDER HOMES LLC
 0941772985
 DO NOT WRITE IN OR STAMP OVER THIS LINE
 DEPOSITARY BANKER'S USE ONLY

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
12/10/2013	131210011829461	124000054	Rtn Loc/BOFD	Y		ZIONS FIRST NATIONAL
12/11/2013	000000792751613	111310346	Co1 Bank	N		BANK OF AMERICA, NA

No Payee Endorsements Found

CERTIFICATE OF COMPLIANCE

RECOMMENDED FOR APPROVAL

- EXPLANATION REQUIRED-

Application Report

Property ID: CHR DAN001

Application Examined by: Dane

Homeowner Application

March 31, 2015

Homeowner: Jason & Shantel Dance

Homeowner's Attorney: CHR DAN001

Original Contractor: Chris Jensen Landscaping Inc

License Number: 7898005

License Issue Date: 2/9/2011

Type: Licensed Contractor

License End Date: 11/30/2015

Abstract and Recommendation

Division's Recommendation: Approve

The Division has reviewed the evidence submitted by the homeowner. It is the Division's opinion that the homeowner satisfies the statutory requirements. However, the issue of written contract is not easily resolved.

As evidence of a written contract, the homeowner submitted a copy of a Proposal (*Exhibit A*). The Proposal contains an offer to perform services, identifies the residence, the parties to the agreement, the services to be performed, and amount to be paid. However, documentation that "an acceptance of the offer or agreement conveyed prior to the commencement of any qualified services" is missing from the Proposal. Therefore, we must rely on documentation other than the bid as evidence of the homeowner's acceptance prior to commencement of work.

Division's Analysis

- A. Proposal (*Exhibit A*)
- B. Check (*Exhibit B*)
- C. Application (*Exhibit C*)
- D. Lien (*Exhibit D*)

It is the Division's opinion the check (*Exhibit B*) documents the acceptance of the agreement prior to the commencement of any qualified services. The Division's opinion is based on the following:

- A. The application states that the check dated was the first payment that began the contract.
- B. The Notice of Lien states that material was first provided on August 13, 2014.

Based on these facts, it is the Division opinion the homeowner satisfies the requirement of written contract and recommends the application be approved as stated in the report.

Exhibit A



CHRIS JENSEN LANDSCAPING

801-718-5001 www.CJLUTAH.com

LANDSCAPE-Hardscapes-Snow removal-Water features-

PROPOSAL with labor

Dance Residence-Revised with the notes

Bid includes: **Landscaping and Irrigation;**

-Sprinklers/Irrigation and drains-\$5220

- * Irrigation system with drains, grass with rain bird pressure regulated heads-5 valves 1" main x \$650=\$3250
- * Secondary water filter for secondary in a box-\$250[?]
- * Irrigation system for the Flower beds to every plant and tree on drips-1 valves=\$1000
- * Down spouts to Drains off of the house and garage ran to the grass 15' away-(about 12) x \$4'=\$720
- * ~~Hose spigots-2-Included~~ we only got 1

-Soil, Grading Rocks and sod-\$5030

- * Topsoil screened with it mix rough grade and spread-3 loads x \$300=\$900
- * Sand to mix in for drainage-2loads x \$300=\$600
- * Final grade and hand float rake for a smooth finish-6500 sq. ft. x \$.12=\$780
- * Sod-about 3000sqft x \$.55=\$1650
- * Ivory homes deliver and we install-2000 x .25=\$500
- * Excavate and Grade the yard for the paver walls and move the existing soil to the flowerbeds and or grass-\$600

-Other-\$3512.50

- * Mulch in the flower beds on top of the drip, Brown bark-2" thick 20 yards x \$65=\$1300
- * Synthetic Edging for the flowerbeds and grass separation-About 350' x \$2.75=\$962.50
- * Weed fabric for the flowerbeds to cut down on weeding-1500sqft x \$.50=\$750
- * Drain for the north west-4' x 4' x 4' with gravel-\$400
- * Gravel for the shed-\$100

-Back, Paver fire pit in pavers and patio around the fire pit-\$4480

- * Paver fire pit with caps with a separate manual turn on valve-4' wide x 4' x wide inside and 20" tall, square—Fire pit paver wall-\$16' x 2' x 30'=\$960
- * Fire pit guts with pipe-\$1600
- * Paver Patio 192qft x \$10=\$1920

