

MEMORANDUM

To: Utah Residence Lien Recovery Fund Advisory Board
From: Lien Recovery Fund Staff
Date: June 2, 2015
Subject: Information Packet for Upcoming Board Meeting - *date change*

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, June 17, 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

June 17, 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

HOMEOWNER CERTIFICATE OF COMPLIANCE APPLICATIONS APPROVED PRIOR TO BOARD MEETING

- a) Ken & Julie Chahine v Northridge Construction Inc

HOMEOWNER APPLICATIONS FOR REVIEW

1. Board Review Requested

- a) SEQDEC001 Nancy & David Decker v Sequoia Builders - Carolyn

2. Recommended for approval and Explanation Required

- a) CHRSAF001 Masood Safaee v Chris Jensen Landscaping Inc - Carolyn

CLAIMS FOR REVIEW

1. Recommended for Approval and Explanation Required

- a) LRF-2015-0306-01 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Campbell) - Carolyn
- b) LRF-2015-0306-02 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (McOمبر) - Carolyn

2. Recommended for Approval and No Explanation Required

- a) LRF-2015-0306-03 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Dixon) - Carolyn
- b) LRF-2015-0306-04 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Quist) - Carolyn
- c) LRF-2015-0306-05 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Scheid) - Carolyn

- d) LRF-2015-0306-06 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Geertsen) - Carolyn
- e) LRF-2015-0306-07 A/C Electric & Lighting Design LLC v Picasso Custom Homes LLC (Welch) - Carolyn

3. Recommended for Denial and Explanation Required

- a) LRF-2015-0127-01 Landmark Companies Inc v Isrealen Construction Inc (Wheeler) - Carolyn

NEXT SCHEDULED MEETING: August 12 , 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**

**May 13, 2015
North Conference Room– 8:15 a.m.
Heber Wells Building
Salt Lake City, UT 84111**

CONVENED: 8:18

ADJOURNED : 8:44

Board Members Present:

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

DOPL Staff Present:

Program Manager, Dane Ishihara
New Program Manager, Carolyn Dennis
Fund Secretary, Tracy Naff
AG, Sterling Corbett
Operations Manager, David Taylor

Guests:

Ryan Braithwaite, counsel for Metro Ready Mix
Shantel Dance, homeowner

TOPICS FOR DISCUSSION

DECISIONS AND RECOMMENDATIONS

**ADMINISTRATIVE
BUSINESS:**

Review and approve minutes
from the March 11, 2015
Board meeting.

Ms Leahy made a motion to approve the March 11,
2015 Board minutes with corrections. Ms Fullmer
seconded the motion. Motion passed by unanimous
vote.

Introduction of Carolyn
Dennis

Mr Taylor introduced new Residence Lien Recovery
Fund Manager, Carolyn Dennis.

**Homeowner Applications
for Review**

1. Recommended for Board Review
 - a) VANHAL001 Lawrence & Sherry Hall v Van Gilder Homes LLC - Mr Ishihara gave a brief explanation of the application. Mr Darrington Made a motion to approve the application. Mr Bowen seconded the motion. Motion passed by unanimous vote.
2. Recommended for Approval and Explanation Required
 - a) CHR DAN001 Jason & Shantel Dance v Chris Jensen Landscaping Inc - Mr Ishihara gave a brief explanation of the application. Mr Bowen made a motio to approve the application. Ms Fullmer seconded the motion.

Claims for Review

1. Recommended for approval and Explanation Required
 - a) LRF-2015-0130-01 Sunroc Building Materials v Creative Living Construction LLC (Davis) - Ms Leahy recused herself. Mr Ishihara gave a brief explanation of the application. Mr Darrington made a motion to approve the application. Mr Bowen seconded the motion. Motion passed by unanimous vote.
 - b) LRF-2015-0225-01 ProBuild Company v Creative Living Construction LLC (Davis) - Mr Ishihara gave a brief explanation of the application. Mr Darrington made a motion to approve the application. Mr Bowen seconded the motion. Motion passed by unanimous vote.
2. Recommended for Denial & Explanation Required
 - a) LRF-2015-0126-01 Metro Ready Mix v Preformance Construction Inc (Hague) - Ms Dennis gave a brief explanation of the application. Mr Braithwaite commented that he feels the check written for payment should qualify as written contract. Mr Ishihara stated the check does not outline the qualified services to be performed. Mr Ishihara clarified claimant requirements for

qualified services under the \$5,000 amount. Mr Darrington made a motion to deny the application. Ms Fullmer seconded the motion. Mr Ishihara mentioned the application could be placed on prolonged status in order to give the claimant additional time to gather the required documents. Mr Darrington amended the motion to place the application on prolonged status. Ms Leahy seconded the motion. Motion passed by unanimous vote.

Meeting adjourned 8:44

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) Carolyn Dennis
Program Coordinator, Division of Occupational &
Professional Licensing

Applications for Certificate of Compliance Disposition Report

June 2, 2015

Processing Status	Active Pending Action By	Disposition	Number of Apps	
Active	Board		2	0.1%
Active	Homeowner		4	0.2%
Active	LRF		57	3.0%
Active	LRF	Approved	1	0.1%
Closed		Approved	1182	62.3%
Closed		Denied	561	29.6%
Closed		Withdrawn	85	4.5%
Prolonged			4	0.2%
Prolonged	Homeowner		2	0.1%
Total Applications Filed			1,898	

Claim Disposition Report

June 2, 2015

Processing Status	Active Pending Action By	Disposition	Number of Claims	
Active	Board		8	0.3%
Active	LRF		1	0.0%
Closed		Denied	564	19.7%
Closed		Dismissed	243	8.5%
Closed		Paid	2,041	71.2%
Prolonged			8	0.3%
Prolonged	Claimant		1	0.0%
Total Claims Filed			2,866	

CERTIFICATE OF COMPLIANCE

-BOARD REVIEW REQUESTED-

Application Report
Property ID: SEQDEC001
Application Examined by: Carolyn

Homeowner Application
May 22, 2015

Homeowner: David Michael Decker, Sr

Original Contractor: Sequoia Builders
License Number: 8479883-5501
License Issue Date: 2/25/2013

Type: Contractor
License End Date: 2/25/2015

Original Contractor's Attorney: Unknown

Abstract and Recommendation

Division's Recommendation: Request Board Review

The Division has reviewed the evidence submitted by the Applicant. It is the opinion of the Division that the written contract and payment in full are not easily resolved. Therefore, the Division requests that the application be reviewed by the Board.

Exhibits

Exhibit A: Written Contract
Exhibit B: Cost Breakdown
Exhibit C: HUD-1 Settlement Statement and Warranty Deed
Exhibit D: Homeowner and Real Estate Agent Statements
Exhibit E: Summary of Payments
Exhibit F: Documentation of Payments
Exhibit G: Unsubstantiated Payments

Factual Review and Analysis

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? Yes; however, the contracted amount requires further review.

The written contract was entered on October 9, 2013 (Exhibit A). The total purchase price listed in the contract is \$537,605.89. Addendum One, line 7a refers to "exhibit a" as "Proposed Finishes and Cost Breakdowns". The labeled, signed and dated "exhibit a" includes proposed finishes, but does not include a cost breakdown.

A breakdown of costs was provided with the Application (Exhibit B). Line 65 of the "Sequoia Builders Cost Breakdown Decker" is labeled "Lot" with a total cost of \$175,000 identified. This breakdown is not signed or identified as an exhibit or addendum to the contract. However, the total amount of the contract and breakdown are the same.

The Homeowner provided evidence (Exhibit C) which shows the lot was purchased by the Homeowner directly from the developer, Black Diamond Development Group. The HUD Statement and Warranty Deed are both dated after the written contract was signed.

Statements from the Homeowner and the real estate agent explaining the purchase are provided (Exhibit D).

These issues bring the total contracted price into question, specifically:

1. The total paid to Black Diamond Development Group for the lot is lower than the Sequoia Cost Breakdown (Exhibit B) allots.
2. The cost breakdown (Exhibit B) includes several items associated with origination and closing costs that occurred during the transaction between the Homeowner and Black Diamond Development Group rather than the Homeowner and Sequoia Builders.

Was Original Contractor licensed on contract date? Yes

Did Homeowner pay Original Contractor in full? Request Board Review.

Exhibit E provides a summary of the payments attributed to the contracted price. In addition to the question of the inclusion of the lot in the total contracted price, there are additional discrepancies.

1. The HUD-1 Statement (Exhibit C) is incomplete as it does not have the Seller's signature; however, a Warranty Deed (Exhibit C) was provided showing the Seller transferred the property to the Homeowner. Additionally, the Homeowner provided copies of wire transfers accounting for the required closing fees and down payment.
2. The Homeowner made payments to entities other than the Original Contractor.
3. The Homeowner is claiming payments made from a business account as payment for the contract.

For payment documents submitted are provided (Exhibit F).

The Homeowner provided additional payment documentation; however, they did not provide sufficient evidence the payments were attributed to the contract (Exhibit G).

Does residence qualify as "owner-occupied"? Yes

Summary

The Division is requesting review of the written contract, specifically, the contracted amount and if the purchase of the lot was included in the contracted amount.

The Division is requesting review of the payment in full, specifically, what amount constitutes payment in full and if third party payments should be accepted.

Exhibit A

Written Contract



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 David & Nancy Decker offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$1000.00 in the form of Check which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)

Brokerage: Keller Williams Westfield Real Estate Phone Number: 801-850-5700

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: 2255 N Rock Canyon Cir, Provo, Utah County, UT 84604, in the City of Provo County of Utah, State of Utah, more particularly described as Lot No. _____, in the _____ Subdivision, or alternatively as follows: Tax ID 53:372:0003 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):

- _____ House Plan
- FHA/VA Approved Plan No. _____
- Plans and Declaration of Condominium (check one) AS RECORDED AS PROPOSED for Unit Number _____ of the _____ Condominiums
- a Custom Home (specify) As per Exhibit C
- 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) As is
- (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) As is

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

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.

Buyer's Initials FD Date 10/9/13 Seller's Initials [Signature] Date 10/9/13

2. PURCHASE PRICE The Purchase Price for the Residence is \$537,605.89

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

\$1,000.00 (a) Earnest Money Deposit. Under certain conditions described in this Contract, THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.

\$90% of purchase price (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 [X] CONVENTIONAL [] OTHER (specify) _____

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.

\$ _____ (c) Other (specify) _____

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

\$537,605.89 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 box)

(a) [X] a "Construction Loan" shall be obtained by [] Seller [X] Buyer in the amount of \$As required by lending institution. 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 Property 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 Property 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 Central Bank. 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 100 % 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.

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

Buyer's Initials N.D. Date 10/9/13 Seller's Initials [Signature] Date 10/9/13

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) Recording

5. CONFIRMATION OF AGENCY DISCLOSURE. At the signing of this Contract:
 Seller's Initials Buyer's Initials

The Listing Agent, Josh Winn represents Seller Buyer both Buyer and Seller as a Limited Agent;
The Selling Agent, _____ represents Seller Buyer both Buyer and Seller as a Limited Agent;
The Listing Broker, Keller Williams Westfield Real Estate represents Seller Buyer both Buyer and Seller as a Limited Agent;
The Selling Broker, _____ 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 problems 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) n/a - no Seller's Disclosures will be issued

8. BUYER'S RIGHT TO CANCEL BASED ON EVALUATIONS AND INSPECTIONS. Buyer's obligation to purchase under this Contract (check applicable boxes):

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

Buyer's Initials [Signature] Date 10/9/13 Seller's Initials [Signature] Date 10/9/13

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):** _____

10. SELLER WARRANTIES AND 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 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.

Buyer's Initials ND Date 10/11/13 Seller's Initials Seguora Date 10/9/13

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 \$As required by lending institution.

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 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 agreed 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'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.

Buyer's Initials ND Date 10/9/13 Seller's Initials [Signature] Date 10/9/13

20. **RISK OF LOSS.** All risk of loss to the property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and 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.

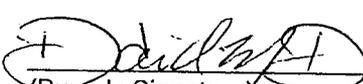
23. **ACCEPTANCE.** "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed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

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

- (a) Application Deadline 3 days from acceptance (Date)
- (b) Pre-Qualification Deadline 5 days from acceptance (Date)
- (c) Construction Loan Funding Deadline 30 days from acceptance (Date)
- (d) Seller Disclosure Deadline n/a (Date)
- (e) Evaluations & Inspections Deadline 75 days from acceptance (Date)
- (f) Substantial Completion Deadline 180 days from excavation (Date)
- (g) Settlement Deadline 3 days after the Buyer's receipt of written Notice of Substantial Completion

*Jan 23, 2014
Buyer's Bond*

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: 6 : 00 [] AM [X] PM Mountain Time on 10/09/2013 (Date) this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.


10/9/13

10/9/13
 (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"

David & Nancy Decker _____
 (Buyers' Names) (PLEASE PRINT) (Notice Address) (Phone)

Buyer's Initials DD Date 10/9/13 Seller's Initials ND Date 10/9/13

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. _____

Sequoia Builders Agent 10/9/13
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Sequoia Builders (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:

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

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

B. I personally caused a final copy of the foregoing Contract bearing all signatures to be faxed mailed hand delivered on _____ (Date) postage prepaid, to the Seller Buyer.

Sent/Delivered by (specify) _____

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.

Buyer's Initials ND Date 10/9/13 Seller's Initials Sequoia Builders Date 10/9/13



ADDENDUM NO. ONE
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 4th day of October, 2013 including all prior addenda and counteroffers, between David & Nancy Decker as Buyer, and Sequoia Builders as Seller, regarding the Property located at 2255 N Rock Canyon Cir, Provo, Utah County, UT 84604. The following terms are hereby incorporated as part of the REPC:

1. 'Seller' as noted throughout the REPC is a licensed contractor who has been contracted by 'Buyer' to build a custom home according to specific instructions provided to the contractor by vendors that were contracted by the 'Buyer.'
2. Buyer maintains the option to cancel this contract prior to issuance of building permit.
3. Earnest Money deposit may increase based on Buyer's lending institutional requirements. Earnest Money will be non-refundable after loan funding deadline.
4. The contractor engaged to build this home will not provide 'Sellers Disclosure' since the company is building a custom plan, designed by the Buyer.
5. For the Buyers protection, the Seller still advises the Buyer consider a professional home inspection after issuance of the Certificate of Occupancy.
6. Any balance of unused funds (either from change orders or unspent allowances) may be used by the Buyer to lower the price of the home. Any changes to the home which result in the purchase price being raised must be agreed to in writing by both parties prior to expense.
7. The following exhibits must be signed by both parties prior to this becoming an executed contract:
 - a. Exhibit A (Proposed Finishes and Cost Breakdown)
 - b. Exhibit B (Construction and Warranty Guidelines)
 - c. Exhibit C (Engineered Floor Plans)
 - d. Exhibit D (Site Plan and Excavation Estimate)

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: _____

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 6 : 00 AM PM Mountain Time on October 09, 2013 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

David & Nancy Decker 10/9/13 10/9/13
 Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

DD
ND

Sequoia Builders

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.

COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

Signora Agent 10/9/13
(Signature) (Date) (Time) (Signature) (Date) (Time)

REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,
EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Buyer's Initials

ND

Seller's Initials

Signora

Exhibit A

By reference of the Real Estate Purchase Contract (The Agreement) dated 10/9/13.

This Construction Commencement Agreement between Segnoia Builders of Utah LLC herein referred to as "Seller" or "Contractor", and DAVID & Nancy Decker buyer(s), covering real property described as follows: Address: 2255 N. Rock Canyon Circle, City of PROVO, County of UT, State of Utah. Lot #: _____, Subdivision: Temple View Cottages, Plan #: Custom.

Proposed Finishes and Included Features

Structural/Site Details

- 2" X 6" / 16" On Center - Exterior Walls
- 2" X 4" / 16" On Center - Interior Walls
- 8' Terrace Level Wall Height
- 9' Main Level Wall Height
- 8' Upper Floor Wall Height
- Coffered Ceilings - Master Bedroom

Exterior Finish

- Stucco - Primary Material
- Stone - Base Wrap Material
- Siding Accents
- Decorative Entry Door
- 1 - Transom Windows above Front Door
- 2 - Sidelites Windows on the sides of the Front Door
- French Doors at Rear Exterior Door
- 30 Year Architectural Asphalt Shingles
- Exterior Lighting as per plan on Porch, Garage, Patio, Under Eaves
- Single Garage Door - per plan
- Double Garage Door - per plan

Interior/Mechanical Systems

- 95.0% Furnace Efficiency
- Single Zone
- 13 SEER A/C Condenser
- Fireplace in Great Room

Plumbing

- 50 Gallon Hot Water Heater
- Undermount Black Acrylic Sink

- Anti-Bacterial Jetted Master Tub
- Hot/Cold Valve in Garage with Drain
- 2 – Exterior Hose Bibs
- Soft Water Rough In
- Elongated Toilets
- Manabloc Water System
- Water Line to Fridge

Electrical

- 200 Amp Panel
- Can Lighting as per plan in Great Room, Kitchen, Master Bedroom
- 5 – CAT5 Data Jacks
- 2 – Exterior Outlets
- Exterior Outlet for Future Hot Tub

Installation

- R-19 Batts in Walls
- R-38 Blown in Fiberglass in Ceiling

Interior Finish

- 1/2" Drywall with Bullnose Corners
- Light Texture
- Iron Balusters with Stain Grade Rail on Interior Stairs
- 5" Baseboards
- Full Window Casings
- Built-In Closet Organizers in Closets
- 4 – Shelves in Pantry
- 2 – Tone Paint (Baseboards, Ceiling/Walls)
- Staggered Cabinets in Kitchen
- Upper Cabinet in Laundry
- Push-Soft Drawers
- 2cm Granite Countertops Throughtout
- Engineered Hardwood – Great Room, Dining, Kitchen, Entry, Hallway
- Tile – Bathrooms, Laundry
- 6 lbs pad/\$15 Carpet – Bedrooms, Stairs, Office
- Tub/Shower Surround – Tile
- Stainless Steel Appliances

Buyer's Signature: [Signature] Date: 10/9/13
Buyer's Printed Name: David M. Decker

Buyer's Signature: [Signature] Date: 10/9/13
Buyer's Printed Name: Wandy D. Decker

Page 2 of 3 Buyer's Initials [Initials] Date 10/9/13 Seller's Initials [Initials] Date 10/9/13

Exhibit B

By reference of the Real Estate Purchase Contract (The Agreement) dated 10/9/13.

This Construction Commencement Agreement between Sequon Builders of Utah herein referred to as "Seller" or "Contractor", and DAVID & NANCY LECKER buyer(s), covering real property described as follows: Address: 2255 N. Rock Canyon Circle, City of Provo, County of Utah, State of Utah, Lot #: _____, Subdivision: Temple View Estates, Plan #: Custom.

The following is hereby incorporated as part of the Agreement:

STAY IN CONTACT WITH THE LENDER (BANK)

Most pre-approvals by banks are tentative and there are additional items that are needed before the closing papers can be drafted up for the underwriter. Most of the contracts only give the Buyer (5) days after the letter of notification to the agent once the home has passed the city's final inspection and is ready to close. Please stay on top of this, as it is the most important part of the Buyer/Seller process. Buyer will be responsible for all additional construction loan interest due to any delays.

BUILDING PLANS (BLUEPRINTS)

The delivery of building plans to the Buyer from the Architect will follow the current contract/agreement that exist between the Buyer and Architect.

PLACEMENT OF HOMES ON LOT

There are several factors which determine the home placement on each lot. These factors are used when we determine the home placement of each lot. The home's placement on the lot will follow the recommendation of the Architect.

LOT GRADING AND SETTLING

We will grade each lot to pass the local and state codes. There are several factors that determine property grade. Often landscaping plans are not in harmony with established local and state guidelines. If you change your lot grade or remove downspout splash blocks or extensions, there is a chance of water running back toward your home causing flooding. Some minor ground settling will occur around the foundation and utility trenches. This is considered normal and natural. This should be expected and is a homeowner maintenance item.

FOUNDATION

All foundations leak water. Foundations were not intended to act as swimming pools. Standing water next to a foundation will always allow water to enter in through cracks, honeycombs, metal

Buyer's Initials DL Date 10/9/13 Seller's Initials SL Date 10/9/13

foundation ties and where walls meet footings below the surface. The black material placed on the foundation is mainly a protectant for the cement from the soil. It is very important to keep the slope going away from the home to prevent any water problems.

CEMENT WORK

Your cement will crack as it cures. Weather conditions in Utah go from extreme cold to excessive heat and then back again in the same day. This makes it impossible to guarantee the concrete work. You can expect to have cracks up to 3/8" wide. All we can do is caulk the crack with a caulking compound.

To insure that our concrete will have minimal cracks or settling, the following precautions will be taken

1. All outside concrete is 6 bag mix poured very stiff for maximum strength.
2. Rebar is doweled into foundation walls where possible.
3. Garage areas are water soaked when possible.
4. In some cases a broom finish is used to minimize spalling and peeling.

SQUEAKY FLOORS AND STAIRS

Squeaks are a nuisance and very difficult to correct. We will do our best to correct them during construction but we are limited in the methods to correct them. Sometimes squeaks do occur, we do not guarantee against squeaks. We take the following precautions to insure the home to be squeak free:

1. We use TJI floor joist.
2. We use 3/4" tongue and groove flooring.
3. We glue all flooring to floor joists.
4. We use ring shank nails to nail flooring to joists.

ROOF SHINGLES

New shingles placed on the roofs, especially during the cold winter months have not had sufficient time to seal, and they could lift up in heavy winds. This is not unusual and is to be expected. The proper thing to do when you notice this happening is to run a small bead of asphalt caulking under the lifting shingle, then press it down firmly with a piece of wood. If needed, you can set a rock on it to hold it in place for a day or two. Should the winds exceed the MPH rating of the shingles they will not be warranted.

EXCESS MATERIAL

Any excess materials left on the job site are the property of the Builder.

CONSTRUCTION MATERIALS

The Builder reserves the right to change construction materials and policies as our economy and industry change, with notice to Buyer and/or Buyer's Agent.

BUILDER SWEAT EQUITY

Buyer's doing sweat equity will not be reimbursed until closing for any labor or materials. Buyer may also not sweat equity electrical, plumbing or heating work. All sweat equity is subject to the lender's approval and guidelines.

ELECTRICAL, PLUMBING, HEATING

These trades are the only emergency service calls that may occur during the first year of your Builder warranty. Afterwards the extended warranty will kick in covering years 2-5. The extended home warranty information with contact information will be provided at closing.

Electrical pre-checks prior to phone call:

1. Check all GFI circuit breaker outlets.
2. Check circuit breaker panel.
3. Check light bulbs.
4. Check main breaker on outside by meter.

Plumbing pre-checks prior to phone call:

1. Water is turned on at the meter.
2. Water is turned on where pipe penetrates foundation.
3. Water is turned on where line goes into water heater.
4. Gas valve on line to water heater is turned on.
5. Go through the lighting procedure on side of water heater.
6. Gas meter outside is turned on.
7. All water lines under sinks and vanities are on.
8. Backed up toilets, sinks and tubs/shower are not covered.

Heating pre-checks prior to phone call:

1. Breaker.
2. Gas meter outside turned off.
3. Disconnect on side of furnace is on.
4. Filter and furnace blower are clean.
5. Gas valve on the line is on.
6. Thermostat is on heating cycle.

LOCK OUTS

If Buyer becomes too forceful with their own building ideas and/or opinions, we reserve the right to ban them from the job site. Remember your home will be an active construction site and there could be the potential of many hazards present. We encourage the input of the buyer throughout the build process. Please remember the builder is human and if something gets missed, please communicate in a cool/calm fashion, and the builder will proceed to rectify it.

CHANGE ORDERS THROUGHOUT CONSTRUCTION

Your home has been priced and materials ordered according to the construction set submitted to the City for permitting. Any changes to the plans, design, and/or finishes will result in an increase in the purchase price. All price increases will result in a change order reflecting and addendum the new price. The price of the home could change due to an unforeseen increase in the cost of materials due to a disruption in supply change from bad weather, snow, hurricane, tornado, earthquake or other act of nature.

TIME/SCHEDULE

There may be a delay in schedule due to bad weather, snow, hurricane, tornado, earthquake or other act of nature.

THANKS

We appreciate your business and friendship. Our goal is to complete the home in the time allotted with the highest quality possible.

Buyer's Signature: [Signature] Date: 10/9/13
Buyer's Printed Name: David M. Decker

Buyer's Signature: Nancy D Decker Date: 10-9-13
Buyer's Printed Name: Nancy D Decker

Seller's Signature: [Signature] Date: 10/9/13
Seller's Printed Name: _____

Exhibit B

Cost Breakdown

Exhibit C

HUD-1 Settlement
Statement/
Warranty Deed



A. Settlement Statement (HUD-1)

OMB Approval No. 2502-0265

First American Title Company, LLC Settlement Statement

B. Type of Loan

- 1-5. Loan Type: Conv. Unins.
- 6. File Number: 320-5593415
- 7. Loan Number: 177-101363
- 8. Mortgage Insurance Case Number:

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(POC)" were paid outside this closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower: David Michael Decker, Sr.
840 East 900 South, Orem, UT 84097

E. Name & Address of Seller: Black Diamond Development Group
2255 North Rock Canyon Circle, Provo, UT 84604

F. Name & Address of Lender: Central Bank Pleasant Grove Office
801 S Pleasant Grove Boulevard
Pleasant Grove, UT 84062

G. Property Location: 2255 North Rock Canyon Circle, Provo, UT 84604

H. Settlement Agent: First American Title Company, LLC
Address: 578 South State Street, Orem, UT 84058
Place of Settlement Address: 578 South State Street, Orem, UT 84058
(801)224-8678

L. Settlement Date: 10/17/2013
Print Date: 10/17/2013, 12:08 PM
Disbursement Date: 10/18/2013
Signing Date:

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower		170,000.00
101. Contract Sales Price		
102. Personal property	6,943.39	
103. Settlement charges to borrower (line 1400)	323,723.61	
104. Available for Construction to Central Bank Pleasant Grove Office		
105. Lot Draw (\$87,000.00)		
Adjustments for items paid by seller in advance		
106. City/town taxes		
107. County taxes		
108. Assessments		
109.		
110.		
111.		
112.		
113.		
114.		
115.		500,667.00
120. Gross Amount Due from Borrower		500,667.00
200. Amounts Paid by or on Behalf of Borrower		
201. Deposit or earnest money	1,000.00	
202. Principal amount of new loan(s)	417,000.00	
203. Existing loan(s) taken subject	667.00	
204. Owner's Policy Paid by Seller		
205.		
206.		
207.		
208.		
209.		
Adjustments for items unpaid by seller		
210. City/town taxes		1,462.00
211. County taxes 01/01/13 to 10/18/13 @ \$1833.78/yr		
212. Assessments		
213.		
214.		
215.		
216.		
217.		
218.		
219.		420,129.00
220. Total Paid by/for Borrower		420,129.00
300. Cash at Settlement from/to Borrower	500,667.00	
301. Gross amount due from borrower (line 120)	420,129.00	
302. Less amounts paid by/for borrower (line 220)	80,538.00	
303. Cash (X From) (/ To) Borrower		

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller		
401. Contract sales price		
402. Personal property		
403. Total Deposits		
404.		
405.		
Adjustments for items paid by seller in advance		
406. City/town taxes		
407. County taxes		
408. Assessments		
409.		
410.		
411.		
412.		
413.		
414.		
415.		
420. Gross Amount Due to Seller		
500. Reductions in Amount Due to Seller		
501. Excess deposit (see instructions)		
502. Settlement charges to seller (line 1400)		
503. Existing loan(s) taken subject		
504. Payoff of first mortgage loan		
505. Payoff of second mortgage loan		
506.		
507.		
508.		
509.		
Adjustments for items unpaid by seller		
510. City/town taxes		
511. County taxes		
512. Assessments		
513.		
514.		
515.		
516.		
517.		
518.		
519.		
520. Total Reduction Amount Due Seller		
600. Cash at Settlement to/from Seller		
601. Gross amount due to seller (line 420)		
602. Less reductions in amounts due seller (line 520)		
603.		

Previous editions are obsolete. ** Paid on Behalf of Borrower.
 * See Supplemental Page for details.
 The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is assigned to provide the parties to a RESPA covered transaction with information during the settlement process.
 POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

I. Settlement Charges		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees			
Division of commission (line 700) as follows:			
701.			
702.			
703. Commission paid at settlement			
704.			
705.			
706.			
800. Items Payable in Connection with Loan			
801. Our origination charge	\$4,107.24 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	(from GFE #2)		
803. Your adjusted origination charges to Central Bank Pleasant Grove Office	(from GFE A)	4,107.24	
804. Appraisal fee to Darrel Clark	(from GFE #3)	400.00	
805. Credit report	(from GFE #3)		
806. Tax service	(from GFE #3)	10.00	
807. Flood certification to Lareta, LLC	(from GFE #3)		
808. Flood Life of Loan Tracking to Lareta, LLC	(from GFE #3)	POC-L \$5.00	
809.	(from GFE #3)		
810.	(from GFE #3)		
811.	(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from	(from GFE #10)		
902.	(from GFE #5)		
903. Homeowner's insurance	(from GFE #11)		
904.			
905.			
906.			
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)		
1002. Homeowner's insurance			
1003. Mortgage insurance			
1004. Property taxes			
1005.			
1006.			
1007. Aggregate Adjustment			
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)	1,629.15	
1102. Settlement or closing fee	\$150.00		
to First American Title Company, LLC			
1103. Owner's title insurance - Utah First Title Insurance Agency, Inc	(from GFE #5)	687.00	
1104. Lender's title insurance - First American Title Company, LLC	\$1,323.00		
1105. Lender's title policy limit	\$ 417,000.00		
1106. Owner's title policy limit	\$ 170,000.00		
1107. Agent's portion of the total title insurance premium	\$ 1,393.00		
to Utah First Title Insurance Agency, Inc			
1108. Underwriter's portion of total title insurance premium	\$ 597.00		
to First American Title Insurance Company			
1109.			
1110.			
1111.			
1112.			
1200. Government Recording and Transfer Charges			
1201. Government recording charges	(from GFE #7)	130.00	
1202. Recording fees: Deed \$20.00 Mortgage \$70.00 Release \$0.00	(from GFE #8)		
1203. Transfer taxes			
1204. City/county tax/stamps:			
1205. State tax/stamps:			
1206. Recording Fee - CB Future Reconveyance	\$15.00		
1207. Recording Fee - State Construction Registry filing	\$25.00		
1208.			
1209.			
1210.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for	(from GFE #6)		
1302.			
1303.			
1304.			
1305.			
1306.			
1307.			
1308.			
1309.			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		6,943.39	

* See Supplemental Page for details. ** Paid on Behalf of Borrower.

POC-B (Borrower); POC-S (Seller); POC-L (Lender); POC-MB (Mortgage Broker).

