

MEMORANDUM

To: Utah Residence Lien Recovery Fund Advisory Board
From: Lien Recovery Fund Staff
Date: January 28, 2016
Subject: Information Packet for Upcoming Board Meeting

Enclosed please find the application reports and other documents for the upcoming Board meeting. That meeting is scheduled to begin at **8:15 am** on **Wednesday, February 10, 2016** 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

February 10, 2016 8:15 am
North Conference Room, First Floor
Heber M. Wells Building
160 E. 300 S. Salt Lake City, Utah

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

ADMINISTRATIVE BUSINESS

1. Review and approve minutes from previous board meeting
2. Travel reimbursement
3. Discuss Board Survey
4. Review Fund Balance

HOMEOWNER CERTIFICATE OF COMPLIANCE APPLICATIONS APPROVED PRIOR TO BOARD MEETING

1. Bryan and Stephanie Olsen v Alta Canyon Construction LLC
2. Craig & Marni Schmitke v Utah Pools & Spa's, Inc dba Utah Vinyl Pools
3. James Nielsen v Utah Pools & Spa's, Inc dba Utah Vinyl Pools

HOMEOWNER AFFIDAVIT OF COMPLIANCE APPLICATIONS APPROVED PRIOR TO BOARD MEETING

1. Carol Mich'l v Alpha Crete Inc

HOMEOWNER APPLICATIONS FOR REVIEW

1. Recommended for Denial with Explanation Required

- a) HAPWAL001 Mark Walker v Happy Valley Construction dba Happy Valley Concrete
- b) HIVHOW001 Steve & Lucinda Howes v Hive Construction dba GJ Gardner Homes-Lehi, or PGL Construction LLC
- c) LTTFER001 Trent & Melanie Ferguson v LTT Construction LCC

CLAIMS FOR REVIEW

1. Recommended for Approval and No Explanation Required

- a) LRF-2015-0526-01 Derren Klein Tile LLC v Legacy Granite (Greenfield) - Tracy

NEXT SCHEDULED MEETING: March 9, 2016

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
Oct 14, 2015
North Conference Room– 8:15 a.m.
Heber Wells Building
Salt Lake City, UT 84114**

CONVENED: 8:16

ADJOURNED : 8:50

Board Members Present:

Bradley Stevens, Chair
Calvin Bowen, Vice Chair
DeAnna Leahy
Douglas Darrington
Wayne Jarvis

Board Members Absent:

Jeff Park

DOPL Staff Present:

Program Manager, Tracy Naff
Board Secretary, Lisa Martin
Division Director, Mark Steinagel
Operations Manager, David Taylor
AG, Sterling Corbett

Guests:

Brandon Brown, Utah Construction Group
Mike Polich, Homeowner

TOPICS FOR DISCUSSION

DECISIONS AND RECOMMENDATIONS

ADMINISTRATIVE BUSINESS:

Review and approve minutes from the July 8, 2015 Board meeting.

Ms. Leahy made a motion to approve the July 8, 2015 Board minutes.
Mr. Bowen seconded the motion. Motion passed by unanimous vote.

Introduce new Program Manager

Mr. Steinagel welcomed new Program Manager Tracy Naff

Introduce new Board Member

Ms. Naff welcomed new Board member Wayne Jarvis

Homeowner Applications for Review

1. Recommended for Denial and Explanation Required

a) CHRPOL001 Mike Polich v Chris Jensen Landscaping Inc – Ms. Naff 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) CUSLIP001 Grant & Callie Lippard v Custom Craft Homes LLC, Jade Design Center, Utah Construction Group LLC – Ms. Naff gave a brief explanation of the application. Mr. Darrington made a motion to deny the application. Mr. Bowen seconded the motion. Motion passed by unanimous vote.

1. Recommended for approval and Explanation Required

a) LRF-2014-1114-01 Stock Building Supply West v Peachtree Construction (Moffat) –

Ms. Naff gave a brief explanation of the application.

Ms. Leahy made a motion to approve the application.

Mr. Darrington seconded the motion. Motion passed by unanimous vote.

2. Recommended for Denial & Explanation Required

a) LRF-2012-1019-01 BMC West Corporation v Scott Hatch dba Topline Builders

(Bogtetch/Jolly) – *This application has been withdrawn by the claimant.*

b) LRF-0601-01 Creative Woodworks Inc v Inklyne Construction Inc (Fraser/WPH LLC) –

Ms. Naff gave a brief explanation of the application.

Mr. Darrington made a motion to deny the application.

Ms. Leahy seconded the motion. Motion passed by unanimous vote.

Meeting adjourned 8:50

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) Tracy Naff
Program Manager, Division of Occupational &
Professional Licensing

Claim Disposition Report

January 28, 2016

Processing Status	Active Pending Action By	Disposition	Number of Claims	
Active	Claimant		1	0.0%
Active	LRF		5	0.2%
Closed		Denied	566	19.7%
Closed		Dismissed	244	8.5%
Closed		Paid	2,049	71.3%
Prolonged			7	0.2%
Total Claims Filed			2,872	

Applications for Certificate of Compliance Disposition Report

January 28, 2016

Processing Status	Active Pending Action By	Disposition	Number of Apps	
Active	Board		3	0.2%
Active	Homeowner		1	0.1%
Active	LRF		54	2.8%
Closed		Approved	1194	62.5%
Closed		Denied	563	29.5%
Closed		Withdrawn	87	4.6%
Prolonged			8	0.4%
Total Applications Filed			1,910	

Claim Disposition Report

January 28, 2016

Processing Status	Active Pending Action By	Disposition	Number of Claims	
Active	Board		1	0.0%
Active	LRF		5	0.2%
Closed		Denied	566	19.7%
Closed		Dismissed	244	8.5%
Closed		Paid	2,049	71.3%
Prolonged			7	0.2%
Total Claims Filed			2,872	

Summary of Payments

Sorted by Claimant Type

January 28, 2016

Claimant Type	Number of Paid Claims	Total Payments	
Contractor	886	5,202,056.27	40.2%
Laborer	10	17,070.17	0.1%
Other	1	3,001.75	0.0%
Supplier	1152	7,715,625.76	59.6%
Total Paymen	2049	\$12,937,753.94	100.0%

Summary of Payments

Sorted by Nonpaying Party Type

January 28, 2016

Nonpaying Party Type	Number of Paid Claims	Total Payments	
Home Builder	1226	7,902,327.88	61.1%
Other	25	179,357.47	1.4%
Real Estate Developer	72	462,183.51	3.6%
Specialty Contractor	726	4,393,885.08	34.0%
Total Payments	2049	\$12,937,753.94	100.0%

CERTIFICATE OF COMPLIANCE

RECOMMENDED FOR DENIAL

- EXPLANATION REQUIRED -

Application Report

Homeowner Application

Property ID: HAPWAL001

January 22, 2016

Application Examined by: Tracy

Homeowner: Mark Walker

Homeowners' Attorney:

Original Contractor: Happy Valley Construction dba Happy Valley Concrete

License Number: 8666231-0142

Type: Licensed Contractor

License Issuance Date: 05/03/2013

License End Date: 05/31/2016

Comments:

Attorney:

Abstract and Recommendation

Division's Recommendation: Deny

On December 18, 2015 the homeowners were sent a Notice of Incomplete or Insufficient Application with a response date of January 18, 2016. (Exhibit A) The notice outlined several deficiencies in the application. The homeowner failed to provide a complete affidavit, a copy of the lien, evidence showing the date of the bid, acceptance to the bid provided, and clarification of payment in full. As of January 21, 2016 the Division has not received a response.

It is the Divisions opinion the homeowners have not met the requirements of "written contract" as defined in R156-38a-102 (15) (a) (b) (c) and payment in full as defined in R156-38a-110a (3) (a) (b). Therefore the Division recommends the application be denied.

Factual Review and Analysis

Did Homeowner enter into a written contract with Original Contractor for the performance of qualified services? No (see comment)

The homeowners provided a bid. (Exhibit B) The bid provided identifies the residence, the parties to the agreement, the qualified services to be performed, and an amount to be paid. However the bid is not dated, therefore the Division can not determine if the offer or agreement is for "qualified services that will be performed in the future" R156-38a-102(15) (a). In addition, the bid provided does not contain

acceptance to the amount as defined in R156-38a-102(15) (b)

Was Original Contractor Licensed on contract date? No (see comment)

The contractor name on the bid is "Happy Valley Concrete". A thorough search of Division records does not find a valid contractors license for Happy Valley Concrete. The homeowner application provided a license number for "Happy Valley Construction Inc". In a phone conversation on January 4, 2016, the owner of Happy Valley Construction Inc stated he did not contract with the homeowners, but was familiar with the individual to whom the checks were written. He stated his license was being used without permission.

Did Homeowner pay Original Contractor in full? No (see comment)

Evidence of full payment:

The total amount of the contract appears to be \$21,000.00. The homeowner has provided cancelled checks in the amount of \$15,924.00 (Exhibit C), a difference of \$5,076. Additionally the checks are written out to Sione Tanga, not Happy Valley Concrete.

Does residence qualify as "owner-occupied"? Yes

Exhibit A



State of Utah
Department of Commerce

Division of Occupational and Professional Licensing

GARY R. HERBERT
Governor
SPENCER J. COX
Lieutenant Governor

FRANCINE A. GLANI
Executive Director

MARK B. STEINAGEL
Division Director

December 18, 2015

MARK WALKER
365 NORTH CENTER STREET
AMERICAN FORK, UT 84003

**Subject: Application for Certificate of Compliance
Notice of Incomplete or Insufficient Application
Conditional Denial of Application
Lien Recovery Fund Property ID: HAPWAL001
Original Contractor: Happy Valley Construction, Inc.**

RESPONSE DUE DATE: January 18, 2015

Dear Homeowner:

We have reviewed your application for a Certificate of Compliance. Based upon that review, we find the application documents are incomplete and do not demonstrate that you meet all the requirements for issuance of a Certificate. Therefore, we are writing to inform you of the deficiencies in your application and the additional information we need.

Affidavit and Certification – Incomplete: We cannot process any application that does not include an answer for Question #6 regarding the "type of residence". Please resubmit a completed and notarized affidavit.

Written Contract: In order to qualify for protection from mechanics' liens, a homeowner must enter into a written contract with an original contractor. UTAH ADMIN. CODE R156-38a-102 (15) defines written contract as follows:

"Written contract", as used in Subsection 38-11-204(4)(a)(i), means one or more documents for the same construction project which collectively contain all of the following:

- (a) an offer or agreement conveyed for qualified services that will be performed in the future;
- (b) an acceptance of the offer or agreement conveyed prior to the commencement of any qualified services; and
- (c) identification of the residence, the parties to the agreement, the qualified services that are to be performed, and an amount to be paid for the qualified services that will be performed.

Property ID: HAPWAL001
January 21, 2016
Page 2

Although you have provided a bid, there are no signatures accepting the bid. In addition, there is no date provided to determine when services began.

Payment in Full – Inadequate Evidence: To qualify for protection from mechanics' liens, a homeowner must pay the original contractor in full according to the terms of the written contract and any modifications to those terms. Because the final bid amount is unclear, we cannot determine that you have paid in full.

Missing Lien: A copy of the lien was not included in your application.

Response Procedure: Please submit the required documentation and a copy of this letter to my attention at:

DOPL - LRF
PO BOX 146741
SALT LAKE CITY UT 84114-6741

Documents may also be hand-delivered to the Division of Occupational and Professional Licensing on the 1st floor of the Heber M. Wells Building – 160 East 300 South, Salt Lake City, Utah. Office hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday.