Paver sitting walls in the back-\$9000

- * Around the fire pit-60' long x 2' tall x \$30'=\$3600
- * Back wall by the house-90' x 2' x \$5400

Front wall-\$2025

Cinder block wall with rock-18' x 2.5' x \$45=\$2025

Concrete walkway in gray offset and RV parking-\$12185

- * Front walkway with road base and compaction-320sqft x \$6=\$1920
- * RV cement pad with road base and compaction 881 sqft x \$5=\$4405
- * Sidewalk from the back patio to the RV with 2 steps-45' x 4' wide x \$6=\$1080
- * Back patio-30' x 30' x \$5-\$4500
- * BBQ pad 4' x 4' and little sidewalk to the existing pad 10' x 4'-\$56 x \$5=\$280

~~**-Plants-\$2545**~~

- * Shrubs, deciduous-40-5 gallon x \$30-\$1200
- * Shrubs, deciduous-25, 2 gallons x \$25-\$625
- * Perennials and grasses-50-1 gallon-\$12-\$600
- Root starter-\$4 x 30 packets of PHC-\$120

~~**-Trees; Total-31=\$7190**~~

~~Front-~~

- * 1, 2" clump choke cherry or prairie fire behind the ever green-\$300
- * 1, 8' hoopsii spruce evergreen, blue by utilities x \$40'=\$320
- * 3, 2" tulip tree in front to block house-\$900
- * 2, 1.5" Swedish aspen by RV-\$300
- * 1, 7-8' green evergreen by RV x \$40'=\$320
- * 1, 2" weeing purple beech in the front by the front door-\$350
- * 3, 1.5" spring snow-\$450

~~Side yard on the west-~~

- * 2, 2" autumn blaze or Armstrong maple in the grass-\$600

paid Thrive
personally for
the plants &
trees we
selected.
\$5,478.07

Back yard northwest-

- * 1, 10' Karl's fuch cedar x \$40'=\$400
- * 1, 1.5" summit ash-\$150
- * 1, 1.5" crimson sentry maple-\$150

By the fire pit area-

- * 1, 10' spruce that can withhold the city's water x \$45=\$450
- * 3, 8' evergreens x \$40'=\$960
- * 1, 1.5" clump maple-\$250
- * 3, 1.5" columnar trees x \$150=\$450
- * 6, 10 gallon to block the fence x \$75-\$450

Pickup and Delivery-\$150

Tree root starter-\$4 x 60 packets of PHC-\$240

Lighting-

- * Lighting low voltage-8-10 watt path, 8-35 watt up lights x \$140=\$2240

Proposed estimate for items above, ~~\$53,427.50~~ 43,692.50

Deposit amount-

- * #1 \$14,850.16 Deposit on July 30, 2014
- #2 \$22,000-I need this because all the block is there and we will be done with it on Wednesday with it including the soil, grading, edging and half the concrete.
- ~~#3 \$8288.67 before the trees get installed~~
- #4 \$ The remaining with and changes

Contractor's license # 7898005-5501

Date given June 20, 2014

Changes made to the bid-September 7, 2014

Address; Bellevue

Signature _____

Date _____

Signature _____

Date _____



CHRIS JENSEN LANDSCAPING

801-718-5001 www.CJLUTAH.com

LANDSCAPE-Hardscapes-Snow removal-Water features-

PROPOSAL with labor

Dance Residence

Bid includes: **Landscaping and Irrigation;**

-Sprinklers/Irrigation and drains-\$5220

- * Irrigation system with drains, grass with rain bird pressure regulated heads-5 valves 1" main x \$650=\$3250
- * Secondary water filter for secondary in a box-\$250
- * Irrigation system for the Flower beds to every plant and tree on drips-1 valves=\$1000
- * Down spouts to Drains off of the house and garage ran to the grass 15' away-(about 12) x \$4'=\$720