Itemization of Title Charges and Government Recording and Transfer Charges		File No. 320-5593415
First American Title Company, LLC		Loan No. 177-101383
		Settlement Date. 10/17/2013
Property: 2255 North Rock Canyon Circle, Provo, UT 84604		Print Date. 10/17/2013, 12:08 PM
Name & Address of Borrower: David Michael Decker, Sr. 840 East 900 South, Orem, UT 84097		Name & Address of Seller: Black Diamond Development Group 2255 North Rock Canyon Circle, Provo, UT 84604
Name & Address of Lender: Central Bank Pleasant Grove Office 801 S Pleasant Grove Boulevard Pleasant Grove, UT 84062		

1100. Summary of Title Charges	Borrower Charges	Seller Charges
1101. Title Services and Lenders Title Insurance	1,629.15	
Title Services Fees \$156.15		
a. Courier/Messenger/Sp. Delivery Fee \$20.00		
b. Doc Prep Fee \$50.00		
c. Incoming Wire Fee \$20.00		
d. Misc. Title Fee - State Construction Registry Endorsement \$66.15		
1102. Settlement or Closing Fees to First American Title Company, LLC \$150.00		
a. Escrow Fees \$150.00		
1103. Owner's title insurance - Utah First Title Insurance Agency, Inc	667.00	
a. Owner Policy \$667.00		
1104. Lender's title insurance - First American Title Company, LLC \$1,323.00		
a. Extended Lender's Policy \$1,323.00		
1105. Lender's title policy limit \$ 417,000.00		
1106. Owner's title policy limit \$ 170,000.00		
1107. Agent's portion of the total title insurance premium \$ 1,393.00		
to Utah First Title Insurance Agency, Inc		
1108. Underwriter's portion of total title insurance premium \$ 597.00		
to First American Title Insurance Company		

1200. Government Recording and Transfer Charges	Borrower Charges	Seller Charges
1201. Government Recording Charges	130.00	
1202. Recording Fees Deed \$20.00 Mortgage \$70.00 Release \$0.00		
1203. Transfer taxes		
1204. City/county tax/stamps:		
1205. State tax/stamps:		
1206. Recording Fee - CB Future Reconveyance \$15.00		
1207. Recording Fee - State Construction Registry filing \$25.00		

HUD Case No.

SELLER'S AND/OR PURCHASER'S/BORROWER'S STATEMENT

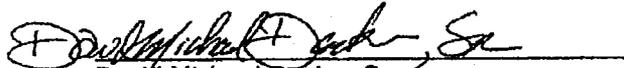
RE: File No. 320-5593415
2255 North Rock Canyon Circle, Provo, UT 84604

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

I hereby authorize the Settlement Agent to make expenditures and disbursements as shown and approve same for payment.

ACCEPTED AND APPROVED:

Borrower(s)/Purchaser(s)


David Michael Decker Sr.

Seller(s)

Black Diamond Development Group, LLC, a
Utah limited liability company

By: _____

Date: Oct. 17, 2013

Date: _____

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

Settlement Agent:


Justin Stratton, Escrow Officer

Date: 10/17/2013

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

WHEN RECORDED, MAIL TO:
DAVID MICHAEL DECKER, SR.
840 East 900 South
Orem, UT 84097

Escrow No. 24697

WARRANTY DEED

BLACK DIAMOND DEVELOPMENT GROUP, LLC, a Utah limited liability company,
grantor(s)
of PROVO, County of UTAH, State of UTAH, hereby CONVEY(s) and WARRANT(s) to

DAVID MICHAEL DECKER, SR., grantee(s)
of OREM, County of UTAH, State of UTAH, for the sum of TEN DOLLARS and other good and
valuable consideration, the following described tract of land in UTAH County, State of Utah, to-wit

Lot 3, Plat "A", TEMPLE VIEW COTTAGES SUBDIVISION, according to the official
plat thereof on file in the office of the Utah County Recorder, State of Utah.

Tax ID# 53-372-0003

SUBJECT TO easements, covenants, conditions, restrictions, rights of way and reservations appearing of
record or enforceable in law and equity and taxes for the year 2013 and each year thereafter.

WITNESS the hand of said grantor(s), this 17th day of October, 2013.

BLACK DIAMOND DEVELOPMENT
GROUP, LLC, a Utah limited liability
company

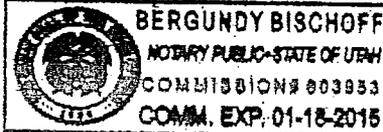
Adam O. Harward

BY: ADAM O. HARWARD, Authorized
Agent

STATE OF UTAH }
COUNTY OF UTAH } ss.

On the 17th day of October, 2013, personally appeared before me ADAM O. HARWARD, who
being by me duly sworn did say for himself/herself that he/she is the AUTHORIZED AGENT of
BLACK DIAMOND DEVELOPMENT, LLC, a Utah limited liability company, and that the within and
foregoing instrument was signed on behalf of said company by authority of its articles of organization and
duly acknowledged to me that said company executed the same.

My Commission Expires:



B. Bischoff

Notary Public

Exhibit D

Homeowner and
Real Estate Agent
Statements

Carolyn Dennis

Lien Recover Fund Manager, DOPL

State of Utah Lien Recover Fund

David and Nancy Decker located property at 2255 Rock Canyon Circle; Provo, Utah; 84604 for sale offered by Josh Winn, a real estate agent at Keller Williams. Josh Winn had an option on the land because he had placed a security deposit on the lot to hold it until he could find a buyer. Josh offered the land and a contractor to build a home. During negotiations Mr. Winn took his money securing the property to place elsewhere. We wanted to buy the property to build our home on it, so we contacted Black Diamond Development Group, LLC and gave them a down payment to purchase the property. Then after obtaining a loan, we purchased the property from Black Diamond Development Group, LLC.

Thank you,

David M. Decker, Sr

Nancy D. Decker

Attn: Carolyn Dennis, Lien Recovery Fund Manager (UDOPL)

May 12, 2015

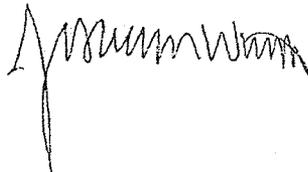
Re: Decker property, 2255 N Rock Canyon Cir, Provo UT

Ms. Dennis -

The Deckers asked me to write a letter explaining how each party of this transaction was involved in the procurement of the property and subsequent contract with a then licensed contractor to build a new home on that property. As a licensed real estate agent with Keller-Williams in Orem UT, I met the Deckers when they inquired about the status of one of my other listings and I subsequently directed them to available property at 2255 N Rock Canyon Circle. The Deckers made an offer on that property which was accepted by Adam Harward, the agent for Black Diamond Development. The contract was executed between Black Diamond Development and the Deckers, subsequently purchased by the Deckers through financing with Central Bank, and as evidenced by title, the only parties with an ownership interest in this property are those aforementioned above.

During this period, I introduced the Deckers to Mark Hernandez of Sequoia Builders. Those parties then entered into a construction contract to build a home according to specifications and details from finalized plans. At no point in time did Sequoia Builders have an ownership interest in the property other than a potential notification to the SCR about work to be performed. Sequoia Builders never had a contract or interest in the subject property that I or the escrow officers involved in the transaction are aware of and title insurance was issued for a policy between Black Diamond Development and the Deckers. If there is anything else that I can assist with, please reply at your convenience.

Respectfully,



Josh Winn, Agent
Remax Results
801.319.7285
winn.josh@gmail.com

Exhibit E

Summary of Payments

Summary of Payments

			<i>Progressive Subtotal</i>
Construction Loan Payments: Central Bank:	\$ 300,062.55		
Decker Payments to Sequioia	<u>\$ 15,500.00</u>		
Subtotal	\$ 315,562.55	\$	315,562.55
Decker Payments to Third Parties	<u>\$ 57,346.76</u>		
Subtotal	\$ 57,346.76	\$	372,909.31
8 Decker LLC Payments to Sequioia	\$ 847.24		
8 Decker LLC Payments to Third Parties	<u>\$ 31,976.20</u>		
Subtotal	\$ 32,823.44	\$	405,732.75
Lot Costs, paid by Central Bank and Decker	<u>\$ 176,245.54</u>		
Subtotal	\$ 176,245.54		
Total of all claimed payments		\$	581,978.29

Payor**Central Bank**

Row Labels	Draw	Grand Total
4D Engineers	\$ 1,200.00	\$ 1,200.00
5 Star Building Products	\$ 7,762.00	\$ 7,762.00
Alpine Supply Co Inc	\$ 1,780.00	\$ 1,780.00
Automated Structures	\$ 8,650.10	\$ 8,650.10
Burton Lumber	\$ 32,596.82	\$ 32,596.82
C&S Lewis Construction	\$ 1,025.00	\$ 1,025.00
CCA Concrete	\$ 2,266.60	\$ 2,266.60
Colormax painting	\$ 8,500.00	\$ 8,500.00
Do It All Drywall	\$ 16,700.00	\$ 16,700.00
DR Plumbing	\$ 1,200.00	\$ 1,200.00
Excel Concrete Inc	\$ 24,884.81	\$ 24,884.81
Geminis Electric	\$ 8,388.52	\$ 8,388.52
Gustavo Ramirez	\$ 11,000.00	\$ 11,000.00
Inouye Design	\$ 2,108.00	\$ 2,108.00
JR Anderson Customs	\$ 8,000.00	\$ 8,000.00
JR Trotter Excavation	\$ 7,450.00	\$ 7,450.00
Percy Johnson	\$ 1,496.12	\$ 1,496.12
Questar Gas	\$ 926.82	\$ 926.82
Quick Quality Construction Inc	\$ 7,260.00	\$ 7,260.00
RC Willey	\$ 8,787.43	\$ 8,787.43
Sequoia Builders	\$ 30,565.66	\$ 30,565.66
Sequoia Builders	\$ 64,608.59	\$ 64,608.59
Smart Choice Comm	\$ 12,351.28	\$ 12,351.28
Speed E Crete LLC	\$ 520.38	\$ 520.38
The Heating & Cooling Guys	\$ 16,182.00	\$ 16,182.00
Utah County Treasurer	\$ 1,852.12	\$ 1,852.12
Westco Carpets Inc	\$ 12,000.00	\$ 12,000.00
Grand Total	\$ 300,062.25	\$ 300,062.25

Payor**David and Nancy Decker**

Row Labels	CC	Check	Grand Total
216 Captiol	\$ 1,584.76		\$ 1,584.76
Aaron Sinks		\$ 500.00	\$ 500.00
Allwood Cabinet Doors		\$ 2,902.04	\$ 2,902.04
Alside Supply	\$ 1,823.00		\$ 1,823.00
Beehive Brick & Stone	\$ 4,825.34		\$ 4,825.34
Burton Lumber	\$ 871.83	\$ 665.73	\$ 1,537.56
C&S Lewis Construction		\$ 500.00	\$ 500.00
Chariot Sinks	\$ 454.11		\$ 454.11
Cobe Wilkin		\$ 1,390.00	\$ 1,390.00
Color Me Painting		\$ 1,500.00	\$ 1,500.00
Credit: Peterson Plumbing Supply	\$ (179.22)		\$ (179.22)
Credit: Platt Electric	\$ (376.46)		\$ (376.46)
Do It All Drywall		\$ 1,500.00	\$ 1,500.00
Dumpsters & Drywall	\$ 4,484.00		\$ 4,484.00
Edmonds Railing		\$ 926.00	\$ 926.00
Hardware Resources	\$ 1,881.94		\$ 1,881.94
Harper-Kilgore	\$ 2,779.85		\$ 2,779.85
JR Anderson		\$ 1,663.00	\$ 1,663.00
Lightening Specialist	\$ 1,826.51	\$ 1,500.00	\$ 3,326.51
Peterson Plumbing Supply	\$ 5,403.94		\$ 5,403.94
Platt Electric	\$ 3,020.01		\$ 3,020.01
Precious Stone		\$ 3,000.00	\$ 3,000.00
Smith Hardware and Glass	\$ 4,653.15		\$ 4,653.15
Specialty Supply Co	\$ 1,019.29		\$ 1,019.29
Stan Porter		\$ 600.00	\$ 600.00
The Blindman	\$ 5,965.70		\$ 5,965.70
Westco Carpets Inc	\$ 662.24		\$ 662.24
Grand Total	\$ 40,699.99	\$ 16,646.77	\$ 57,346.76

Payor **8 Decker**

Row Labels	Check	Grand Total
Aaron Sinks	\$ 300.00	\$ 300.00
Burton Lumber	\$ 1,188.00	\$ 1,188.00
C&S Lewis Construction	\$ 3,400.00	\$ 3,400.00
Cobe Wilkin	\$ 2,000.00	\$ 2,000.00
Edmonds Railing	\$ 900.00	\$ 900.00
KSR Door	\$ 1,484.00	\$ 1,484.00
Precious Stone	\$ 4,081.00	\$ 4,081.00
Provo City	\$ 1,500.00	\$ 1,500.00
Stan Porter	\$ 1,075.00	\$ 1,075.00
STR Plumbing	\$ 1,040.00	\$ 1,040.00
Westco Carpets Inc	\$ 12,443.20	\$ 12,443.20
Windy Corner Construction	\$ 2,565.00	\$ 2,565.00
Grand Total	\$ 31,976.20	\$ 31,976.20

Exhibit F

Documentation of
Payments

Summary of HUD-1 Settlement Expenses

Payor David Michael Decker

Sum of Amount Row Labels	Column Labels	
	Wire	Grand Total
10/21/2013	80538	80538
First American Title Co	80538	80538
Grand Total	80538	80538

Payor Central Bank

Sum of Amount Row Labels	Column Labels		
	Loan	Wire	Grand Total
10/21/2013	6963.39	88744.15	95707.54
First American Title Co		88744.15	88744.15
Misc Closing Costs (as allowed by contract)	2856.15		2856.15
Origination Charges	4107.24		4107.24
Grand Total	6963.39	88744.15	95707.54



First American Title Company, LLC
578 South State Street Orem, UT 84058

PR: 4000

Ofc: 4320

DATE: 10/21/2013

RECEIPT NO.: 14488768

FILE NO.: 320-5593415

RECEIPT FOR DEPOSIT

FUNDS IN THE AMOUNT OF: \$88,744.15

WERE RECEIVED FROM: Central Bank Pleasant Grove Office

CREDITED TO THE ACCOUNT OF: Other

TYPE OF DEPOSIT: Wire

REPRESENTING: Loan Proceeds

Comments:

Property Location: 2255 North Rock Canyon Circle, Provo, UT 84604

BY: Justin Stratton, 10/21/2013

ESCROW OFFICER: Justin Stratton

"The validity of this receipt, for the deposit referenced,
is subject to clearance by the depository financial institution and credit to our account."

File Copy

Account: 3014480000 - FIRST AMERICAN TITLE INSURANCE AGENCY LLC
Report Date: 10/21/2013
Subject: 3014480000- FED WIRE TRANSFER CREDIT - \$88,744.15

\$88,744.15

ACCOUNT: 3014480000
TYPE: WIRE TRANSFER CREDIT
REF: 20132940542800
IMAD: 20131021QMGFT007001708
OMAD: 20131021L1B78J1C00190510211510FT03
FED: 1000

SNDBKABA: 124300327
SNDBKNAME: CENT BK PROVO
RCVBKABA: 122241255
RCVBKNAME: FST AM TR CO SANA
ORGID: 177101383
ORG: DAVID MICHAEL DECKER SR840 E 900 S OREM UT 84097
OGB:
BNF: 3014480000FIRST AMERICAN TITLE INS CO578 S STATE ST OREM UT 84058
OBI: ESCROW #320-5593415 DAVID MICHAEL DECKER SR ATTN JUSTIN STRATTON

RCVBKINFO:
IBKINFO:
BBKINFO:
BNFINFO:
BBI:
RFB:
PNRM TIME: 10/21/2013 12:11:50
BUSINESS FUNCTION CODE: CTR

Created: 2013-10-21 12:16:45



First American Title Company, LLC
578 South State Street Orem, UT 84058

PR: 4000

Ofc: 4320

DATE: 10/21/2013

RECEIPT NO.: 14488769

FILE NO.: 320-5593415

RECEIPT FOR DEPOSIT

FUNDS IN THE AMOUNT OF: \$80,538.00

WERE RECEIVED FROM: David Michael Decker

CREDITED TO THE ACCOUNT OF: Buyer

TYPE OF DEPOSIT: Wire

REPRESENTING: Funds For Closing

Comments:

Property Location: 2255 North Rock Canyon Circle, Provo, UT 84604

BY: Justin Stratton, 10/21/2013

ESCROW OFFICER: Justin Stratton

"The validity of this receipt, for the deposit referenced,
is subject to clearance by the depository financial institution and credit to our account."

File Copy

Account: 3014480000 - FIRST AMERICAN TITLE INSURANCE AGENCY LLC
Report Date: 10/21/2013
Subject: 3014480000- FED WIRE TRANSFER CREDIT - \$80,538.00

\$80,538.00

ACCOUNT: 3014480000
TYPE: WIRE TRANSFER CREDIT
REF: 20132940571100
IMAD: 2013102111B7031R055157
OMAD: 2013102111B78J1C00203110211523FT03
FED: 1000

SNDEKABA: 121000248
SNDBKNAME: WELLS FARGO NA
RCVBKABA: 122241255
RCVBKNAME: FST AM TR CO SANA
ORGID: 000008891900824
ORG: DAVID M DECKER840 E 900 S OREM UT 84097-6612
OGB:
BNF: 3014480000FIRST AMERICAN TITLE COMPANY, LLC
OBI: ATTN JUSTIN STRATTON FILE NO. 320 5593415 JS PROPERTY 2255
N ROCK CA NYON CIR, PROVO, US, 84604

RCVBKINFO:
IBKINFO:
BBKINFO:
BNFINFO:
BBI:

RFB: 0002802294375675
PNRM TIME: 10/21/2013 12:23:11
BUSINESS FUNCTION CODE: CTP
LOCAL INSTRUMENT CODE:
LOCAL INSTRUMENT PROPRIETARY CODE:
PAYMENT NOTIFICATION INDICATOR:
PAYMENT NOTIFICATION CONTACT EMAIL:
PAYMENT NOTIFICATION CONTACT NAME:
PAYMENT NOTIFICATION CONTACT PHONE:
PAYMENT NOTIFICATION CONTACT MOBILE:
PAYMENT NOTIFICATION CONTACT FAX:
PAYMENT NOTIFICATION END TO END ID:

Created: 2013-10-21 12:26:50

Summary Central Bank Draws

Payor	Central Bank	
Sum of Amount	Column Labels	
Row Labels	Draw	Grand Total
10/21/2013	12351.28	12351.28
Smart Choice Comm	12351.28	12351.28
10/22/2013	5000	5000
Sequoia Builders	5000	5000
11/25/2013	3308	3308
4D Engineers	1200	1200
Inouye Design	2108	2108
12/6/2013	8787.43	8787.43
RC Willey	8787.43	8787.43
12/27/2013	1617.82	1617.82
Sequoia Builders	1617.82	1617.82
1/29/2014	33249.96	33249.96
JR Trotter Excavation	7450	7450
Sequoia Builders	23947.84	23947.84
Utah County Treasurer	1852.12	1852.12
2/14/2014	39484.86	39484.86
Automated Structures	4325.05	4325.05
CCA Concrete	2266.6	2266.6
DR Plumbing	1200	1200
Excel Concrete Inc	24884.81	24884.81
Percy Johnson	1496.12	1496.12
Sequoia Builders	4791.9	4791.9
Speed E Crete LLC	520.38	520.38
3/7/2014	26394.39	26394.39
Automated Structures	4325.05	4325.05
Burton Lumber	15069.34	15069.34
Sequoia Builders	7000	7000
4/11/2014	14000	14000
Sequoia Builders	14000	14000
5/23/2014	39361.07	39361.07
Burton Lumber	10698.1	10698.1
Geminis Electric	8388.52	8388.52
Sequoia Builders	4092.45	4092.45
The Heating & Cooling Guys	16182	16182
6/12/2014	15822.64	15822.64
JR Anderson Customs	8000	8000
Quick Quality Construction Inc	7260	7260
Sequoia Builders	562.64	562.64
6/26/2014	6843.45	6843.45
Sequoia Builders	6843.45	6843.45
8/4/2014	17839.94	17839.94
Alpine Supply Co Inc	1780	1780
Questar Gas	926.82	926.82
Sequoia Builders	15133.12	15133.12
8/20/2014	22639.41	22639.41
5 Star Building Products	5100	5100
Burton Lumber	6829.38	6829.38
C&S Lewis Construction	1025	1025
Sequoia Builders	9685.03	9685.03
8/21/2014	4500	4500
Colormax painting	4500	4500
9/9/2014	21862	21862
5 Star Building Products	2662	2662
Do It All Drywall	16700	16700
Sequoia Builders	2500	2500
10/8/2014	21000	21000
Colormax painting	4000	4000
Gustavo Ramirez	11000	11000
Westco Carpets Inc	6000	6000
10/16/2014	6000	6000
Westco Carpets Inc	6000	6000
Grand Total	300062.25	300062.25



Customer Name DAVID MICHAEL DECKER, SR
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description INVOICE NO: DECKER

10/21/13 **12,351.28

Pay TWELVE THOUSAND THREE HUNDRED FIFTY ONE dollars and 28 cents. *****

To the Order Of SMART CHOICE COMMUNITIES LLC
 704 W 1950 S
 LEHI UT 84043

David Michael Decker, Sr.

⑈0175017⑈ ⑆124300327⑆01012029400⑈ 60

Security Features Included. Details on Back.

MOUNTAIN AMERICA CREDIT UNION
 NORTH OREM 0069
 OREM, UTAH
 TELLER: 1175 SEQUENCE # 5173012
 10/21/2013 17:50:05
 R/T: 324079555

In consideration of payment of this check, payee by endorsing this check waives, releases, and relinquishes all right of lien or claims payee may have up to the date of the date request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full of this check is the entire amount due to payee for all labor and materials to the Property. Payee agrees to indemnify and hold payee harmless from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, that may be asserted against payee or its assignor by any third party as a result of or arising out of any lien or claim of any kind against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any of the above language has been struck or modified by the payee or endorser.


77-3271243
Customer Name DAVID MICHAEL DECKER, SR 175609
Location LOT 3, PLAT A, TEMPLE VIEW COTTA
Description INV# 2089 BUILDER FEE

10/22/13 ***5,000.00

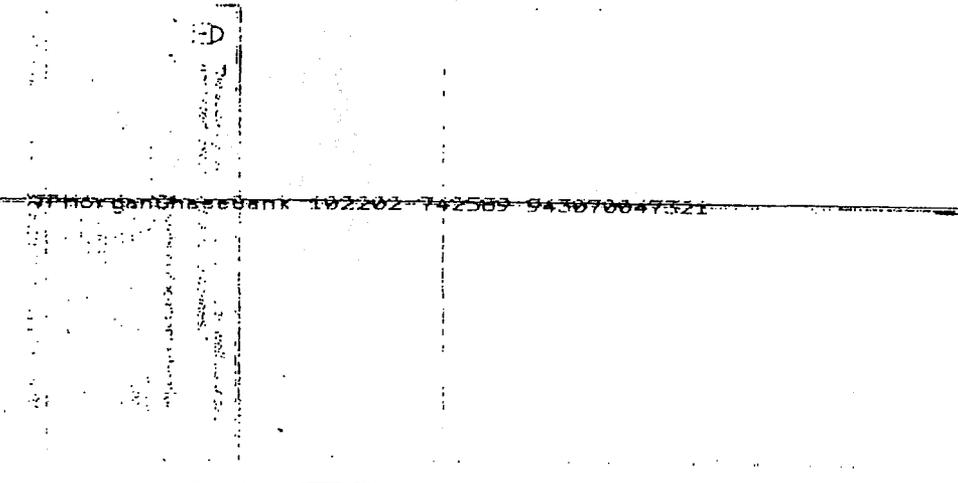
Pay FIVE THOUSAND dollars exactly. *****

To the SEQUOIA BUILDERS
 Order 1916 NORTH 800 WEST
 Of OREM UT 84057

David M. Decker

⑆0175609⑆ ⑆124300327⑆01012029400⑆ 60

IC Group 800-733-4277 LC-7



In consideration of payment of this check, payee by depositing this check, waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the date indicated described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claim, or expense incurred by them by reason of or arising out of any loss or claim made against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be enforceable if any of the above language has been stricken or modified by the payee or endorser.

BY: *David M. Decker*



SPRINGVILLE • PRIMO • SPANISH FORK • RIVERSIDE PLAZA
MAPLETON • PRYSDON • OREN • AMERICAN FORK • LEM
PLEASANT GROVE

87-32/1143

Customer Name
Location
Description

DAVID MICHAEL DECKER, SR
LOT 3, PLAT A, TEMPLE VIEW
INVOICE 2726
ERA

11/25/13

***2,108.00

Pay TWO THOUSAND ONE HUNDRED EIGHT dollars exactly. *****

To the Order OF INOUYE DESIGN, LLC
1443 W 800 N
STE. 102
OREM UT 84057

David Michael Decker, Sr.

⑆0173792⑆ ⑆124300327⑆01012029400⑆ 60

IC Group 855-733-4277

ENCLOSURE

CAPITAL COMMUNITY BANK
12/13/2013
12:04:30
MTHREET
TMID 9203471343463

ENCLOSURE
In consideration of payment of this check, payee by requesting this check, waives, releases, and relinquishes all right of lien or claim against the bank or any other party, and agrees to indemnify the bank from all claims, damages, and expenses, including reasonable attorney's fees, incurred by the bank or any other party, from the date of this check until the date of payment of this check. This instrument shall not be enforceable if any of the above language has been altered or modified by the payee or endorser.
By *David Michael Decker, Sr.*

5512905

2123060413 / 32677679
214472626 / 32677689



SPRINGVILLE • PLYMOUTH • BRANSH FORK • RIVERSIDE PLAZA
HAIPLETON • HAYBOM • OREM • AMERICAN FORK • LEE
PLEASANT GROVE

Customer Name
Location
Description

DAVID MICHAEL DECKER, SR
LOT 3, PLAT A, TEMPLE VIEW
ORDER 32614016
ERA

UT 153640965
11/14

12/06/13

***8,787.43

Pay EIGHT THOUSAND SEVEN HUNDRED EIGHTY SEVEN dollars and 43 cents. *****

To the Order OF RC WILLEY
40 EAST 1300 S
OREM UT 84058

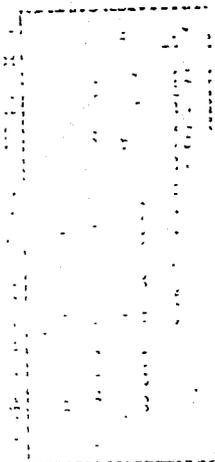
[Signature]

A-2144726264
Apply to orders 32686246, 32677689, 32677679

⑈0177504⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 800-733-4277

LC7



In consideration of payment of this check, payee by requesting this check waiver, releases, and relinquishes all right of use or claim, payee may have up to the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date at the residence of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claim, or expense incurred by them by reason of or resulting out of any loss or claim made against the owner of the Property or labor or material in the instance of payee. This instrument shall not be negotiable if any of the above language has been stricken or modified by the payee or payee's agent.

BY *[Signature]*
RC WILLEY



87-32/1243

Customer Name DAVID MICHAEL DECKER, 98178814
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description INV#31987 REIMBURSE FOR PERMIT ALN

12/27/13 . . . ***1,617.82

Pay ONE THOUSAND SIX HUNDRED SEVENTEEN dollars and 82 cents. *****

To the Order Of SEQUOIA BUILDERS
 1916 NORTH 800 WEST
 OREM UT 84057

[Handwritten Signature]

⑆0178814⑆ ⑆124300327⑆01012029400⑆ 60

IC Group 800-733-4277

LC7

In consideration of payment of this check, payee by negotiating this check waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the date requested on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any loss or delay made upon the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any of the above paragraphs has been stricken or modified by the payee or endorser.

BY *[Signature]*

Security features included. Details on back.



SPRINGVILLE • PRIMO • SPANISH FORK • RIVER OF PLAZA
MAPLETON • RAY BOON • DREW • AFRICAN FORK • LISA
PLEASANT GROVE

87-3211943

Customer Name DAVID MICHAEL DECKER, 93180205
Location LOT 3, PLAT A, TEMPLE VIEW COTTA
Description INV EXCAVATION & BACKFILL

1/29/14 ****7,450.00

pay SEVEN THOUSAND FOUR HUNDRED FIFTY dollars exactly. *****

To the Order Of JR TROTTER EXCAVATION LLC
910 E MAIN CANYON RD
WALLSBURG UT 84082

[Signature]

⑆0180205⑆ ⑆124300327⑆01012029400⑆ 60

© Group 800-733-377

107

>125107037<
0011 0165 000500 191001
American West Bank >125107037
02/05/2014
191001833

148285 5881 808588 >125187837<

CREDIT TO THE ACCOUNT OF
THE WITHIN NAMED PAYEE
AMERICANWEST BANK

In consideration of payment of this check, payee by endorsing this check, waives, releases, and relinquishes all right of lien or claim payee may have on the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud and perjury that the Property has been paid for by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date in the balance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or material or by any subcontractor of payee. This instrument shall not be negotiable if any of the above conditions have been written or modified by the payee.



97-52/1243

Customer Name DAVID MICHAEL DECKER, S#180956
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description INV 1321

2/14/14 ***1,200.00

Pay ONE THOUSAND TWO HUNDRED dollars exactly. *****

To the Order OF DR PLUMBING CO
 16 SOUTH 600 WEST
 LINDON UT 84042

[Handwritten signature]

⑈0180956⑈ ⑆124300327⑆01012029400⑈ 60

IG Group 800-733-4277

LC-7

<124301025> 7100070019 02-19-2014

In consideration of payment of this check, payee by executing this check, waives, releases, and relinquishes all right of lien or claim, payee may have up to the date of this law request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the supplier of all labor and materials to the Property incurred up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claims, or amounts incurred by them by reason of or arising out of any lien or claim against the Property by any supplier of labor or material as the instance of payee. This instrument shall not be negotiable if any of the above language has been stricken or amended by the payee. *[Signature]*
 By *[Signature]* Plumbing
 5101738



Customer Name DAVID MICHAEL DECKER, SR 180957
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description

2/14/14 ***1,496.32

Pay ONE THOUSAND FOUR HUNDRED NINETY SIX dollars and 32 cents. *****

To the Order of PERCY JOHNSON
 553 W LAKEVIEW DR
 LINDON UT 84042

[Signature]

⑆0180957⑆ ⑆124300327⑆ ⑆01012029400⑆ ⑆60

Group 800-733-4277

LC-7

>324377765<
 ALPINE CU
 OREM, UT
 2/19/2014
 TELLER 0206 BATCH 43311

In consideration of payment of this check, payee by negotiating this check waives, releases, and relinquishes all right of lien or claim payee may have up to the date of this draw request described on the reverse side hereof (the "Draw Date"). Upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and represents under penalty of perjury that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date as the suppliers of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claim, or expense incurred by payee by reason of or arising out of any lien or claim made against the Property by any supplier of labor or material in the absence of payee. The indemnity shall not be applicable if any of the above allegations are not actually or fraudulently made by the payee.

BY *[Signature]*



97-32/1243

Customer Name DAVID MICHAEL DECKER, **\$8180958**
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description INV 2755

2/14/14 ***2,266.60

Pay TWO THOUSAND TWO HUNDRED SIXTY SIX dollars and 60 cents. *****

To the Order of CCA CONCRETE LLC
 PO BOX 171
 RIVERTON UT 84065

[Handwritten Signature]

⑈0180958⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 832-733-4217

LC-7

Security Features Included. Details on Back.