Application Will Be Denied Unless Completed: We are required to advise you that your application is incomplete and will be denied unless we *receive* the information needed to complete it on or before the Response Due Date shown above.

Additional Requests for Information: Please be aware providing the documents requested above does not guarantee the application will be completed. If the requested documents are incomplete or create additional questions, you may be contacted for further information.

Respectfully,

Tyler Brklacich
Board Secretary
tbrklacich@utah.gov
801-530-6104

Exhibit B

Happy valley concrete
 3350 West Hovlita ave
 West valley
 801-475-5608

BID

Contractors Invoice

WORK PERFORMED AT:

TO:
 Mark & Shelley Walker
 365 N. Center Street
 American Fork, UT

DATE: YOUR WORK ORDER NO.: OUR BID NO.:

DESCRIPTION OF WORK PERFORMED

Concrete waiting time \$224 3 hr waiting
 Pump waiting time \$300 2 hr waiting
 labor to re \$800
 \$1324 Paid
 Total extra for foundation

Foundation \$14600
 floor \$6400
 21000 Total

Paid in full the foundation \$14600

Remain \$6400 Paid when we come back
 and finish the floor + \$200 for
 cementing

1374 XTRA
 200 CUT
 21000

foundation {
 22011 7924
 2203 8000
 2724 4000

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of

22574
 19924
 2550 balance
 + exp. + rental fees
 19924

This is a Partial Full invoice due and payable by: No. Dated Month Day Year

Exhibit C



Mark Walker 06-00
Rachele Walker
365 North Center
American Fork, UT 84003

2203

37-77510243
91

23 Mar 2015
Date

Pay to the
Order of

Stone Tower
Eight Thousand

\$ 8,000 -
Dollars



For carrots pump truck

*HT, PL
visa debit*
Rachele Walker MP

⑆324377516⑆746006848345⑆ 2203

AFCU_>324377516<_0782307133931865_20150323

AFCU 0782307133931865 >324377516< 450102 0000013 BR102-T02 20150323

VISA ^{01/11}
 Mark Walker 06-00
 Rachele Walker
 365 North Center
 American Fork, UT 84003

2204
 97-7751/2243
 01

29 Mar 2015
 Date

Pay to the Order of Time Tonge \$ 7924.
Seven Thousand Nine Hundred Twenty Four Dollars


 AMERICA FIRST
 CREDIT UNION
 1-800-222-3961
 www.americafirst.com

For balance + 1324 extra overtime Rachele Walker

⑆324377516⑆746006848345⑆ 2204

AFCU >324377516< 0803907223341197 20150324

AFCU 0803907223341197 >324377516< 450102 0000017 BR102-T04 20150324

Application Report
Property ID: HIVHOW001
Application Examined by:

Homeowner Application
January 22, 2016

Homeowner: Steve & Lucinda Howes
Original Contractor: Hive Construction dba GJ Gardner Homes-Lehi, or PGL Construction LLC
Original Contractor's Attorney: Robert M Jensen

Abstract and Recommendation

Division's Recommendation: Deny

Factual Review and Analysis

UTAH CODE ANN. §38-11-204 (4) (a) requires:

To obtain a Certificate of Compliance an owner...shall establish that...the owner...entered into a written contract with an original contractor licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act.

UTAH CODE ANN. §38-11-204 (4) (b) requires:

The owner has paid in full the original contractor..., real estate developer, or factory built housing retailer...with whom the owner has a written contract in accordance with the written contract and any amendments to the contract.

The contract provided by the homeowners shows the homeowners entered into an agreement with "Hive Construction LLC dba G/J. Garner Homes-Lehi or PGL Construction LLC" (**Exhibit A**). A thorough search of Division records finds that neither Hive Construction LLC nor G.J. Gardner Homes-Lehi holds a valid contractor license in the state of Utah. PGL Construction LLC does hold a valid contractor license with the State of Utah. However, the owner and qualifier for PGL Construction LLC Regalan Pendleton, Sr., disputes the application. (**Exhibit B**).

The legal counsel for Regalan Pendleton, Sr/PGL Construction LLC responded "...the Original Contractor on this project is Hive Construction dba GJ Gardner Homes. Hive Construction is wholly owned, as I understand it by Regalan Pendleton, Jr. Regalan Pendleton Sr. is not an owner. It is my understanding that Regalan Pendleton, Sr. is a W2 employee of Hive Construction and is the licensed qualifier for Hive Construction...the only involvement Mr. Pendleton Sr. has had in connection with the Howes residence is to conduct on-site inspections and to some extent work with subcontractors. He was not involved with the soliciting, contracting, or bidding

processes associated with this home. He has no considerable contact with the Howes and has met them only in passing"

The Division finds there is no evidence that Regalan Pendleton Sr. is a licensed qualifier for Hive Construction LLC and Regalan Pendleton Sr/PGL Construction LLC has disputed they entered a contract with Steven and Lucinda Howes. Therefore the applicants have not satisfied UTAH CODE ANN. §38-11-204 (4) (a).

Furthermore, if the Division *were* to consider PGL Construction LLC as the licensed original contractor, payment in full must be satisfied. As evidence of payment in full the applicants provided a HUD settlement statement and canceled checks written by Academy Mortgage and Republic Mortgage to G.J. Gardner Homes-Lehi and various third parties (**Exhibit C**). There is no evidence PGL Construction LLC received payment in accordance with the written contract. In fact, Regalan Sr/PGL Construction LLC's response states "...Mr. Pendleton Sr. was not included in the finances associated with this home and was altogether excluded from receipt of funds, payment of subcontractors and suppliers and other facets of accounting" (**Exhibit B**). Regalan Pendleton Sr/PGL Construction LLC has claimed they were not paid in full in accordance to the original contract. Therefore, if the requirements of UTAH CODE ANN. §38-11-204 (4) (a) were able to be met, it appears the applicants could not meet the requirements of payment in full in accordance with UTAH CODE ANN. §38-11-204 (4) (b).

The homeowner has provided responses (**Exhibit D**) in which they feel provide evidence they have contracted with a licensed contractor.

Copies of the liens are also provided as **Exhibit E**.

The Division finds the applicants have failed to meet their burden of proof. The applicants failed to meet the statutory requirements of "written contract with an original contractor licensed or exempt from licensure" and as required in UTAH CODE ANN. 38-11-204 (4) (a), and "payment in full" in accordance with UTAH CODE ANN. §38-11-204 (4) (b). Thus, the Division recommends the application be denied

Exhibit A



Steven Howes
67 South 2000 West
PLEASANT GROVE UT 84062

Tuesday, March 25, 2014

380 East Main Street
Unit B
LEHI UT 84043

Hive Construction, LLC
DBA G. J. Gardner Homes - Lehi

**AUTHORITY TO PROCEED
PRE CONTRACT AGREEMENT
Quote No :**

Lot 1, Block 1,
67 2000 West, PLEASANT GROVE

By the signatures below, the Homebuyer(s) and Builder desire to enter into a contractual agreement regarding the above mentioned Project Address according to the following terms and conditions:

1. The Homebuyer(s) will provide the Builder with a Pre-Construction Agreement deposit of \$4,000.
2. Upon receipt of the initial \$4000 Pre-Construction Agreement deposit, the Builder will assign an Architect to draw the Preliminary Plans. The Builder will perform all tasks required in order to present the Homebuyer(s) with a preliminary floor plan, front elevation, estimated cost based on chosen inclusions and soils and percolation testing (as necessary) for the Homebuyer(s) lot. This will allow the Homebuyer(s) to make a decision towards a full Home Construction Agreement.
3. Upon acceptance of preliminary floor plan and four elevations by the Homebuyer(s), an additional Pre-Construction Agreement deposit will be required. The Builder will use this deposit to complete preparation of all final:
 - Site Plan
 - Floor Plans
 - All 4 Elevations
 - Foundation Plan
 - Roof Plan
 - Electrical Plan
 - Detail sheet for building permit
 - Structural Engineering
 - Energy Calculations/Duct Design
 - ACC Submission

These items are completed in preparation for submittal to the Regional Building Department for approval so a Building Permit may be obtained.

4. Upon completion of the Color Selections and Building Specifications, Homebuyer(s) will sign and close the Home Construction Agreement with Builder.
5. All funds from the initial and second Pre-Construction Agreement deposits will be applied (credited) towards the Initial Construction Deposit equal to at least 3.5% (unless Lender has different requirements) of the Home Construction Agreement purchase price, and will serve as down-payment toward permanent financing at closing of the home.
6. If Homebuyer(s) decide not to pursue a Home Construction Agreement with Builder, Builder will refund the balance of the down-payment, less actual expenses and a \$1,000 administration fee. Builder will provide Homebuyer(s) with an accounting of expenses and will provide any refund within 14 days after cancellation. Cancellation must be provided by Homebuyer(s) in writing and delivered by certified mail to the above address.
7. We/I understand that all plans, whether standard or developed between myself/ourselves and G.J. Gardner Homes, Builder, remain copyright to G.J. Gardner Homes. We/I confirm that any submitted plan is my/our own design, and hereby indemnify G.J. Gardner Homes, the Builder, its' employees, directors, shareholders, subcontractors and vendors against any claim or litigation which may occur prior to, during or after construction of this dwelling related to the copyright over the submitted plan."
8. This agreement does not bind Homebuyer(s) and Builder to a final Home Construction Agreement. The purpose of this agreement is to establish design and costing, and provide the necessary information for Homebuyer(s) to make an informed decision regarding the above project.

APPROVED AND AGREED:

 2014.3.25

 Owner Date

 3/25/14

 Builder Date

 3.25.14

 Owner Date

 Steven Howes
 (All owners to sign, please)

Hive Construction, LLC dba G.J. Gardner Homes-Lehi
308 East Main Street, Unit B
Lehi, Utah 84043
PH: 801-310-7240
Reggie.pendleton@gjgardner.com

DATE: 6-10-2014

Home Construction Agreement

Steven and Lucinda Howes, ("Owner")

1. Hiring to Perform Home Construction Services.

The undersigned Owner agrees to hire Hive Construction, LLC dba G.J. Gardner Homes-Lehi or PGL Construction, LLC, a Utah company ("Contractor"), to build a single family residence (the "Residence") as described in the plans and specifications (the "Plans and Specifications") in effect at the time this Agreement is executed at the location described below in Section 2.

NOTE: This Home Construction Agreement is not binding unless Contractor accepts this Agreement by returning an executed copy of this Agreement to Owner.

2. Location.

The Residence shall be built at the following location (the "Location"):
67 South 2000 West, PLEASANT GROVE, UT 84062

3. Contract Price.

a. **In General.** Owner shall pay to Contractor, for its services in building the Residence and for the Contractor's fee, the Builder Contract Price of \$406,175 (the "Builder Contract Price"). The Builder Contract Price shall be paid as specified in Section 4 below. The "Total Contract Price" shall be defined as the "Builder Contract Price" plus the cost of the "Purchased Lot Price". The Purchased Lot Price shall be the price of the lot where the residence will be built and is equal to N/A. Howes already own lot.

b. **Change In Total Contract Price.** The Total Contract Price is subject to revisions if Owner makes a written request for any deviations from the Plans and Specifications for the Residence, which request shall be considered a change order (a "Change Order"). A Change Order shall be processed in accordance with Section 10 below.

c. **Limitations on Scope of Work.** The Total Contract Price is based on the costs of constructing a Residence at the Location (real property) owned by Owner. Owner shall further be responsible for all "Locations and Site Conditions" as described in Section 12 below.