-Soil, Grading Rocks and sod-\$9180

- * Topsoil screened with it mix rough grade and spread-3 loads x \$300=\$900
- * Sand to mix in for drainage-2loads x \$300=\$600
- * Final grade and hand float rake for a smooth finish-6500 sq. ft. x \$.12=\$780
- * Sod-about 5000sqft x \$.55=\$2750
- * Excavate and Grade the yard for the rock walls and move the existing soil to the flowerbeds and or grass-\$400
- * Rock wall and sitting rocks on the north of the house-2 loads=\$3000
- * Rock slab steps-6 x \$125=\$750

-Other-\$5252.50

- * Mulch in the flower beds on top of the drip, Brown bark-2" thick 20 yards x \$65=\$1300
- * Edging for the flowerbeds and grass separation-About 350' x \$2.75=\$962.50
- * Weed fabric for the flowerbeds to cut down on weeding-1500sqft x \$.50=\$750

-Back, Paver fire pit in pavers and patio around the fire pit-\$9800

- * Paver fire pit with caps with a separate manual turn on valve-44" wide x 18" wide inside and 20" tall square=\$2800
- * Paver Patio in Arbel Toscana 700qft x \$10=\$7000

Concrete walkway in gray offset and RV parking-\$3700

- * Front walkway with road base and compaction-40' x 5' wide x \$6=\$1200
- * RV cement pad with road base and compaction about 500sqft x \$5=\$2500

-Plants-\$2545

- * Shrubs, deciduous-40-5 gallon x \$30-\$1200
 - * Shrubs, deciduous-25, 2 gallons x \$25-\$625
 - * Perennials and grasses-50-1 gallon-\$12-\$600
- Root starter-\$4 x 30 packets of PHC-\$120

-Trees; Total-14=\$3310

- * 1, 10' Karl's fuch cedar x \$40'=\$400
- * 2, 8' evergreens x \$35'=\$560
- * 1, 6' evergreen x \$30'=\$180
- * 1, 2" clump autumn blaze maple-\$300
- * 1, 2" tulip tree-\$300
- * 1, 2" Big Japanese maple blood good-\$300
- * 3, 1.5" Canada red choke cherry-\$450
- * 2, 1.5" Swedish=\$300
- * 2, 1.5" summit ash=\$300

Pickup and Delivery-\$100

Tree root starter-\$4 x 30 packets of PHC-\$120

Proposed estimate for items above; \$39, 007.50

Deposit amount-50%

Contractor's license # 7898005-5501

Date given June 20, 2014

Exhibit B

X

Check View

Check View

4581

97-776/534

JASON R. OR SHANTEL DANCE 06-87

410 PENCANTO ST. 785 E. Medina Dr.
MESA AZ 85205 Draper, UT 84020

DATE 7-30-14

PAY TO THE ORDER OF *Chris Jensen Landscaping* \$ 14,850.16

Fourteen thousand eight hundred fifty and 16/100 DOLLARS

Alpine
1506 NORTH STATE
CREDIT UNION BANK
P.O. BOX 500-0008

Chris Jensen

MEMO *12/28/14*

⑆ 32437765⑆ 00138893⑆ 4581

ENDORSE HERE

CHRIS JENSEN LANDSCAPING, INC.
11101722
FOR DEPOSIT ONLY
Bank of American Fork
124301025

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

00461340002400

461340002400 07-31-2014

Bank of American Fork
American Fork UT

OK

Print

Exhibit C

Written Contract:

Did you enter into a written contract? Check one

Yes. Attach a copy of the contract to this application

First payment on July 30, 2014 began contract.

No. Explain: _____

Required documentation of licensure or exemption from licensure:

Check which section best describes your situation & attach the supporting documentation:

Contracted with a licensed contractor: # 7898005-5501 License

① Attach evidence your contractor was licensed

Contracted with an exempt contractor:

① Attach evidence your contractor was exempt from licensure

Contracted with a real estate developer:

① Attach evidence the developer had ownership interest in the property

② Attach evidence the developer offered the residence for sale to the public

③ Attach a copy of the contract between the developer and a licensed contractor

Contracted with a contractor real estate developer:

① Attach evidence the contractor developer had ownership interest in the property

② Attach evidence the contractor developer offered the residence for sale to the public

③ Attach evidence the contractor developer was a licensed contractor

Payment in Full:

Did you pay your original contractor in full according to the terms of the written contract and any modifications to that contract?