MOUNTAIN AMERICA CREDIT UNION
 RIVERTON 0063
 RIVERTON, UTAH
 TELLER: 1996 SEQUENCE # 3996966
 2/19/2014 16:07:11
 R/T: 324079555

Claire Appling
 CCA Concrete
 8517877

By *[Signature]*
 In consideration of payment of this check, payer by accepting this check, waives, releases, and relinquishes all rights and claims and/or may have up to the date of this check as described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payer warrants and guarantees under penalty of fraud that payment in full has been made by payer to the supplier of all labor and materials to the Property acquired up to the Date of the Property and Central Bank of its agents, from any loss, claim, or expense incurred by them by reason of or arising out of any loss or claim made against the Property by any supplier of labor or material at the instance of payer. This instrument shall not be negotiable if any of the above language has been stricken or modified by the payer or endorser.



SPRINGVILLE • PROVID • SPANISH FORK • RIVERSIDE PLAZA
MAPLETON • PAYSCH • OREM • AMERICAN FORK • LEHI
PLEASANT GROVE

97-321243

Customer Name DAVID MICHAEL DECKER, SB180960
Location LOT 3, PLAT A, TEMPLE VIEW COTTA
Description INV SPCEM228

2/14/14 *****520.38

Pay FIVE HUNDRED TWENTY dollars and 38 cents. *****

To the Order Of SPEED E CRETE CONCRETE LLC
836 E CENTER
SPANISH FORK UT 84660

David Michael Decker

⑈0180960⑈ ⑆124300327⑆01012029400⑈ 60

IG Group 800-733-4277

107

Security features included. Debit on Back.

>124300327
Central Bank
02/19/2014 0086
R0012 B0121 S0116
06112160

140219 0616 011670 >124300327<

In consideration of payment of this check, payee by endorsing this check, waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the date required described on the reverse side hereof (the "Draw Date") upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of perjury that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of the endorsement of payee. This instrument shall not be negotiable. If any of the above language has been stricken or modified by the payee, the above language shall be deemed to have been stricken or modified by the payee.

David Michael Decker
02/12/2014



97-3271243

Customer Name DAVID MICHAEL DECKER, SR 8180964
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description INV 135106

2/14/14 ****4,791.90

Pay FOUR THOUSAND SEVEN HUNDRED NINETY ONE dollars and 90 cents. *****

To the SEQUOIA BUILDERS
 Order 1916 NORTH 800 WEST
 Of OREM UT 84057

David Michael Decker, Sr.

⑆0180964⑆ ⑆124300327⑆ ⑆012029400⑆ ⑆0

IC Group 800-733-4277

LC-7

In consideration of payment of this check, payee by accepting this check, waives, releases, and relinquishes all right of lien or claim payee may have up to the date of this check against the property described on the reverse side hereof (the "Property"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property shown on the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any lien or claim made against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any of the above language has been inserted or modified by the payee or endorser.

BY *David Michael Decker, Sr.*

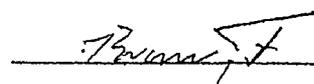

 Since 1871
CENTRAL BANK
 SPRINGVILLE • PROVO • SPANISH FORK • RIVEREDGE PLAZA
 MAPLETON • PAVON • OREM • AMERICAN FORK • LEHI
 PLEASANT GROVE

97-22/1243
 Customer Name **DAVID MICHAEL DECKER, SR**
 Location **LOT 3, PLAT A, TEMPLE VIEW COLTIA**
 Description **SEQUOIA BUILDERS
SEE DRAW 7 ERA**

3/07/14 **15,069.34

Pay **FIFTEEN THOUSAND SIXTY NINE dollars and 34 cents.** *****

To the Order of **BURTON LUMBER
1431 W 70 S
LINDON UT 84042**

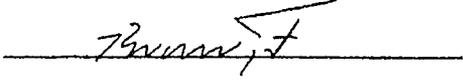
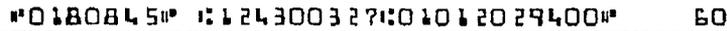


⑆0180843⑆ ⑆124300327⑆01012029400⑆ 60

IC Group 800-733-4277

In consideration of payment of this check, payee by negotiating this check waives
 release of payment of this check, payee by negotiating this check waives
 of the check, payee by negotiating this check waives
 the property of the check, payee by negotiating this check waives
 and furnished to the Property. Payee warrants and guarantees under penalty of fraud
 that payment in full has been made by payee to the supplier of all labor and
 materials to the Property included up to the Draw Date at the instance of payee.
 Payee agrees to indemnify and hold harmless the owner of the Property and Central
 Bank or its assigns, from any loss, claim, or expense incurred by them by reason
 of or arising out of any liens or claims made against the Property by any supplier of
 labor or material to the instance of payee. This instrument shall not be
 enforceable if any of the above language has been stricken or modified by the
 payee or tender.

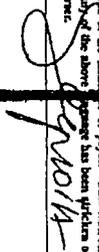
**BURTON LUMBER
FOR DEPOSIT ONLY
ZION BANK
002-212264**

 <p>97-32/1943</p> <p>CENTRAL BANK</p> <p>SPRINGVILLE • PLYMOUTH • SPANISH FORK • RIVERSIDE PLAZA MAPLETON • PAYSON • OREM • AMERICAN FORK • LEBANON PLEASANT GROVE</p>	Customer Name	DAVID MICHAEL DECKER, SR	0180845
	Location	LOT 3, PLAT A, TEMPLE VIEW COTTA	
	Description	INV 2121 FRAMING	
		ERA	
		3/07/14	***7,000.00
Pay SEVEN THOUSAND dollars exactly. *****			
To the Order Of	SEQUOIA BUILDERS 1916 NORTH 800 WEST OREM UT 84057		
		60	

IC Group 800-733-4277

LC-7

In consideration of payment of this check, payee by negotiating this check, waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee agrees to indemnify and hold the Bank harmless under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property hereon. Payee agrees to indemnify and hold the Bank or its assignee, from and against all claims, or expenses incurred by them by reason of or arising out of any claim or claim made against the Property by any supplier of labor or material at the instance of payee. This agreement shall not be negotiable if any of the above language has been written or modified by the payee or endorser.

BY 

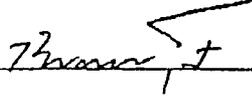

 97-3271243
CENTRAL BANK
 SPRINGVILLE • PROVO • SHARISH FORK • WYVERNIDE PLAZA
 MAPLETON • PLYMOUTH • OREM • AMERICAN FORK • LEHI
 PLEASANT GROVE

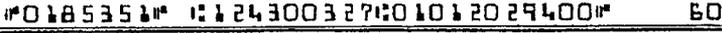
Customer Name **CENTRAL BANK PG OFFICE 0185351**
 Location
 Description **INV#2138 ADDITIONAL FRAMING ALN**

5/23/14 ****4,092.45

Pay **FOUR THOUSAND NINETY TWO dollars and 45 cents. *******

To the Order Of **SEQUOIA BUILDERS
 1916 NORTH 800 WEST
 OREM UT 84057**





IC Group 800-733-4277 107

Security features included. Details on Back

In consideration of payment of this check, payee by endorsing this check, warrant, release, and relinquishes all right, title, or claim payee may have up to the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property indicated by the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claim, or expense incurred by them by reason of or arising out of any loss or claim made against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any of the above representations have been withdrawn or modified by the payee or endorser.

BY 

ACCOUNT OF
 NAMED PAYEE
 DEPOSIT ONLY
 CHASE BANK, N.A.


 97-32/1243
 CENTRAL BANK
 SPRINGVILLE • PROVO • SPANISH FORK • WASHINGTON PLAZA
 MAPLETON • PAYSON • OREM • AMERICAN FORK • LEHI
 PLEASANT GROVE

Customer Name: CENTRAL BANK PG OFFICE 0185352
 Location: INV#5470614, 3436059, 346165
 Description: WINDOWS DOORS EXTRA LUMBER AN
 Customer # 282084.0050

5/23/14 **10,698.10

Pay TEN THOUSAND SIX HUNDRED NINETY EIGHT dollars and 10 cents. *****

To the Order of: BURTON LUMBER
 SLC
 PO BOX 27206
 SALT LAKE CITY UT 84127-0206

Burton J

@0185352# 12430032701012029400# 60

IC Q-049 800-733-1277 LC-7

In consideration of the purchase of the property described herein, the undersigned hereby certifies that the amount of the check is for the purchase price of the property and that the check is not to be cashed or otherwise negotiated until the date of the closing of the property. The undersigned further certifies that the check is not to be cashed or otherwise negotiated until the date of the closing of the property. The undersigned further certifies that the check is not to be cashed or otherwise negotiated until the date of the closing of the property. The undersigned further certifies that the check is not to be cashed or otherwise negotiated until the date of the closing of the property.

BY: _____
 ZION BANK
 002-212264



87-3291243

Customer Name CENTRAL BANK PG OFFICE 0185353
 Location
 Description INV#3 ELECTRICAL ALN

5/23/14 ***8,388.52

Pay EIGHT THOUSAND THREE HUNDRED EIGHTY EIGHT dollars and 52 cents. *****

To the Order Of GEMINIS ELECTRIC INC
 980 W 2100 N
 PROVO UT 84604

[Handwritten Signature]

⑈0185353⑈ ⑆124300327⑆01012029400⑈ 60

© Group 800-733-4277

UD-7

In consideration of payment of this check, payee by endorsing this check, waives, releases, and relinquishes all right, title, and interest in and to the amount of the draw request described on the reverse hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of perjury that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred by the owner of the Property and Central Bank or its staff, from any loan, claims, or charges incurred by them by reason of or in connection with the Property. This instrument shall not be enforceable if any of the above statements have been falsified or modified by the payee.

[Handwritten Signature]
 Geminis Electric Inc



SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA
MARKETON • THYSON • ORETI • AMERICAN FORK • LEHI
PLEASANT GROVE

97-32/1943

Customer Name CENTRAL BANK PG OFFICE 0185354
Location
Description INV# 6173 HVAC ALN

5/23/14 **16,182.00

Pay SIXTEEN THOUSAND ONE HUNDRED EIGHTY TWO dollars exactly. *****

To the Order Of THE HEATING & COOLING GUYS, INC
2506 W 1210 N
PROVO UT 84601

[Handwritten Signature]

⑈0185354⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 800-733-4277

LC7

⑆124301025⑆⑆4100020070⑆05⑆27⑆2014

In consideration of payment of this check, payee by endorsing this check warrants, releases, and agrees that it has no claim or demand against the drawer or any other party who may have up to the date of the date requested on the reverse side hereof (the "Draw Date"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees that the Property and materials to the Property located on the Draw Date at the residence of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assignee, from any loss, claim, or expense, incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or material at the residence of payee. This instrument shall not be applicable if any of the above language has been struck through or modified by the payee or endorser.

BY *Heating Cooling Guys*
6/1/14

 <p>97-3271843</p> <p>CENTRAL BANK</p> <p>SPRINGVILLE • PROVO • SPANISH FORK • RIVERBEND PLAZA MAPLETON • PLYMOUTH • OREM • AMERICAN FORK • LEHI PLEASANT GROVE</p>	Customer Name	DAVID MICHAEL DECKER, S0186077
	Location	LOT 3, PLAT A, TEMPLE VIEW COTTA
	Description	INV38822 TRUSSES
		6/12/14 *****562.64
Pay FIVE HUNDRED SIXTY TWO dollars and 64 cents. *****		
To the Order Of	SEQUOIA BUILDERS 1916 NORTH 800 WEST OREM UT 84057	
		
		⑈0186077⑈ ⑆124300327⑆01012029400⑆ 60

IC Group 800-733-4277

Security Features Included Details on Back

In consideration of payment of this check, upon by registering this check, we warrant, release, and relinquish all right of claim or demand, in any way, up to the date of the above request described on the reverse hereof (the "Property"). The warrant affirms that this check is payment for labor and material that were actually performed upon and furnished to the Property. Payee warrants and assumes under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Date of the Instance of payment. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or material to the Property, of which the Instance of payment shall not be regarded as a discharge, if any of the above language has been stricken or modified by the payee or endorser.

BY 



87-32/1243

Customer Name CENTRAL BANK PG OFFICE 0186636
 Location
 Description INV#2145, 2139 BUILDER FEE
 ROOFING ALN

6/26/14 ***6,843.45

Pay SIX THOUSAND EIGHT HUNDRED FORTY THREE dollars and 45 cents. *****

To the SEQUOIA BUILDERS
 Order 1916 NORTH 800 WEST
 Of OREM UT 84057

[Handwritten Signature]

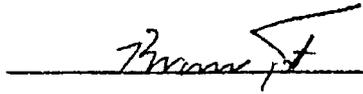
⑈0186636⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 800-733-4777

LC-7

In consideration of payment of this check, payee by negotiating this check waives, releases, and relinquishes all right of first refusal payee may have up to the date of the draw request described on the reverse of this check (the "Draw Date"), upon the condition that the Property described on the reverse of this check (the "Property"), upon the date that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been received by payee as the supplier of all labor and materials to the Property furnished to the Property as the supplier of all labor and materials. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any and all claims, suits, or expenses incurred by them by reason of or arising out of payment of this check against the Property by any supplier of labor or material of the kind of payee. This instrument shall not be negotiable if any of the above terms have been stricken or modified by the payee or endorser.

BY ~~REDEEMED~~ *[Signature]*
 WITHIN NAMED PAYEE
 FOR DEPOSIT ONLY
 JPMorgan Chase Bank, N.A.

 <p>97-5271943</p> <p>CENTRAL BANK</p> <p>SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA MAPLETON • PAYSCH • OREM • AMERICAN FORK • LENO PLEASANT GROVE</p>	Customer Name	DAVID MICHAEL DECKER, #188306
	Location	LOT 3, PLAT A, TEMPLE VIEW COTTA
	Description	INV#2139, 2145 BUILDER FEE ROOFING ALN
		8/04/14 ***5,000.00
Pay FIVE THOUSAND dollars exactly. *****		
To the Order of	SEQUOIA BUILDERS 1916 NORTH 800 WEST OREM UT 84057	
		
⑈0188306⑈ ⑆124300327⑆01012029400⑈		60

IC Group 800-733-4277

LC-7

PP Morgan Chase Bank 080508 740456 547100050374

In consideration of payment of this check, payee by negotiating this check waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the date requested on the reverse side hereof (the "Date Due"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment in full of all amounts due to payee from the Property and that payment in full has been received by payee. This instrument shall not be assignable to the property interest in the Property, and shall be null and void if any of the above is untrue. This instrument shall not be assignable if any of the above is untrue. This instrument shall not be assignable if any of the above is untrue. This instrument shall not be assignable if any of the above is untrue.

BY 

26 78 002002

Security Features: Includes Security Markings



CENTRAL BANK
 SPRINGVILLE • FREDON • SPANISH FORK • RIVERSIDE PLAZA
 MAPLETON • PAYSCH • DREEM • AMERICAN FORK • LEHI
 PLEASANT GROVE

97-32/1243

Customer Name **DAVID MICHAEL DECKER, 90188304**
 Location **LOT 3, PLAT A, TEMPLE VIEW COTTA**
 Description **INV#SJ0001457370 GAS SERVICE LINE ALN**

8/04/14 *****926.82

Pay **NINE HUNDRED TWENTY SIX dollars and 82 cents. *******

To the Order Of **QUESTAR GAS
 PO BOX 45841
 SALT LAKE CITY UT 84139**

David Michael Decker

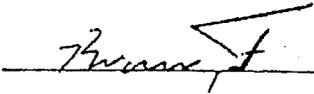
⑆0188304⑆ ⑆124300327⑆01012029400⑆ 60

IC Group 800-735-4277 LC-7

080814 709369 53 >12400012<
 0000000000 10 QUESTAR GAS 121212121
 IE Item Wells Fargo 26 ON CHARLES
 DO NOT DEPOSIT LNDRG SLC UT

In consideration of payment of this check, payee by negotiating this check, release, and relinquishes all right of lien or claim, payee may have up to the date of the date required to be returned to the payee, the "Draw Date" upon the property described in the reverse side hereof, the "Property". The payee certifies that this check is not or was not issued for the purpose of securing any debt or liability of the payee, and that the payee is not or was not a party to any debt or liability of the payee. Payment in full has been made by payee to the suppliers of all labor and materials in the Property incurred up in the Draw Date or the incidence of payee. Payee agrees to indemnify and hold harmless the payee of the Property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any loss or claims made against the payee by any supplier of labor or material in the reverse side of this check. This instrument shall not be negotiable if any of the above language has been stricken or modified by the payee or endorser.

QUESTAR GAS CHECK # 121212121
 KERRY LIPSON
 Remittance
Kerry Lipson

 <p>87-5271243</p> <p>CENTRAL BANK</p> <p>SPRINGVILLE • PROVO • SPANISH FORK • RIVERDALE PLAZA MAPLETON • PAYSON • OREM • AMERICAN FORK • LDS PLEASANT GROVE</p>	Customer Name	DAVID MICHAEL DECKER SR	0188587
	Location	LOT 3, PLAT A, TEMPLE VIEW COTTA	
	Description	INVOICE 2147 EXTRA MATERIALS, LABOR FOR DECK & INSTALL ERA	
		8/20/14	***2,327.50
Pay TWO THOUSAND THREE HUNDRED TWENTY SEVEN dollars and 50 cents. *****			
To the Order of	SEQUOIA BUILDERS 1916 NORTH 800 WEST OREM UT 84057		
			
	⑈0188587⑈ ⑆1243003227⑆01012029400⑈		60

IC Group 800-733-4277

Security Features included. Check on Back.

LC-7

In consideration of payment of this check, payee by negotiating this check, waives, releases, and relinquishes all right of lien or claim, payee may have up to the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees, under penalty of fraud and perjury, that payment in full has been made by payee to the suppliers of all labor and materials, to the Property Insurer, up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assignee, from any loss, claims, or expenses incurred by them by reason of or arising out of any legal or claims made against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any of the above language has been stipulated or modified by the payee or endorser.

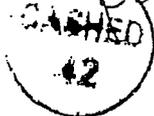
BY 



97-02/1243

Customer Name DAVID MICHAEL DECKER SR
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description CONCRETE STAIRS, PORCH
 ERA

0188588



8/20/14 ***1,025.00

Pay ONE THOUSAND TWENTY FIVE dollars exactly. *****

To the Order Of C&S LEWIS CONSTRUCTION
 1369 E 1440 S
 SPANISH FORK UT 84660

0042 8/22/14 12:04:33 000570
 TRANSIT CASHED CHECK - BSA
 +++++0000

1,025.00

⑈0188588⑈ ⑆124300327⑆010120294008221400027700001⑈ 60

IC Group 800-733-4277

1C-7

4022 0604002770 >124300327<

>124300327
 Central Bank
 08/22/2014 000570
 R0011 B0039 S0027
 9999999999

BY

In consideration of payment of this check, payee by negotiating this check, makes, releases, and relinquishes all rights in, claims, payee may have upon the date of the above request identified on the reverse side hereof the "Property". The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date at the time of this Project. Payee agrees to indemnify and hold harmless the owners of the Property and Central Bank or its assigns, from any loss, claims or expenses incurred by them by reason of or in respect of any loss or claim made against the Property by any supplier of labor or materials to the Property. This instrument shall not be negotiable if any of the above language has been stricken or modified by the payee or any other person.



97-3271243

CENTRAL BANK
SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA
MARLETON • RAYSON • OREM • AMERICAN FORK • LDHI
PLEASANT GROVE

Customer Name DAVID MICHAEL DECKER SR
Location LOT 3, PLAT A, TEMPLE VIEW COTTA
Description INSULATION
ERA

8/20/14 ***5,100.00

Pay FIVE THOUSAND ONE HUNDRED dollars exactly. *****

To the Order Of 5 STAR BUILDING PRODUCTS
1663 N 980 W
OREM UT 84057

Sequora Bldg. Inv 165

[Signature]

⑈0188589⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 800-733-4277

LC-7

1781526465

FOR DEPOSIT ONLY
5 STAR BUILDING PRODUCTS LLC 02713
7404819874

In consideration of payment of this check, payee by endorsing this check waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the draw request described herein. The payee certifies that the check is not a payment for labor and materials that were actually performed upon and furnished to the Property. Payee's written and guaranteed under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property, and that payee is the owner of the Property and Central Bank of its agents, from any lien, claim, or expense incurred by them by reason of or arising out of or any basis or claim made against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any party to the check or check is a partner, officer, director, or agent of Wells Fargo Bank, N.A. - UTAH.

Security features included. Details on back.



87-591243

Customer Name DAVID MICHAEL DECKER SR 0188500
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description CONCRETE CUTTING, INV 2148 MAN
 AGE FEE, TEMP UTIL, TRASH, ROOF

8/20/14 ***7,357.53

Pay SEVEN THOUSAND THREE HUNDRED FIFTY SEVEN dollars and 53 cents. *****

To the Order Of SEQUOIA BUILDERS
 1916 NORTH 800 WEST
 OREM UT 84057

[Handwritten Signature]

⑈0188590⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 800-733-4277

LC-7

In consideration of payment of this check, payee by negotiating this check waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property incurred up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assign, from any loss, claims, or expenses incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or material at the instance of payee. This agreement shall not be negotiable if any of the above language has been stricken or modified by the payee or endorser.

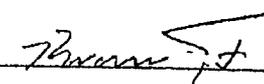
BY *[Handwritten Signature]*


 07-02/1243
CUSTOMER NAME DAVID MICHAEL DECKER SR
LOCATION LOT 3, PLAT A, TEMPLE VIEW COITA 0188591
DESCRIPTION 3437038 ERA

8/20/14 ***6,829.38

Pay SIX THOUSAND EIGHT HUNDRED TWENTY NINE dollars and 38 cents. *****

To the Order of BURTON LUMBER
 SLC
 PO BOX 27206
 SALT LAKE CITY UT 84127-0206



⑆0188591⑆ ⑆24300327⑆⑆01012029400⑆ 60

IC Group 800-733-4227 LC-7

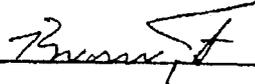
The undersigned hereby certifies that the above information is true and correct to the best of my knowledge and belief.

Signature: _____
 Title: _____

Burton Lumber

BY BURTON LUMBER
 FOR DEPOSIT ONLY
 ZION BANK
 002-212264

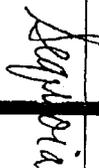
In consideration of the purchase price of the property hereinbefore described, the undersigned hereby certifies that the above information is true and correct to the best of my knowledge and belief.

 <p>CENTRAL BANK SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA MAPLETON • RIVINGTON • OREM • AMERICAN FORK • LEBANON PLEASANT GROVE</p>	87-3271243	Customer Name	DAVID MICHAEL DECKER SR. 0190516
		Location	LOT 3, PLAT A, TEMPLE VIEW COTTA
		Description	FINISH LABOR INV 2149 ERA
		9/09/14	***2,500.00
Pay TWO THOUSAND FIVE HUNDRED dollars exactly. *****			
To the Order of	SEQUOIA BUILDERS 1916 NORTH 800 WEST OREM UT 84057		
			
⑆0190516⑆ ⑆124300327⑆01012029400⑆		60	

IC Group 800-733-4277

LC-7

In consideration of payment of this check, payee by negotiating this check, warrants, represents, and relinquishes all right of them or claims payee may have up in the date of the draw request described on the reverse side hereof (the "Draw Date"), upon the date this check is cashed or otherwise cashed (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property herein. Payee agrees to indemnify and hold the Bank or its assigns, from any liability or claims, or expenses incurred by them by reason of or arising out of any labor or materials made against the Property by any supplier of labor or material at the time of payment. This instrument shall not be negotiable if any of the above payee or endorser.

BY 

97-331243

Customer Name **DAVID MICHAEL DECKER SR0190514**
 Location **LOT 3, PLAT A, TEMPLE VIEW COTTA**
 Description **GARAGE DOORS ESTIMATE**
ERA

CENTRAL BANK
 SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA
 MAPLETON • PRYSON • OREM • AMERICAN FORK • LEP
 PLEASANT GROVE

9/09/14 ***2,662.00

Pay **TWO THOUSAND SIX HUNDRED SIXTY TWO** dollars exactly. *****

To the Order Of **5 STAR BUILDING PRODUCTS**
1663 N 980 W **UT 84057**
OREM

Sequoia Inv 1607

[Signature]

⑈0190514⑈ ⑆124300327⑆01012029400⑈ 60

IC Group 800-733-4277

6

141031 1003 001650 >124300327<

>124300327<
 Central Bank
 10/31/2014 0010-0001
 R0011 00046 6001
 9
 PAY TO THE ORDER OF
 CENTRAL BANK
 OREM UT 84057
 124300327
 5 STAR BLDG PROD, LLC
 101512946

In consideration of payment of this check, payee by negotiating this check, warrants, releases, and assigns to the bank all right of lien or claim payee may have upon the face of the item, subject to the right of the bank to debit the reserve account for the face of the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the supplier of all labor and materials on the Property, assigned up to the Draw Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Central Bank or its assigns, from any loss, claim, or expense incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or materials of the instance of payee. This instrument shall not be negotiable if any of the above language has been stricken or modified by the payee or endorser.

[Signature]

97-32/1243



CENTRAL BANK
SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA
 MAPLETON • PAYSON • OREM • AMERICAN FORK • LEHI
 PLEASANT GROVE

Customer Name **DAVID MICHAEL DECKER SR0190515**
 Location **LOT 3, PLAT A, TEMPLE VIEW COTTA**
 Description **INVOICE 271**
ERA

9/09/14 **16,700.00

Pay SIXTEEN THOUSAND SEVEN HUNDRED dollars exactly. *****

To the Order Of **DO IT ALL DRYWALL INC
 BOX 807
 RIVERTON UT 84065**

258414

Briman JT

⑈0190515⑈ ⑆124300327⑆01012029400⑈ 60

Security feature included. Details on Back.

IC Group 800-733-4277 LC-7

384377202<
CYPRUS CU
RIVERTON
 9/10/2014
TELLER 599 BATCH 42920

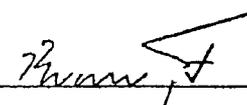
This instrument features the 2D below as well as those Security Features:
 Result of document alteration:
 Other features:
 Security Features:
 FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

ENDORSE HERE

X In consideration of payment of this check, payee by endorsing this check, waives, releases, and relinquishes, all rights of lien or claim, payee may have up to the date of the date required described on the reverse side hereof (the "Draw Date") upon the property described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property; Payee warrants and guarantees under penalty of fraud and perjury that payment in full has been made by payee to the supplier of all labor and materials used in the Property; Payee warrants and guarantees under penalty of fraud and perjury that payment in full has been made by payee to the holder of the Property and Central Bank or its assignee, from any loss, claims, or expenses incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or material at the instance of payee. This instrument shall not be negotiable if any of the above language has been stricken or modified by the payee or endorser.

BY _____

David Decker

 <p>CENTRAL BANK SPRINGVILLE • PROVO • SPANISH FORK • RIVERSIDE PLAZA MAPLETON • PLYMOUTH • DREW • AMERICAN FORK • LEBANON PLEASANT GROVE</p>	97-3271243	Customer Name	DAVID MICHAEL DECKER SR 0191874
		Location	LOT 3, PLAT A, TEMPLE VIEW COPA
		Description	COLORMAX PAINTING INV 124 ERA
		10/08/14	***4,000.00
Pay FOUR THOUSAND dollars exactly. *****			
To the Order Of	COLORMAX PAINTING LLC 60 N 800 W PROVO UT 84601		
			
⑈0191874⑈ ⑈124300327⑈01012029400⑈		60	

IC Group 800-733-4777

Security features included. Details on Back.

>324377820<
 Utah Community Bank
 10/08/2014 0001-
 R0001 B0045 5003

BY DAVID MICHAEL DECKER SR ONLY COLORMAX PAINTING

In consideration of payment of this check, payee by endorsing this check waives, releases, and relinquishes all right of lien or claim payee may have up to the date of the date required to be received on the reverse side hereof (the "Time Date"), upon the condition that this check is presented for cash and that the payee certifies that this check is for payment for labor and materials that were actually performed upon and furnished to the property, payee warrants and guarantees under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the property incurred up to the Time Date at the instance of payee. Payee agrees to indemnify and hold harmless the owner of the property and Central Bank or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any liens or claims made against the property by any supplier of labor or material at the instance of payee. This instrument shall not be responsible for any loss or damage above language has been stricken or modified by the payee or endorser of this check.



97-22/1243



Customer Name DAVID MICHAEL DECKER SR0191875
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description PRECIOUS STONE JOB 140 ERA

10/08/14 ***4,000.00

Pay FOUR THOUSAND dollars exactly. *****

To the Order Of GUSTAVO RAMIREZ
 185 NORTH 1100 WEST
 PROVO UT 84601
 10/10/2014 12:41:08 35-400
 Transit Cashed Item

4,000.00 *[Signature]*

⑈0191875⑈ ⑆124300327⑆01012029400⑈ 60

XC Group 800-733-4177

LC-7

Security Features Reduced Details on Back

41010 0507 004500 >124300327<

>124300327<
 Central Bank
 10/10/2014 00:00:00
 R0011 B0047 8000000000
 999999999999

BY *[Signature]*
 10/6/19672 9X 2/15

In consideration of payment of this check, payee by negotiating this check, warrants, releases, and relinquishes all right of lien or claim payee may have upon the check or the debt represented on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees that the Property of funds that payment in full has been made by payee to the suppliers of all labor and materials to the Property, and that payee has no claim, demand, or expense against the Property or any person, firm, or corporation, from any person, firm, or corporation, on account of the labor and materials furnished to the Property. Payee agrees to indemnify and hold harmless the bank of the Property and Central Bank of or from any person, firm, or corporation, from any claim, demand, or expense incurred by them by reason of or arising out of any lien or claim made against the Property by any supplier of labor or materials to the Property. This instrument shall not be negotiable if any person's signature has been written on or modified by the payee or endorser.



97-32/1243

Customer Name DAVID MICHAEL DECKER SR 0191877
 Location LOT 3, PLAT A, TEMPLE VIEW COTTA
 Description WESTCO CARPETS DEPOSIT
 ERA

10/08/14 ***6,000.00

Pay SIX THOUSAND dollars exactly. *****

To the Order of WESTCO CARPETS INC
 WESTCO CARPETS AND INTERIORS
 1814 N STATE STREET
 OREM UT 84057

⑈0191877⑈ ⑈124300327⑈01012029400⑈ 60

IC Group 800-733-4277

LC-7

CAPITAL COMMUNITY BANK
 10/10/2014
 14:53:10
 COCHRIST
 TMID 9462831453583

Westco Carpets Inc.

In consideration of payment of this check, payee by representing this check is alive, solvent, and relinquishes all right of lien or claim, payee may have upon the labor or the draw request described on the reverse side hereof (the "Property"). The payee certifies that this check is payment for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and guarantees under penalty of perjury that payment in full has been made by payee to the suppliers of all labor and materials to the Property, incurred up to the Draw Date of the invoice of payee. Payee agrees to indemnify and hold bank harmless: the owner of the Property and Capital Bank, or its assigns, from any loss, claims, or expenses incurred by them by reason of or arising out of any liens or claims made against the Property by any supplier of labor or material at the instigation of payee. This instrument shall not be negotiable if any of the above stipulations have been broken or violated by the payee or payees.