- i. Refer to the plans and specifications for the Residence for details regarding any sewer connection, septic system connections, electrical connections, water line connections, well, unusual grading, unusual foundation, fill material, final grading, demolition, blasting, driveways or approaches, tree removal, or non construction trash and debris removal.
- ii. Notwithstanding the foregoing, if the Location is in a standard subdivision within the boundaries of a city, Contractor shall hook-up water and sewer connections provided such connections are stubbed to parcel boundary, and shall trench and install electrical lines, provided such connections are stubbed to parcel boundary. The service lines for the following: phone, and cable will be the Builder's responsibility and installed by the Builder's choice of service provider.

4. Financing Conditions and Payment Schedules.

a. **Pre Construction Agreement Deposit.** The parties acknowledge that Owner previously deposited with Contractor the amount of \$4,000.00 as a deposit for the preparation of certain initial housing plans that comprise a part of the Plans and Specifications (the "Authority To Proceed Pre Contract Agreement"). The full amount of this Authority To Proceed Pre Contract Agreement Deposit shall be credited against the Total Contract Price.

b. **Initial Construction Deposit.** Concurrent with the execution of this Agreement, Owner shall deposit with Contractor the amount of \$4,000 (the "Initial Construction Deposit"). The Initial Construction Deposit, plus the Authority To Proceed Pre Contract Agreement Deposit, shall equal ~~3%~~ of the ~~Builder Contract Price~~. *Requirement from lender.*

c. **Financing Requirement.** Owner confirms that it has obtained assurances from financial institutions for construction financing for the construction of the Residence which, in Owner's sole judgment, in combination with Owner's own resources, are sufficient for the Owner to enter into this Agreement. As a result, Owner confirms that Owner's ability to obtain a final construction loan for the Residence is NOT a contingency of its obligations under this Agreement, and that Owner will be in breach of this Agreement if it fails to make payments as required by this Agreement, and all of Owner's rights under this Agreement shall terminate. In that case, Contractor shall have all rights and remedies available at law or in equity on account of Owner's failure to pay the Total Contract Price, including the right to immediately terminate all of Owner's rights under this Agreement and to retain all deposits and payments which the parties have specified herein as Liquidated Damages.

d. **Draw Schedule.** The portion of the Contract Price not paid pursuant to subsections 4(a) and (b) above shall be paid by Owner selected Financial Institution; by Owner through an independent third-party escrow company; or by Owner in the form of cash/check. Please check the appropriate box:

X Financial Institution/Private Lender to pay Contractor according to their specified draw schedule.

_____ The parties will open an escrow with _____ (the "Escrow Company"). The parties agree that the Escrow Company is an independent third-party escrow company. The parties will deliver mutual escrow instructions to Escrow Company at the time of opening of escrow. The Escrow Instructions shall be in accordance with this Agreement and incorporated herein. **Owner shall deposit the full Contract Price into escrow at the time of this Agreement. Contractor and Owner agree that Title Company may immediately release to Contractor all Disbursements in accordance with the Disbursement Schedule, which shall be provided to Escrow Company at the time of opening of**

G.J. Gardner. HOMES

"We're Great Together"

escrow, without any further action on the part of Contractor or Owner; provided, however, that Title Company shall not release the final Disbursement without written or oral approval from Owner. Owner will pay all escrow fees, and Contractor shall have no responsibility for payment of any escrow fees.

_____ Owner to pay Contractor in advance for each stage according to the following schedule:

Cash Draw Schedule

Amount

Initial Deposit **\$4,000**
Additional Deposit \$ _____

- | | | |
|-----|---|-------|
| 1. | 5% of the total Contract Price when permits and fees have been paid; | _____ |
| 2. | 5% of the total Contract Price for site work, construction access, and building excavation have been completed; | _____ |
| 3. | 10% of the total Contract Price when the foundation system has been installed, back filled, rough graded for drainage, and lumber is on site; | _____ |
| 4. | 15% of the total Contract Price when the framing has been completed; | _____ |
| 5. | 15% of the total Contract Price when exterior doors and windows are installed, rough mechanical and electrical materials are delivered to the job site; | _____ |
| 6. | 20% of the total Contract Price when the sheetrock is installed; | _____ |
| 7. | 10% of the total Contract Price when the interior doors, millwork, and cabinets are installed; | _____ |
| 8. | 10% of the total Contract Price when the tile, hard surface flooring, countertops, and finish paint are completed; | _____ |
| 9. | 8% of the total Contract Price when the carpeting is installed; | _____ |
| 10. | 2% balance of Contract Price, and any past due or unpaid Change Order Items, less the deposits when Notice of Completion is filed and at which time a Lien Release Waiver will be furnished upon request. | _____ |

TOTAL _____

e. **Waiver of Joint Control and Joint Payment Rights.** If Owner does not record a Construction Deed of Trust with respect to construction financing for the Residence, then the following additional provisions apply.

Page 3 of 20 Initial:  Date: 6.11.14

Included in the work of improvement detailed in the Plans and Specifications, the Contract Price includes the following "Allowances" that shall apply to the construction of the Residence. For those items where an "Allowance" is set forth, Owner shall have the right to procure items for installation in the Residence related to the category associated with the Allowance. With regards to permits, fees, water & sewer tap fees, these allowances are based on September 2013 rates and are subject to change. Any increases or reductions in these Items will be passed on to the Owner in the form of a Change Order.

9. Owner Supplied Items

Until Contractor's work on the Residence is completed, Owner shall not install, or subcontract for other parties to install, any materials, hardware, appliances, or other goods, without the express written approval of Contractor. If any items are installed, Owner expressly acknowledges that such items are not covered by any warranty issued by Contractor and that Owner may not make any claims against Contractor or subcontractor for loss, damage, repairs, to these items. In addition, Contractor's warranty for its work shall not apply to any repairs to address damage or defects caused by installations or work conducted by others.

10. Change Orders.

a. **In General.** For the period between the signing of this contract and 4 weeks prior to the anticipated start date of the home, change orders will be processed and a deposit of 5% of the Change Order amount will be collected. If Owner desires any changes, alterations, or additions to the Residence other than as set forth in the Plans and Specifications after that date Owner shall submit a written request to Contractor, along with a nonrefundable \$100 fee per Change Order request. If Contractor elects to seek to comply with the request, Contractor will notify Owner of the additional cost, if any, resulting from such request. If the parties so agree on such changes, alterations or additions and the cost thereof, they will execute a "Change Order" describing such change, alteration or addition, the cost thereof. All Change Orders will need to be paid in full at time Change Order is signed, unless prior financing approval is obtained. Contractor is under no duty or obligation to consider or comply with a Change Order request. If Contractor agrees to proceed with Change Order, Owner agrees to comply with Contractor's request for Owner to complete all necessary forms and signatures required when requested.

Owner acknowledges that Change Orders will affect the schedule and completion dates.

(EW / JGH)

Owner acknowledges Change Order requirements and fees are due at time of change requests.

(EW / JGH)

Owner agrees to the \$100 non-refundable change order fee and to pay for change orders in advance.

(EW / JGH)

b. **Site Condition and Code Revision Matters.** In addition, if the Site Conditions described in Section 11, or Code Revisions described in Section 16(b), require modifications to the Plans and Specifications of the Residence, such additional costs of construction shall be incorporated into a Change Order, the costs of which shall be paid by Owner. Owner accepts that a Change Order will affect the completion date.

design furnished by ~~other~~ persons.

Initial (~~_____~~, ~~_____~~)

c. Disclaimers of Warranties by Contractor Regarding Location and Site Conditions.

Contractor may make recommendations or suggestions regarding:

- (i) how the building pad for the Location should be prepared, including any proposed fill or foundation reinforcements;
- (ii) how to place the Residence on the Location or how to determine and resolve any required building setbacks; or
- (iii) the effect of the Residence on any existing systems and other objects located on the Location or in its vicinity, including but not limited to septic systems, plants or trees, concrete, or buried items.
- (iv) Owner acknowledges that Contractor is not a civil engineer, soil engineer, or land surveyor. Owner further acknowledges that in offering any such suggestions, Contractor disclaims any warranties or duties in favor of Owner with respect to such recommendations or suggestions. It is the responsibility of Owners to verify, through the use of independent experts, including but not limited to civil engineer, soil engineer, land surveyors, any recommendations or suggestions made by Contractor regarding such matters.

Initial (~~_____~~, ~~_____~~)

d. Contractor makes no representations or warranties as to:

- (i) the condition of the building site or the soils;
- (ii) the placement of the Residence on the Location or the compliance of any work of construction with any required building setbacks; or
- (iii) the effect of the Residence on any existing systems and other objects located on the Location or in its vicinity, including but not limited to septic systems, plants or trees, concrete, or buried items.

e. Owner shall grant free access to work areas for workmen and vehicles, and shall allow for areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. Contractor and workmen shall not be expected to keep gates closed for animals and children. Contractor will not be responsible for all preexisting damage to driveways. Contractors will exercise care at all times to limit the impact of construction on driveways, walks, lawns, shrubs or other vegetation by movement of trucks, equipment, materials, debris, etc., or otherwise. Owner grants Contractor an exclusive license to control access to the portion of the Location (including the Residence) which Contractor may fence at the expense of Owner with temporary construction fencing (the "Job Site Area"). Owner agrees that until the Walk-Thru, Owner and Owner's representatives will only enter the Job Site Area with Contractor's representatives through appointments coordinated with Contractor. No joint tours will, however, be coordinated during the last month of construction, to assure quality finish construction for the Residence. Access to the Job Site by Owner or Owner's invitees without Contractor's consent shall be prohibited. (~~_____~~, ~~_____~~)

f. Owner gives permission to contractor to install his company signs on property after signing of contract. Signage to remain in place during course of construction & remain for two weeks after final building inspection has been signed off by local building department. Owner agrees to allow contractor to photograph residence and to allow for professional photography after the completion of the project. These photographs will be used in contractor portfolio and for possible future advertising.

13. Estimated Dates for Work/Contract Cancellation Rights.

a. **Initial Estimated Dates.** At the time this Agreement is executed, it is anticipated that the work will begin in approximately ten (10) days after the building permit is issued, and be substantially completed within 180 days thereafter. If the work is not commenced within this time period, Contractor shall not be required to update the above estimated dates until the building permit is issued. In addition Owner acknowledges that Change Orders will affect scheduled dates.

b. **Periodic Updates.** Periodically, Contractor will provide Owner with an estimated completion date of the Residence. Owner acknowledges that any completion dates given by Contractor are strictly estimates. Owner shall not be entitled to rely on any such preliminary estimates for any reason, whatsoever. Further, Contractor shall have no obligations, liabilities or responsibility to Owner if Owner incurs any damages or liability by relying on any preliminary estimates, including but not limited to actions by Owner to lock in interest rates, sell existing homes, cancel existing leases, etc. Owner further agrees that Contractor is not responsible or liable for any delays (including delays beyond the completion date) caused by acts of God, weather, the elements, shortages of labor and/or material beyond the Contractor's control, criminal acts of others (including vandalism) and other events unforeseen by the Contractor and beyond the reasonable control of the Contractor.

14. Insurance.

a. Owner shall procure at his or her own expense and before commencement of any work under this contract, fire insurance with course of construction, vandalism and malicious mischief clauses attached ("Construction Insurance Policy") provided, however, that such Construction Insurance Policy shall be in a sum at least equal to the Contract Price, with loss, if any, payable to any beneficiary under any deed of trust covering the project. Such Construction Insurance Policy shall also name Contractor as an additional insured. If Owner fails to procure such Construction Insurance Policy, Contractor may procure such insurance as agent for and at expense of Owner, but is not required to do so.

b. Contractor will maintain in full force and effect a Workers' Compensation Insurance policy as needed, and shall furnish certificates of insurance to owner during commencement of work. The failure of owner to demand delivery of certificates there under shall not relieve contractor of any obligation under this paragraph. Owner shall obtain and pay for insurance against injury to its own employees and persons under Owner's direction and persons on the job site at Owner's invitation.