Yes. Attach documents demonstrating payment

Final payment on Dec. 12, 2014

No. Explain: _____

Exhibit D

11982537
1/27/2015 10:40:00 AM \$10.00
Book - 10291 Pg - 3477
Gary W. Ott
Recorder, Salt Lake County, UT
LIEN COUNSEL
BY: eCASH, DEPUTY - EF 1 P.

Notice of Mechanics Lien

Claimant: MOUNTAIN STATES SUPPLY, LLC, 184 WEST 3300 SOUTH, Salt Lake City, Utah, 84115 (801) 224-6050
Reputed Owner: DANCE, JASON R
Record Owner: DANCE, JASON R & SHANTEL D; JT
Non-paying Party: CHRIS JENSEN LANDSCAPING, INC.
Amount owed: \$10,579.80, together with interest, costs, and reasonable attorney fees.

First labor/materials were furnished: August 13, 2014

Last labor/materials were furnished: October 22, 2014

Property subject to this lien:

LOT 744, BELLEVUE PH 7B. 10238-132. SALT LAKE COUNTY, STATE OF UTAH.

28323030110000

PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed; and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000.

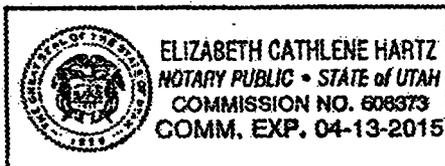
DATED this 27th day of January, 2015.

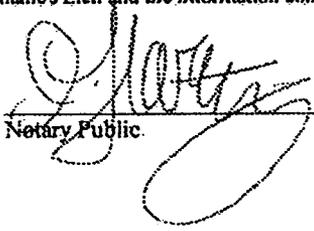
CLAIMANT, MOUNTAIN STATES SUPPLY, LLC


Acting through its duly authorized limited recording agent, LienCounsel, Inc.

ACKNOWLEDGMENT

On the 27th day of January, 2015, Zena E. Manley personally appeared before me and stated and swore under oath that LienCounsel, Inc. is the authorized agent to sign for Claimant, that this Notice of Mechanic's Lien was signed on claimant's behalf, that LienCounsel, Inc. is authorized by Claimant to sign on its behalf, that this claim of Mechanic's Lien and the information contained herein is true and correct and represents a valid claim to the best of her knowledge.




Notary Public.

APPLICATION FOR PAYMENT

RECOMMENDED FOR DENIAL

- EXPLANATION REQUIRED-

Claim Report

Informal Claim

Claim Number LRF-2015-0130-01

March 30, 2015

Claim Examined by: Dane

Claimant: Sunroc Building Materials Inc

LRF Registration #:

Registration Date:

Expiration Date:

Contractor License #: 7542440

Issue Date: 1/19/2010

Expiration Date: 11/30/2015

Claimant Classification: Supplier

Claimant's Attorney: Terry Wade

Nonpaying Party: Creative Living Construction LLC

Contractor License # 5144762

NPP Classification: Specialty Contractor

Original Contractor: Creative Living Construction LLC

Type: Licensed Contractor

Contractor License #: 5144762

License Issuance Date: 07/16/2002

License End Date: 03/27/2014

Homeowner(s)

Abstract and Recommendation

Division's recommended disposition: Approve Partial Payment

Detailed Analysis and Findings of Facts

Date Claimant Recorded Lien

2/18/2014

Evidence in support of date: Lien

Date Claimant file civil action or NPP filed bankruptcy: 7/18/2014

Evidence in support of date: Complaint

Number of days difference: 149

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy 9/26/2014

Evidence in support of date: Judgment

Is Claimant a qualified beneficiary? Yes

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes

Evidence of a written contract Certificate of Compliance

Was Original Contractor Licensed on contract date? Yes

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Certificate of Compliance

Does residence qualify as "owner-occupied"? Yes

Evidence of Owner Occupancy: Certificate of Compliance

Did Claimant provide qualified services? Yes

Evidence of qualified services: Invoice

Was NPP Licensed? Yes

Did NPP pay Claimant for qualified services? No

Evidence of nonpayment: Judgment

Did Claimant exhaust collection remedies? Yes

Payment Checklist

	<u>Claimed</u>	<u>Approved</u>	<u>Difference*</u>
Qualified Services: \$	16,130.04 \$	16,130.04 \$	0.00
Pre-judgment Atty Fees:	2,495.84	1,437.00	-1,058.84
Pre-judgment Costs:	451.00	451.00	0.00
Post-judgment Atty Fees:	0.00	982.51	982.51
Post-judgment Costs:	291.00	291.00	0.00
Interest:	540.76	619.49	78.73
Totals \$	19,908.64 \$	19,911.04 \$	2.40