BY *David Michael Decker Sr.*



87-32/1243

Customer Name DAVID MICHAEL DECKER SR 0192165
 Location LOT 3, PLAT A, TEMPLE VIEW COTIA
 Description WESTCO DEPOSIT
 ERA

10/16/14 ***6,000.00

Pay SIX THOUSAND dollars exactly. *****

To the WESTCO CARPETS INC
 Order WESTCO CARPETS AND INTERIORS
 Of 1814 N STATE STREET
 OREM UT 84057

⑈0192165⑈ ⑆124300327⑆01012029400⑈ 60

MC Group 000-733-4277

LC7

CAPITAL COMMUNITY BANK
 10/20/2014
 11:35:41
 CJOHNSON
 TMID 9172931441733

Westco Carpets Inc
 In consideration of payment of this check, payee by negotiating this check, certifies, releases, and relinquishes all right of lien or claim payee may have up to the date of the date required hereon on the reverse side hereof (the "Property"). The payee certifies that this check is payable for labor and materials that were actually performed upon and furnished to the Property. Payee warrants and represents under penalty of fraud that payment in full has been made by payee to the suppliers of all labor and materials to the Property performed up to the date of the signature of payee. Payee agrees to indemnify and hold harmless the owner of the Property and Capital Bank or its assignee, from any loss, claim, or expenses incurred by them by reason of or arising out of the fact that payee has not paid the Property by any supplier of labor or material up to the date of this check. This instrument shall not be negotiable if any of the above conditions has been stricken or modified by the payee or endorser.
 By _____

Summary Decker Checks

Payor David and Nancy Decker

Sum of Amount Row Labels	Column Labels Check		Grand Total
8/25/2014		1663	1663
JR Anderson		1663	1663
9/5/2014		665.73	665.73
Burton Lumber		665.73	665.73
9/27/2014		1500	1500
Lightening Specialist		1500	1500
10/3/2014		1500	1500
Do It All Drywall		1500	1500
10/23/2014		1500	1500
Color Me Painting		1500	1500
10/27/2014		600	600
Stan Porter		600	600
10/28/2014		500	500
Aaron Sinks		500	500
11/19/2014		500	500
Sequoia Builders		500	500
12/16/2014		1951.02	1951.02
Allwood Cabinet Doors		1451.02	1451.02
C&S Lewis Construction		500	500
12/18/2014		3000	3000
Precious Stone		3000	3000
12/19/2014		1451.02	1451.02
Allwood Cabinet Doors		1451.02	1451.02
12/20/2014		1390	1390
Cobe Wilkin		1390	1390
12/22/2014		926	926
Edmonds Railing		926	926
12/23/2014		5000	5000
Sequoia Builders		5000	5000
Grand Total		22146.77	22146.77



ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
5	08/25/14	\$1,663.00	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-8612

365

31-29771240 2760
8891000824

8-25-14

Pay to the
Order of

J. R. Anderson

\$ 1663.⁰⁰

One thousand six hundred sixty-three and 00/100



Wells Fargo Bank, N.A.
Utah
wellsfargo.com

For

Cabinets

Nancy Decker

⑆ 124002971⑆ 8891900824⑆ 00365

08-25-14

Nancy Decker

Equal Housing Lender

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New Check Copy

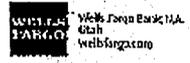
Check Number	Date Posted	Check Amount	Account Number
	09/09/14	\$178.79	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 900 S
 OREM, UT 84087-8612

370
 31-29771240 2760
 8891900824

9-5-14 Utah

Pay to the Order of Burton Lumber \$ 178.79
One hundred seventy-eight and 79/100 Dollars



For new windows Nancy Decker
 ⑆ 124002971⑆ 8891900824⑆ 00370

PAY TO THE ORDER OF ZIONS FIRST
 NATIONAL BANK UT 124000054 FOR
 DEPOSIT ONLY
 MICR LINE NUMBER 02212284
 002-212264

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
	09/09/14	\$485.94	Personal Checking XXXXXX0824

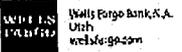
DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 800 S
 OREM, UT 84097-8812

369

31-207/1240 2760
 8891800824

9-5-14 DATE

Pay to the Order of Burton Lumber \$ 485.94
Four hundred eighty-five and 94/100 Dollars



For done Nancy Decker

⑆12200721⑆ ⑆128009188⑆ ⑆00369⑆

PAY TO THE ORDER OF ZIONS FIRST
 NATIONAL BANK UT 124000064 FOR
 DEPOSIT ONLY BURTON LUMBER 02212264
 BURTON LUMBER
 FOR DEPOSIT ONLY
 ZION BANK
 002-212264

Equal Housing Lender

New Check Copy

Check Number	Date Posted	Check Amount	Account Number
3	09/30/14	\$1,500.00	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-6812

383
 31-297/1240 2760
 8891900824

Date: 9/27/14

Pay to the order of Lightning Specialists \$ 1500.00
One thousand five hundred and no/100 Dollars

Wells Fargo Bank, N.A.
 Utah
 wells Fargo.com

For Deposit #16181 Account #1193 Nancy Decker

⑆12400297⑆ 8891900824⑆ 00383⑆

FLAVIA MARLEGIN

PAY TO THE ORDER OF
 MORGAN CHASE BANK, N.A.
 FOR DEPOSIT ONLY
 LIGHTNING SPECIALISTS, INC
 813208245

Equal Housing Lender

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View Check Copy

Check Number	Date Posted	Check Amount	Account Number
385	10/08/14	\$1,500.00	Personal Checking XXXXXX0824


 DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-6612

258614
 10-3-14

385
 51-2871240 2760
 684 19X0824

Pay to the order of Do It All Drywall \$ 1500.00
One thousand five hundred and no/100


 Wells Fargo Bank, N.A.
 Web: wells Fargo.com

TRANKS
 For New Construction Nancy D Decker

⑆12400297⑆ 8891900824⑆ 00385

⑆324377202<
 CYPRUS CU
 RIVERTON
 10/8/2014
 TELLER C68 BATCH 60974

Equal Housing Lender



ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
	10/28/14	\$600.00	Personal Checking XXXXXX0824


 Wells Fargo Bank, N.A.
 Utah
 wells.fargo.com

DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 800 S
 OREM, UT 84097-6812

391
 31-257/1240 7168
 8821900824

10-27-14
 Date

Pay to the order of Stan Porter \$ 600.00
Six hundred and no/100 Dollars

For My A unken
Proru Hbs Nancy D Decker

⑆124002974⑆ 8891900824⑆ 00391⑆

MICR line:
 ⑆124002974⑆ 8891900824⑆ 00391⑆

>324079555<
 Remote Deposit
 Trans #7111
 Trans Date: 10/27/2014
 DIN: 541400000048026

For Stan Porter
 No. 8812825
 324079555
 10/27/2014
 FORTRESS CREDIT UNION - UT

Equal Housing Lender

ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
2	10/28/14	\$500.00	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
 NANCY DECKER
 840 E 900 S
 OREM, UT 84097-8612

392
 \$1-897/1240 2760
 8991900824

10-28-14

Pay to the order of Aaron Sinks \$ 500.⁰⁰
 Five hundred and 00/100 Dollars

WELLS FARGO
 Wells Fargo Bank, N.A.
 Utah
 wells.fargo.com

Pay to the order of Walter Utah Home Nancy Decker

⑆ 124002971⑆ 8891900824⑆ 00392 ⑆

5947131047

[Handwritten Signature]

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
06	11/19/14	\$500.00	Personal Checking XXXXXX0824

WELLS FARGO BANK

1006

UNIVERSITY MALL 1175 S STATE ST OREM, UT 84097

DATE 11-19-14

31-207/1240

TO THE ORDER OF

Sequoia Builders

\$ 500⁰⁰
DOLLARS

Five hundred and no/100

DAVID M DECKER
JANICE D DECKER
PO BOX 871391
OREM UT 84097-1391

Cement

Mary Decker

⑆ 2400 297 1 889 19008 24 ⑆ 1006

DO NOT SIGN WRITE OR STAMP BEYOND THIS LINE

Sequoia

Equal Housing Lender

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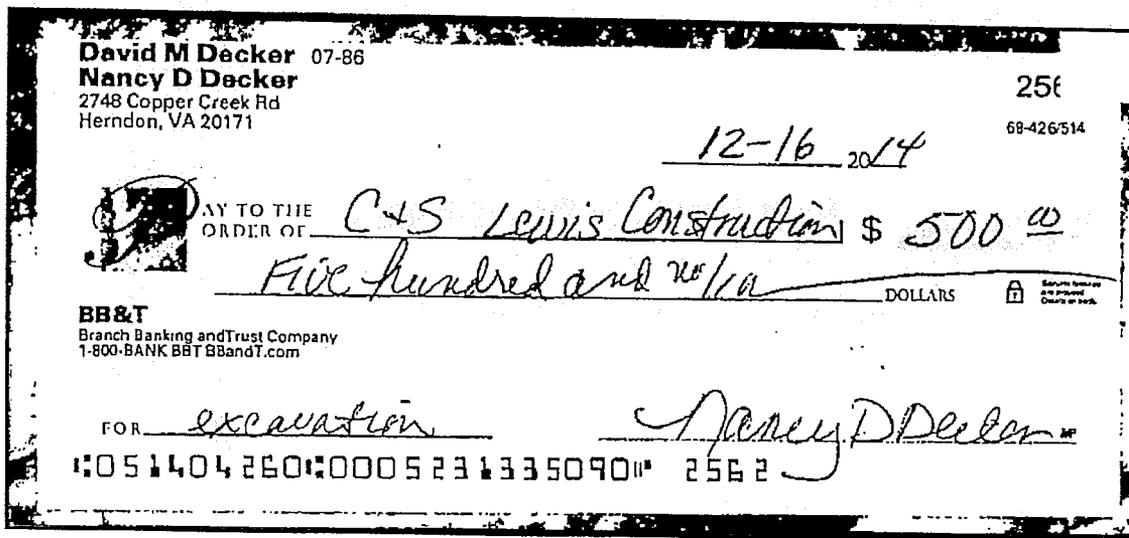
BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
2562	\$500.00	12/16/2014	Checking	5231335090

Front View

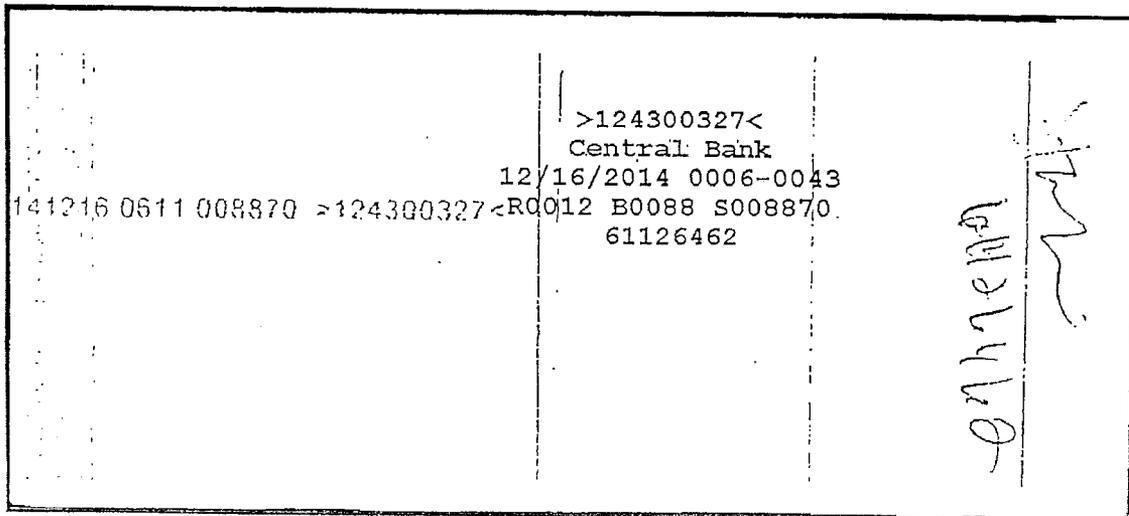
[How to save this image](#)



[Click Image to Enlarge](#)

Back View

[How to save this image](#)



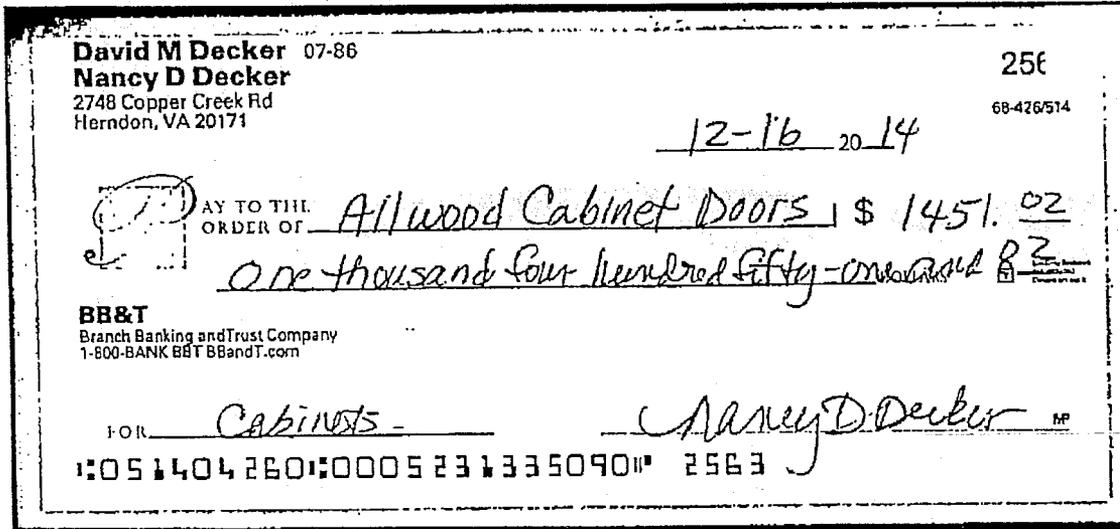
[Click Image to Enlarge](#)

BB&T Check Images

Check Number	Amount	Date Posted	Account Type	Account Number
2563	\$1451.02	12/17/2014	Checking	5231335090

Front View

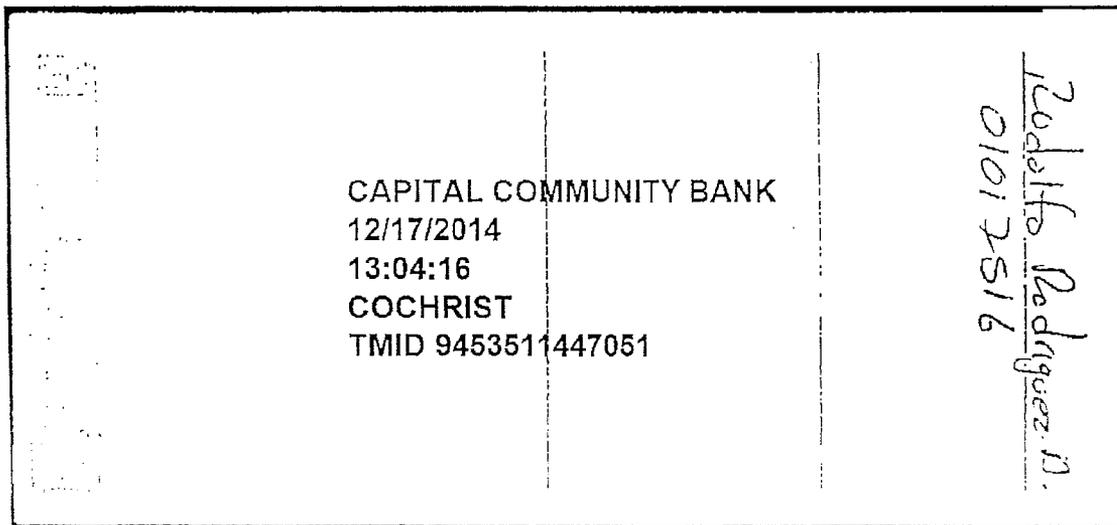
[How to save this image](#)



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Back View

[How to save this image](#)



[Click Image to Enlarge](#)

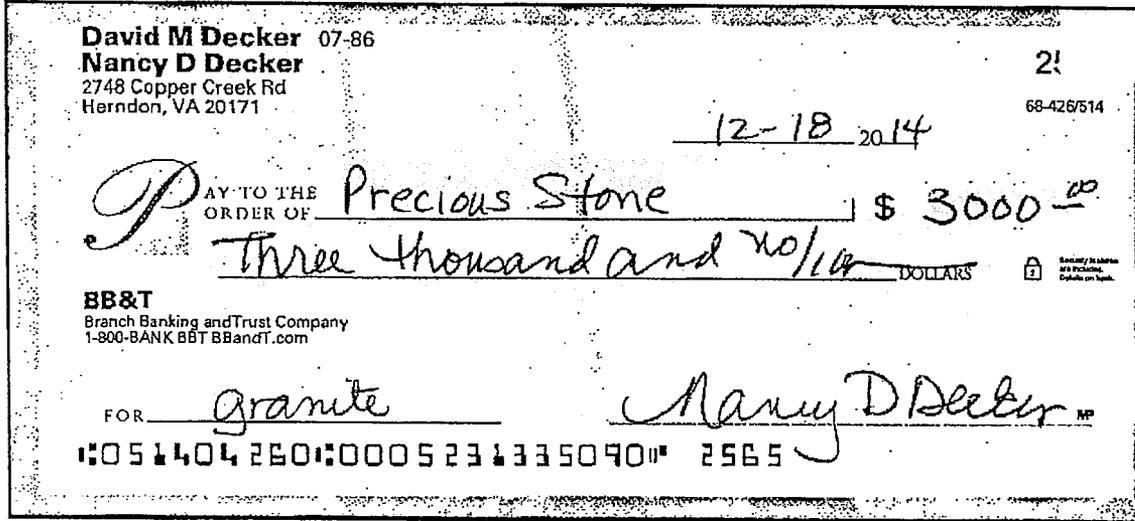
BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
2565	\$3000.00	12/19/2014	Checking	5231335090

Front View

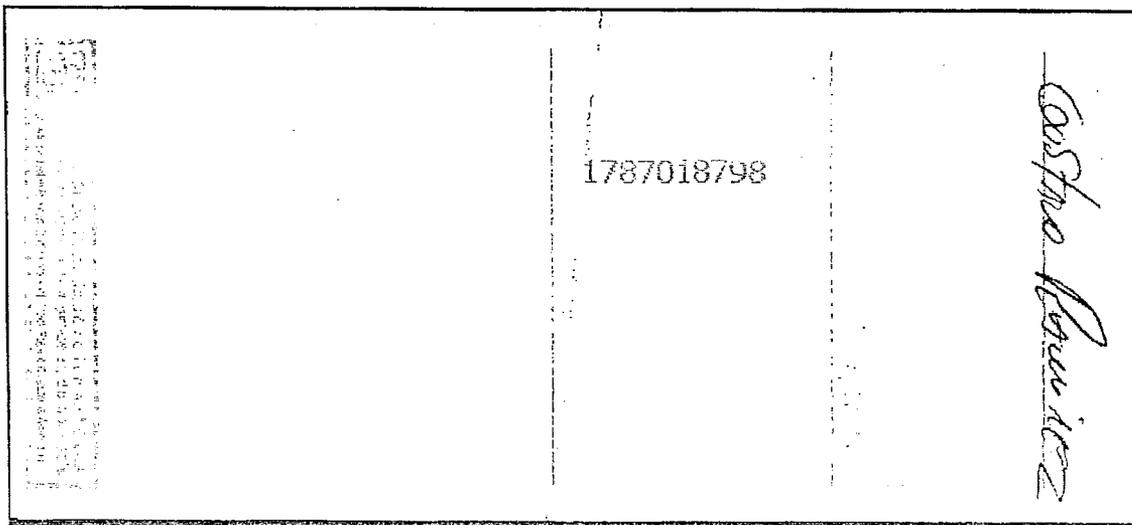
[How to save this image](#)



[Click Image to Enlarge](#)

Back View

[How to save this image](#)



[Click Image to Enlarge](#)

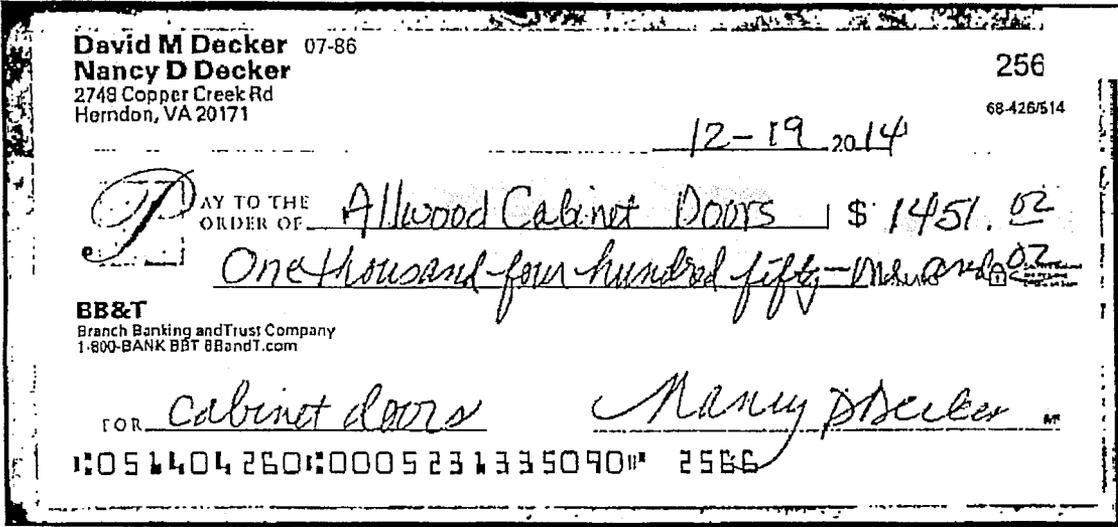
BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
2566	\$1451.02	12/22/2014	Checking	5231335090

Front View

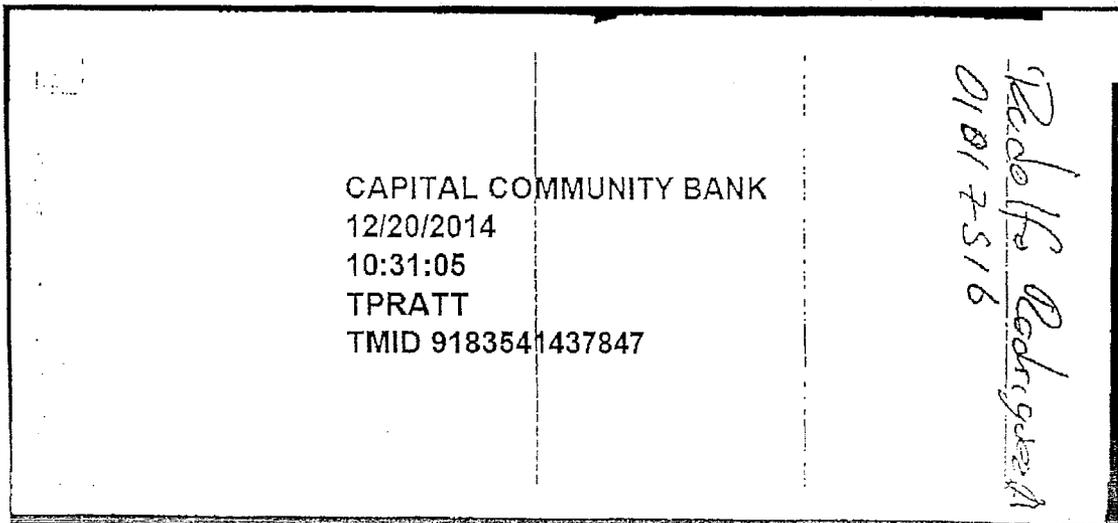
[How to save this image](#)



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Back View

[How to save this image](#)



[Click Image to Enlarge](#)

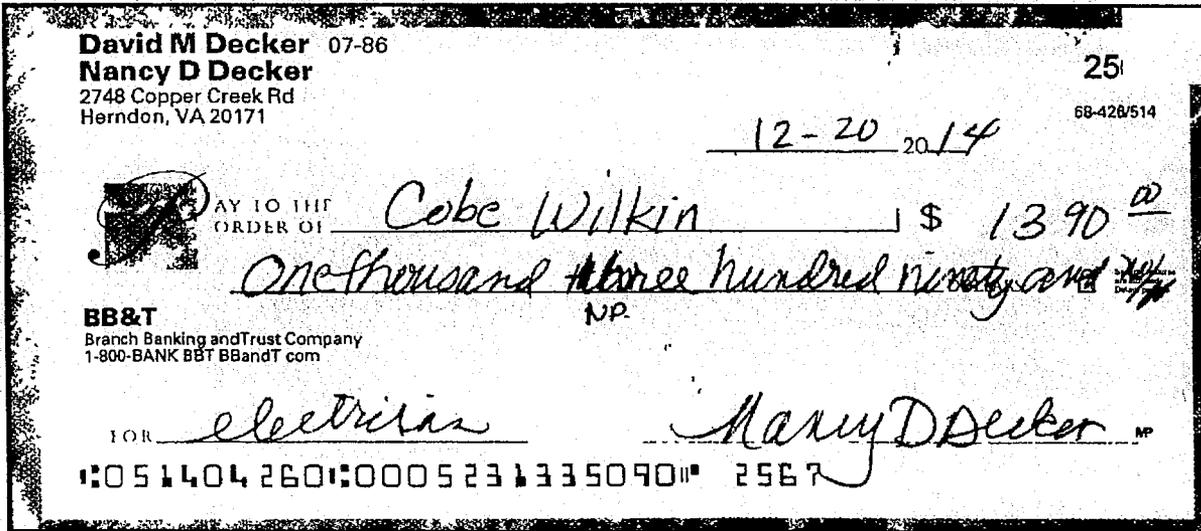
BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
2567	\$1390.00	12/24/2014	Checking	5231335090

Front View

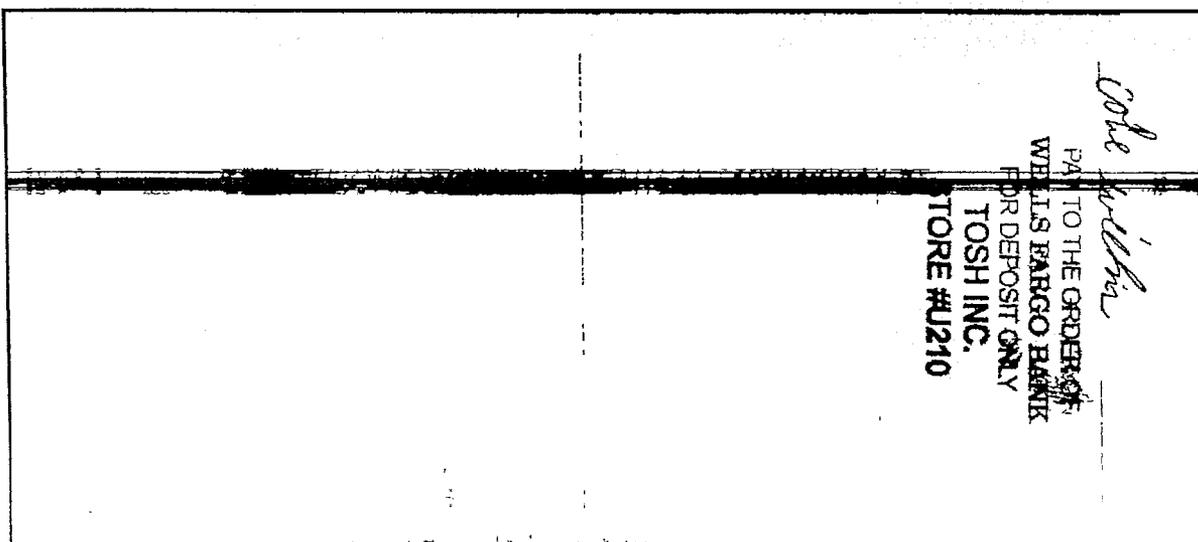
[How to save this image](#)



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Back View

[How to save this image](#)



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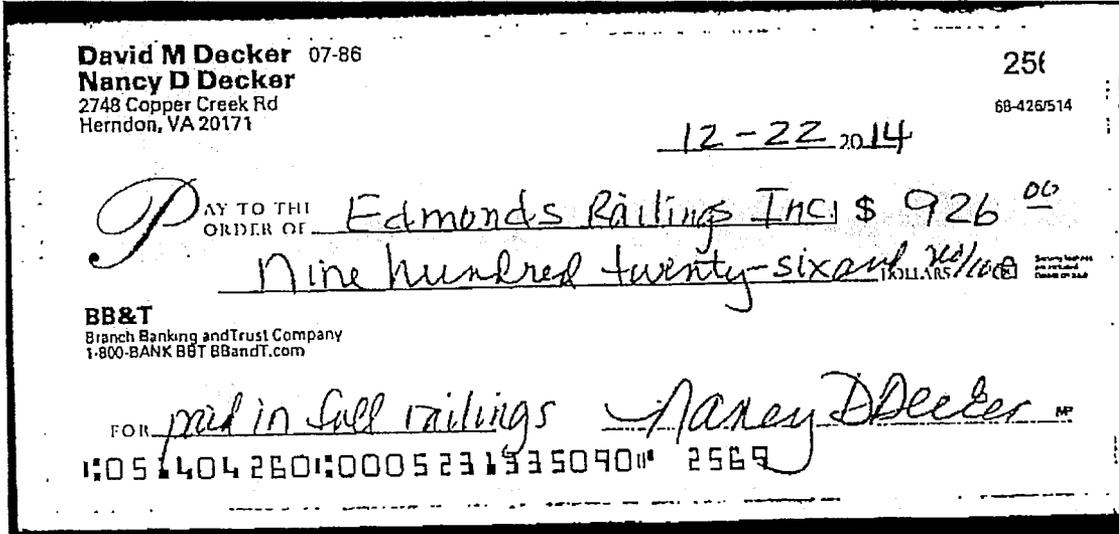
BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
2569	\$926.00	12/22/2014	Checking	5231335090

Front View

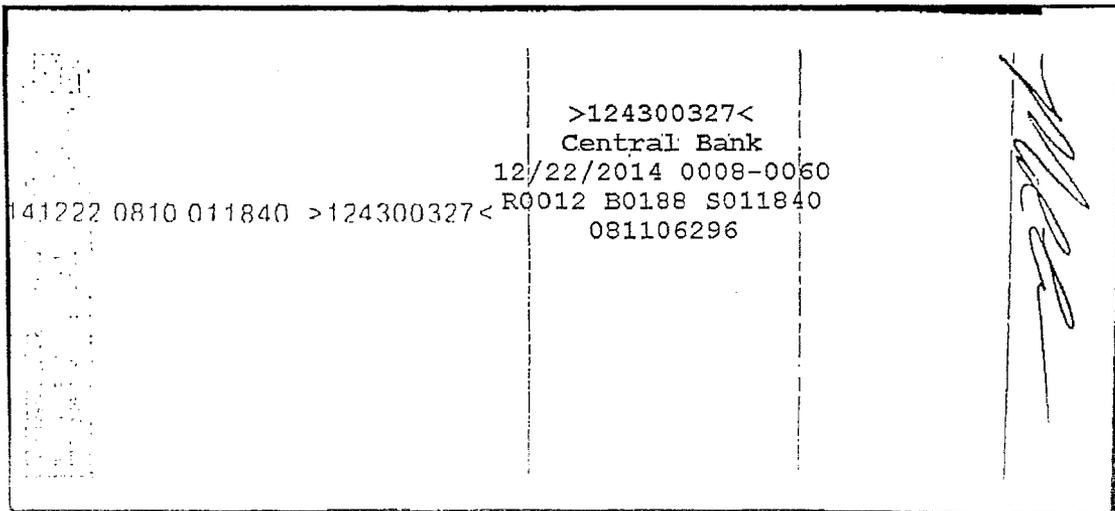
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Back View