Initial: (Signature)

15. Destruction of Work of Improvement/Theft of Materials.

a. Should the Residence or any part thereof or any work of improvement related thereto be destroyed by fire, theft, vandalism, act of God, or other cause not the fault of Contractor, any work done or materials furnished by Contractor in restoring or rebuilding the project or work of improvement shall be paid for by ~~owner~~ ^{Owner's} Construction Insurance Policy as work related to a Change Order, to be paid for pursuant to Section 10. If, however, the estimated cost of replacement of work already accomplished by contractor exceeds twenty per cent (20%) of the Contract Price, Owner shall have the option to cancel this contract and, in that event, Contractor shall be paid the reasonable cost, including a net profit to Contractor in the amount of ten per cent (10%), of all work performed by Contractor before cancellation.

16. Site Commencement Conditions.

Contractor shall be under no obligation to commence any home construction services under this Agreement until each of the following additional conditions have been satisfied:

a. Owner shall provide Contractor with the legal description of the Location, which also clearly shows the Owners names and shall be attached and considered a part of this Agreement.

b. Building Code and other related code requirements in existence at the time the building permits are issued may trigger required changes made to the design, square footage, size and amount of windows, window location, and/or house orientation. If such codes require revisions to the Plans and Specifications, Owner will be responsible for and shall be notified of any extra charges due to design modification requirements, which items shall be treated as a "Change Order".

17. 5 Star Performance Checklist and Walk-Thru.

a. **Five Star Performance Checklist.** The Owner will be required to complete the Five Star Performance check list with the Contractor at the designated stages of construction. Owner is required to make itself available for the conduct of this activity within three (3) calendar days after notification from Contractor.

b. **Notice of Walk-Thru.** When the Residence is substantially complete, Contractor shall contact Owner in writing or by telephone to schedule an orientation and Walk-Thru of the Residence (the "Walk-Thru Notice"). For purposes of this Agreement, the term "Walk-Thru" shall mean a one-time walk-thru orientation and inspection of Residence prior to the occupancy of the Residence by Owner, and sign the Five Star Performance Check List Book.

c. **Scheduling Walk-Thru.** Owner and Contractor agree to schedule the Walk-Thru at a mutually convenient time, between 8:00 A.M. and 4:00 P.M. Monday through Friday, prior to Owner's occupancy of the Residence and promptly following the issuance of the Walk-Thru Notice.

d. **Punchlist Corrective Work.** Subject to the following, Contractor shall complete all corrective work agreed to in writing and included in a punchlist, in a reasonable prompt manner and shall be provided the opportunity to correct all such items before Owner takes occupancy of the Residence. However, Contractor is not obligated to complete all such corrective work prior to the issuance of the Certificate of Occupancy or Notice of Completion is filed. Pending availability of materials and manpower, punch List items may take as long as 10 (ten) working days from date of Walk-Thru to completion. Further, Contractor shall not be obligated to correct items which meet or exceed industry standards.

e. **Walk-Thru Checklist.** At the time of the Walk-Thru, Owner will be required to execute a Walk-Thru checklist which sets forth all Punch List items identified by the Walk-Thru. The Walk-Thru checklist contains the following language which the parties hereby agree are part of the existing terms of this Agreement and which Owner further agrees to re-acknowledge at the completion of the Walk-Thru:

I/we agree the above includes all items to be corrected by the Contractor. After the above items have been corrected, I (we) understand the Contractor will have no further obligation to correct Punch List items not listed above (including floor coverings - carpet

and tile, touch-ups, adjustments and scratches). I (we) understand that touch up work requiring color materials (including but not limited to stain, paint, grout and cement) might vary slightly from the original color due to differences in dye lots, oxidation, weathering, etc. and agree the Contractor is not responsible for such variations.

f. Re-inspection. If Contractor schedules a re-inspection of the Residence following the Walk-Thru, it is acknowledged and agreed that such re-inspection is solely for the purpose of inspecting the corrective work done to the items included on the Punch List and which Contractor agreed in writing to correct. Such re-inspection is not intended to provide Owner with the right to include additional items on the Punch List if Owner has taken occupancy of the Residence. At the time of the Re-inspection, if any, Owner will be required to re-execute the Walk-Thru checklist, sign the Five Star Performance Checklist Book and acknowledge the following:

Declaration of Acceptance:

I (we) have re-inspected the above home and agree all items noted in the walk-thru (listed above) have been corrected to my (our) satisfaction. I (we) understand that this is my (our) final acceptance of the home and agree the Contractor has no obligation to honor verbal commitments of any type.

g. Owner may agree to sign and record a Notice of Completion with the County Recorder within five days after completion of the project. If the project passes final inspection by the local public body but owner fails to record Notice of Completion, then the Owner hereby appoints Contractor as Owner's agent to sign and record a Notice of Completion on behalf of Owner. This agency is irrevocable and is an agency coupled with an interest.

18. Construction Standards.

a. 2-10 Home Buyer's Warranty. Contractor will pay Owner's costs for a 2-10 Home Buyer's Warranty (the "2-10 HBW"), which Contractor will procure from a third party. Contractor will provide Owner with a copy of the 2-10 HBW Booklet and related materials. The 2-10 HBW includes a One Year Workmanship Coverage, detailed in Section IX of the 2-10 HBW Booklet.

(i) The One Year Workmanship coverages in the 2-10 HBW are provided on behalf of Contractor, and also serve as a one-year express limited warranty covering the cabinets, mirrors, flooring, interior and exterior walls, countertops, paint finishes, and trim.

(ii) Except for the HBW status as a Fit and Finish Warranty, Contractor makes no warranties or representations regarding the coverages available under such program, and Owner is advised to investigate the nature of the benefits of such residential warranty directly from 2-10 HBW. The 2-10 HBW does not include a warranty as to any items warranted by other manufacturers or any appliance, piece of equipment or other item which is a consumer product under the Magnuson-Moss Warranty Act (15 U.S.C. Section 2310-2312). All warranties governed by the Magnuson-Moss Warranty Act are hereby assigned by Contractor to Owner.

(iii) The 2-10 HBW does not cover cosmetic matters described in the 2-10 HBW Booklet, or damage not within Contractor's control such as lack of proper maintenance, carelessness, accidents, acts of abuse, natural disasters and other acts of God, etc. Cosmetic items listed in the writing on the Inspection and Acceptance Agreement during the Walk-Thru and signed by Contractor's representatives will be corrected within the time period set forth in the Inspection and Acceptance Agreement. Any cosmetic items not listed in the Inspection and Acceptance Agreement are the responsibility of the Owner.

(iv) Contractor's liability under the Fit and Finish Warranty is limited to repair or replacement (at its option) of any Item covered by the Fit and Finish Warranty. All other claims, including claims for incidental or consequential damages, are hereby waived and disclaimed. Contractor is not liable for any damage done to or caused by any item purchased or upgraded by Owner through third parties, or any items altered or added by Owner or Owner's agent.

(v) The 2-10 HBW, including the Fit and Finish Warranty included therein, have been provided by Contractor to Owner. Owner waives the right to seek damages or other legal or equitable remedies from Contractor, and Contractor's subcontractors, agents, vendors, suppliers, design professionals, and materialmen, under any other common law or statutory theory of liability, including, but not limited to, negligence and strict liability, other than for violation of the Functionality Standards arising from work done by or on behalf of Contractor, or rights under the 2-10 HBW. The waiver will not apply to any express written warranty issued by the manufacturer of any appliance which is sold with the Residence.

b. Damage Caused by Early Occupancy. If Owner occupies the Residence prior to the acceptance of the Walk-Thru checklist described in Section 16(e) above, it will be conclusively presumed that all defects of a cosmetic nature were the result of damage caused by the conduct of Owner in completing its move-in or other use of the Residence, and Contractor shall thereupon have no warranty obligations to complete any repairs of such fit and finish items.

c. See Mold Addendum 1

19. Consumer Warranties.

Contractor hereby assigns to Owner, with respect to any appliance, piece of equipment or other item which is a consumer product under the Magnuson-Moss Warranty Act (15 U.S.C. Section 2301-2312), all warranties governed by the Magnuson-Moss Warranty Act.

20. Disclaimer of Other Warranties.

EXCEPT FOR COMPLIANCE OF WORK CONDUCTED ON BY OR ON BEHALF OF CONTRACTOR WITH APPLICABLE FUNCTIONALITY STANDARDS, CONTRACTOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE QUALITY OR CONDITION OF THE RESIDENCE OR THE COMPONENTS THEREOF. SUCH DISCLAIMER INCLUDES, WITHOUT LIMITATION, ALL REPRESENTATIONS OR WARRANTIES REGARDING ENVIRONMENTAL MATTERS OR THE CONDITION, OPERABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESIDENCE AND ITS COMPONENTS, ALL OF WHICH SHALL BE ACCEPTED BY OWNER IN THEIR "AS IS" CONDITION.

21. Compliance with Maintenance Standards.

This Agreement and the 2-10 HBW Booklet set forth certain maintenance requirements or recommendations concerning the Residence. In addition, the manufacturers of various components or appliances installed in Owner's home, have provided warranty booklets or other user information that also set forth maintenance requirements and recommendations concerning those components and appliances, copies of which shall be provided along with the 2-10 HBW Booklet to Owner by Contractor as part of the delivery of possession of the Residence. All recommendations or requirements set forth in any of the above described materials are hereby agreed by Owner and Contractor to be considered to be reasonable maintenance obligations and schedules to which Owner shall adhere. Owner shall also follow all other commonly accepted maintenance practices related to the Residence and its appliances and components.

22. Force Majeure.

Contractor's performance under this Agreement shall be excused if strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, substantial price increases in labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, acts of war, civil commotion, fire or other casualty, beyond the reasonable control of Contractor, makes performance of this Agreement impossible or impracticable.

23. Breach of Contract/Remedies.

a. Breach by Contractor. If Contractor breaches this Agreement prior to the completion of construction of the Residence, Owner shall be entitled, as its sole and exclusive remedy, whether at law or in equity, to terminate this Agreement. In that event Contractor shall have the right to retain all payments previously paid to Contractor or released from escrow to Contractor prior to the effective date of termination, plus a portion of the next Draw payment or Disbursement otherwise due under this Agreement, which Draw payment or Disbursement shall be reduced by the percentage of the work associated with such Draw payment or Disbursement that remains incomplete at the time of termination.

b. Breach by Owner.

Liquidated Damages for Breach Prior to Commencement of Construction. If Owner breaches this Agreement prior to the commencement of construction of the Residence (which, for purposes of this Section 22 shall be deemed commenced upon attainment of the initial grading, foundation or other building permit for the construction of any portion of the Residence), Contractor shall be entitled, as its sole and exclusive remedy, whether at law or in equity, to terminate this Agreement and retain the liquidated damages described in this subsection. Owner and Contractor agree that it would be impractical and extremely difficult to estimate the damages which Contractor may suffer in the event Owner defaults under this Agreement prior to the commencement of construction. Owner and Contractor therefore agree that a reasonable present estimate of the net detriment that Contractor would suffer in the event of Owner's default or breach in those circumstances is an amount of money equal to the Initial Construction Deposit plus the Pre Construction Agreement Deposit, which shall be the full, agreed and liquidated damages.