* Positive differences denote amounts approved in excess of amounts claimed; negative differences denote amounts denied.

Evidence of qualified services amount: Invoice

Evidence of pre-judgment attorney fee amount: Judgment

Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$2,419.51

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: Attorney's Affidavit

**Schedule of Interest
All Payments Due in Same Calendar Year
LRF-2015-0130-01**

Terms of Sale: N30
 Claim Filing Date: 1/30/2015
 Payment Due Date: 11/23/2013
 Interest Rate per UCA 38-11-203(3)(c) 3.250%
 Daily Interest Rate 0.0089%

Total Interest Allowed per UCA 38-11-203(3)(c) \$ 619.49

<u>Event Date</u>	<u>Stop Interest?</u>	<u>Event Description</u>	<u>Changes to Qualified Service Balance</u>	<u>Qualified Service Balance</u>	<u>Number of Days Since Last Event</u>	<u>Interest Accrued Since Last Event</u>
11/23/2013	N	Payment due	\$ 5,195.00	5,195.00	0	\$ -
11/23/2013	N	Payment due	\$ 2,115.15	7,310.15	0	-
1/7/2014	N	Payment due	\$ 17.51	7,327.66	45	29.29
1/25/2014	N	Payment due	\$ 1,686.68	9,014.34	18	11.74
2/19/2014	N	Payment due	\$ 1,708.00	10,722.34	25	20.07
3/28/2014	N	Payment due	\$ 2,007.13	12,729.47	37	35.32
5/23/2014	N	Payment due	\$ 3,400.57	16,130.04	56	63.47
7/18/2014	N	Claimant filed complaint against NPP		16,130.04	56	80.43
9/26/2014	N	Claimant obtained judgment against NPP		16,130.04	70	100.54
1/30/2015	N	Claimant filed application for payment		16,130.04	126	180.97
4/8/2015	N	Division director authorizes payment		16,130.04	68	97.66

APPLICATION FOR PAYMENT

RECOMMENDED FOR APPROVAL

- EXPLANATION REQUIRED-

Claim Report

Claim Number: LRF-2015-0126-01

Claim Examined by: Carolyn

Claim

May 1, 2015

Claimant: Metro Ready Mix LLC

LRF Registration # 5754502-5550 Registration Date: 08/23/2005 Expiration Date: 11/30/2015

Claimant Classification: Supplier

Claimant's Attorney: Ryan Braithwaite

Nonpaying Party: Performance Construction Inc

Contractor License # 5991971-5501

Original Contractor: Performance Construction Inc

Contractor License # 5991971-5501

Homeowners: Dee L. Hague and Louise J. Hague

Abstract and Recommendation

Division's recommended disposition: Deny

Having reviewed evidence submitted by the claimant, it is the Division's opinion that the evidence submitted fails to meet the claimant's burden of proof. Specifically, the Division finds that the claimant failed to meet the statutory requirement of UTAH CODE ANN. § 38-11-204 (4) (a). For this reason, the Division recommends the application be denied.

Detailed Analysis and Findings of Facts

Relevant Statute and Rule

Utah Code Ann. § 38-11-204 (4)(a) require:

To recover from the fund, regardless of whether the residence is occupied by the owner, a subsequent owner, or the owner or subsequent owner's tenant or lessee, a qualified beneficiary shall establish that:

- (a) (i) the owner of the owner-occupied residence or the owner's agent entered into a written contract with an original contractor licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act:
 - (A) for the performance of qualified services;
 - (B) to obtain the performance of qualified services by others;

or

(C) for the supervision of the performance by others of qualified services in construction on that residence;

For claimants' benefit, Utah Admin. Code § R156-38a-204b(1) provides:

(1) one of the following:

- (a) a copy of the certificate of compliance issued by the Division establishing that the owner is in compliance with Subsection 38-11-204(4)(a) and (b) for the residence at issue in the claim;
- (b) the documents required in Section R156-38a-110a; or
- (c) a copy of a civil judgment containing findings of fact that:
 - (i) the homeowner entered a written contract in compliance with Subsection 38-11-204(4)(a);
 - (ii) the contracting entity was licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act;
 - (iii) the homeowner paid the contracting entity in full in accordance with the written contract and any amendments to the contract; and
 - (iv) the homeowner is an owner as defined in Subsection 38-11-102(17) and the residence is an owner-occupied residence as defined in Subsection 38-11-102(18);

Relevant Facts

- A. On or about 24 December 2014: The Homeowners, having met all the requirements for the protections described in Utah Code Ann. § 38-11-107 (1)(b)(ii), were issued a Certificate of Compliance. (Exhibit A)

Claimant's Argument

- A. Ryan Braithwaite's response, claimant's legal counsel (Exhibit B)
- B. Affidavit of Compliance (Exhibit C)

In summary, the claimant argues that the Affidavit of Compliance and the Certificate of Compliance provide sufficient evidence that a contract existed between the Homeowner and the Original Contactor.

Division's Analysis

It is the Division's opinion that neither the Affidavit of Compliance or the Certificate of Compliance provide sufficient evidence that a written contract existed, as each document allows for the possibility of an oral contract.

The Affidavit of Compliance states:

I entered into an oral or written contract on 8/2/2014 for service, labor or materials with Performance Construction... [emphasis added]

The Certificate of Compliance issued to the Homeowners met the requirements for protection described in Utah Code Ann. § 38-11-107 (1)(b)(ii), which allows for a "general contract". "General contract" is defined by Utah Code Ann. § 38-11-107 (1)(b)(ii)(B) to include the possibility of an oral contract.

Therefore, it is the Division's opinion that the claimant failed to demonstrate that the owner entered into a written contract with an original contractor as required by Utah Code Ann. § 38-11-204 (4)(a).

Exhibit A



State of Utah
Department of Commerce

Division of Occupational and Professional Licensing

GARY R. HERBERT
Governor

SPENCER J. COX
Lieutenant Governor

FRANCINE A. GLANI
Executive Director

MARK B. STEINAGEL
Division Director

CERTIFICATE OF COMPLIANCE

Utah Residence Lien Restriction and Lien Recovery Fund Act

Certificate Number: PREHAG101

As regards the following described property:

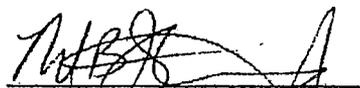
Homeowners' Name(s): Dee L Hague
Original Contractor: Performance Construction Inc
Located at: 3134 Louise Ave, Salt Lake City, UT 84109
Property Tax Parcel Number: 16-26-251-044-0000

The Director of the Division of Occupational & Professional Licensing of the State of Utah, being advised by the Residence Lien Recovery Fund Board and being apprized of all relevant facts finds that:

1. The amount of the "general contract" as defined in UTAH CODE ANN. § 38-11-107 (1) (b) (i) (B) under which the subcontractor provides service, labor, or materials totals no more than \$5,000;
2. The incident property is an "owner-occupied residence" as defined in UTAH CODE ANN. § 38-11-102(18); and
3. The owner's affidavit under UTAH CODE ANN. § 38-11-110 (2) (a) is undisputed or a small claims court or district court resolved any dispute over the owner's affidavit in favor of the owner.

Wherefore, the Director concludes and orders that Dee L Hague met all requirements for the protections described in Utah Code Ann. § 38-11-107 (1) (b) (ii). This order shall be effective for all claims against the property by any entity that provided qualified services on the residence as part of the contract between Dee L Hague and Performance Construction Inc. Pursuant to Utah Code Ann. § 38-11-107(3), anyone claiming lien pursuant to Utah Code Ann. § 38-1-1 et seq. against the incident property as part of the aforementioned contract must release that lien within 15 days of the date a copy of this Certificate was mailed to said lien claimant.

DATED this 24th day of December, 2014.