[How to save this image](#)



[Click Image to Enlarge](#)

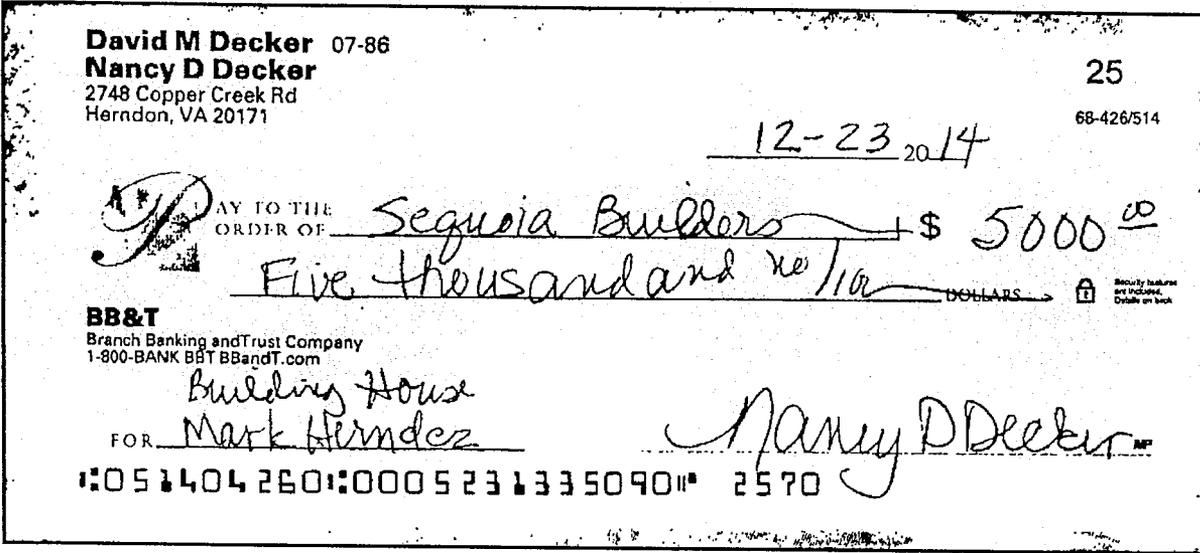
BB&T Check Images

[Close](#)

Check Number	Amount	Date Posted	Account Type	Account Number
2570	\$5000.00	12/24/2014	Checking	5231335090

Front View

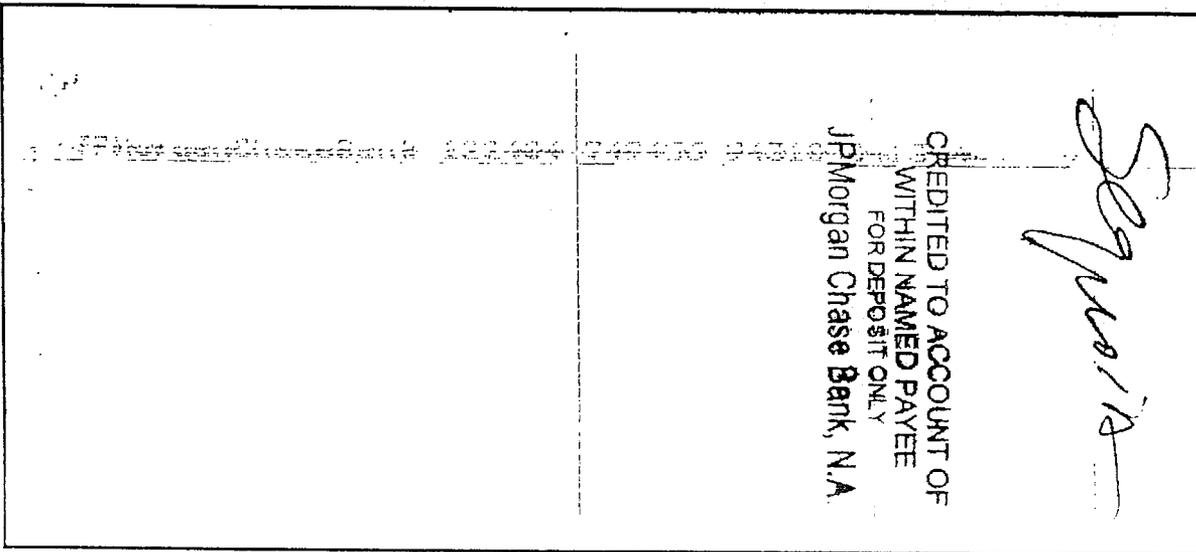
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[Click Image to Enlarge](#)

Back View

[How to save this image](#)



[Click Image to Enlarge](#)

Summary 8 Decker LLC Checks

Payor	8 Decker	
Sum of Amount Row Labels	Column Labels Check	Grand Total
8/1/2014	1188	1188
Burton Lumber	1188	1188
8/12/2014	1484	1484
KSR Door	1484	1484
11/4/2014	1147.24	1147.24
Aaron Sinks	300	300
Sequoia Builders	847.24	847.24
12/2/2014	9481	9481
C&S Lewis Construction	3400	3400
Cobe Wilkin	2000	2000
Precious Stone	4081	4081
12/4/2014	900	900
Edmonds Railing	900	900
12/5/2014	3165	3165
Stan Porter	600	600
Windy Corner Construction	2565	2565
12/9/2014	12443.2	12443.2
Westco Carpets Inc	12443.2	12443.2
12/10/2014	475	475
Stan Porter	475	475
12/23/2014	1500	1500
Provo City	1500	1500
1/7/2015	1040	1040
STR Plumbing	1040	1040
Grand Total	32823.44	32823.44



ew Check Copy

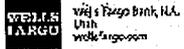
Check Number	Date Posted	Check Amount	Account Number
37	09/05/14	\$1,188.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
 840 E 800 S
 OREM, UT 84097-8612

1087
 31-2971240 2760
 7455007422

8/12/14 Date

Pay to the Order of Burton Lumber \$ 1188.⁰⁰
One Thousand One Hundred Eighty Eight and 00/100 Dollars



For Window - New House [Signature]

⑆ 124002971⑆ 7455007422⑆ 01087

PAY TO THE ORDER OF ZIONS FIRST
 NATIONAL BANK UT 124000054 FOR
 DEPOSIT ONLY
 ZION BANK
 002-212264

Equal Housing Lender



ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
36	08/15/14	\$1,484.00	GOLD BUSINESS SERVICES PACKAGE XXXXX7422

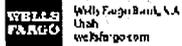
8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

1086

31-297/1240 2760
7455007422

8/12/14
Date

Pay to the Order of KSR Door \$1484.00
One Thousand Four Hundred Eighty Four and 00/100 Dollars



For New House Door [Signature]

⑆ 124002971⑆ 7455007422⑆ 01086

[Signature]

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
35	11/05/14	\$300.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

B DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

1095
31-297/1240 2760
7455007422

11-4-14 Date

Pay to the
Order of

Aaron Sinks

\$ 300⁰⁰

Three hundred and 00/100 Dollars

WELLS FARGO Wells Fargo Bank, N.A.
Utah
wellsfargo.com

For

Subs

Nancy Decker

⑆12400297⑆ ⑆455007422⑆ 01095

[Handwritten signature]

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
02	12/03/14	\$3,400.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
840 E 800 S
OREM, UT 84097-6612

1102

31-2971240 2760
7455007422

12-2-14

Date

Pay to the
Order of

C & S Lewis Construction | \$ 3400⁰⁰

Three thousand four hundred and ⁰⁰/₁₀₀ Dollars



Wells Fargo Bank, N.A.
Utah
wellsfargo.com

cement work

For

PAID IN FULL

Mary Decker

⑆124002971⑆ 7455007422⑆ 01102

⑆12030610007210⑆ >124300327<

>124300327<

Central Bank

12/03/2014 0006-004B

R0011 B0061 S007210

61126462

CATHEM

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
03	12/03/14	\$4,081.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

1103

31-297/1243 2760
7455007422

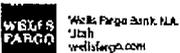
12-2-14
Date

Pay to the
Order of

Precious Stone

\$ 4,081.⁰⁰

Four thousand eighty one and 20/100 Dollars



Wells Fargo Bank, N.A.
Utah
wellsfargo.com



For Tile paid in full Mary Decker

⑆ 24002971⑆ 7455007422⑆ 01103

1 353-11760

Gustavo Ramirez

Equal Housing Lender

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Wells Fargo Business Online®

View Check Copy

Check Number	Date Posted	Check Amount	Account Number
1104	12/03/14	\$2,000.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

B DECKER, LLC 12/12
 840 E 900 S
 OREM, UT 84097-6612

1104
 81-297/1240 2760
 7466007422

12-2-14
 Date

Pay to the
 Order of

Cobe Wilkin

1 \$ 2000.⁰⁰

Two thousand and no/100

Dollars

WELLS FARGO Wells Fargo Bank, N.A.
 Utah
 wfb.com

For

payment electric

Manny Decker

⑆ 124002971⑆ 7455007422⑈ 01104

Cobe Wilkin

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
06	12/05/14	\$900.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

1106

01-29711240 2760
7455007422

12-4-14
Date

Pay to the Order of Edmonds Railing \$ 900.00
New Hundred St/10 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
Utah
wellsfargo.com

For rails Mary Decker
⑆ 1240029710 7455007422 01106

>124300327<
Central Bank
12/05/2014 0008-0099
12050809 007210 >124300327<R0012 B0114 S007210
081106296

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
09	12/05/14	\$2,565.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

DECKER, LLC 12/12
840 E 900 B
OREM, UT 84097-6612

9376375

1109
31-25771240 2760
7455007422

12-5-14

Pay to the order of: Windy Corner Construction \$ 2565.00
Two thousand five hundred sixty-five and 00/100

Wells Fargo Bank, N.A.
Member FDIC

inside calling Nancy D Decker

⑆002971⑆ 7455007422⑆ 01109

1. Permits assigned to other standards for repair
on existing "residential" structures
2. Sale of existing structures and their
contents is not covered by this
3. This document is not intended to
provide a legal opinion or any other
advice. It is for informational purposes
only. The seller is responsible for
obtaining all necessary permits and
compliance with all applicable laws.

For Windy Corner Construction, Inc.
324079555
PAY TO THE ORDER OF
WINDY CORNER CONSTRUCTION, INC.
324079555 324079555
12/5/2014

>324079555<
Remote Deposit
Trans #4511
Trans Date: 12/5/2014
DIN: 545300000051318

Equal Housing Lender



ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
11	12/10/14	\$12,443.20	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-5612

1111
31-29771240 2760
7455007422

12-9-14 DATE

Pay to the Order of Westco \$ 12,443.20
Twelve thousand four hundred forty three and 20/100

For Thank you!! Carpeting Nancy D Decker

⑆ 2400 297 7422 ⑆ 7455007422 ⑆ 01111

CAPITAL COMMUNITY BANK
12/10/2014
14:57:21
COCHRIST
TMID 16893441453835

Equal Housing Lender

ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
12	12/10/14	\$475.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

1112
01-2971840 2760
7455007422

12-10-14
Date

Pay to the Order of Stan Porter \$ 475.00
Four hundred seventy-five and 00/100 Dollars

Wells Fargo Bank, N.A.
Utah
wellsfargo.com

For fire place Nancy Decker

⑆ 2400 297 ⑆ 7455007422 ⑆ 01112

FOR DEPOSIT ONLY
STAN PORTER
324019555 <
Remote Deposit
Trans # 2381
Trans Date 12/10/2014
DIN: 54580000024111

FOR DEPOSIT ONLY
STAN PORTER
324019555 <
Remote Deposit
Trans # 2381
Trans Date 12/10/2014
DIN: 54580000024111

FOR DEPOSIT ONLY
STAN PORTER
324019555 <
Remote Deposit
Trans # 2381
Trans Date 12/10/2014
DIN: 54580000024111

FOR DEPOSIT ONLY
STAN PORTER
324019555 <
Remote Deposit
Trans # 2381
Trans Date 12/10/2014
DIN: 54580000024111

FOR DEPOSIT ONLY
STAN PORTER
324019555 <
Remote Deposit
Trans # 2381
Trans Date 12/10/2014
DIN: 54580000024111

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
15	12/29/14	\$1,500.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
 840 E 800 S
 OREM, UT 84097-8612

Account # 223
R# 67814

1115
 51-29711240 2760
 7455001422

12-23-14
Date

Pay to the
 Order of

Provo City

\$ *1500*⁰⁰

One thousand five hundred and no/100 Dollars

WELLS FARGO
 Wells Fargo Bank, N.A.
 Utah
 wells Fargo.com

For

Bond to Provo City

Nancy Decker MD

⑆ 2400 297 1⑆ 7455007422⑈ 01115

PAY TO THE ORDER OF
 ZIONS FIRST NATIONAL BANK
 FOR DEPOSIT ONLY
 PROVO CITY TREASURER
 COMMUNITY DEVELOPMENT
 32146581

Equal Housing Lender



Wells Fargo Business Online®

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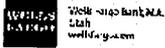
Check Number	Date Posted	Check Amount	Account Number
1121	01/14/15	\$1,040.00	GOLD BUSINESS SERVICES PACKAGE XXXXXX7422

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-8612

1121
31-997/1240 2780
7466007422

1/7/15

Pay to the Order of STR Plumbing \$ 1040.⁰⁰
One thousand forty and no/100 Dollars



For plumbing paid in full Mary Decker
⑆ 24002971⑆ 7455007422⑆ 01121

Equal Housing Lender

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Summary David and Nancy Decker Credit Card

Payor		David and Nancy Decker	
Sum of Amount	Column Labels		
Row Labels	CC		Grand Total
10/27/2014		2059.46	2059.46
Alside Supply		1823	1823
Burton Lumber		236.46	236.46
10/31/2014		1951.62	1951.62
Platt Electric		1951.62	1951.62
11/6/2014		1584.76	1584.76
216 Captiol		1584.76	1584.76
11/7/2014		586.84	586.84
Platt Electric		586.84	586.84
11/14/2014		4188.04	4188.04
Beehive Brick & Stone		4188.04	4188.04
11/25/2014		5965.7	5965.7
The Blindman		5965.7	5965.7
12/8/2014		192.14	192.14
Burton Lumber		192.14	192.14
12/9/2014		968.8	968.8
Beehive Brick & Stone		299.65	299.65
Chariot Sinks		454.11	454.11
Platt Electric		215.04	215.04
12/12/2014		337.65	337.65
Beehive Brick & Stone		337.65	337.65
1/9/2015		-157.38	-157.38
Credit: Platt Electric		-157.38	-157.38
1/12/2015		1857.59	1857.59
Hardware Resources		1857.59	1857.59
1/13/2015		24.35	24.35
Hardware Resources		24.35	24.35
1/22/2015		1826.51	1826.51
Lightening Specialist		1826.51	1826.51
12/19/2015		-219.08	-219.08
Credit: Platt Electric		-219.08	-219.08
Grand Total		21167	21167

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 4

Ending In ~~2585~~
10/24/2014 to 11/21/2014

Balance Summary

Previous Balance	\$828.77
- Payments	\$11,872.11
- Other Credits	\$18.85
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$11,110.04
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$50.75
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
TTY for Hearing/Speech Impaired: 1-800-419-2285
Outside the US Call Collect: 1-925-825-7600
Wells Fargo Online®: wells.fargo.com

Send General Inquiries To:
PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$7,941

Payment Information

New Balance	\$50.75
Minimum Payment	\$15.00
Payment Due Date	12/17/2014

Send Payments To:
PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 12/17/2014, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	4 month(s)	\$52

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccdc/cc_approved.htm or call 1-877-286-2108.

Important Information

PLEASE SEE THE ENCLOSED IMPORTANT CHANGES TO YOUR ACCOUNT TERMS-EFFECTIVE IMMEDIATELY.

PLEASE REVIEW THE ENCLOSED BROCHURE FOR IMPORTANT CHANGES TO YOUR WELLS FARGO REWARDS PROGRAM TERMS AND CONDITIONS.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 10/31/2014 49,881

The Rewards Balance is for Rewards ID 60005510280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
10/30	10/30	7446542MZ0A8SEAD8	ONLINE PAYMENT	3,412.69	
11/03	11/03	7446542N30A9J7KHJ	ONLINE PAYMENT	1,972.62	
11/10	11/10	7446542NB0A95TPN3	ONLINE PAYMENT	2,197.04	
11/18	11/18	7446542NKDA833K3Y	ONLINE PAYMENT	4,289.76	
TOTAL PAYMENTS FOR THIS PERIOD				\$11,872.11	

Other Credits

10/29	10/29	7422638MYAFQNP08W	WAL-MART #4438 SARATOGA SPRI UT	16.95	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$16.95	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YXG 1 7 15 141121 0 PAGES 1 of 4 10 5583 2000 C06G 01DF5596

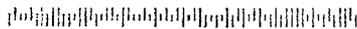
Detach and mail with check payable to Wells Fargo

Account Number 4465 4203 2255 7844
New Balance \$50.75
Minimum Payment \$15.00
Payment Due Date 12/17/2014

00150000050750044654203225578449

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
PO BOX 30086
LOS ANGELES CA 90030-0086

DAVID M DECKER
NANCY D DECKER
PO BOX 971391
OREM UT 84097-1391



WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 2 of 4

Ending in ~~0000~~
10/24/2014 to 11/21/2014



Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
10/23	10/24	2416407MTT8DAJNF8	DOLRTREE 2605 00026054 OREM UT		9.62
10/23	10/24	2432300MT7QGYJMA5	TUCANOS BRAZILIAN GRIL PROVO UT		20.97
10/23	10/24	2445501MR447XYKVE	WAL-MART #1768 OREM UT		60.77
10/24	10/24	2429910MS02GG5BBZ	USA GASOLINE 62062 BRIGHAM CITY UT		40.05
10/24	10/24	2469051MSSV0HGWNN	KNEADERS RIVERWOODS 8012240101 UT		12.04
10/25	10/25	2444500MS8PMXBZP7	SMITHS FOOD #4107 SARATOGA SPGS UT		137.12
10/25	10/25	2444500MS8PMXBZVX	SMITHS FOOD #4107 SARATOGA SPGS UT		26.12
10/25	10/25	2444500MS8PMXBZZ6	SMITHS-FUEL #9107 Q74 SARATOGA SPGS UT		26.38
10/25	10/25	2475541MSJNSE2EA4	HOLT.ARENA POCATELLO ID		38.00
10/27	10/27	2405330MWS66K33NE	ALSIDE SUPPLY #190 OREM UT		1,823.06
10/27	10/27	2437329MWVEKHNRWA	TAI-PAN TRADING- OREM OREM UT		21.35
10/27	10/27	2444500MXBLLXRYPM	WM SUPERCENTER #1768 OREM UT		1.89
10/27	10/27	2444500MXBLLXRYSP	WM SUPERCENTER #4100 PROVO UT		3.07
10/27	10/27	2441600MXBLLXRYVW	WM SUPERCENTER #4100 PROVO UT		1.65
10/27	10/27	2445501MW447XZ0D8	WAL-MART #1768 OREM UT		121.12
10/27	10/27	2445501MW447YF8TB	WAL-MART #4100 PROVO UT		3.15
10/27	10/27	2449398MWSP7N7Y6	BURTON LUMBER LINDON 801-785-6868 UT		238.78
10/29	10/29	2470780MZVGSYRMR4	PIZZA PIE CAFE PROVO PROVO UT		8.34
10/29	10/29	2470780MZVGSYRMSZ	PIZZA PIE CAFE PROVO PROVO UT		25.05
10/30	10/30	2471705MZ514PGD4	FAMILY PRACTICE CLINIC 801-3737850 UT		4.66
10/31	10/31	2449215N18110PKFW	PLATT ELECTRIC 109 LINDON UT		1,951.62
11/05	11/05	2401339N500EZGBWA	CAFE SABOR LOGAN UT		25.44
11/06	11/06	2444500N75BWS4KW	218 CAPITOL - OREM SPANISH FORK UT		1,584.76
11/07	11/07	2449215N861108B6E	PLATT ELECTRIC 109 LINDON UT		586.64
11/14	11/14	2463923NGS68FM7YD	BEEHIVE BRICK & STONE 801-7481818 UT		4,188.04
11/14	11/14	2469216NE00TB395W	VCI VITACOST.COM 800-793-2601 FL		59.72
11/14	11/14	2469216NF007N8L6A	BYU STUDIO 1030 PROVO UT		42.00
11/18	11/18	2476197NJ80VP2LBL	DENTAL SELECT 801-495-3000 UT		35.00
11/20	11/20	2422638NMBLH12PSJ	WAL-MART #5270 LINDON UT		2.96
11/20	11/20	2444500NMBLMOYL8K	WM SUPERCENTER #1768 OREM UT		12.79
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$11,110.04

siding
Lumber
electric supplies
stucco
electric
stone

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00
INTEREST CHARGE ON CASH ADVANCES 0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

2014 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2014	\$0.00
TOTAL INTEREST CHARGED IN 2014	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.15% variable	\$0.00	29	\$0.00
CASH ADVANCES	23.99% variable	\$0.00	29	\$0.00

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending in 0047-
11/22/2014 to 12/23/2014

Balance Summary

Previous Balance	\$50.75
- Payments	\$3,500.00
- Other Credits	\$256.48
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$9,168.49
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$5,462.76
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-825-7800
 Wells Fargo Online: wells.fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit **\$2,537**

Payment Information

New Balance	\$5,462.76
Minimum Payment	\$55.00
Payment Due Date	01/17/2015

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 01/17/2015, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	22 years	\$11,297
\$187	3 years	\$6,736 (Savings of \$4,561)

If you would like information about credit counseling services, refer to www.usdoj.gov/usdoj/hapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 11/30/2014 60,974

The Rewards Balance is for Rewards ID 60005510280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance Information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
11/28	11/28	7446542NY0A8X6WMR	ONLINE PAYMENT	3,500.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$3,500.00	
Other Credits					
11/24	11/24	7422638NRAFR8ETN	WAL-MART #1768 OREM UT	12.79	
12/01	12/01	7422638NZAFVN316W	WAL-MART #1768 OREM UT	28.52	
12/11	12/11	7442733PALM800A89	MACEYS 8TH NORTH SSS OREM UT	4.11	
12/19	12/19	7449215PM81110RDR	PLATT ELECTRIC 109 LONDON UT	211.08	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$256.48	
Purchases, Balance Transfers & Other Charges					
11/20	11/22	2442733NMLM8BRREJ	MACEYS 8TH NORTH OREM UT		8.23
11/21	11/22	2478930NP68TETVQ6	RC WILLEY OREM 801-2278800 UT		888.65
11/22	11/22	2416407NN2LR82JP7	TARGET 00017541 OREM UT		185.72

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued →

5556 YKG 1 7 13 141223 0 PAGE 1 OF 2 10 5583 2000 CDEG C1DP5596

Detach and mail with check payable to Wells Fargo

Account Number 4465 4203 2255 7844
 New Balance \$5,462.76
 Minimum Payment \$55.00
 Payment Due Date 01/17/2015

00550005462760044654203225578440

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 PO BOX 971391
 OREM UT 84097-1391



VISA

Account Number
Statement Billing Period
Page 2 of 2

Ending In 7844
11/22/2014 to 12/23/2014

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
11/24	11/24	2416407NTT8DQ68VR	DOLRTREE 5603 00056036 OREM UT		8.47
11/24	11/24	2444500NR8PN7DPZ1	SMITHS FOOD #4144 OREM UT		37.54
11/24	11/24	24445001NR447XZS4W	WAL-MART #1768 OREM UT		84.53
11/25	11/25	2401339NT02Q35M90	THE BLINDMAN LINDON UT		5,985.70
12/01	12/01	2422638POBLH07XGP	WAL-MART #5270 LINDON UT		4.12
12/01	12/01	2444500POBLM7RM5A	WM SUPERCENTER #4100 PROVO UT		2.00
12/05	12/05	2469216P3004XQ8AF	SFI*PHOTOSBYSHUTTERFLY 800-986-1065 CA		120.14
12/08	12/08	2448398P655P76ZHW	BURTON LUMBER LINDON 801-785-8858 UT		192.14
12/09	12/09	2484218PBWGN8W8YX	CHARIOT SINKS SLC UT		454.11
12/09	12/09	2416407P72LR7XQDW	TARGET 00017541 OREM UT		32.04
12/09	12/09	2442733P8LM89PLOK	MACEY'S 8TH NORTH OREM UT		22.80
12/09	12/09	2449215P861108B6N	PLATT ELECTRIC 109 LINDON UT		215.04
12/09	12/09	2463923P8S86H30SF	BEEHIVE BRICK & STONE 801-7481818 UT		289.86
12/10	12/10	2422638P9BLGY066N	WAL-MART #5270 LINDON UT		90.75
12/10	12/10	2444500P92XFQPBH0	IN-N-OUT BURGER #239 AMERICAN FORK UT		8.08
12/12	12/12	2401339PB0188P17K	GOODWOOD BARBECUE CO OREM UT		12.27
12/12	12/12	2463923PES86HQ5G3	BEEHIVE BRICK & STONE 801-7481818 UT		332.65
12/15	12/15	2407105PEWPB1RF9L	WHITE SMILES FAMILY DE OREM UT		10.00
12/16	12/16	2476197PE80VP2H29	DENTAL SELECT 801-485-3000 UT		35.00
12/17	12/17	2405523PF2E5F42BF	WALMART.COM 8009866546 800-986-8548 AR		21.05
12/22	12/22	2469216PLO0MZMTW	LOWES #00178* OREM UT		102.81
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$8,188.49

Plantation shutters
Lumber
Kitchen sink
more stone
more stone
electrical
no rcpt

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00
INTEREST CHARGE ON CASH ADVANCES 0.00

TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

2014 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2014	\$0.00
TOTAL INTEREST CHARGED IN 2014	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.15% variable	\$0.00	32	\$0.00
CASH ADVANCES	23.99% variable	\$0.00	32	\$0.00

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In
12/24/2014 to 01/23/2015

Balance Summary

Previous Balance	\$5,462.76
- Payments	\$5,462.76
- Other Credits	\$239.27
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,387.12
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$4,147.85

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2285
 Outside the US Call Collect: 1-825-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50308-0347

Total Credit Limit \$8,000 Total Available Credit \$1,999

Payment Information

New Balance \$4,147.85
 Minimum Payment \$42.00
 Payment Due Date 02/17/2015

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 02/17/2015, you may have to pay a late fee up to \$35.
 Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	20 years	\$8,444
\$142	3 years	\$5,114 (Savings of \$3,330)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 12/31/2014 69,887

The Rewards Balance is for Rewards ID 60005510280.
 This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
12/25	12/25	7446542PR0A91JV3B	ONLINE PAYMENT	2,000.00	
12/26	12/26	7446542PR0A91J5L1	ONLINE PAYMENT	3,462.76	
TOTAL PAYMENTS FOR THIS PERIOD				\$5,462.76	
Other Credits					
01/09	01/09	74492150A6110XNR7	PLATT ELECTRIC 109 LINDON UT	157.38	
01/09	01/09	74692160900KRGV1M	LOWES #00178 OREM UT	48.21	
01/22	01/22	74226380NAFN81SD8	WAL-MART #1768 OREM UT	33.68	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$239.27	
Purchases, Balance Transfers & Other Charges					
12/26	12/26	2471705PR4F1TKV75	NEW CONCEPT MOVING AND ST801-8839387 UT		1,573.00
12/27	12/27	2416407PS2LR7TED2	TARGET 00017541 OREM UT		20.84
12/27	12/27	2423168PS5SB2ZAF6	TACO BELL #30725 OREM UT		12.80

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

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Detach and mail with check payable to Wells Fargo

Account Number 4465 4203 2255 7844
 New Balance \$4,147.85
 Minimum Payment \$42.00
 Payment Due Date 02/17/2015

00420004147850044654203225578445

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 PO BOX 971361
 OREM UT 84097-1361



VISA

Account Number
Statement Billing Period
Page 2 of 2

Ending in 7844
12/24/2014 to 01/23/2015

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Purchases, Balance Transfers & Other Charges					
12/27	12/27	2437329PSHJAM2SN8	TAI-PAN TRADING- OREM OREM UT		13.57
12/27	12/27	2442733PTLYHNLB8	MAVERIK CNTRY STRE 316 OREM UT		4.48
12/27	12/27	2445501PT447Y00HA	WAL-MART #1768 OREM UT		63.80
12/27	12/27	2469216PS005QTSQM	LOWES #00178* OREM UT		13.22
12/29	12/29	2469216PV00T5HR2J	PROVOCITYRESIUTILPMNT 801-862-8000 UT		112.59
12/30	12/30	2469216PX00J9T1PH	BYU STUDIO 1030 PROVO UT		77.00
01/06	01/06	241640706Q5FRYR43	USPS 49663101434520502 OREM UT		9.47
01/06	01/06	245123907ERXKWT1D	ACTION TRANSMISSIONS PROVO UT		162.17
01/07	01/07	244450008BLLEQQSV	WM SUPERCENTER #1768 OREM UT		15.52
01/08	01/08	242263809BLH0D1S3	WAL-MART #1768 OREM UT		11.25
01/12	01/12	24017940D6SWM2DK8	HARDWARE RESOURCES INC 318-742-0660 LA ✓		1,857.59
01/12	01/12	24455010Q447YD8ZX	WAL-MART #4100 PROVO UT		25.88
01/13	01/13	24017940E5SWM5DAB	HARDWARE RESOURCES INC 318-742-0660 LA ✓		24.35
01/13	01/13	24164070ET8E5A3GH	DOLRTREE 5603 00056038 OREM UT		13.20
01/13	01/13	24248510EG3YLKJW3	BED BATH & BEYOND #292 OREM UT		173.37
01/15	01/15	24445000GBLLK3FMT	WM SUPERCENTER #1768 OREM UT		37.60
01/16	01/16	24761970G6QVP2GZR	DENTAL SELECT 801-486-3000 UT		35.00
01/20	01/20	24427330MLM885JYX	MACEYS PROVO PROVO UT		82.38
01/20	01/20	24692160L00GYSB8F	MOEN INCORPORATED 800-BUYMOEN OH		48.04
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$4,387.12

Cabinets

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD \$0.00

Interest Charged

INTEREST CHARGE ON PURCHASES 0.00
INTEREST CHARGE ON CASH ADVANCES 0.00

TOTAL INTEREST CHARGED FOR THIS PERIOD \$0.00

2015 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2015	\$0.00
TOTAL INTEREST CHARGED IN 2015	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.15% variable	\$0.00	31	\$0.00
CASH ADVANCES	23.99% variable	\$0.00	31	\$0.00

Wells Fargo News

Start the year off strong - set up your monthly bills for automatic payment using your Wells Fargo Credit Card. Visit wellsfargo.com/credipay and click the Wells Fargo Visa Cardholders link. Then choose your merchants for automatic billing. It's smart and simple, and you earn rewards points for paying bills with your Wells Fargo Credit Card.