Initial:

Contractor:

Owner:

(i) **Liquidated Damages for Breach After Commencement of Construction.** If Owner breaches this Agreement after the commencement of construction of the Residence, Contractor shall be entitled, as its sole and exclusive remedy, whether at law or in equity, to terminate this Agreement and retain the liquidated damages described in this Subsection. Owner and Contractor agree that it would be impractical and extremely difficult to estimate the damages which Contractor may suffer in the event Owner defaults under this Agreement after the commencement of construction. Owner and Contractor therefore agree that a reasonable present estimate of the net detriment that Contractor would suffer in the event of Owner's default or breach in those circumstances is an amount of money equal to (i) all payments previously paid to Contractor or released from escrow to Contractor prior to the effective date of termination, plus (ii) a portion of the next Draw payment or Disbursement otherwise due under this Agreement, which next Draw payment or Disbursement shall be reduced by the percentage of the work associated with such Draw payment or Disbursement that remains incomplete at the time of termination, plus (iii) an

amount necessary to yield a twenty percent 20% margin on that portion of the Contract Price not otherwise paid pursuant to clauses (i) and (ii) above.

Initial:

Contractor:

Owner:

24. Arbitration Agreement.

IT IS HEREBY AGREED THAT ANY AND ALL CLAIMS, DISPUTES, AND CONTROVERSIES BY OR BETWEEN THE OWNER AND CONTRACTOR ARISING FROM OR RELATED TO ANY ALLEGED DEFECT IN THE CONSTRUCTION OF THE SUBJECT HOME, INCLUDING BUT NOT LIMITED TO, ANY CLAIM OF BREACH OF CONTRACT, NEGLIGENCE, OR INTENTIONAL MISREPRESENTATION OR NONDISCLOSURE IN THE INDUCEMENT, EXECUTION, OR PERFORMANCE OF ANY CONTRACT, INCLUDING THIS ARBITRATION AGREEMENT, AND BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE FOLLOWING TERMS:

a. ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE *Home Construction Arbitration Rules and Mediation Procedures - Effective June 1, 2007*. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENFORCED AND CONFIRMED PURSUANT TO A PETITION FILED UNDER CODE OF CIVIL PROCEDURE SECTION 1285 ET. SEQ.

b. THE RULES AND PROCEDURES FOR THE ARBITRATION INCLUDING THE *Home Construction Arbitration Rules and Mediation Procedures - Effective June 1, 2007* SHALL CONTAIN PROVISIONS COMPLYING WITH THE FOLLOWING REQUIREMENTS:

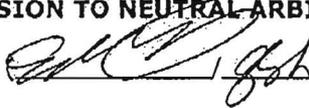
- I. THE PARTIES SHALL EACH ADVANCE ONE-HALF OF THE FEES NECESSARY TO INITIATE THE ARBITRATION. THEREAFTER THE COSTS AND FEES, INCLUDING ONGOING COSTS AND FEES, SHALL BE PAID AS AGREED BY THE PARTIES AND IF THEY CAN'T AGREE AS DETERMINED BY THE ARBITRATOR(S) WITH THE COSTS AND FEES OF THE ARBITRATION TO ULTIMATELY BE BORNE AS DETERMINED BY THE ARBITRATOR(S).
- II. ADMINISTRATION OF THE ARBITRATION SHALL BE BY A NEUTRAL IMPARTIAL PERSON(S) WHO SHALL BE APPOINTED TO SERVE AS ARBITRATOR(S) WITHIN SIXTY (60) DAYS FROM THE ADMINISTRATOR'S RECEIPT OF A WRITTEN REQUEST FROM A PARTY TO ARBITRATE THE CLAIM OR DISPUTE. IN SELECTING THE ARBITRATOR, THE PROVISIONS OF SECTION 1297.121 OF THE CODE OF CIVIL PROCEDURE SHALL APPLY. AN ARBITRATOR MAY BE CHALLENGED FOR ANY OF THE GROUNDS LISTED THEREIN OR IN SECTION 1297.124 OF THE CODE OF CIVIL PROCEDURE.
- III. VENUE OF THE ARBITRATION SHALL BE IN THE COUNTY WHERE THE RESIDENCE LOCATION IS SITUATED UNLESS THE PARTIES AGREE TO SOME OTHER VENUE.
- IV. PROMPT AND TIMELY COMMENCEMENT OF THE ARBITRATION SHALL BE REQUIRED IN ACCORDANCE WITH (1) THE RULES OF THE ARBITRATION, OR IF THE RULES DON'T SPECIFY A DATE BY WHICH THE ARBITRATION MUST COMMENCE, THEN (2) A DATE AS AGREED TO BY THE PARTIES, AND IF THEY CANNOT AGREE, (3) A DATE DETERMINED BY THE ARBITRATOR(S).

v. THE ARBITRATOR(S) SHALL BE AUTHORIZED TO PROVIDE ALL RECOGNIZED REMEDIES AVAILABLE IN LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS THE BASIS OF THE ARBITRATION.

c. NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, EITHER PARTY MAY USE SMALL CLAIMS COURT AS AN ALTERNATIVE TO ARBITRATION, IF THE AMOUNT IN CONTROVERSY IS WITHIN THE JURISDICTIONAL LIMITS OF SMALL CLAIMS COURT.

d. "NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY STATE LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE COLORADO STATE CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner: ) and Contractor : 

25. Miscellaneous.

a. Owner agrees to diligently and in good faith perform all acts necessary on the Owner's part to satisfy all conditions and obligations under this agreement, including but not limited to the arranging for any necessary financing, the execution of loan applications, loan papers, the preparation of the location, the acquisition of necessary insurance, and such other actions as may be necessary to carry out the terms of this Agreement.

b. The terms set forth in this Agreement are intended by the parties as a final expression of their agreement with respect to the subject matter of this Agreement and may not be contradicted or varied by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement, together with any acknowledgments executed by Owner, constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this Agreement. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing executed by Owners and Contractor.

c. Time is of the essence to this Agreement.

d. Any notices required to be given hereunder shall be given in writing and shall be served personally, or by deposit in the U.S. Mail, certified, registered, or "express" mail, return receipt requested, postage prepaid, or delivered by a private overnight courier service, addressed to the Owner and Contractor at the addresses specified below. Notices shall be deemed received on the earlier of the date of actual receipt or three (3) business days after deposit in the mail in the manner specified above.

e. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

f. Owner agrees that any home plans resulting from this Agreement will be the exclusive copyrighted property of G.J. Gardner Homes and the home plans cannot be copied, resold or used by another person to construct another home. Any violation of copyrighted property may result in a substantial damage award, including recovery of lost profits, statutory damages and attorneys' fees. Owner agrees to indemnify G.J. Gardner Homes, Contractor, its employees, directors, shareholders and subcontractors against any claim or litigation which may occur prior to, during or after construction of the Residence related to the copyright over the home plans.

26. Notice to Owner.

a. The following notice is provided pursuant to Utah Business and Professions Code. Under the Utah Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve Owner's property, but is not paid for his or her work or supplies, has a right to place a lien on Owner's home, land, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, Owner's home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid Owner's contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against Owner's property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a "Preliminary Notice." Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against Owner's property. Its purpose is to notify you of persons or entities that may have a right to file a lien against Owner's property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against Owner's property. Generally, the maximum time allowed for filing a mechanics' lien against Owner's property is ninety (90) days after substantial completion of Owner's project.

TO INSURE EXTRA PROTECTION FOR OWNER AND OWNER'S PROPERTY, OWNER MAY WISH TO TAKE ONE OR MORE OF THE FOLLOWING STEPS:

(i) Require that Owner's contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for Owner's further protection. The payment and performance bond will usually cost from one percent (1%) to five percent (5%) of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(ii) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in Owner's area which will establish voucher or other means of payment to Owner's contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar.

(iii) Issue joint checks for payment, made out to both Owner's contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the

persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on Owner's property, therefore you need to protect Owner. This will help to insure that all persons due payment are actually paid.

(iv) Upon making payment on any completed phase of the project, and before making any further payments, require Owner's contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in the Civil Code. Most stationery stores will sell the "Waiver and Release" forms if Owner's contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on Owner's project, you may obtain a list from Owner's Contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics' lien claim against Owner's property. In other types of construction, this protection may still be important, but may not be as complete. To protect Owner under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics' lien has been filed against Owner's property, it can only be voluntarily released by a recorded "Release of Mechanics' Lien" signed by the person or entity that filed the mechanics' lien against Owner's property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against Owner's property.

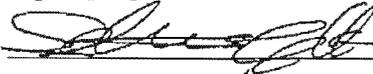
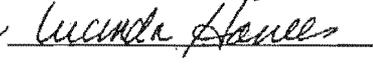
b. Owner has the right to require the contractor to have a performance and payment bond. The expense of the bond may be born by owner.

27. Licensing Matters.

Contractor [X] does [] does not, carry commercial general liability insurance.

28. Special Conditions

IN WITNESS WHEREOF, Owner has executed this Agreement effective June 11, 2014, and agrees to be bound by the foregoing Agreement.

<u>Steven C Howes</u>	<u></u>	<u>918 9048</u>
<u>Lucinda Howes</u>	<u></u>	<u>636 7211</u>
(Name)	(Signature)	(Phone No.)

CONTRACTOR'S ACCEPTANCE: The above Agreement is accepted and approved. Hive Construction, LLC dba G.J. Gardner Homes- Lehl.

By: Reggie S. Pendleton

Dated: 6/10/2014



(Signature)

ADDENDUM NO. 1

MOLD DISCLOSURE

This Addendum No. 1 to this Home Construction ("Agreement") is attached to and forms a part of the Agreement executed between Owner and Contractor to which this Addendum is attached.

What is Mold? Mold is a type of fungus which occurs naturally in the environment and is necessary for the natural decomposition of plant and other organic material. It spreads by means of spores in microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your Residence. Most Owners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

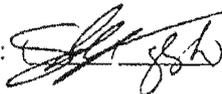
In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40°F and 100°F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, an Owner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation and arid high humidity are the most common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Should I be concerned about mold in my home? All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems may risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold.

What can Owners do? Owners can take positive steps to reduce or eliminate the occurrence of mold growth in the Residence, and thereby minimize any possible adverse effects that may be caused by mold. The steps include the following:

1. Before bringing items into the Residence, check for signs of mold on the items. For example, potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth,
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth if used in accordance with the manufacturers recommendations,
3. Keep the humidity in the Residence low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.



10.11.14

5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with mold killing products. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

For more information you may also want to try these web sites:

US Environmental Protection Agency - <http://www.epa.gov>
Centers For Disease Control and Protection Agency - <http://www.cdc.gov/nceh>
Illinois Department of Human Resources - <http://www.dhs.il.gov>
Oregon Department of Human Services - <http://www.ohd.hr.state.or.us>
Washington State Department of Health - <http://www.doh.wa.gov>

There may also be other sources of information on mold.

Whether or not you as an Owner experience mold growth depends largely on how you manage and maintain your Residence. Owner will need to take actions to prevent conditions which cause the mold or mildew. It is the responsibility of each Owner to ensure that it has taken the necessary precautions to prevent mold from becoming a problem in such Owner's Residence, This is part of the responsibility of home ownership. Owner agrees to assume responsibility for following the recommendations set forth above and in the Mold Information Sheet. Homeowner further acknowledges that if there is any water damage or water intrusion to Owner's Residence, Owner will take immediate action to prevent conditions which cause mold or mildew to develop.