Mark B. Steinagel, Director

This certificate is void unless a valid seal of the state of Utah is applied here



Exhibit B



Ryan B. Braithwaite
Direct dial: (801) 438-2011
E-mail: rbraithwaite@btjd.com

April 30, 2015

Via E-mail (tnaff@utah.gov) and Hand Delivery

Tracy Naff
Claims Examiner
DOPL-LRF
160 East 300 South, 1st Floor
P.O. Box 146741
Salt Lake City, UT 84114-6741

Re: Lien Recovery Fund Claim No. LRF-2015-0126=01
Claimant: Metro Ready Mix, LLC
Original Contractor: Performance Construction, Inc.
Nonpaying Party: Performance Construction, Inc.
Homeowner: Dee Hague

Dear Tracy:

The following correspondence is made in response to the Notice of Incomplete or Insufficient Claim Application dated April 1, 2015 (the "Notice"). A true and correct copy of the Notice is attached hereto as Exhibit A. As you know, the Notice identifies the alleged defects in the Claimant's, Metro Ready Mix, LLC ("Metro"), claim. Specifically, the Notice alleges the following defects: (1) Written Contract Missing, (2) Paid in Full Missing; and (3) Owner-Occupied Residence Missing.

As you are aware, the homeowner, Dee Hague ("Hague"), qualified for and received a Certificate of Compliance on December 24, 2014 by completing the Affidavit of Compliance (the "Affidavit"). See Exhibit B. Paragraph 3 of Affidavit states that Hague entered into an oral or written contract on August 2, 2014 and that the price of the contract was \$1,950.00. Hague further provided a copy of check no. 1008 dated August 10, 2014 payable to Performance Construction in the amount of \$1,950.00 as proof of payment in full. Further, paragraph 6 of the Affidavit states that the residence is occupied by Hague or his tenant as a primary or secondary residence within 180 days of the date of completion. These documents are attached as Exhibit C.

3165 East Millrock Drive
Suite 500
Salt Lake City, Utah
84121-4704

t (801) 438-2000
f (801) 438-2050
www.btjd.com

In addition to these documents, we have attached an Owner-Occupied Residence Affidavit from the homeowner. See Exhibit D. The Notice states that a claimant may provide "a copy of the certificate of compliance issued by the Division for the residence at issue in the claim" to support its claim that there is a written contract. We have submitted the Certificate of Compliance to support this claim. See Exhibit B. Because Metro Ready Mix was not a party to the agreement between the homeowner and the Nonpaying Party, it does not have a copy of the agreement. Accordingly, pursuant to Rule R156-38a-204b(1), the enclosed Certificate of Compliance is sufficient evidence.

We request that the Division grant Metro Ready Mix's claim for payment.

Sincerely,



Ryan B. Braithwaite

Enclosures

Exhibit C

BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
OF THE DEPARTMENT OF COMMERCE
OF THE STATE OF UTAH

IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF <u>DEE L. HAGUE</u> <small>(Homeowners' Name)</small>	AFFIDAVIT OF COMPLIANCE
Located at <u>3134 LOUISE</u>	
City <u>S.L.C. UT.</u> Zip <u>84109</u>	
Tax Parcel Number <u>16-26-251-044-0000</u>	

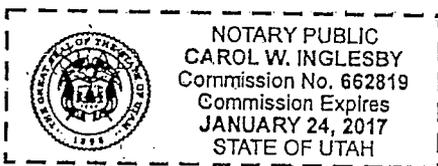
I, DEE L. HAGUE, being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statues and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or written contract on 8/2/14 for service, labor, or materials with:
PERFORMANCE CONSTRUCTION
and the general contract, including all changes and additions, totaled: \$ 1950.⁰⁰
4. The following entities have demanded payment for service, labor or materials associated with the general contract: *(attach separate sheet if needed)*
METRO READY MIX
5. The residence is a single family dwelling or duplex and contains no more than two separate living units: [Utah Code Ann. § 38-11-102 (22)]
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. [Utah Code Ann. § 38-11-102(18)]

Dee L. Hague
Signature of Affiant

11/20/14
Date

Subscribed and sworn to before me this 20 day of NOVEMBER, 2014



[Signature]
Signature of Notary Public