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In ~~3884~~
01/24/2015 to 02/20/2015

Balance Summary

Previous Balance	\$4,147.85
- Payments	\$4,147.85
- Other Credits	\$0.00
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,077.12
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$2,077.12
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$5,922

Payment Information

New Balance	\$2,077.12
Minimum Payment	\$21.00
Payment Due Date	03/17/2015

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 03/17/2015, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	14 years	\$3,968
\$71	3 years	\$2,561 (Savings of \$1,407)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccd/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 01/31/2015 74,035

The Rewards Balance is for Rewards ID 60005510280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
01/29	01/29	74465420Y0A8X0389	ONLINE PAYMENT	4,147.85	
TOTAL PAYMENTS FOR THIS PERIOD				\$4,147.85	
Purchases, Balance Transfers & Other Charges					
01/22	01/24	24942180PWGN98RK3	LIGHTING SPECIALISTS INC OREM UT		1,826.51
01/22	01/24	24399000PYRRLQW4	RED LOBSTER US00062448 OREM UT		32.73
01/24	01/24	24427330TLM8AFHFS	MACEYS PROVO PROVO UT		19.41
01/24	01/24	24427330TLM8AFSP0	MACEYS PROVO PROVO UT		3.08
01/28	01/28	24231680SRBGHDZWB	JIFFY LUBE #2025 PROVO UT		32.01
01/28	01/28	24445000XBLLGDHTB	WM SUPERCENTER #4100 PROVO UT		35.14
01/31	01/31	242991010001A7W0E	USA GASOLINE 82062 BRIGHAM CITY UT		8.93
02/06	02/06	242263816BLH2N2JE	WAL-MART #4100 PROVO UT		8.45
02/06	02/06	24445001600MDA6W	MIMIS CAFE 78 OREM UT		6.18
02/07	02/07	24445001700FFPF7T	LITTLE CAESARS 001 PROVO UT		14.01
02/11	02/11	240710518WPBH74Q6	WHITE SMILES FAMILY DE OREM UT		30.00

1,826.51 - Light fixtures

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 35 150220 0 PAGE 1 of 2 10 5583 2000 C06G 01075596

Detach and mail with check payable to Wells Fargo

Account Number 4485 4203 2255 7844
 New Balance \$2,077.12
 Minimum Payment \$21.00
 Payment Due Date 03/17/2015

00210002077120044654203225578445

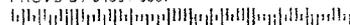
YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 2255 ROCK CANYON CIR
 PROVO UT 84604-6087



Summary Nancy Decker Credit Card

Payor	Nancy Decker		
Sum of Amount	Column Labels		
Row Labels	CC		Grand Total
12/2/2014		2779.85	2779.85
Harper-Kilgore		2779.85	2779.85
12/5/2014		443.23	443.23
Burton Lumber		443.23	443.23
12/11/2014		3382.76	3382.76
Peterson Plumbing Supply		3382.76	3382.76
12/16/2014		1512.02	1512.02
Peterson Plumbing Supply		1512.02	1512.02
12/17/2014		-179.22	-179.22
Credit: Peterson Plumbing Supply		-179.22	-179.22
12/18/2014		662.24	662.24
Westco Carpets Inc		662.24	662.24
12/19/2014		509.16	509.16
Peterson Plumbing Supply		509.16	509.16
12/22/2014		266.51	266.51
Platt Electric		266.51	266.51
12/23/2014		10000	10000
Sequoia		10000	10000
12/29/2014		4653.15	4653.15
Smith Hardware and Glass		4653.15	4653.15
1/12/2015		1019.29	1019.29
Specialty Supply Co		1019.29	1019.29
1/20/2015		2242	2242
Dumpsters & Drywall		2242	2242
1/27/2015		2242	2242
Dumpsters & Drywall		2242	2242
Grand Total		29532.99	29532.99

NANCY D DECKER
 Account Number: ### # 9089

Statement Closing Date:
 December 08, 2014

Visa Signature®

Summary of Account Activity	
Previous Balance	\$ 17.24
Payments	- 17.24
Other Credits	- 0.00
Other Debits	+ 0.00
Purchases	+ 3,305.69
Cash Advances	+ 0.00
Special	+ 0.00
Fees Charged	+ 0.00
Interest Charged	+ 0.00
NEW BALANCE	\$ 3,305.69
Revolving Credit Line	\$14,400.00
Available Revolving Credit Line	11,094.31
Available Cash	2,900.00
Amount Over Revolving Line	0.00
Amount Disputed	0.00
Statement Closing Date	12/08/14
Days in Billing Cycle	31

Payment Information	
New Balance	\$ 3,305.69
Total Minimum Payment Due	\$ 100.00
Payment Due Date	01/02/15
Late Payment Warning: IF WE DO NOT RECEIVE YOUR MINIMUM PAYMENT BY THE DATE LISTED ABOVE, YOU MAY HAVE TO PAY A LATE FEE UP TO \$37.	

Contact Information	
Customer Service: (800) 476 - 4BBT (4228)	Visit us on the web at: www.BBT.com
Please send Billing Inquiries and Correspondence to: BANKCARD SERVICE CENTER PO BOX 698 WILSON, NC 27894-0698	Please Mail Your Payments to: PO BOX 580435 CHARLOTTE NC 28258-0435

Transactions						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
12/02	12/03	PPLN13 001	24493984337286185055181	HARPER-KILGORE 801-382-6575 UT	\$ 2,779.85	Cement
12/05	12/07	PPLN13 001	24493984339200495100080	BURTON LUMBER LINDON 801-785-6858 UT	443.23	
12/05	12/07	PPLN13 001	24755424340733407869654	MIKAROSE LLC PROVO UT	65.37	
12/05	12/07	PPLN13 001	24692164339000466302451	SVC*PROTECTION-ADV 800-626-2224 GA	17.24	

NOTICE: SEE REVERSE SIDE OF FIRST PAGE FOR IMPORTANT INFORMATION
 Page 1 of 3 5736

BB&T
 PO BOX 200
 WILSON NC 27894-0200

46160811083890890003305690000100008

Account Number ### # 9089

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
12/08/14	\$3,305.69	\$100.00	01/02/15

\$

AMOUNT OF PAYMENT ENCLOSED

NANCY D DECKER
 PO BOX 971391
 OREM UT 84097-1391



MAKE CHECK PAYABLE TO:
 BB&T
 PO BOX 580435
 CHARLOTTE NC 28258-0435

2890891 5 250 1 1 18 46 1608 1 108 3

NANCY D DECKER
 Account Number: #### #### ####

Statement Closing Date:
 January 08, 2015

Visa Signature®

Summary of Account Activity		
Previous Balance		\$ 3,305.69
Payments	-	20,989.97
Other Credits	-	179.22
Other Debits	+	0.00
Purchases	+	22,533.89
Cash Advances	+	0.00
Special	+	0.00
Fees Charged	+	0.00
Interest Charged	+	0.00
NEW BALANCE		\$ 4,670.39
Revolving Credit Line		\$14,400.00
Available Revolving Credit Line		9,729.61
Available Cash		2,900.00
Amount Over Revolving Line		0.00
Amount Disputed		0.00
Statement Closing Date		01/08/15
Days in Billing Cycle		31

Payment Information	
New Balance	\$ 4,670.39
Total Minimum Payment Due	\$ 141.00
Payment Due Date	02/02/15
Late Payment Warning: IF WE DO NOT RECEIVE YOUR MINIMUM PAYMENT BY THE DATE LISTED ABOVE, YOU MAY HAVE TO PAY A LATE FEE UP TO \$37.	

Contact Information	
Customer Service: (800) 476 - 4BBT (4228)	Visit us on the web at: www.BBT.com
Please send Billing Inquiries and Correspondence to: BANKCARD SERVICE CENTER PO BOX 698 WILSON, NC 27894-0698	Please Mail Your Payments to: PO BOX 580435 CHARLOTTE NC 28258-0435

Transactions						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
12/08	12/10	PPLN13 001	24071054343987106163129	WHITE SMILES FAMILY DE OREM UT	\$ 1,424.00	
12/11	12/12	PPLN13 001	24755424346733469312746	PETERSON PLUMBING SUPPLY 801-4349700 UT	3,382.76	Plumbing
12/16	12/17	PPLN13 001	24755424351733519857999	PETERSON PLUMBING SUPPLY 801-4349700 UT	919.49	
12/16	12/17	PPLN13 001	24755424351733519858013	PETERSON PLUMBING SUPPLY 801-4349700 UT	522.60	
12/16	12/17	PPLN13 001	24755424351733519858070	PETERSON PLUMBING SUPPLY 801-4349700 UT	60.82	
12/16	12/17	PPLN13 001	24755424351733519858088	PETERSON PLUMBING SUPPLY OREM UT	9.11	

NOTICE: SEE REVERSE SIDE OF FIRST PAGE FOR IMPORTANT INFORMATION

BB&T
 PO BOX 200
 WILSON NC 27894-0200

46160811083890890004670390000141004

Account Number #### #### #### 9089

Closing Date	New Balance	Total Minimum Payment Due	Payment Due Date
01/08/15	\$4,670.39	\$141.00	02/02/15

\$

AMOUNT OF PAYMENT ENCLOSED

NANCY D DECKER
 PO BOX 971391
 OREM UT 84097-1391



65697

MAKE CHECK PAYABLE TO:

BB&T
 PO BOX 580435
 CHARLOTTE NC 28258-0435

2890890 525011118 46160811083

NANCY D DECKER
 Account Number: ##### 9089

Statement Open/Close Date:
 12/09/2014 - 01/08/2015

Transactions...Continued						
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount	
12/16	12/18	PPLN13 001	24692164351000642449955	LOWES #00178* OREM UT	106.81	
12/19	12/21	PPLN13 001	24755424354153547103521	PETERSON PLUMBING SUPPLY OREM UT	509.16	
12/18	12/21	PPLN13 001	24789164353703914810026	WESTCO CARPETS 801-226-8512 UT	662.24	
12/22	12/23	PPLN13 001	24492154357207266800077	PLATT ELECTRIC 109 LINDON UT	266.51	
12/23	12/24	PPLN13 001	24692164357000301862377	SO *SEQUOIA PRESS Provo UT	10,000.00	←
12/29	12/31	PPLN13 001	24692164364000103099633	SMITH HARDWARE AND GLA OREM UT	4,653.15	
01/05	01/06	PPLN13 001	24692165005000128225769	SVC*PROTECTION-ADV 800-626-2224 GA	17.24	
Payments Adjustments and Other						
12/15	12/16	000	0000000000	ONLINE BANKING TRANSFER	8,112.45 -	
12/17	12/23	000	74755424356153520602393	CREDIT VOUCHER	179.22 -	
12/26	12/28	000	0000000000	PETERSON PLUMBING SUPPLY OREM UT ONLINE BANKING TRANSFER	12,877.52 -	
TOTAL PAYMENTS OR ADJUSTMENTS					\$	21,169.19 -
2015 Totals Year To Date						
Total Fees Charged in 2015					\$	0.00
Total Interest Charged in 2015					\$	0.00

Important Messages

YOU CAN MAKE PAYMENTS TO YOUR CREDIT CARD ACCOUNT FROM YOUR BB&T DEPOSIT ACCOUNT ONLINE. IT'S AS EASY AS 1, 2, 3. SIMPLY LOGIN TO BB&T ONLINE®, ACCESS YOUR CREDIT CARD ACCOUNT, AND CLICK ON THE MAKE PAYMENT BUTTON. NOT A CURRENT BB&T ONLINE MEMBER? VISIT BBT.COM AND ENROLL TODAY. WHILE YOU'RE THERE, SIGN UP FOR ONLINE STATEMENT DELIVERY AND ENJOY MORE CONVENIENCE AND SECURITY.

SHOP WITH CONFIDENCE - YOUR BB&T CREDIT CARD HAS YOU COVERED! HAVE PEACE OF MIND KNOWING YOU ARE PROTECTED WHILE YOU SHOP, WITH REAL-TIME FRAUD MONITORING AND ZERO LIABILITY ON UNAUTHORIZED PURCHASES.

YOU HAVE 83270 BB&T REWARDS POINTS AS OF THE FRIDAY PRIOR TO YOUR STATEMENT CLOSING DATE. TO REDEEM YOUR POINTS OR TO CHECK YOUR CURRENT POINTS BALANCE, SIMPLY LOGIN TO BB&T ONLINE OR CALL (800) 810-4286.

Interest Charge Calculation/Plan Level Information								
Plan Name	Plan Description	ICM ¹	Previous Balance	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge	Ending Balance
Purchases								
PPLN13 001	PURCHASE	G	\$3,305.69	\$0.00	0.01958% (D)	7.1500% (V)	\$0.00	\$4,670.39
Cash								
CPLN40 001	CASH	A	\$0.00	\$0.00	0.03876% (D)	14.1500% (V)	\$0.00	\$0.00
TOTAL			\$3,305.69	0.00			\$0.00	\$4,670.39

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (M) = Monthly (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate. If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

NANCY D DECKER
 Account Number: ### ## ## ##

Statement Open/Close Date:
 01/09/2015 - 02/05/2015

Transactions					
Trans Date	Post Date	Plan Name	Reference Number	Description	Amount
01/12	01/13	PPLN13 001	24332395013006549656101	SPECIALTY SUPPLY CO. 801-9738269 UT	\$ 4,019.29
01/20	01/22	PPLN13 001	24639235021900015400028	DUMPSTERS & DRYWALL LLC 801-6160511 UT	2,242.00
01/23	01/25	PPLN13 001	24692165023000241183125	PROVOCITYRESIUTILPMNT 801-852-6000 UT	132.55
01/27	01/29	PPLN13 001	24639235028900015700081	DUMPSTERS & DRYWALL LLC 801-6160511 UT	2,242.00
Payments Adjustments and Other					
01/28	01/29	000	00000000000	ONLINE BANKING TRANSFER	2,000.00 -
01/28	01/29	000	00000000000	ONLINE BANKING TRANSFER	2,670.39 -
01/29	02/03	000	74053305033900012300014	CREDIT VOUCHER ALSIDE SUPPLY #190 OREM UT	131.72 -
TOTAL PAYMENTS OR ADJUSTMENTS					\$ 4,802.11 -
2015 Totals Year To Date					
Total Fees Charged in 2015					\$ 0.00
Total Interest Charged in 2015					\$ 0.00

Cabinets
 Facial soft
 Facial
 Soft

Important Messages

SHOP WITH CONFIDENCE - YOUR BB&T CREDIT CARD HAS YOU COVERED! HAVE PEACE OF MIND KNOWING YOU ARE PROTECTED WHILE YOU SHOP, WITH REAL-TIME FRAUD MONITORING AND ZERO LIABILITY ON UNAUTHORIZED PURCHASES. YOU HAVE 88923 BB&T REWARDS POINTS AS OF THE FRIDAY PRIOR TO YOUR STATEMENT CLOSING DATE. TO REDEEM YOUR POINTS OR TO CHECK YOUR CURRENT POINTS BALANCE, SIMPLY LOGIN TO BB&T ONLINE OR CALL (800) 810-4286.

Interest Charge Calculation/Plan Level Information								
Plan Name	Plan Description	ICM ¹	Previous Balance	Balance Subject to Interest Rate	Periodic Rate ²	Annual Percentage Rate (APR) ³	Interest Charge	Ending Balance
Purchases								
PPLN13 001	PURCHASE	G	\$4,670.39	\$0.00	0.01958% (D)	7.1500% (V)	\$0.00	\$5,504.12
Cash								
CPLN40 001	CASH	A	\$0.00	\$0.00	0.03876% (D)	14.1500% (V)	\$0.00	\$0.00
TOTAL			\$4,670.39	0.00			\$0.00	\$5,504.12

¹ ICM Interest Charge Method: See reverse side of Page 1 for explanation.
² Periodic Rate (M) = Monthly (D) = Daily
³ Your Annual Percentage Rate (APR) is the annual interest rate on your account.
 (V) = Variable Rate If you have a variable rate account the periodic rate and Annual Percentage Rate (APR) may vary.

Exhibit G

Unsubstantiated Payments

Unsubstantiated Payment #1

Central Bank: Mortgage Interest

At the time of the application, the Homeowner has failed to provide evidence that the total claimed interest was included in the contracted amount. If the "Sequoia Builder Cost Breakdown Decker" document is deemed by the board to be included in the contract, it does allow for a total of \$7,000 in "Interest Reserve and Origination Fee" (line 5). The Division included \$4,107.24 for payment of Origination Fees in the total fees associated with the lot purchase from Black Diamond Development Group.

If the purchase of the lot is included in the total allowed cost, only \$2,892.76 in interest would remain allowable in the contract cost.



CENTRAL BANK

FDIC

AMERICAN FORK | LEHI | MAPLETON | OREM | PAYSON | PLEASANT GROVE | PROVO | RIVERSIDE | SPANISH FORK | SPRINGVILLE

DAVID MICHAEL DECKER, SR
P O BOX 971391
OREM UT 84097

PAGE 1

SOCIAL SECURITY NUMBER
***-**-1864

INSTITUTION IDENTIFICATION NUMBER
87-0271990

FOR QUESTIONS CALL
(801)375-1000

MORTGAGE INTEREST STATEMENT
FORM 1098
FOR THE TAX YEAR 2014

177101383 - LOAN

1. MORTGAGE INTEREST RECEIVED FROM PAYER(S)/BORROWER(S)	21,079.11
2. POINTS PAID ON PURCHASE OF PRINCIPAL RESIDENCE	.00
3. REFUND OF OVERPAID INTEREST	.00

***** SUMMARY OF INFORMATION REPORTED TO THE IRS *****

1. MORTGAGE INTEREST RECEIVED FROM PAYER(S)/BORROWER(S)	21,079.11
2. POINTS PAID ON PURCHASE OF PRINCIPAL RESIDENCE	.00
3. REFUND OF OVERPAID INTEREST	.00

PLEASE RETAIN THIS STATEMENT FOR TAX PURPOSES OMB NO. 1545-0901 COPY B

THIS IS IMPORTANT TAX INFORMATION AND IS BEING FURNISHED TO THE INTERNAL REVENUE SERVICE. IF YOU ARE REQUIRED TO FILE A RETURN, A NEGLIGENCE PENALTY OR OTHER SANCTION MAY BE IMPOSED ON YOU IF THE IRS DETERMINES THAT AN UNDERPAYMENT OF TAX RESULTS BECAUSE YOU OVERSTATED A DEDUCTION FOR THIS MORTGAGE INTEREST OR FOR THESE POINTS OR BECAUSE YOU DID NOT REPORT THIS REFUND OF INTEREST ON YOUR RETURN. THE AMOUNT SHOWN MAY NOT BE FULLY DEDUCTIBLE BY YOU ON YOUR FEDERAL INCOME TAX RETURN. LIMITATIONS BASED ON THE COST AND VALUE OF THE SECURED PROPERTY MAY APPLY. IN ADDITION, YOU MAY ONLY DEDUCT AN AMOUNT OF MORTGAGE INTEREST TO THE EXTENT IT WAS INCURRED BY YOU, ACTUALLY PAID BY YOU, AND NOT REIMBURSED BY ANOTHER PERSON.

PLEASE SEE ENCLOSED INSTRUCTIONS

0000001864



ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
08	11/25/14	\$2,288.66	Personal Checking XXXXXX0824

WELLS FARGO BANK

1008

UNIVERSITY MALL 1175 S STATE ST OREM, UT 84097

DATE 11-25-14

31-29711240

PAID TO THE ORDER OF Central Bank \$ 2288.66
Two thousand two hundred eighty-eight and 66/100 DOLLARS

DAVID M DECKER
 JANCY D DECKER
 PO BOX 971381
 OREM UT 84097-1381

Loan # 177101383

Nancy D Decker

⑆ 124002971⑆8891900824⑆1008

<p>11-25-14 1008 009700 >124300327<</p> <p>The following items are not cash equivalents: Money orders, travelers checks, and other negotiable instruments. Electronic payments, such as direct deposits, are not cash equivalents. Funds held in a Wells Fargo account are not cash equivalents.</p>	<p>>124300327< Central Bank 11/25/2014 0010-8296 R0012 B0140 S009700 177101383</p>	<p>DO NOT WRITE/STAMP BELOW THIS LINE</p> <p>ENDORSE HERE</p>
---	--	---

Equal Housing Lender

ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
	08/20/14	\$1,765.78	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
 NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-6612

361

31-29712432760
8391900824

8-20/14

Pay to the Order of Central Bank \$ 1765.78

One thousand sixty-five and 78/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
Utah
wellsfargo.com

FOR Interest payment Nancy Decker

⑆ 124002971 ⑆ 8891900824 ⑆ 00361

>124300327<
 Central Bank
 08/20/2014 0005-0005
 R0012 E0084 S008250
 0820 0512 008250 >124300327< 177101383

Equal Housing Lender

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ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
3	09/16/14	\$1,902.71	Personal Checking XXXXXX0824

DAVID M DECKER 08/12
NANCY D DECKER
 840 E 900 S
 OREM, UT 84097-6512

376
01-297/1240 2760
888-900824

9-12-14 1/10/14

Pay to the order of Central Bank \$ 1902.71
One thousand nine hundred two and 71/100 Dollars

Wells Fargo Bank, N.A.
 Equal Housing Lender
 www.wellsfargo.com

For Loan # 177101383 Nancy D Decker MP
 ⑆12400297⑆ 8891900824⑆ 00376

RAYARD/14/09/14

0916 1701 000190 >124300327< >124300327<

Central Bank
 09/16/2014 0017-0117
 R0011 B0073 S000190
 177101383

CENTRAL BANK

Equal Housing Lender



ew Check Copy

Check Number	Date Posted	Check Amount	Account Number
3	10/07/14	\$2,060.26	Personal Checking XXXXXX0824

DAVID M DECKER 08/12 103-713-0001
 NANCY D DECKER
 840 E 900 S
 OHM, UT 84097-6612

386
31-2971240 2760
6891800824

10-7-14
Date

Pay to the order of Central Bank \$: 2060.26
Two thousand sixty and 26/100 Dollars

Per # 177101383 Nancy D Decker

MICR: ⑆12400297⑆ 8891900824⑆ 00386

WY 115 P.N.F.G.U. Wells Fargo Bank, N.A. Utah www.wf.com

1007 1703 002350 >124300327< >124300327<
 Central Bank
 10/07/2014 0017-0115
 R0013 B0137 S002350
 177101383

CENTRAL BANK

Equal Housing Lender

Bank 14
10:49:02

BANKRITE MANAGEMENT SUPPORT SYSTEM

2/05/15

Display Previous Tax Information

DAVID MICHAEL DECKER, SR
P O BOX 971391
OREM UT 84097

Account	17 177101383	Cust	180340
Tax ID Number	224-68-1864	Tax ID Type	P
IRS Form	1098	Return Type	CLA
Last Maintenance			

Loan Interest Statement

Loan Interest Received From Payer(s)/Borrower(s)	21,079.11
Points Paid on Purchase of Principal Residence	.00
Refund of Overpaid Interest	.00

F1=Help F12=Cancel

STATE FARM INSURANCE

Inbox x

Tammy Coburn

4:12 PM (21 minutes ago)

to me

Nancy,

When the policy was written in 10-13 \$577.00 was paid with a credit card. Reference # was 00000313U34ST. On 10-14 \$598.00 was paid by Chase.
Hope this is what you were looking for.

Have a good night.

Tammy Coburn

Kim B Jaspersen, Agent
310 S Freedom Blvd
Provo, UT 84601
(801) 374-6650 office
(801) 374-6685 fax

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending in ~~XXXX~~
09/23/2013 to 10/23/2013

Balance Summary

Previous Balance	\$676.49
- Payments	\$2,000.00
- Other Credits	\$23.34
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$2,808.85
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$1,462.00
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2265
 Outside the US Call Collect: 1-925-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$6,538

Payment Information

New Balance	\$1,462.00
Minimum Payment	\$15.00
Payment Due Date	11/17/2013

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 11/17/2013, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	12 years	\$2,649
\$50	3 years	\$1,803 (Savings of \$846)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/eo/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Important Information

REVISED AGREEMENT FOR ONLINE BANKING
 WE'VE UPDATED OUR ONLINE ACCESS AGREEMENT.
 TO SEE WHAT HAS CHANGED, PLEASE VISIT WELLSFARGO.COM/ONLINEUPDATES.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 09/30/2013 18,106

The Rewards Balance is for Rewards ID 60005610280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
09/30	09/30	74465428H0A96TSSV	ONLINE PAYMENT	800.00	
10/14	10/14	74465428Z0A99YV4K	ONLINE PAYMENT	1,200.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,000.00	

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5896 YKG 1 7 15 131023 0 PAGE 1 of 3 10 5583 2000 C066 01DP5596

Detach and mail with check payable to Wells Fargo

Account Number 4485 4203 2255 7844
 New Balance \$1,462.00
 Minimum Payment \$15.00
 Payment Due Date 11/17/2013

00150001462000044654203225578443

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 840 E 900 S
 OREM UT 84097-5812

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 2 of 3

Ending in 7844
09/23/2013 to 10/23/2013

Transactions (Continued...)

Trans	Post	Reference Number	Description	Credits	Charges
Other Credits					
09/27	09/27	74427338FLM8DMWQ8	MACEYS PROVO SSS PROVO UT	7.46	
10/07	10/07	74445008T5SBHLE71	HOBBY LOBBY # 448 OREM UT	7.69	
10/07	10/07	74445008T5SBHLE9A	HOBBY LOBBY # 448 OREM UT	4.28	
10/09	10/09	74164078S2LRQ42FT	TARGET 00017541 OREM UT	3.93	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$23.34	

Purchases, Balance Transfers & Other Charges

09/21	09/23	240133989019NAYG8	COUNTRY KITCHEN ABERDEEN ID		66.34
09/25	09/25	24445008D5SB8YNQ8	HOBBY LOBBY # 448 OREM UT		8.80
09/25	09/25	24455018Q447ZDTMP	WAL-MART #3208 SPRINGVILLE UT		116.70
09/25	09/25	24682168Q00TFPSR0	BRIGHAM YOUNG UNIV WEB 801-422-4701 UT		49.80
09/26	09/26	24013398D01H28S23	JCWS RESTAURANT PROVO PROVO UT		16.14
09/26	09/26	24373288E7WQVDXL1	TAI-PAN TRADING- OREM OREM UT		34.58
09/26	09/26	24445008E5SBGBRM2	HOBBY LOBBY # 448 OREM UT		12.11
09/27	09/27	24445008E8PMDJG9D	SMITHS FOOD #4144 OREM UT		17.76
09/27	09/27	24455018E447Y2W2V	WAL-MART #1768 OREM UT		65.89
09/27	09/27	24610438F03RT3Z83	ROSS STORES #751 OREM UT		35.22
09/28	09/28	24610438G03R938GZ	ROSS STORES #751 OREM UT		18.13
09/30	09/30	24842188JWGN89V75	MARK E JOHNSON OREM UT		21.25
09/30	09/30	24445008JHEZMWDKF	WALGREENS #11150 OREM UT		24.57
10/01	10/01	24164078K7DLMMD23	SUBWAY 03009552 OREM UT		25.51
10/01	10/01	24445008KHFO0NWT5	WALGREENS #11150 OREM UT		13.91
10/02	10/02	24431068LRQEB3MF9	PANDA EXPRESS #896 OREM UT		16.37
10/03	10/03	24842188MVGNBATML	ALPINE SPINAL REHAB PROVO UT		301.00
10/03	10/03	24427338MLM8ALS3A	MACEYS PROVO PROVO UT		40.44
10/03	10/03	24512398LDB8AK8Y3	EDMUNDS PERIODONTICS IN PROVO UT		981.60
10/05	10/05	24445008PHEYX8Y94	WALGREENS #11150 OREM UT		33.07
10/07	10/07	24223688TLEERS0Z2	POST MART OREM OREM UT		20.75
10/07	10/07	24164078R2LR7V479	TARGET 00017541 OREM UT		91.90
10/07	10/07	24445008T5SBHLEF5	SALLY BEAUTY #1552 OREM UT		10.45
10/09	10/09	24071058VWPB47LNK	WHITE SMILES FAMILY DE OREM UT		74.00
10/09	10/09	24164078S2LR7DQ0D	TARGET 00017541 OREM UT		29.23
10/16	10/16	24610438203TF7NYY	STATE FARM INSURANCE 800-956-6310 IL		577.00
10/17	10/17	244450093HF01XPON	WALGREENS #11150 OREM UT		10.04
10/17	10/17	24690519361H2FEFQ	KNEADERS PROVO 8018122200 UT		10.75
10/18	10/18	247554194MAJP085Z	HOLT ARENA POCATELLO ID		38.00
10/21	10/21	240151796018V6ASH	WALKERS 12 LINDON UT		45.58
10/21	10/21	2407105974K94FXZ0	COUNTRY FURNITURE WEST JORDAN UT		21.38
TOTAL PURCHASES, BALANCE TRANSFERS & OTHER CHARGES FOR THIS PERIOD					\$2,508.85

*Home Insurance
for New Home*

Fees Charged

TOTAL FEES CHARGED FOR THIS PERIOD	\$0.00
------------------------------------	--------

Interest Charged

INTEREST CHARGE ON PURCHASES	0.00
INTEREST CHARGE ON CASH ADVANCES	0.00
TOTAL INTEREST CHARGED FOR THIS PERIOD	\$0.00

2013 Totals Year-to-Date	
TOTAL FEES CHARGED IN 2013	\$37.75
TOTAL INTEREST CHARGED IN 2013	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
PURCHASES	14.15% variable	\$0.00	31	\$0.00
CASH ADVANCES	23.99% variable	\$0.00	31	\$0.00

Unsubstantiated Payment #3

Provo City: Landscaping Bond

1. The Homeowner provided no documentation that this payment was endorsed by, and cashed by Provo City.
2. In the event the check had been cashed by Provo City, the payment does not appear to be part of the contract with the Original Contractor:
 - a. The "Sequoia Builder Cost Breakdown Decker" does not include any landscaping costs
 - b. The check was written at the time the Homeowners took possession of the residence.
 - c. The bond would have been released after the Homeowners complied with the permit requirements, which were outside the dates of the original contract. Or the bond would have been forfeit if the Homeowners failed to comply with the permit requirements.

Provo City Finance Department
Treasury Receipt
12/23/2014

Receipt # 67314
Batch # AROTH 141223 08:05

Description: Landscaping Bond BP#31987

Name : Decker, David M

Cash Bond - CBND22502 176 22502 \$1,500.00

Cash:	\$0.00	
Check:	\$1,500.00	1115
Credit Card:	\$0.00	
<hr/>		
Total:	\$1,500.00	
<hr/>		

8 DECKER, LLC 12/12
840 E 900 S
OREM, UT 84097-6612

AROTH 141223
R# 67314

1115
31-297/1240 2760
7455007422

12-23-14
Date

Pay to the Order of Provo City \$ 1500 ¹⁰/₁₀₀

One thousand five hundred and no/100 Dollars

WELLS FARGO
Wells Fargo Bank, N.A.
Utah
wellsfargo.com

For Bond to Provo City Nancy Decker MP

⑆ 124002971⑆ 7455007422⑆ 01115



Customer: DAVID DECKER

Service at: 2255 N Rock Canyon Cir

Bill Date: 12/03/2014

Account #	Previous Balance	Payment Made	Unpaid Balance	Current Charges	Amount Due	Due Date
516425-42342			\$0.00	\$108.09	\$108.09	12/23/2014

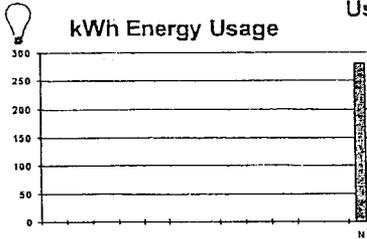
Charge Summary:

Electric Meter # 71858579	\$38.50
Water Meter # 53006049	\$9.46
Waste Water	\$14.37
Storm Water	\$5.89
Solid Waste	\$16.37
Transportation	\$3.50
Miscellaneous Charge	\$20.00
Total Charges	\$108.09

Important News:

*****Notice of Hours of Operation Change***** As of January, 2015 hours of operation for Customer Service will be 8:00 AM - 6:00 PM, Monday - Friday. Please make note of this change for future service needs.