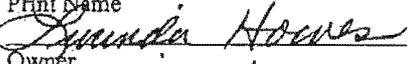
Owner acknowledges and agrees that Contractor will not be liable for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the sole negligence or willful misconduct of Contractor. Owner, on behalf of itself and its family members, tenants, invitees and licensees, hereby releases Contractor and Contractor's officers, directors, partners, members, successors and assigns from and against any and all claims, actions, damages, causes of actions, liabilities and expenses (including without limitation, attorneys fees and costs and costs of enforcing this indemnity) for property damage, injury or death resulting from the exposure to microscopic spores, mold and/or mildew and from any loss of resale value due to the presence and/or existence of mold, mildew and/or microscopic spores, provided, however, that in no event is Owner releasing Contractor as a result of the presence and/or existence of mold, mildew and/or microscopic spores if caused by the sole negligence or willful misconduct of Contractor.

Homeowner has read, reviewed, and understands the information set forth in this Addendum and in the Mold Information Sheet and agrees to be bound by the provisions and releases set forth in this Addendum,



Owner
Steven C. Howes
Print Name

6.11.14
Dated


Owner
Lucinda Howes
Print Name

6.11.14
Dated

ADDENDUM NO. 2

RADON DISCLOSURE

This Addendum No. 2 to this Home Construction ("Agreement") is attached to and forms a part of the Agreement executed between Homeowner and Contractor to which this Addendum is attached.

Radon Notice and Disclaimer—The U.S. Environmental Protection Agency, the U.S. Department of Health and Human Services, the U.S. Public Health Service, and the Utah State Department of Health have expressed concern over the presence of radon gas in homes. The Surgeon General warns that prolonged exposure to high levels of indoor radon may be a cause of lung cancer. The Contractor has made no investigation to determine whether radon gas is present in your home, and the Contractor makes no representation or warranty as to the presence or lack of radon. The Owner agree that this contract is not contingent on any radon testing results, or the presence or lack of radon in the home, and further agree that the Contractor shall have no responsibility for mitigating any elevated levels of radon gas that may be found. The Owners further agree that they shall not extend the closing date or withhold from the builder any payment or any portion thereof of the contract price for any reason related to awaiting results from radon tests, or because of the presence of radon in the home. The Contractor disclaims, and the Owner waives all implied warranties, including but not limited to the implied warranties of workmanlike construction, habitability, and fitness of purpose, or any other warranties that could be construed to cover the presence or effects of radon in the home. The only warranties the Contractor provides to the Owner are those contained in the express limited warranty document. The Owner acknowledges receiving from the contractor a copy of the EPA's public information pamphlet on radon, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family (4th ed.)".


Owner

6.11.14
Dated

Steven C Howes
Print Name

Lucinda Howes
Owner

6.11.14
Dated

Lucinda Howes
Print Name



ADDENDUM NO. 4
TO
REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 10th day of June, 2014 including all prior addenda and counteroffers, between Stephen and Lucinda Howes as Buyer, and GJ Gardner- DBA Hive Construction as Seller, regarding the Property located at 7230 North 4650 West, Pleasant Grove, UT 84062. The following terms are hereby incorporated as part of the REPC:

A. Payments made by buyer.

Buyer has tendered the following amounts:

\$4,000 Initial Deposit

\$21,244.45 for Home Upgrades

\$9,450 for Elevator Deposit

\$15,000 Demolition

\$10,0000 Demolition

\$9,180 Demolition

\$3,648 Rocky Mountain Power Service Line

Demolition and Rocky Mountain Power Service line are not a part of the purchase contract price and was paid for by buyer.

B. The Purchase price shall be: \$406,175 + \$50,365.71 = \$456,540.71

The following shall be added to the purchase price as change orders. The increase in purchase price for \$50,845 is for the following change orders.

1 Combo Gas/Wood-burning Fireplace w/ Blower \$ 1,797.71

2 Sound insulation - Master bedroom \$ 316.80

3 Remove six (6) Can lights - Master bedroom \$ (325.30)

4 Add six (6) can lights - Nook \$ 480.21 Can lights added to ceiling height over 9 ft

5 Add two (2) fan w/ light kit and two (2) switches - Master bedroom \$ 281.14 Includes \$200 allowance per fan

6 Add Pocket Door - Master bath \$ 84.70

7 Elevator \$ 22,862.86

8 Upgrade Insulation \$ 3,901.43

9 Remove four (4) can lights - Bonus room \$ (216.87)

10 Add two (2) fans w/ light kits and two (2) switches - Bonus room \$ 281.14 Includes \$200 allowance per fan

11 Add one (1) Fan w/ light kit and two (2) switches - Bedroom #1 \$ 140.57 Includes \$200 allowance per fan

12 Add one (1) Fan w/ light kit and two (2) switches - Bedroom #2 \$ 140.57 Includes \$200 allowance per fan

13 Add one (1) Fan w/ light kit and two (2) switches - Bedroom #3 \$ 140.57 Includes \$200 allowance per fan

14 Add five (5) feet of exterior - Garage front \$ 690

15 Add five (5) feet of Stucco - Back Bonus Room wall \$ 348.00

16 Add for change in trusses and truss engineering \$ 7,500.00

17 Change two (2) Pantry doors from 2068 to 2468 \$ - No charge

18 Add 4040 slider window on North side of Garage \$ 208.96

19 Upgrade foundation waterproof membrane \$ 164.29

20 Plumbing Upgrades \$ 1,000.00

21 Shower Inserts - 36x36 to 36x60 \$ 1,285.71

22 Handheld shower heads - Delta 58469-SS shower head \$ 858.90 3 shower heads

23 Fireplace Tile Hearth \$ 2,142.86

24 Patio Doors - Add blinds \$ 742.86

25 Crown Molding in Master, Study, Upper Bedroom \$ 2,413.03

26 Finish Rear Bonus Room \$ 3,635.56

27 Additional Electrical \$ - No charge

28 Frame & Sheetrock repair for arched opening at Study \$ - No charge

29 Rock Facade credit (\$510)

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 February 09, 2015 (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.

Buyer Seller Signature (Date) (Time) Buyer Seller Signature (Date) (Time)

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. _____

(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.

Change Order

Date 4-22-2015

Builder- Hive Construction DBA- GJ Gardner Homes

Homeowner- Steven and Lucinda Howes

Address-7230 North 4650 West, Pleasant Grove, UT 84062

Lender credit	\$	(1,000)
Mirror credit	\$	(100)
Wood burning stove upgrade	\$	3,157
Electrical bill reimbursement	\$	(435)
Meat Reimbursement	\$	(100)
Concrete tear-out and replacement (includes ramp and driveway)	\$	3,270
Add light in master bath	\$	75
Change for additional electrical work not in previous bill	\$	2,452
Dumpster use		(No Charge)
Spread dirt		(No Charge)
Total	\$	7,319

The Howes agree to pay the additional \$7,319 to Hive construction for the above changes.

**IF WHILE THROUGH ITEMS ARE COMPLETED BY 4/30/15, CHANGE ORDER AMOUNT INCREASES TO \$12,000.00.*


Steven Howes


Lucinda Howes


Hive Construction DBA GJ Gardner Homes

Page 1/2

Final Walk Orientation

Community/Lot: D6

Address: 67 South 2000 West

Plan/Elevation: CUSTOM PLAN

Customer Contact Information (please print)	
Name: <u>Stacy / Lucinda Hayes</u>	Home:
E-mail:	Mobile:
Name:	Home:
E-mail:	Mobile:

Pre-Closing Orientation date: 4/24/2015

Estimated completion & sign-off date: 4/30/2015

I/We have found the home complete and satisfactory except for the items listed below. I/We understand these items will be completed within (14) calendar days except for the seasonal items which will be completed as soon as conditions permit. I/We have inspected countertops, tubs, sinks, appliances, and floors and find them to be defect-free.

Items needing correction:

Use Tape →

① South Bedroom Window Fixes	⑥ Bathroom Mirrors Installed
② Front Tuck-up through out	⑦ Rear Steps Cracked / Cleaned
③ Cabinet Above Microwave	⑧ Foundation Vents Installed / Seal
④ Elevator Safety Latch	⑨ Clean Spotwork
⑤ Elevator Inside Finished	⑩ Clean Floors / Tuck up where needed
⑥ Front Deck Rail / Installed	⑪ Lead @ Kitchen Faucet / Seal
⑦ Rear Deck Posts Trim / Paint	⑫ Secure Cooktop / Seal

Seasonal Items:

Check other photos

⑬ Master Bedroom Demos off	⑰ Attic Door Latches / Installation
⑭ Walk Shower Master Spikes	⑱ UPSTAIRS Shower Door Adjusted
⑮ Great Change Doors / Posts	⑲ Crack in UPSTAIRS Shower Wall
⑯ Trim Inside of Elevator Doors	⑳ Seat for UPSTAIRS Shower
	㉑ Missing Screen North UPSTAIRS window

Warranty Review

- Service & Utility Phone List
- Service & Utility Phone List (sticker)
- Utility Information Letter
- H.O.A Change Request
- Roofing Warranty
- Plumbing Information Packet
- Carpet Care Instructions
- Wood Cabinet Information
- Countertop Information
- Window Warranty
- Furnace Information & Warranty
- Central A/C Information & Warranty

Orientation Review

- Property corners
- Water meter
- Gas meter
- Electrical panels
- Winter/Freezing protection
- Grading & drainage
- Sewer cleanout
- Fireplace operation
- Exhaust vents & grills
- Landscape / Sprinkler operation
- Laundry operation
- Water main
- Water heater
- Furnace/thermostat operation & filter
- Heat registers & balancing
- Exterior finishes
- Cabinets & Countertops
- GFCI operation
- Appliances
- Food disposer
- Attic accesses & crawlspaces
- Smoke detectors
- Window operation

I have reviewed the warranty checklist and acknowledge that the listed items will be corrected within 14 days,

Customer: [Signature]
Date: 2015.4.24

Hive Construction: [Signature]
Date: 4/24/2015

I acknowledge that the above items have been corrected,

Customer: _____
Date: _____

Hive Construction: _____
Date: _____

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Final Walk Orientation

Community/Lot: _____

Customer Contact Information (please print)	
Name: _____	Home: _____
E-mail: _____	Mobile: _____
Name: _____	Home: _____
E-mail: _____	Mobile: _____

Address: _____

Pre-Closing Orientation date: _____

Plan/Elevation: _____

Estimated completion & sign-off date: _____

I/We have found the home complete and satisfactory except for the items listed below. I/We understand these items will be completed within (14) calendar days **except for the seasonal items which will be completed as soon as conditions permit.** I/We have inspected countertops, tubs, sinks, appliances, and floors and find them to be defect-free.

Items needing correction:

24	Final walk checked in crawl space	
25	Shims on floor support by Elevator	

Seasonal items:

Warranty Review

- Service & Utility Phone List
- Service & Utility Phone List (sticker)
- Utility Information Letter
- H.O.A Change Request
- Roofing Warranty
- Plumbing Information Packet
- Carpet Care Instructions
- Wood Cabinet Information
- Countertop Information
- Window Warranty
- Furnace Information & Warranty
- Central A/C Information & Warranty
- Landscaping Warranty
- Stucco Warranty
- Fireplace Warranty
- Customer Survey

Orientation Review

- Property corners
- Water meter
- Gas meter
- Electrical panels
- Winter/Freezing protection
- Grading & drainage
- Sewer cleanout
- Fireplace operation
- Exhaust vents & grills
- Landscape / Sprinkler operation
- Laundry operation
- Water main
- Water heater
- Furnace/thermostat operation & filter
- Heat registers & balancing
- Exterior finishes
- Cabinets & Countertops
- GFCI operation
- Appliances
- Food disposer
- Attic accesses & crawlspaces
- Smoke detectors
- Window operation

I have reviewed the warranty checklist and acknowledge that the listed items will be corrected within 14 days,

Customer: *[Signature]* Hive Construction: *[Signature]*
 Date: 2015.4.24 Date: 4/24/2015

I acknowledge that the above items have been corrected,

Customer: _____ Hive Construction: _____
 Date: _____ Date: _____

Exhibit B



Robert M. Jensen*
Thomas J. Bayles*

J. Wendell Bayles**
James L. Spendlove
Phillip G. Gubler

216 W. St. George Blvd. Ste 200
St. George, UT 84770
Tel 435-674-9718
Fax 435-674-9006
www.JensenBayles.com

*A Professional Corporation
**Of Counsel

rjensen@jensenbayles.com

October 21, 2015

Sent via email tnaff@utah.gov
Sent via U. S. Mail

Department of Commerce
Attn: Tracy Naff
Fund Secretary/Claims Examiner
Heber M. Wells Building
P.O. Box 146741
Salt Lake City, UT 84114-6741

RE: Lien Recovery Fund Property ID: HIYNOR001
 Homeowner: Steven & Lucinda Howes
 Original Contractor: Hive Construction dba G.J.Gardner Homes

Dear Ms. Naff:

This office represents the interests of Regalan Pendleton Sr. and PGL Construction. I write to address the Application for a Certificate of Compliance, as it may relate to my clients, Regalan Pendleton Sr. and PGL Construction.

The letter received from the Division of Occupation and Professional Licensing (DOPL) notes that "the homeowners have associated PGL Construction and/or the names of "Reg Pendleton," "Reggie Pendleton," "Regalan Pendleton" with the above referenced project. The notice you have delivered with your letter provide no further information. Accordingly, I am responding to the statement without any actual understanding of the claim.

First, please recognize that the Original Contractor on this project is Hive Construction dba GJ Gardner Homes. Hive Construction is wholly owned, as I understand it, by Regalan Pendleton, Jr. Regalan Pendleton Sr. is not an owner. It is my understanding that Regalan Pendleton, Sr. is a W2 employee of Hive Construction and is the license qualifier for Hive Construction. In the past, Hive Construction has received recommendations that it obtain a separate license qualifier to replace Regalan Pendleton Sr. who is not extensively involved in the company affairs.

As an employee of Hive Construction, the only involvement Mr. Pendleton Sr. has had in connection with the Howes residence is to conduct on-site inspections and to

October 21, 2015

Page 2

some extent work with subcontractors. He was not involved with the soliciting, contracting, or bidding processes associated with this home. He has had no considerable contact with the Howes and has met them only in passing.

Mr. Pendleton Sr. was not included in the finances associated with this home and was altogether excluded from the receipt of funds, payment of subcontractors and suppliers, and other facets of accounting. Mr. Pendleton Sr. has heard and believes there are considerable outstanding amounts owing on the Howes residence, but again, has not been excluded from the finances and does not have access to that information.

I believe PGL Construction is altogether unrelated and completely unassociated with Hive Construction dba G.J. Gardner Homes. The companies have no joint owners and have not worked on projects together. PGL Construction is also entirely unrelated to the Howes residence. PGL Construction has not been contracted to, and further, has not performed any work on the home.

I have not received, and I believe Mr. Pendleton Sr. has not received a copy of "the Application the homeowner should have already served on you," nor do I believe the present dispute properly involves either Regalan Pendleton, Sr. or PGL Construction. It is my understanding that the dispute concerns only Hive Construction, although it may eventually and indirectly affect the standing of all owners and qualifiers of that company. If the Division of Occupational and Professional Licensing (DOPL) feels, otherwise, I do hereby request a complete copy of the applicable Application and the opportunity to respond thereto.

Please contact this office with any questions. We are anxious to be helpful and cooperative, and to provide or help obtain any information we can.

Sincerely
JENSENBAYLES, LLP



Robert M. Jensen

RMJ/sj
Enclosed

Exhibit C

<u>Payment Type</u>	<u>Payor</u>	<u>Payee</u>	<u>Date</u>	<u>Amount</u>		<u>Total</u>
Check	Academy Mortgage Corporation	Republic mortgage Home Loans, LLC	4/27/2015	\$ 275.00		
Check	Academy Mortgage Corporation	Honey Bucket	4/27/2015	\$ 99.28		
Check	Academy Mortgage Corporation	Hansen Lighting, Inc	4/27/2015	\$ 2,701.94		
Check	Academy Mortgage Corporation	BMC - SLC	4/27/2015	\$ 139.95		
Check	Academy Mortgage Corporation	GJ Gardner Homes, Lehi	4/27/2015	\$ 17,745.84		
Check	Academy Mortgage Corporation	Waste Management	4/27/2015	\$ 18.14		
Check	Academy Mortgage Corporation	Performance Painting Company	4/27/2015	\$ 10,878.30		
Check	Academy Mortgage Corporation	Academy Mortgage	4/27/2015	\$ 458.12		
Check	Academy Mortgage Corporation	Academy Mortgage APR Escrow	4/27/2015	\$ 110.00		
Check	Academy Mortgage Corporation	Timpanogos Elevator Company	4/27/2015	\$ 9,450.00		
Check	Republic Mortgage	Honey Bucket	2/19/2015	\$207.10		
Check	Republic Mortgage	Questar Gas	2/19/2015	\$ 590.84		
Check	Republic Mortgage	FJP Supply, Inc	2/19/2015	\$ 203.35		
Check	Republic Mortgage	BMC - SLC	2/19/2015	\$ 145.00		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	2/19/2015	\$ 18,379.18		
Check	Republic Mortgage	Copper Hills Concrete	2/19/2015	\$ 2,813.00		
Check	Republic Mortgage	Waste Management	2/19/2015	\$ 791.46		
Check	Republic Mortgage	Energy Systems	2/19/2015	\$ 13,199.17		
Check	Republic Mortgage	Ayala Drywall, Inc	2/19/2015	\$ 8,708.50		
Check	Republic Mortgage	FJP Supply, Inc	1/13/2015	\$ 684.36		
Check	Republic Mortgage	Finish Guys, Inc	1/13/2015	\$ 4,841.51		
Check	Republic Mortgage	BMC - SLC	1/13/2015	\$ 424.47		
Check	Republic Mortgage	5 Star Building Products, LLC	1/13/2015	\$ 1,470.00		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	1/13/2015	\$ 1,000.00		
Check	Republic Mortgage	Honey Bucket	12/17/2014	\$ 103.55		
Check	Republic Mortgage	FJP Supply, Inc	12/17/2014	\$ 11,275.95		
Check	Republic Mortgage	BMC - SLC	12/17/2014	\$ 47.08		
Check	Republic Mortgage	Waste Management	12/17/2014	\$ 324.56		
Check	Republic Mortgage	Schoonover Plumbing & Heating	12/3/2014	\$ 9,470.00		
Check	Republic Mortgage	BMC - SLC	12/3/2014	\$ 889.34		
Check	Republic Mortgage	5 Star Building Products, LLC	12/3/2014	\$ 7,868.00		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	12/3/2014	\$ 39,095.90		
Check	Republic Mortgage	Ayala Drywall, Inc	12/3/2014	\$ 7,933.50		

Check	Republic Mortgage	Pettersson's Cabinet & Furniture	12/3/2014	\$ 9,500.00		
Check	Republic Mortgage	BMC - SLC	10/2/2014	\$ 25,097.35		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	10/2/2014	\$ 17,804.00		
Check	Republic Mortgage	GJG UT, Inc	10/2/2014	\$ 4,655.00		
Check	Republic Mortgage	GSH Geotechnical, Inc	10/2/2014	\$ 332.58		
Check	Republic Mortgage	Memmott Builders, LLC	10/2/2014	\$ 9,850.00		
Check	Republic Mortgage	Honey Bucket	9/24/2014	\$ 148.55		
Check	Republic Mortgage	Rocky Mountain Waterproofing	9/24/2014	\$ 1,244.27		
Check	Republic Mortgage	Excel Concrete, Inc & GJ Gardner Homes, Lehi	9/24/2014	\$ 16,412.09		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	9/24/2014	\$ 23,814.35		
Check	Republic Mortgage	Waste Management	9/24/2014	\$ 140.44		
Check	Republic Mortgage	GSH Geotechnical, Inc	9/24/2014	\$ 500.00		
Check	Republic Mortgage	K. Lund Mechanical	8/22/2014	\$ 200.00		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	8/22/2014	\$ 24,339.43		
Check	Republic Mortgage	Title One, Inc	8/19/2014	\$ 1,053.00		
Check	Hive Construction	Questar Gas	7/7/2014	\$ 300.00		
Check	Republic Mortgage	GJ Gardner Homes, Lehi	7/9/2014	\$ 5,944.10		
Check	Republic Mortgage	Republic mortgage Home Loans, LLC	7/7/2014	\$ 350.00		
Check	Republic Mortgage	Republic mortgage Home Loans, LLC	7/7/2014	\$ 495.00		
Check	Republic Mortgage	Republic mortgage Home Loans, LLC	7/7/2014	\$ 3,980.00		

Total:	\$ 318,502.55
--------	---------------



A. Settlement Statement (HUD-1)

B. Type of Loan							
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.	6. File Number: 15-72270	7. Loan Number: 2534192	8. Mortgage Insurance Case Number:		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	<input type="checkbox"/> Other					
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 the closing; they are shown here for informational purposes and are not included in the totals.							
D. Name & Address of Borrower: Steven C. Howes, 7230 North 4650 West, Pleasant Grove, UT 84062							
E. Name & Address of Seller:							
F. Name & Address of Lender: Academy Mortgage Corporation, 1220 East 7800 South, Sandy, UT 84094, Loan: 2534192							
G. Property Location: Property Address: 7230 North 4650 West Pleasant Grove, Utah 84062 PIN: 14-021-0010							
H. Settlement Agent: Title One, Inc., 1275 E. Fort Union Blvd., Suite 100, Cottonwood Heights, UT 84047, (801) 266-0608 Place of Settlement: 1275 E. Fort Union Blvd., Suite 100, Cottonwood Heights, UT 84047							
I. Settlement Date: 4/22/2015		Proration Date: None		Disbursement Date: 4/24/2015			
Summary of Borrower's Transaction				Summary of Seller's Transaction			
100. Gross Amount Due from Borrower				400. Gross Amount Due to Seller			
101. Contract sales price				401. Contract sales price			
102. Personal property				402. Personal property			
103. Settlement charges to borrower (line 1400)		\$5,386.91		403.			
104. Payoff Loan #8020093 to Academy Mortgage		\$411,846.26		404.			
105.				405.			
Adjustments for items paid by seller in advance				Adjustments for items paid by seller in advance			
106. City/town taxes				406. City/town taxes			
107. County taxes				407. County taxes			
108. Assessments				408. Assessments			
109.				409.			
110.				410.			
111.				411.			
112.				412.			
120. Gross Amount Due from Borrower		\$417,233.17		420. Gross Amount Due to Seller		\$0.00	
200. Amounts Paid by or in Behalf of Borrower				500. Reductions in Amount Due to Seller			
201. Deposit or earnest money				501. Excess deposit (see instructions)			
202. Principal amount of new loan(s)		\$100,000.00		502. Settlement charges to seller (line 1400)		\$0.00	
203. Existing loan(s) taken subject to				503. Existing loan(s) taken subject to			
204.				504. Payoff of first mortgage loan			
205.				505. Payoff of second mortgage loan			
206.				506.			
207.				507.			
208.				508.			
209.				509.			
Adjustments for items unpaid by seller				Adjustments for items unpaid by seller			
210. City/town taxes				510. City/town taxes			
211. County taxes				511. County taxes			
212. Assessments				512. Assessments			
213.				513.			
214.				514.			
215.				515.			
216.				516.			
217.				517.			
218.				518.			
219.				519.			
220. Total Paid by/for Borrower		\$100,000.00		520. Total Reduction Amount Due Seller		\$0.00	
300. Cash at Settlement from/to Borrower				600. Cash at Settlement to/from Seller			
301. Gross amount due from borrower (line 120)		\$417,233.17		601. Gross amount due to seller (line 420)		\$0.00	
302. Less amounts paid by/for borrower (line 220)		(\$100,000.00)		602. Less reductions in amount due seller (line 520)		\$0.00	
303. Cash @ From <input type="checkbox"/> To <input type="checkbox"/> Borrower		\$317,233.17		603. Cash @ To <input type="checkbox"/> From <input type="checkbox"/> Seller		\$0.00	