Residential Electric Details: Schedule 1



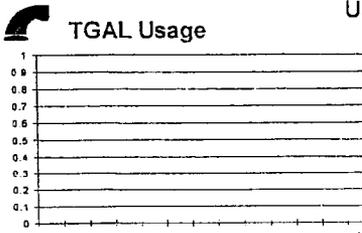
Usage for meter: 71858579
 11/06/2014 to 11/28/2014
 Start Read: 0
 End Read: 280
 Multiplier: 1
 Usage: 280

Charges for meter: 71858579

	Days	Usage	Avg Use Per Day	Avg Cost Per Day
This Month	22	280	13	1.75
Last Month	0	0	0	
Last Year	0	0	0	

Block 1	280 kwh	0.0835	\$23.38
Customer Service Charge			\$6.25
Telecom Debt Charge			\$5.35
Municipal Use Tax			\$2.10
State Sales Tax 4.05%			\$1.42
Residential Electric Sub-total:			\$38.50

Residential Water Details:



Usage for meter: 53006049
 11/06/2014 to 11/26/2014
 Start Read: 0
 End Read: 0
 Multiplier: 1
 Usage: 0.00

Charges for meter: 53006049

	Days	Usage	Avg Use Per Day	Avg Cost Per Day
This Month	20	0.00	0.0	0.47
Last Month	0	0.00	0.0	
Last Year	0	0.00	0.0	

Water	\$0.00
Base Charge	\$8.92
Water Municipal Use Tax 6.0%	\$0.54
Residential Water Sub-total:	\$9.46

Utilities before we moved in!

Please return this portion with your payment

[1/1]



Provo City Utilities
 351 West Center Street
 PO BOX 1849
 Provo, UT 84603-1849

Service Address: 2255 N Rock Canyon Cir
 Account Number: 516425-42342
 Payment Due By: 12/23/2014
 Total Amount Due: \$108.09

Help Contribution:

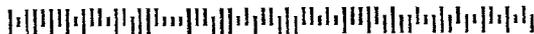
Amount Enclosed:

paid \$112.29

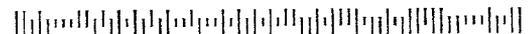
31141238

REMIT TO :

PRO1204A AUTO 5-DIGIT 84604
 7000000706 00.0002.0329 706/1



DAVID DECKER
 2255 N ROCK CANYON CIR
 PROVO UT 84604-8037



PROVO CITY UTILITIES
 PO BOX 1849
 PROVO, UT 84603-1849

0000516425004234200000108094

Unsubstantiated Payment #5

RCWilley: Order # 33567633/33429470/33567446/33972013

The Homeowner has submitted multiple invoices for appliances. The contracted amount for appliances was \$2337.90 in the "Sequoia Builder Cost Breakdown Decker" (Exhibit B).

It is general practice that washers and dryers are not part of real estate contracts. They are considered to be Personal Property. Even if we were to set aside this general practice, the Homeowners provided documentation of payment for only order # 33429470.

Additionally, the Homeowners have far exceeded the contracted amount for appliances with the purchase of other conventionally accepted items, as explained below.

In the approved payments, a draw issued from Central Bank in the amount of \$8787.43 on check 161547 for RCWilley order # 32614016. See the owners attached statements regarding the change to the original order that resulted in orders 33567446 and 33972013 and an additional payment of \$898.65 and \$914.67, for a total of \$1813.32. Since the original draw far exceeded the contract amount, it was determined that any changes to the appliance without a signed change order should be excluded from determining payment in full.

Tracy,

Thank you again for all of your help. I found some more files. I couldn't find the Lowes receipts. Here are the updates:

The name of the hardware company is Smith Hardware and Glass.

1. The Warranty Deed saying we purchased the land from Black Diamond Development Group
2. The receipt from Central Bank saying we had paid \$21,079.11 in interest to their bank. The reason it was so much was because the contracted the house would be finished 6 months after excavation which happened in January 2014. The house should have been finished in July, but it wasn't finished until the end of December which caused us to pay extra interest on our construction loan.
3. Not sure if you have this page. \$2,554.85 for itemized finance charges for \$2, 554.85
4. RC Willey we paid \$898.65 for an upgrade on the apartment appliances. RC Willey emailed me this receipt.
5. We also paid \$914.67 by VISA to upgrade our kitchen appliances.
6. We paid for a washer and dryer for upstairs \$1598.22. We paid cash.
7. We paid for a washer and dryer for the apartment \$1361.65 Visa
8. We paid for homeowner insurance on the construction home from State Farm: \$577.00
9. Found the Provo City Landscaping Bond for \$1500
10. Included is the Provo City Utilities for the utilities owed while they were still building.

see next page for "upgrade" explanation

We hope we found everything we need. Please let us know.

Thanks,

Dave and Nancy



Tracy Naff <tnaff@utah.gov>

Re: Nancy & Dave Decker Info for Tracy Naff April 24

1 message

Dave Decker <8decker@gmail.com>

Mon, Apr 27, 2015 at 9:11 AM

To: Tracy Naff <tnaff@utah.gov>

Hi Tracy,

I am sorry, I should not have listed the appliances as upgrades. What happened was we had mismatched appliances. I found out that appliances should be the same brand. All we did was change the appliances to be the same brand in the upstairs kitchen and in the basement. By changing the brands there was a cost increase.

Thanks so much,
Dave and Nancy

On Mon, Apr 27, 2015 at 7:49 AM, Tracy Naff <tnaff@utah.gov> wrote:

Dear Dave and Nancy,

Thank you so much for all the info. I will revise the spreadsheet and then add this to the file that Carolyn is reviewing.

Unfortunately there is another issue now since you are stating some of these expenses are "upgrades". Typically we can not include upgrades in the total amount unless included in the original contract or a written change order to the contract. You may be asked to explain this by the board or the claims examiner. Also, if you are renting the apartment as an "income property" this may be an issue but I am not an expert on the statute - so keep in mind you may be asked for an explanation.

I have a strong feeling this will not be ready for the next board meeting as she is also reviewing other applications that came before yours, but I am hoping for the best.

I will let you know if I hear anything or need more information.
Hope you both have a wonderful day!

Tracy

On Fri, Apr 24, 2015 at 8:12 PM, Dave Decker <8decker@gmail.com> wrote:

Hi Tracy,

Wow are you going to be glad when we are finished!

Are we your most difficult case ever?

Please see attachments.

Thanks Again for all your great help!

Deckers

--
David M. Decker, Sr.
Complete Merchant Solutions
703-713-0000 Office

SALES ORDER



Orem Store
40 East 1300 South
Orem, UT 84058-7684

801-227-8800
Associate Cell # 801-874-7031
Customer Service 801-227-8860
Delivery 801-596-6950

SOLD TO:

DAVID DECKER
840 E 900 S
OREM UT 84097

<http://www.rcwilley.com>

Delivery Address:

DAVID DECKER
840 E 900 S
OREM UT 84097

ORDER #	33567633
DATE	06/24/14

* SHIP LOC:57 RTE: VAL Page: 1

ACCOUNT NO.: 2144726264 STORE: 05

CUSTOMER PHONE NO.	SOLD BY	PAYMENT TYPE	DELIVERY DATE
HOME # 703 713-0001 WORK # 703 713-0000	7511 DAVID DECKER ANDERSON	CASH	

INSTRUCTIONS

CREDIT AUTHORIZATION

LINE NO.	SKU	MODEL	DESCRIPTION	STK LOC	QTY	BKO	PRICE	AMOUNT
	3809722	WHP .WTW8500BW-W/WNOHOS	W/W"CABRIO"4.8DOE 13-CYC 4-TMP	56	1	0	776.99	776.99
	2415844	NDAD .BK119-5'STAINLESS	1-SET 5'STAINLESS HOSE KIT	56	1	0	19.99	19.99
	3812057	WHP .WED8500BW-W/WGLASS	W/W"CABRIO"11-CYC ELE 7.6 DRYR	56	1	0	776.99	776.99
	4660064	JSS DRYERKIT	DRYER KIT	56	1	0	16.99	16.99
=====								
MERCHANDISE SUB-TOTAL:								1590.96
DELIVERY CHARGES:								59.00
ADJUSTMENTS: WHP/KIT 10% OFF								-155.40
SALES TAX:								103.66
=====								
TICKET TOTAL:								1598.22
=====								

Washer / Dryer

The merchandise on this sales order must then be either delivered or picked up within 30 days of its availability.

Your 3 hour delivery time frame will be available after 7:00 PM the night before your delivery via email, www.rcwilley.com or by phone.

I agree to purchase the merchandise listed above at the prices shown. If this transaction is designated as a credit purchase, it is made in accordance with the terms of my R.C. Willey Revolving Charge Account Agreement, including retention of a purchase money security interest in the merchandise listed above. I acknowledge receipt of a copy of this transaction.

TOTAL AMOUNT	1598.22
---------------------	---------

X _____
CUSTOMER'S SIGNATURE DATE

SALES ORDER



Orem Store
40 East 1300 South
Orem, UT 84058-7684

801-227-8800
Associate Call # 801-404-6184
Customer Service 801-227-8860
Delivery 801-596-6950

SOLD TO:
DAVID DECKER
840 E 900 S
OREM UT 84097

http://www.rcwilley.com
Delivery Address:

DAVID DECKER
2255 N CANYON CIR
PROVO UT 84604

ORDER #
33429470
DATE
05/24/14

* SHIP LOC:57 RTE: VAL Page: 1

ACCOUNT NO.: 2144726264 STORE: 05

CUSTOMER PHONE NO.	SOLD BY	PAYMENT TYPE	DELIVERY DATE
HOME # 703 713-0001 WORK # 703 713-0000	5114 LANCE E. LOPEZ	CASH	

INSTRUCTIONS	CALL 7037130001 30MNB4DLY.PUT IN&HKUP WASH&DRY W/HOSES&CORDS	CREDIT AUTHORIZATION
---------------------	---	-----------------------------

LINE NO.	SKU	MODEL	DESCRIPTION	STK LOC	QTY	BKO	PRICE	AMOUNT
	3808602	MAT .MVWC425BW-W/WNOHOS	W/W 3.8DOE 11-CYC 5-TMP S/S TR	56		1	0 529.99	529.99
	3808874	MAT .MEDC400BW-W/WELEDR	W/W 10-CYC ELE 7.0 SUP CAP DRY	56		1	0 529.99	529.99
	3853860	GEC .JVM6177SFSS-S/S-RC	S/S 1.7'1000W/SENSOR/10-PWR LV	56		1	0 279.99	279.99
	3359913	RCW MFG-WARRANTY-ONLY	DECLINED EXTENDED PROTECTION	56		5	0 0.00	0.00
	2415844	NDAD .BK119-5'STAINLESS	1-SET 5'STAINLESS HOSE KIT	56		1	0 19.99	19.99
	4660064	JSS DRYERKIT	DRYER KIT	56		1	0 16.99	16.99
=====								
MERCHANDISE SUB-TOTAL:								1376.95
DELIVERY CHARGES:								59.00
ADJUSTMENTS: WHP/KIT 10% OFF								-106.00
ADJUSTMENTS: DELIVERY WAIVED								-59.00
SALES TAX:								90.70
=====								
TICKET TOTAL:								1361.65
AMOUNT PAID: VISA 05/24/14								-1361.65
TOTAL AMOUNT PAID:								-1361.65

*Washer
Dryer*

The merchandise on this sales order must then be either delivered or picked up within 30 days of its availability.
Your 3 hour delivery time frame will be available after 7:00 PM the night before your delivery via email, www.rcwilley.com or by phone.

TOTAL AMOUNT	0.00
---------------------	------

I agree to purchase the merchandise listed above at the prices shown. If this transaction is designated as a credit purchase, it is made in accordance with the terms of my R.C. Willey Revolving Charge Account Agreement, including retention of a purchase money security interest in the merchandise listed above. I acknowledge receipt of a copy of this transaction.

X _____
CUSTOMER'S SIGNATURE DATE

WELLS FARGO

VISA

Account Number
Statement Billing Period
Page 1 of 3

Ending in 7844
05/24/2014 to 06/22/2014



Balance Summary

Previous Balance	\$2,075.79
- Payments	\$2,216.41
- Other Credits	\$24.03
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$4,034.35
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$3,869.70
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
 TTY for Hearing/Speech Impaired: 1-800-419-2286
 Outside the US Call Collect: 1-925-825-7600
 Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
 PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$4,130

Payment Information

New Balance	\$3,869.70
Minimum Payment	\$39.00
Payment Due Date	07/17/2014

Send Payments To:
 PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 07/17/2014, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	19 years	\$7,836
\$133	3 years	\$4,771 (Savings of \$3,065)

If you would like information about credit counseling services, refer to www.usdoj.gov/ust/ao/bapcpa/ccde/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 05/31/2014 35,542

The Rewards Balance is for Rewards ID 60005510280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
05/26	05/26	7446542H30A8P3JSN	ONLINE PAYMENT	2,216.41	
TOTAL PAYMENTS FOR THIS PERIOD				\$2,216.41	
Other Credits					
06/14	06/14	7469216HN00FP3G5E	SEAGULL BOOK - 0240 OREM UT	24.03	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$24.03	
Purchases, Balance Transfers & Other Charges					
05/23	05/24	2416407GZQ5E99WQP	USPS 49683101434520502 OREM UT		40.80
05/23	05/24	2442733H0LM8FW82E	MACEYS PROVO PROVO UT		55.49
05/23	05/24	2469216GZ00H8TLXA	LOWES #00178* OREM UT		38.83
05/23	05/24	2471706H04ZMHM2V3	FAMILY PRACTICE CLINIC PROVO UT		5.40
05/24	05/24	2422369H1LEERS4GA	POST MART OREM OREM UT		20.45
05/24	05/24	2478930H2800P3YJZ	RC WILLEY OREM OREM UT		1,361.65

Washer Dryer

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YXG 1 7 15 140622 0 PAGE 1 of 3 10 5582 2000 C063 010P5596

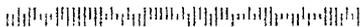
Detach and mail with check payable to Wells Fargo

Account Number 4455 4203 2255 7844
 New Balance \$3,869.70
 Minimum Payment \$39.00
 Payment Due Date 07/17/2014

00390003869700044654203225578442

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
 PO BOX 30086
 LOS ANGELES CA 90030-0086

DAVID M DECKER
 NANCY D DECKER
 840 E 900 S
 OREM UT 84097-6612



DEPOSIT ON ORDER

R.C. Witley Home Furnishings
40 East 1300 South
Orem, UT 84058-7684
TELEPHONE: 801-227-8800
Emp Id: 21024

Date: 06/24/14 02:48PM
Account#
Name: DAVID DECKER
Order#: 33567446
Order Amount: 8,039.37
Order Amt Pd: 914.67
Type: VISA
Amount Paid: 914.67
Amount Tendered: 914.67
Change: 0.00

Thank you for shopping at
R.C. Witley Home Furnishings

RC WITLEY ORE
40 EAST UNIVERSITY PARKWAY
OREM, UT 84058
(801) 227-8800

Merchant ID: 000007015097

Ref #: 0010

Sale

XXXXXXXXXXXX7844

VISA Entry Method: Swiped

Total: \$ 914.67

06/24/14 14:48:29

Inv #: 000010 Appr Code: 024922

Transaction ID: 46413749084922

Apprvd: Online Batch#: 000375

Customer Copy

THANK YOU!



David Decker 2255 Rock Canyon Cir Provo, UT 84604 Home Phone: 702-733-0901 Email: ddecker@rcwilley.com	David Decker 840 E 900 S Orem, UT 84097 Home Phone: 801-223-0007 Work Phone: 702-733-0900
--	---

Delivery Date: You will receive a call within 2 business days to schedule delivery.	Order Date: 6/24/14 RC Willey Account: 3144724094 Sold By: 9553 Brian Powers Cell Phone: 801-939-4041 Store: Orem Store 40 East University Parkway Orem UT 84058 Customer Service: 801-223-0900
--	--

KitchenAid 29 Cu. Ft. French Door Refrigerator	1 EA	\$2,799.99	\$2,799.99
KitchenAid 2.2 Cu. Ft. Microwave Oven	1 EA	\$549.99	\$549.99
KitchenAid Gas Cooktop Previous line is a Special Order item. Requires a 20% non-refundable deposit.	1 EA	\$1,049.99	\$1,049.99
S/S 30" TRIM KIT FOR KCMS2255	1	\$99.99	\$99.99

Kristina McVay <kristina.mcvay@rcwiley.com>

4:32 PM (52 minutes ago)

to me

1. Date: 11/25/14 >> RC WILLEY << Ord#: 33972013
 2. Mail-to: 2144726264 3. Ship-to: Store: 05
 DAVID DECKER DAVID DECKER Back-Order:
 2255 ROCK CANYON CIR 2255 ROCK CANYON CIR Trans Code: 00
 A/R: 10
 PROVO, UT 84604 PROVO, UT 84604 Ship Locn: 57
 4. Home Phone: 703 713-0001 11. Mktg Cd1: 18. Chkh: Prt Flag: P
 5. Alt Phone.: 703 713-0000 12. Email: Unsub +-----Totals-
 6. Sales Id.1: 9553 BRIAN POWERS | 14. Sub-Total.: 2680.99
 7. Route: VAL Sched Delv: After Y/N: | 15. Delivery...: 0.00
 8. Expt Delv: 11/25/14 | 16. Adjustment.: -30.00
 9. Ship Instr: | Sales Tax.: 181.60
 | Invoice....: 2832.59
 0. Pay Instr: | 17. Plan: Amt: 0.00
 ----- 13. -----

Ln	Model Number	Stk	Tran	Order	Comtd	B/O	SO	Price	Ext
1.	WHP-4-PC-ELE-S/SKIT			4PC WHP S/S SXS ELE PACKAGE					
2.	WSF26C2EXY-S/S-SXS	57		1 1	0* Y			1259.99	1259.99
3.	WFE510S0AS-S/SERNG	57		1 1	0 Y			640.00	640.00
4.	WMH32519CS-S/S-1.9'	57		1 1	0*			307.00	307.00
5.	WDF520PADM-S/S55dBA	57		1 1	0*			474.00	474.00

- 1. Whirlpool 4PC elec. Stainless Steel Kitch
- 2. Fridge
- 3. Stove
- 4. Microwave
- 5. Dishwasher

----- Retail Invoice Inquiry -----

>> RC WILLEY << Date.: 11/25/14
 Bill-to: 2144726264 Ship-to: Ref#:
 DAVID DECKER DAVID DECKER Order: 33972013
 Parent #.: Class.: Trans Code: 00
 Invoices: 33972013 PAY TYP REFERENCE # DATE AMOUNT
 Total Taxble Merchandise: 2650.99 Deposits
 Total Commissionable Amt: 2650.99 VISA 7844PHONE 11/21 898.65
 VISA 7844 05/24 299.17
 Merchandise Sub-Total...: 2680.99 CHK 177504 12/10 1634.77
 . Minimum Order Adjustment:
 . Customer Discount Amount:
 . Total Delivery Charge...: 0.00
 . Freight Allowance Amount: 0.00
 . Total Adjustment Chg....: 30.00
 . State Sales Tax Amount...: 124.60 ----- CM on Exchange -----
 . EUT.25083County Sls Tax.: 57.00
 . EUT.25083cipal Sls Tax.: 0.00
 Total Invoice Amount....: 2832.59 ----- Credit -----
 Total Deposits.....: 2832.59
 Total CM on Exchange....:
 Financed Amount.....: 0.00
 Unpaid Amount.....: 0.00

----- Transaction Totals Full Display -----

WELLS FARGO



VISA

Account Number
Statement Billing Period
Page 1 of 2

Ending In 7844
11/22/2014 to 12/23/2014

Balance Summary

Previous Balance	\$50.75
- Payments	\$3,500.00
- Other Credits	\$256.48
+ Cash Advances	\$0.00
+ Purchases, Balance Transfers & Other Charges	\$9,168.49
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$5,462.76
Total Credit Limit	\$8,000

24-Hour Customer Service: 1-800-642-4720
TTY for Hearing/Speech Impaired: 1-800-419-2265
Outside the US Call Collect: 1-925-826-7600
Wells Fargo Online®: wells Fargo.com

Send General Inquiries To:
PO Box 10347, Des Moines IA, 50306-0347

Total Available Credit \$2,537

Payment Information

New Balance	\$5,462.76
Minimum Payment	\$55.00
Payment Due Date	01/17/2015

Send Payments To:
PO Box 30086, Los Angeles CA, 90030-0086

Late Payment Warning: If we do not receive your Minimum Payment by 01/17/2015, you may have to pay a late fee up to \$35.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay ...	You will pay off the New Balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	22 years	\$11,297
\$187	3 years	\$6,736 (Savings of \$4,561)

If you would like information about credit counseling services, refer to www.usdoj.gov/uet/so/bapcpa/ccdm/cc_approved.htm or call 1-877-285-2108.

Wells Fargo Rewards® Program Summary

Rewards Balance as of: 11/30/2014 60,974

The Rewards Balance is for Rewards ID 60005510280.

This balance may be inclusive of other contributing Rewards accounts. For up-to-date Rewards Balance information, or more ways to earn and redeem your rewards, visit MyWellsFargoRewards.com or call 1-877-517-1358.

Transactions

Trans	Post	Reference Number	Description	Credits	Charges
Payments					
11/28	11/28	7446542NY0A8X6VMR	ONLINE PAYMENT	3,500.00	
TOTAL PAYMENTS FOR THIS PERIOD				\$3,500.00	
Other Credits					
11/24	11/24	7422638NRAFR8E7TN	WAL-MART #1768 OREM UT	12.79	
12/01	12/01	7422638NZAFVN316W	WAL-MART #1768 OREM UT	28.52	
12/11	12/11	7442733PALM8QOAN9	MACEY'S 8TH NORTH SSS OREM UT	4.11	
12/19	12/19	7449215PM81110RDR	PLATT ELECTRIC 109 LONDON UT	211.06	
TOTAL OTHER CREDITS FOR THIS PERIOD				\$256.48	
Purchases, Balance Transfers & Other Charges					
11/20	11/22	2442733NMLM8BRREJ	MACEY'S 8TH NORTH OREM UT		
11/21	11/22	2478930NP68TETVQ6	RC WILLEY OREM 801-2278800 UT		
11/22	11/22	2416407NN2LR82JP7	TARGET 00017541 OREM UT		

8.23
898.65
185.72

H/O states this is appliances

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Continued

5596 YKG 1 7 15 141223 0 PAGE 1 of 2 1 0 5583 2000 6066 21DP5596

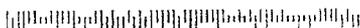
Detach and mail with check payable to Wells Fargo

Account Number 4485 4203 2255 7844
New Balance \$5,462.76
Minimum Payment \$55.00
Payment Due Date 01/17/2015

0050005462760044654203225578440

YKG 4

Amount Enclosed



WELLS FARGO CARD SERVICES
PO BOX 30086
LOS ANGELES CA 90030-0086

DAVID M DECKER
NANCY D DECKER
PO BOX 971361
OREM UT 84097-1361



CERTIFICATE OF COMPLIANCE

RECOMMENDED FOR APPROVAL

- EXPLANATION REQUIRED-

Application Report

Property ID: CHRSAF001

Application Examined by: Carolyn

Homeowner Application

May 26, 2015

Homeowner: Masood Safaee

Original Contractor: Chris Jensen Landscaping Inc

License Number: 7898005

License Issue Date: 2/9/2011

Type: Licensed Contractor

License End Date: 11/30/2015

Original Contractor's Attorney: Unknown

Abstract and Recommendation

Division's Recommendation: Approve

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

Exhibits

Exhibit A: Signed Proposal

Exhibit B: Check

Exhibit C: Notice of Lien

Factual Review and Analysis

As evidence of a written contract, the homeowner submitted a copy of a proposal that was signed (Exhibit A) after the first payment was made (Exhibit B).

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.

The homeowner states that the original contractor took the first proposal, signed at the time of the first payment on June 29th, as it contained agreed upon modifications to the plan.

The homeowner was unable to obtain a copy of the proposal until July 25, when the contractor presented the updated proposal (Exhibit A) for signature. This signed proposal dated July 25th contains evidence that a previous proposal existed that matches the timeline provided by the homeowner. Namely:

- The proposal is titled "SilverHawk-Revised, Safaee Residence". [emphasis added]
- The proposal contains the date June 24, 2014 as the "Date Given".
- The proposal requires a deposit of 50%, which is roughly the amount of the first payment.

Additionally, the Notice of Lien states that material was first provided on August 6, 2014. (Exhibit C)

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

Exhibit B

Check

MASOOD SAFAEE-SEMIROMI 05/14
MEHRI AGHAEI
6255 S COBBLEROCK LN.
HOLLADAY, UT 84121-2301

1005
31-73/1240
34

6/29/14 Date

Pay to the Order of CHRIS Jensen Landscaping \$ 32,100.00

Thirty two thousand one hundred Dollars

KeyBank National Association
Salt Lake City, Utah 84130
1-800-KEY2YOU Key.com

Key Privilege Select

For 6255 S Cobble Rock LN 84121 MS

⑆ 24000737⑆ 440342004270⑆ 1005

00460860000300

460860000300 06-30-2014 >124301025<
Bank of American Fork
American Fork UT

*Chris Jensen
Landscaping*
1101722

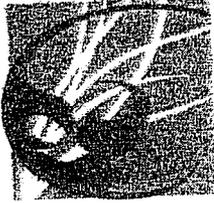
MASOOD SAFAEE
6255 S COBBLEROCK LN

HOLLADAY, UT 84121-2301

COPY REFERENCE: 20150310030003 01
03/10/15 09:12:35 1 WEB JOB1009224
655244311140630 0003210000 NNABSPG0000
00003210000 00000440342004270 00000
20140701002802

Exhibit A

Signed Proposal



CHRIS JENSEN LANDSCAPING

801-718-5001 www.CJLUTAH.com

LANDSCAPE-Hardscapes-Snow removal-Water features-

PROPOSAL with labor

SilverHawk- Revised, Safase Residence-

Bid based on and off of the plan and scale provided from Impressions

Vegetation existing trimming and pruning-\$2000

**Vegetation and trees pruned, trimmed and the over growth cut back and hauled away-Budget*

-Sprinklers/Irrigation and drains dug in rock soil-\$9920

** Irrigation system with drains, grass with rain bird pressure regulated heads-8 valves 1 1/4" main x \$700=\$5600*

** Irrigation system, around the perimeter of the property with rain bird pressure regulated heads-4 valves 1 1/4" main x \$700=\$2800*

** Irrigation system, drip for the Flower beds around the house-1 valve=\$800*

** Down spouts to Drains off of the house and garage ran to the grass 15' away-(about 12) x \$4'=\$720*

Unknown the water pressure with his water rights, tank, pump electrical set

-Soil, Grading Rocks and sod-\$17635

- * Site prep, Excavate and Grade the yard and move the existing soil to the flowerbeds and or grass-\$950
- * Topsoil screened rough grade and spread-9 loads/135yards x \$315=\$2835
- * Sand to mix in the topsoil for drainage-2loads/30yards x \$300=\$600
- * Rock wall and sitting rocks 120' x 4' tall=\$4500
- * Rocks scattered-1 load=\$1500
- * Final grade and hand float rake for a smooth finish in the flowerbeds and sod areas-16,500 sq. ft. x \$.12=\$1980
- * Sod-about 10,500sqft x \$.55=\$5250

-Other landscaping needs-\$3575

- * Mulch in the flower beds on top of the drip, Brown bark-2" thick 55 yards x \$65=\$3575

-Plants-\$4235

- * Shrubs, deciduous-50-5 gallon x \$28.50=\$1425
- * Shrubs, deciduous-20, 3 gallons x \$22.50=\$450
- * Perennials and grasses-180-1 gallon-\$12=\$2160
- Root starter/agriform-\$4 x 50 packets of PHC-\$200

-Trees; Total-28=\$2155

- * 15, 7-9' (avg. 8") Karl's fuch cedar, cork bark firs, spruce, hoopsii, weeping white spruce x \$35'=\$4725
- * 3, 2" deciduous x \$285=\$855
- * 5, 1.5" deciduous x \$165=\$825
- * 5, 1.5" Japanese maples ornamental=\$1250

Pickup and Delivery-\$300

Tree root starter-\$4 x 50 packets of PHC-\$200

-Back, Paver fire pit in pavers and patio around the fire pit-\$3300

- * Paver fire pit with caps with a separate manual turn on valve-44" wide x 18" wide inside and 20" tall circle=\$2800
- * Paver Patio in Arbel Toscana 650qft x \$10=\$6500

-Water feature in the back spitting around the pergola and fire pit-\$6,000

* Water feature, 300 gallon plastic tank, cobble stone to hide the linear and fill in the areas, linear and fabric, 1 load of boulders, 1 horse pump, multiple falls and a stream with an electric auto fill off of the sprinklers but has to be clean water, Clean up every day, mini for 1 week, Driving to and from with 2 guys.

Outdoor LED lighting-\$4200

* Outdoor LED Lighting-low voltage, transformer and 12-2 wire, 20 path, 10 accent/up x \$140=\$4200

Proposed estimate for items above; \$65,000

Deposit amount-50%

Contractor's license # 7898005-5501

Date given June 24, 2014

Address; 6255 S. Cobble rock Holladay Utah

Home owner Signature M. Lopez
Date 7/25/2014

Home Owner Signature _____

Date _____

Landscape Contractor Signature Chris Jensen
Date 7-25-2014

Builder or Supervisor of the builder Signature _____

Date _____

Exhibit C

Notice of Lien

11982524
1/27/2015 10:35:00 AM \$10.00
Book - 10291 Pg - 3413
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: SAFAEE, MASOOD
Record Owner: SAFAEE, MASOOD
Non-paying Party: CHRIS JENSEN LANDSCAPING, INC.
Amount owed: \$3,212.92, together with interest, costs, and reasonable attorney fees.

First labor/materials were furnished: August 6, 2014 **last labor/materials were furnished:** September 19, 2014

Property subject to this lien:

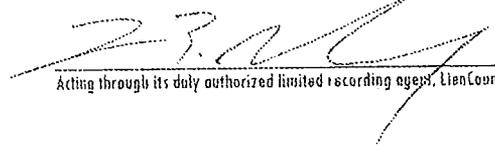
LOT 8 COBBLEROCK LANE SUB 5810-1366 5894-50 5894-0049 9788-7677 10135-3593 10135-3596. SALT LAKE COUNTY, STATE OF UTAH.

22222270040000

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.

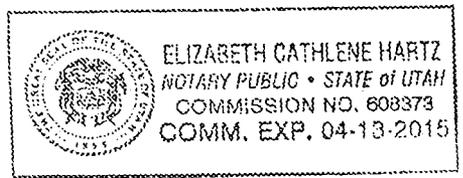
CLAIMANT, MOUNTAIN STATES SUPPLY, LLC


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 APPROVAL

- EXPLANATION REQUIRED-

Claim Report

Informal Claim

Claim : LRF-2015-0306-01

May 20, 2015

Claim Examined by: Carolyn

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #:5221452-5501 Registration Date: 3/3/2013

Expiration Date: 11/30/2015

Contractor License #:5221452 Issue Date: 3/3/2003

Expiration Date: 11/30/2015

Claimant Classification: Contractor

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License #7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

Contractor License #:7464077

License Issuance Date:
11/30/2013

11/30/2009

License End Date:

Homeowner(s)Ryan & Jann Campbell

Abstract and Recommendation

Division's recommended disposition: Approve Partial Payment

Detailed Analysis and Findings of Facts

Last date Claimant provided qualified services: 10/22/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 111

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy: 3/6/2015

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 Yes

Evidence of full payment: Certificate of Compliance

Does residence qualify as "owner-occupied"? Yes

Evidence of Owner Occupancy:

Did Claimant provide qualified services? Yes

Evidence of qualified services: Judgment

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	\$4,928.10	\$4,928.10	\$ 0.00
Pre-judgment Atty Fees:	\$7,389.14	\$ 739.21	(\$6,649.93)
Pre-judgment Costs:	\$ 66.71	\$ 66.72	\$ 0.01
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	\$ 115.33	251.43	\$ 136.10
Totals	\$12,499.28	\$ 5,985.46	(\$6,513.82)

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment

Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) or Utah Admin. Code § R156-38-204d(3)(b) \$739.22

Evidence of post-judgment attorney fees: None provided.

Evidence of pre-judgment costs: None provided.

Explanation of post-judgment costs: None provided.

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

**Schedule of Interest
All Payments Due in Same Calendar Year
LRF-2015-0306-01**

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 11/22/2013
 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) \$ 251.43

<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>
11/21/2013	N	Payment Due	\$ 4,928.10	4,928.10	0	\$ -
2/11/2014	N	Claimant filed complaint against NPP		4,928.10	82	35.98
7/2/2014	N	Claimant obtained judgement against NPP		4,928.10	141	61.87
3/6/2015	N	Claimant filed application for payment		4,928.10	247	108.38
6/17/2015	N	Division Director Authorizes Payment		4,928.10	103	45.20

Claim Report

Informal Claim

Claim: LRF-2015-0306-02

May 20, 2015

Claim Examined by: Carolyn

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #:5221452-5501 Registration Date: 3/3/2013

Expiration Date: 11/30/2015

Contractor License #:5221452 Issue Date: 3/3/2003

Expiration Date: 11/30/2015

Claimant Classification: Contractor

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License #7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

Contractor License #:7464077

License Issuance Date:11/30/2009

License End Date:11/30/2013

Homeowner(s)Michael McOmber

Abstract and Recommendation

Division's recommended disposition: Approve Partial Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract 10/8/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 125

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy 7/2/2014

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 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: Judgment

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	\$9495.75	\$9495.75	\$ 0.00
Pre-judgment Atty Fees:	\$1424.42	\$ 1424.36	(\$ 0.06)
Pre-judgment Costs:	\$128.56	\$ 128.55	(\$ 0.01)
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	\$ 222.25	\$ 496.32	\$ 274.07
Totals	\$11,270.98	\$ 11,544.98	\$ 274.00

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment

Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f): \$1,424.36

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: None Provided

Explanation of post-judgment costs: None Provided

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Schedule of Interest
All Payments Due in Same Calendar Year
 LRF-2015-0306-02

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 11/8/2013
 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) \$ 496.32

<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>
11/7/2013	N	Payment Due	\$ 6,575.75	6,575.75	0	-
11/7/2013	N	Payment Due	\$ 2,920.00	9,495.75	0	-
2/11/2014	N	Claimant filed complaint against NPP		9,495.75	96	81.17
7/2/2014	N	Claimant obtained judgement against NPP		9,495.75	141	119.22
3/6/2015	N	Claimant filed application for payment		9,495.75	247	208.84
6/17/2015	N	Division Director Authorizes Payment		9,495.75	103	87.09



State of Utah
 Department of Commerce

Division of Occupational and Professional Licensing

GARY R. HERBERT
 Governor

SPENCER J. COX
 Lieutenant Governor

FRANCINE A. GIANI
 Executive Director

MARK B. STEINAGEL
 Division Director

MEMORANDUM

Subject: Maximum Allowable per Construction Project

Date: June 2, 2015

Claim Number: LRF 2015-0306-02

Previous Claim Numbers Affected: LRF 2014-0818-02, LRF 2014-0722-02, LRF 2014-0815-02, LRF 2014-0721-05, LRF 2014-0818-01

LRF Property ID: PICMCO001

Homeowner: Michale McOmber

Based on the information provided to the Division regarding the owner-occupied residence of Michael McOmber, the Division calculates Claimants' total claim amount as follows:

*Intermountain Ornamental and Fabrication Corp	\$4,590.67
*CH Drywall Inc.....	\$7,428.30
*Ash Construction Inc.....	\$13,225.79
*Newel Woodworks	\$12,170.37
*Alpine Enterprises Inc.....	\$32,518.99
A/C Electric & Lighting Design LLC	\$11,544.98
Total of Project:	\$81,479.10

*Indicates payments have already been issued for the property in the amount listed.

Payments of \$81,479.10 will result in a violation of Utah Code Ann. 38-11-203 (4) which limits the Fund to paying no more than \$75,000 per construction project.

The application of Utah Code Ann. 38-11-203 (4) requires the calculation required by Utah Admin. Code Ann. R156-38a-203. Using this equation, the allocation ratio is 92.05% for the six claims associated with the owner-occupied residence of Michael McOmber.

Using this allocation ratio results in a total payout for each claimant is as follows:

*Intermountain Ornamental and Fabrication Corp	\$4,225.63
*CH Drywall Inc.....	\$6,837.61
*Ash Construction Inc.....	\$12,174.09
*Newel Woodworks	\$11,202.60
*Alpine Enterprises Inc.....	\$29,933.13
A/C Electric & Lighting Design	\$10,626.94

*Indicates payments have already been issued on the claim.

At this time, payments in the original amount have been made to five of the six claimants. The Division will seek reimbursement for the payments made prior to the pro-rata adjustment as follows:

*Intermountain Ornamental and Fabrication Corp	\$365.04
*CH Drywall Inc.....	\$590.69
*Ash Construction Inc.....	\$1051.70
*Newel Woodworks	\$967.77
*Alpine Enterprises Inc.....	\$2585.86



As a result, total payment for the owner-occupied residence of Michael McOmber will exceed \$75,000, violating Utah Code Ann. 38-11-203 (4), while the Division seeks reimbursement.

The Division's decision to temporarily violate the requirements of Utah Code Ann. 38-11-203 (4) and pay more than the \$75,000 per construction project is an attempt to limit the harm done to the remaining claimant. If the payment was withheld until reimbursement was received from the prior claimants, the claimant in the case would not receive the identical pro-rata adjustment amount required by Utah Code Ann. 38-11-203 (4) and Utah Admin. Code Ann. R156-38a-203. Thus, to fairly administer the Fund, the Division chose to pay over the \$75,000 maximum and seek reimbursement from the prior claimants.

If additional claimants are identified, the Division will seek reimbursement for the payments made prior to the resulting pro-rata adjustment as required by Utah Admin. Code Ann. R156-38a-203

R156-38a-203. Limitation on Payment of Claims:

- (1) Claims may be paid prior to the pro-rata adjustment required by Subsection 38-11-203(4)(b) if the Division determines that a pro-rata payment will likely not be required.
- (2) If any claims have been paid before the Division determines a pro-rata payment will likely be required, the Division will notify the claimants of the likely adjustment and that the claimants will be required to reimburse the Division when the final pro-rata amounts are determined.
- (3) The pro-rata payment amount required by Subsection 38-11-203(4)(b) shall be calculated as follows:
 - (a) determine the total claim amount each claimant would be entitled to without consideration of the limit set in Subsection 38-11-203(4)(b);
 - (b) sum the amounts each claimant would be entitled to without consideration of the limit to determine the total amount payable to all claimants without consideration of the limit;
 - (c) divide the limit amount by the total amount payable to all claimants without consideration of the limit to find the claim allocation ratio; and
 - (d) for each claim, multiply the total claim amount without consideration of the limit by the claim allocation ratio to find the net payment for each claim.

Claim #	Claimant	Amount	Pro-Rata%	Pro-Rata Payment	Difference
2014-0818-02	*Intermountain Ornamental and Fabrication Corp	\$4,590.67	0.9205	\$4,225.63	\$365.04
2014-0722-02	*CH Drywall Inc	\$7,428.30	0.9205	\$6,837.61	\$590.69
2014-0815-02	*Ash Construction Inc	\$13,225.79	0.9205	\$12,174.09	\$1,051.70
2014-0721-05	*Newel Woodworks	\$12,170.37	0.9205	\$11,202.60	\$967.77
2014-0818-01	*Alpine Enterprises Inc	\$32,518.99	0.9205	\$29,933.13	\$2,585.86
2015-0306-02	A/C Electric & Lighting Design LLC	\$11,544.98	0.9205	\$10,626.94	\$918.04
	<i>Total of All Claims</i>	\$81,479.10			
	<i>Max Allowed per Property</i>	\$75,000.00			
	<i>Max divided by Total Claims</i>	0.920481449			

*Indicates payments have already been issued for the property in the amount listed as "amount".

APPLICATION FOR PAYMENT

RECOMMENDED FOR APPROVAL

- NO EXPLANATION REQUIRED-

Claim Report

Claim: LRF-2015-0306-03
Claim Examined by: Carolyn

Informal Claim

May 21, 2015

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #: 5221452-5501 Registration Date: 3/3/2013

Expiration Date: 11/30/2015

Contractor License #: 5221452 Issue Date: 3/3/2003

Expiration Date: 11/30/2015

Claimant Classification: Contractor

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License # 7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

Contractor License #: 7464077

License Issuance Date:

11/30/2009

License End Date: 11/30/2013

Homeowner(s) Tyler Dixon

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract: 7/10/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 215

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy: 7/02/2014

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 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: Judgment

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	2078.80	2078.80	\$ 0.00
Pre-judgment Atty Fees:	311.93	311.82	(\$ 0.11)
Pre-judgment Costs:	28.15	28.14	(\$ 0.01)
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	48.67	125.32	\$ 76.65
Totals	\$2,467.55	\$ 2,544.08	\$ 76.53

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment
Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$ 311.82

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: None Provided

Explanation of post-judgment costs: None Provided

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Schedule of Interest
All Payments Due in Same Calendar Year
LRP-2015-0306-03

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 8/9/2013
 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) \$ 125.32

<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>
8/9/2013	N	Payment Due	\$ 2,078.80	2,078.80	0	\$ -
2/11/2014	N	Claimant filed complaint against NPP		2,078.80	186	34.43
7/2/2014	N	Claimant obtained judgement against NPP		2,078.80	141	26.10
3/6/2015	N	Claimant filed application for payment		2,078.80	247	45.72
6/17/2015	N	Division Director Authorizes Payment		2,078.80	103	19.07

Claim Report

Claim: LRF-2015-0306-04
Claim Examined by: Carolyn

Informal Claim

May 21, 2015

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #: 5221452-5501 Registration Date: 3/3/2013

Contractor License #: 5221452 Issue Date: 3/3/2003

Claimant Classification: Contractor

Expiration Date: 11/30/2015

Expiration Date: 11/30/2015

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License # 7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

License Issuance Date:

Contractor License #: 7464077

11/30/2009

License End Date: 11/30/2013

Homeowner(s): Eric and Mandy Quist

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract: 10/3/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 130

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy: 7/2/2014

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: 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: Judgment

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	\$3,270.00	\$3,270.00	\$ 0.00
Pre-judgment Atty Fees:	\$ 490.63	\$ 490.50	(\$ 0.13)
Pre-judgment Costs:	\$ 44.28	\$ 44.27	(\$ 0.01)
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	\$ 76.55	\$ 172.37	\$ 95.82
Totals	\$3,881.46	\$ 3,977.14	\$ 95.68

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment
Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$ 490.50

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: None Provided

Explanation of post-judgment costs: None Provided

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

**Schedule of Interest
All Payments Due in Same Calendar Year
LRF-2015-0306-04**

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 11/2/2013
 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) \$ 172.37

<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>
11/2/2013	N	Payment Due	\$ 3,270.00	3,270.00	0	\$ -
2/11/2014	N	Claimant filed complaint against NPP		3,270.00	101	29.41
7/2/2014	N	Claimant obtained judgement against NPP		3,270.00	141	41.05
3/6/2015	N	Claimant filed application for payment		3,270.00	247	71.92
6/17/2015	N	Division Director Authorizes Payment		3,270.00	103	29.99

Claim Report

Claim: LRF-2015-0306-05

Claim Examined by: Carolyn

Informal Claim

May 21, 2015

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #: 5221452-5501 Registration Date: 3/3/2013

Contractor License #: 5221452 Issue Date: 3/3/2003

Claimant Classification: Contractor

Expiration Date: 11/30/2015

Expiration Date: 11/30/2015

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License #7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

License Issuance Date: 11/30/2009

Contractor License #: 7464077

License End Date: 11/30/2013

Homeowner(s): Josiah & Tina Scheid

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract: 09/23/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 140

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy: 7/2/2014

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: 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: Judgment

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	\$2,675.00	\$2,675.00	\$ 0.00
Pre-judgment Atty Fees:	\$ 401.28	\$ 401.25	(\$ 0.03)
Pre-judgment Costs:	\$ 36.22	\$ 36.21	(\$ 0.01)
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	\$ 62.61	\$ 144.33	\$ 81.72
Totals	\$3,175.11	\$ 3,256.79	\$ 81.68

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment
Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$ 401.25

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: None Provided

Explanation of post-judgment costs: None Provided

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

**Schedule of Interest
All Payments Due in Same Calendar Year
LRF-2015-0306-05**

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 10/19/2013
 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) \$ 144.33

<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>
10/19/2013	N	Payment Due	\$ 2,675.00	2,675.00	0	\$ -
2/11/2014	N	Claimant filed complaint against NPP		2,675.00	115	27.39
7/2/2014	N	Claimant obtained judgement against NPP		2,675.00	141	33.58
3/6/2015	N	Claimant filed application for payment		2,675.00	247	58.83
6/17/2015	N	Division Director Authorizes Payment		2,675.00	103	24.53

Claim Report

Claim: LRF-2015-0306-06

Claim Examined by: Carolyn

Informal Claim

May 21, 2015

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #: 5221452-5501 Registration Date: 3/3/2013

Contractor License #: 5221452 Issue Date: 3/3/2003

Claimant Classification: Contractor

Expiration Date: 11/30/2015

Expiration Date: 11/30/2015

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License #7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

License Issuance Date: 11/30/2009

Contractor License #: 7464077

License End Date: 11/30/2013

Homeowner(s) Allyson Geertsen

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract: 08/26/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 168

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy: 7/2/2014

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: 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: Judgment

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	\$3,939.75	\$3,939.75	\$ 0.00
Pre-judgment Atty Fees:	\$ 591.15	\$ 590.96	(\$ 0.19)
Pre-judgment Costs:	\$ 53.35	\$ 53.34	(\$ 0.01)
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	\$ 92.24	\$ 221.00	\$ 128.76
Totals	\$4,676.49	\$ 4,805.05	\$ 128.56

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment
Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$ 590.96

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: None Provided

Explanation of post-judgment costs: None Provided

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Schedule of Interest
All Payments Due in Same Calendar Year
LRF-2015-0306-06

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 9/25/2013
 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) \$ 221.00

Event Date	Stop Interest?	Event Description	Changes to Qualified Service Balance	Qualified Service Balance	Number of Days Since Last Event	Interest Accrued Since Last Event
9/25/2013	N	Payment Due	\$ 3,939.75	3,939.75	0	\$ -
2/11/2014	N	Claimant filed complaint against NPP		3,939.75	139	48.76
7/2/2014	N	Claimant obtained judgement against NPP		3,939.75	141	49.46
3/6/2015	N	Claimant filed application for payment		3,939.75	247	86.65
6/17/2015	N	Division Director Authorizes Payment		3,939.75	103	36.13

Claim Report

Claim: LRF-2015-0306-07

Claim Examined by: Carolyn

Informal Claim

May 21, 2015

Claimant: A/C Electric & Lighting Design LLC

LRF Registration #: 5221452-5501 Registration Date: 3/3/2013

Contractor License #: 5221452 Issue Date: 3/3/2003

Claimant Classification: Contractor

Expiration Date: 11/30/2015

Expiration Date: 11/30/2015

Claimant's Attorney: Daniel McKay

Nonpaying Party: Picasso Custom Homes LLC

Contractor License #7464077

NPP Classification: Home Builder

Original Contractor: Picasso Custom Homes LLC

Type: Licensed Contractor

License Issuance Date: 11/30/2009

Contractor License #: 7464077

License End Date: 11/30/2013

Homeowner(s): Sharalee Welch

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract: 9/9/2013

Evidence in support of date: Judgment

Date Claimant file civil action or NPP filed bankruptcy: 2/11/2014

Evidence in support of date: Complaint

Number of days difference: 154

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy: 7/2/2014

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: 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: Judgment

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	\$ 205.00	\$ 205.00	\$ 0.00
Pre-judgment Atty Fees:	\$ 30.71	\$ 30.75	\$ 0.04
Pre-judgment Costs:	\$ 2.77	\$ 2.78	\$ 0.01
Post-judgment Atty Fees:	\$ 0.00	\$ 0.00	\$ 0.00
Post-judgment Costs:	\$ 0.00	\$ 0.00	\$ 0.00
Interest:	\$ 4.79	\$ 11.37	\$ 6.58
Totals	\$ 243.27	\$ 249.90	\$ 6.63

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

Evidence of qualified services amount: Judgment

Evidence of pre-judgment attorney fee amount: Judgment
Attorney fees limit per Utah Code Ann. § 38-11-203(3)(f) \$ 30.75

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees: None Provided

Explanation of post-judgment costs: None Provided

Explanation of interest:

Interest calculated per Utah Code Ann. § 38-11-203(3)(c) in effect on date claim was filed. See attached schedule for details of interest calculations.

Schedule of Interest
All Payments Due in Same Calendar Year
 LRF-2015-0306-07

Terms of Sale: n30
 Claim Filing Date: 3/6/2015
 Payment Due Date: 10/2/2015
 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) \$ 11.37

<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>
10/2/2013	N	Payment Due	\$ 205.00	205.00	0	\$ -
2/11/2014	N	Claimant filed complaint against NPP		205.00	132	2.41
7/2/2014	N	Claimant obtained judgement against NPP		205.00	141	2.57
3/6/2015	N	Claimant filed application for payment		205.00	247	4.51
6/17/2015	N	Division Director Authorizes Payment		205.00	103	1.88

APPLICATION FOR PAYMENT

RECOMMENDED FOR DENIAL

- EXPLANATION REQUIRED-

Claim Report

Claim Number: LRF-2015-0127-01
Claim Examined by: Carolyn

Informal Claim

June 2, 2015

Claimant: Landmark Companies Inc

Contractor License # 135644-5501 **Issue Date:** 10/2/2003

Expiration Date: 11/30/2015

Claimant Classification: Contractor

Claimant's Attorney: Craig Carlston

Nonpaying Party: Israelsen Construction LLC

Contractor License # 6814360 **NPP Classification:** Original Contractor

Original Contractor: Israelsen Construction LLC

Type: Licensed Contractor **Contractor License #** 6814360

License Issuance Date: 12262007 **License End Date:** 11/30/2013

Homeowner(s) Wayne and Cory Wheeler

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 does not 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) (d) (i) (A) & (B) and 38-11-204 (4) (d) (iv). For this reason, the Division recommends the application be denied.

Detailed Analysis and Findings of Facts

Exhibits

Exhibit A: Certificate of Occupancy

Exhibit B: Bankruptcy Filing for Israelsen Construction LLC

Exhibit C: Bankruptcy Case, Meeting of Creditors, & Deadlines for Israelsen Construction LLC

Exhibit D: Claimant's Response

Relevant Statute and Rule

Utah Code Ann. § 38-11-204 (4) (d) (i) (A) & (B) require:

To recover from the fund... unless precluded from doing so by the nonpaying party's bankruptcy filing within the applicable time, the qualified beneficiary filed an action against the nonpaying party to recover money owed to the qualified beneficiary within the earlier of:

(B) 270 days from the completion of the original contract pursuant to Subsection 38-1a-502(1);

Furthermore, Utah Code Ann. § 38-11-204 (4) (d) (iv) requires:

To recover from the fund... the qualified beneficiary timely filed a proof of claim where permitted in the bankruptcy action, if the nonpaying party has filed bankruptcy;

To assist claimants with meeting this requirement, Utah Admin. Code § R156-38a-204b (4) requires:

The following supporting documents shall, at a minimum, accompany each nonlaborer claim for recovery from the fund ... one of the following:

(a) a copy of a civil judgment entered in favor of the claimant against the nonpaying party containing a finding that the nonpaying party failed to pay the claimant pursuant to their contract; or

(b) documentation that a bankruptcy filing by the nonpaying party prevented the claimant from obtaining a civil judgment, including a copy of the proof of claim filed by the claimant with the bankruptcy court, together with credible evidence establishing that the nonpaying party failed to pay the claimant pursuant to their contract;

Relevant Facts

On or about:

June-July 2013 : Qualified services were performed by the claimant.

July 5, 2013: A Certificate of Occupancy was issued by the City of Mendon. *(Exhibit A)*

February 14, 2014: The non-paying party filed for bankruptcy. *(Exhibit B)*

March 19, 2014: Meeting of Creditors for Israelsen Construction Bankruptcy. *(Exhibit C)*

April 1, 2014: 270 Days from completion date.

June 17, 2014: Proof of Claim Bar Date

Claimant's Argument

In summary, the claimant argues that because they were not informed of the Israelsen Construction's bankruptcy, it was impossible for Landmark Companies to comply with the requirement of law to file notice of claim. *(Exhibit D)*

Division's Analysis

The Division finds that while the nonpaying party did indeed file bankruptcy Feb 14, 2014, which was before the applicable deadlines found in Utah Code Ann. Sec. 38-11-204(4)(d)(i)(A) and (B) would have expired, it is still a requirement that in the event the nonpaying party files for bankruptcy prior to the expiration of these otherwise applicable

deadlines (assuming the applicant did not file an action to recover the money owed before the bankruptcy), then an applicant must comply with Utah Code Ann. Sec. 38-11-204(4)(d)(iv).

The claimants have failed to meet the burden of proof that they attempted to file an action prior to the expirations of the applicable deadlines. Additionally, they have failed to demonstrate they attempted to make a claim in the non-paying party's bankruptcy prior to the expiration of the applicable deadlines.

Exhibit A

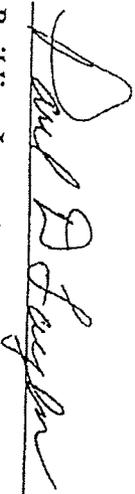
Certificate of Occupancy

Certificate of Occupancy

City of Mendon Building Inspection Division

This Certificate issued pursuant to the requirements of Section R110 of the International Residential Code certifying at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use. For the following:

Use of Classification:	Single Family Dwelling	Building Permit No.	MEN121204009
Building Address:	62 North 100 East	Occupancy:	R-3
Owner of Building:	Wayne Wheeler	Type of Construction:	VB
Use Zone:	R-1A		


Building Inspector

7-5-2013
Date

Exhibit B

Bankruptcy Filing

BI (Official Form 1)(04/13)

United States Bankruptcy Court District of Utah		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Israelsen Construction LLC		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) 26-1137062		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 2170 North 800 East Logan, UT <div style="text-align: right;">ZIP Code 84341</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right;">ZIP Code</div>
County of Residence or of the Principal Place of Business: Cache		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101(51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (amount subject to adjustment on 4/01/16 and every three years thereafter). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Israelsen Construction LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: Timothy Paul Israelsen	Case Number: 13-28692	Date Filed: 7/30/13	
District: Utah	Relationship: Debtor's Personal Bankruptcy	Judge: Mosler	
<p style="text-align:center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align:center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>		
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?			
<input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)			
<input type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition.			
If this is a joint petition:			
<input type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.			
<input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.			
<input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)			

(Name of landlord that obtained judgment)			

(Address of landlord)			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and			
<input type="checkbox"/> Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.			
<input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Israelsen Construction LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor
X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.
(Check only one box.)
 I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.
 Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*

X /s/ Scott G. Wilding
Signature of Attorney for Debtor(s)
Scott G. Wilding 12400
Printed Name of Attorney for Debtor(s)
Scott G. Wilding, PLLC
Firm Name
862 South Main Street, Suite 3A
Brigham City, UT 84302
Address
435-257-2777
Telephone Number
February 4, 2014
Date
*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.
Email: scottwilding@gmail.com

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address
X _____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.
The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Timothy Paul Israelsen
Signature of Authorized Individual
Timothy Paul Israelsen
Printed Name of Authorized Individual
President
Title of Authorized Individual
February 4, 2014
Date

United States Bankruptcy Court
District of Utah

In re Israelsen Construction LLC

Debtor(s)

Case No.
Chapter 7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

Table with 2 columns: Description and Amount. Rows include: For legal services, I have agreed to accept (\$ 1,200.00); Prior to the filing of this statement I have received (\$ 0.00); Balance Due (\$ 1,200.00).

2. \$ 306.00 of the filing fee has been paid.

3. The source of the compensation paid to me was:
[] Debtor [x] Other (specify): Timothy Israelsen

4. The source of compensation to be paid to me is:
[x] Debtor [] Other (specify):

5. [x] I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
[] I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. [Other provisions as needed]
Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.

7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding. THE FEE DOES NOT INCLUDE ANY ADVERSIAL PROCEEDINGS. ADVERSIAL PROCEEDINGS WILL BE BILLED AT THE HOURLY RATE OF \$200 PLUS COSTS.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: February 4, 2014

/s/ Scott G. Wilding
Scott G. Wilding 12400
Scott G. Wilding, PLLC
862 South Main Street, Suite 3A
Brigham City, UT 84302
435-257-2777
scottwilding@gmail.com

Exhibit C

Bankruptcy Meeting of
Creditors and Deadlines

UNITED STATES BANKRUPTCY COURT
District of Utah

Notice of Chapter 7 Bankruptcy Case, Meeting of Creditors, & Deadlines

A chapter 7 bankruptcy case concerning the debtor(s) Corporation listed below was filed on 2/4/14.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. NOTE: The staff of the bankruptcy clerk's office cannot give legal advice. Creditors — Do not file this notice in connection with any proof of claim you submit to the court.

See Reverse Side For Important Explanations

Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Israelsen Construction LLC
2170 North 800 East
Logan, UT 84341

Case Number:
14-21022 RKM

Taxpayer ID/Employer ID/Other Nos :
26-1137062

Attorney for Debtor(s) (name and address):

Scott G. Wilding
Scott G. Wilding, PLLC
862 S Main Street, Suite 3A
Brigham City, UT 84302
Telephone number: 435-257-2777

Bankruptcy Trustee (name and address):

George B. Hofmann tr IV
Parsons Kinghorn Harris, P.C.
111 East Broadway
11th Floor
Salt Lake City, UT 84111
Telephone number: (801) 363-4300

Meeting of Creditors

Date: **March 19, 2014**

Time: **10:00 am**

Location: **Federal Building, 324 25th Street, Room 6026, Ogden, UT 84401**

Creditors May Not Take Certain Actions:

In most instances, the filing of the bankruptcy case automatically stays certain collection and other actions against the debtor and the debtor's property. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the debtor can request the court to extend or impose a stay. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Consult a lawyer to determine your rights in this case.

Please Do Not File a Proof of Claim Unless You Receive a Notice To Do So.

Creditor with a Foreign Address

A creditor to whom this notice is sent at a foreign address should read the information under "Do Not File a Proof of Claim at This Time" on the reverse side.

Address of the Bankruptcy Clerk's Office:

350 South Main #301
Salt Lake City, UT 84101
Telephone number: (801) 524-6687

For the Court:

Clerk of the Bankruptcy Court:
David A. Sime

Hours Open: 8:00 AM – 4:30 PM; Telephone 8:00 AM – 4:30 PM

Date: 2/11/14

Online Information

Case information is available at no charge on our Voice Case Information System (VCIS). Call 1-866-222-8029 #85 with your touch-tone telephone. Case information is also available on the Internet using our PACER service for a \$.10/page fee. An account is required. Visit our homepage at www.utb.uscourts.gov for details.

Exhibit D

Claimant's Response



729 South Main Street
Logan, Utah 84321
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor · Electrical · Plumbing

April 29, 2015

DOPL-LRF
P.O. Box 146741
Salt Lake City, Utah 84114-6741

RE: Landmark Companies, Inc.
Response to Incomplete or Insufficient Claim Application
Lien Recovery Fund Claim No. LRF-2015-0127-01
Original Contractor: Israelsen Construction, Inc.
Homeowner: Wayne & Cory Wheeler

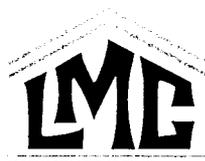
To whom it may concern,

Landmark Companies, Inc. ("Landmark Companies") is in receipt of your April 2, 2015 notice of incomplete claim application. Please allow this letter to serve as Landmark Companies' explanation as to why it was unable to file a proof of claim in Israelsen Construction, Inc.'s ("Israelsen Construction") bankruptcy action.

Landmark Companies was not informed, nor given any notice, of Israelsen Construction's bankruptcy. Additionally, it is Landmark Companies' understanding that it has not been identified as a creditor in the bankruptcy action. In fact, Landmark Companies did not learn of Israelsen Construction's bankruptcy until several months after it completed the work and the homeowner advised Landmark Companies of the bankruptcy. As a result, Landmark Companies could not file a proof of claim within the prescribed timeframe.

Further, Landmark Companies filed its application to the Lien Recovery fund within the prescribed timeframe, but outside the time it was permitted to submit a claim in the Israelsen Construction bankruptcy case. In other words, it is impossible for Landmark Companies comply with the Lien Recovery Fund's mandate to file the notice of claim because, at no fault of Landmark Companies, the time has run for Landmark Companies to file a notice of claim in the Israelsen Construction bankruptcy.

In light of the fact that Landmark Companies was not informed of the Israelsen Construction bankruptcy, it could not have been possible to submit the claim application to the Lien Recovery Fund in the prescribed time frame.





729 South Main Street
Logan, Utah 84321
Phone: (435) 755-7600
FAX: (435) 755-8216

Landmark Companies, Inc.
Contractor · Electrical · Plumbing

You are welcome to contact Landmark Companies' legal counsel should you have any questions.

Legal Counsel:
Craig J. Carlston
Daines & Jenkins, LLP
108 North Main
Logan, Utah 84321
435-753-4000
craig@dainesjenkins.com

Thank you for your prompt attention to this matter.

Sincerely,

Braiden Coleman