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 designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L Settlement Charges		
700. Total Real Estate Broker Fees		
Division of commission (line 700) as follows:	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
701.		
702.		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection with Loan:		
801. Our origination charge Academy Mortgage Corporation** \$2,175.00 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen (from GFE #2)		
803. Your adjusted origination charges to Academy Mortgage Corporation (from GFE A)	\$2,175.00	
804. Appraisal fee to Parkinson Appraisal Group, Inc. (from GFE #3)	\$600.00	
805. Credit report to Credit Plus (from GFE #3)	\$12.00	
806. Tax service (from GFE #3)		
807. Flood certification (from GFE #3)		
808. Inspection Fee to -	\$150.00	
900. Items Required by Lender to Be Paid in Advance:		
901. Daily interest charges from 4/24/15 to 5/1/15 @ \$10.9300/day (from GFE #10)	\$76.51	
902. Mortgage insurance premium for (from GFE #3)		
903. Homeowner's insurance for 1 year to Jansen's Insurance Agency (from GFE #11)	\$515.00	
904.		
905.		
1000. Reserves Deposited with Lender:		
1001. Initial deposit for your escrow account (from GFE #9)	\$1,185.40	
1002. Homeowner's insurance 3 mo. @ \$42.9200 per mo. \$128.76		
1003. Mortgage insurance		
1004. City property taxes		
1005. County property taxes 7 mo. @ \$200.0000 per mo. \$1,400.00		
1006.		
1007.		
1008.		
1009. Aggregate Adjustment (\$343.36)		
1100. Title Charges:		
1101. Title services and lender's title insurance (from GFE #4)	\$698.00	
1102. Settlement or closing fee to Title One, Inc. \$125.00		
1103. Owner's title insurance (from GFE #5)		
1104. Lender's title insurance \$439.00		
1105. Lender's title policy limit \$100,000.00		
1106. Owner's title policy limit		
1107. Agent's portion of the total title insurance premium to Title One, Inc. \$386.32		
1108. Underwriter's portion of the total title insurance premium to First American Title Insurance Company \$52.88		
1109. Standard Endorsements 100, 116, and 8.1 Included in line 1104 for \$55.00 to Title One, Inc.		
1110. CPL Fee to First American Title Insurance Company \$25.00		
1111. Courier Fee to Title One, Inc. \$20.00		
1112. Wire Fee to Title One, Inc. \$12.00		
1113. SCR Filing Fee to Title One, Inc. \$12.00		
1114. Reconveyance Fee to Title One, Inc. \$65.00		
1115.		
1200. Government Recording and Transfer Charges:		
1201. Government recording charges (from GFE #7)	\$75.00	
1202. Deed \$20.00 Mortgage \$55.00 Releases \$75.00		
1203. Transfer taxes (from GFE #8)		
1204. City/County tax/stamps		
1205. State tax/stamps		
1206.		
1300. Additional Settlement Charges:		
1301. Required services that you can shop for (from GFE #6)		
1302.		
1303.		
1304.		
1305.		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)	\$5,386.91	\$0.00

** Includes Origination Point (\$2,175.00).

Items marked "POC" were paid outside the closing by: Borrower (POCB), Lender (POCL), Mortgage Broker (POCM), Other (POCO), Real Estate Agent (POCR), or Seller (POCS).

CERTIFICATION:

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 HUD-1 Settlement Statement. The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.



Steven C. Howas

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.



Shelli McLain

Date

04/22/15

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 Section 1001 and Section 1010.

Exhibit D

Homeowner Response



Tracy Naff <tnaff@utah.gov>

Re: Response from PGL legal counsel

1 message

Steve Howes <howessc@ldschurch.org>

Wed, Oct 28, 2015 at 11:18 AM

To: Tracy Naff <tnaff@utah.gov>

Cc: Steve Howes <HowesSC@ldschurch.org>, Lucinda Howes <howesgl@ldsfamilyservices.org>

Thank you.

In the letter, I see:

"It is my understanding that Regalan Pendleton, Sr. is a W2 employee of Hive Construction and is the license qualifier for Hive Construction".

I am attaching the two building permits ... the first is for the demolition, references Hive Construction, and the PGL License Number: 361571-5501. The second is for the construction, references PGL Construction and has the same license info. The latter was included in the financial documents that we already sent. And, I see in the financial documents that many of the documents reference PGL Construction. Some reference both Hive and PGL.

The letter states that they have not received a copy of our application for certificate of compliance. We sent one to Hive Construction at 380 E Main, Lehi. It was returned as unclaimed. We believed that Hive and PGL were one in the same ... they were used interchangeably in our dealings with them.

Is there something else that we need to do?

Steve Howes

----- Original Message -----

Subject: Response from PGL legal counsel

From: Tracy Naff <tnaff@utah.gov>

To: <howessc@ldschurch.org>

Date: 10/27/2015 08:42 AM

Dear Steven and Lucinda,

Below is the response from PGL/Reggie Pendleton SR's legal counsel.

I will be sending you a letter today regarding your application. I just wanted to share this information with you.

-

Tracy Naff

Program Manager

State of Utah Department of Commerce

Division of Occupational and Professional Licensing

801-530-6225

tnaff@utah.gov

 buildingPermits.pdf
70K

Pleasant Grove



PLEASANT GROVE CITY

BUILDING PERMIT

PERMIT #: 14094

STATE PERMIT #: PGC 140521094

LOCATION OF BUILDING

TYPE AND COST OF BUILDING

Applicant: STEVEN HOWES
Contractor: HIVE CONSTRUCTION / DBA GJGARDNER HOMES
Contractor Address:
Contractor Phone:
Address: 67 SOUTH 2000 WEST
Legal Description:
Serial Number: 140210010

Occupancy Group: R-3
Construction Type: Type V-B
General Description: DEMO
Valuation: 0.00
Permit Fee: \$47.00

SELECTED CHARACTERISTICS OF BUILDING

Garage Attached: [] Detached: []
Number of Dwelling Units: 0
Number of Stories:
Exterior Walls
Roof
Sprinkler System Required:
Fireplaces
Floor 1: 0
Floor 2: 0
Floor 3: 0
Covered Porch/Deck: 0
Basement Finish: 0
Basement Unfinished: 0
Garage/Carport Sq. Ft.: 0

Date: 5/23/2014
Permit Total: \$ 47.00
Amount Paid: \$ 0.00
Amount Due: \$ 47.00

Table with 3 columns: Quantity, Description, Cost. Row 1: 0.00, Building Permit Fee, \$47.00

APPLICANT PLEASE READ CAREFULLY

I agree to comply with all City, County and State Building Laws and Ordinances, and that the representations in this application for a building permit are true and accurate, and any misrepresentations or errors herein are the sole responsibility of applicant, and shall in no way incur or accrue liability or obligation to enforcing officers or agents

All construction will conform to the International Building Codes, IPC, IMC, and NEC as adopted by the State of Utah.

This permit becomes null and void if work on construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

OCCUPANCY OF STRUCTURE IS PROHIBITED UNTIL AFTER FINAL INSPECTION AND ZONING AND OCCUPANCY COMPLIANCE CERTIFICATE IS ISSUED.

I HAVE CHECKED THE SEWER DEPTH OF ABOVE LOT AND WILL TAKE ALL RESPONSIBILITY FOR SETTING BUILDING ACCORDINGLY.

SIGNATURES

Office Staff

[Handwritten signature]

Date May 23, 2014

Owner's Signature

Contractor's Signature

See attached

License No.

361571-5501



4-19-14

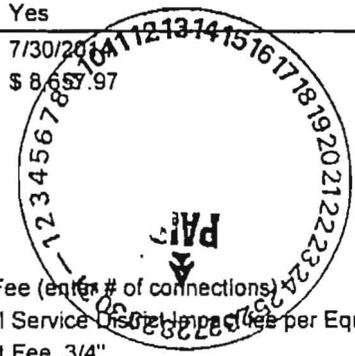
**PLEASANT GROVE CITY
BUILDING PERMIT
PERMIT #: 14134
STATE PERMIT #: PGC 140828134**

LOCATION OF BUILDING		TYPE AND COST OF BUILDING	
Applicant:	STEVEN HOWES	Occupancy Group:	R-3
Contractor:	PGL CONSTRUCTION LLC	Construction Type:	Type V-B
Contractor Address:		General Description:	NRSF
Contractor Phone:		Valuation:	489761.00
Address:	67 SOUTH 2000 WEST	Permit Fee:	\$8,657.97
Legal Description:			
Serial Number:	140210010		

SELECTED CHARACTERISTICS OF BUILDING			
Garage:	Attached: <input checked="" type="checkbox"/> Detached: <input type="checkbox"/>	Floor 1:	2626
Number of Dwelling Units:	1	Floor 2:	1286
Number of Stories:	2	Floor 3:	0
Exterior Walls:	stucco/stone	Covered Porch/Deck:	656
Roof:	shingle	Basement Finish:	0
Sprinkler System Required:	No	Basement Unfinished:	334
Fireplaces:	Yes	Garage/Carport Sq. Ft.:	824

Date:	7/30/2014	Amount Paid:	\$ 0.00
Permit Total:	\$ 8,657.97	Amount Due:	\$ 8,657.97

Quantity	Description	Cost
0.00	1% State Fee	\$31.76
0.00	Building Permit Fee	\$3,176.00
1,588.00	Plan Review	\$1,588.00
1.00	Sewer Connection Fee (enter # of connections)	\$265.00
1.00	Timpanogos Special Service Disposal Fee per Equivalent Residential Unit	\$2,563.00
1.00	Waste Water Impact Fee. 3/4"	\$1,034.21



APPLICANT PLEASE READ CAREFULLY
I agree to comply with all City, County and State Building Laws and Ordinances, and that the representations in this application for a building permit are true and accurate, and any misrepresentations or errors herein are the sole responsibility of applicant, and shall in no way incur or accrue liability or obligation to enforcing officers or agents.

All construction will conform to the International Building Codes, IPC, IMC, and NEC as adopted by the State of Utah.

This permit becomes null and void if work on construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

OCCUPANCY OF STRUCTURE IS PROHIBITED UNTIL AFTER FINAL INSPECTION AND ZONING AND OCCUPANCY COMPLIANCE CERTIFICATE IS ISSUED.

I HAVE CHECKED THE SEWER DEPTH OF ABOVE LOT AND WILL TAKE ALL RESPONSIBILITY FOR SETTING BUILDING ACCORDINGLY.

SIGNATURES	
Office Staff <u>B. John</u>	Date: July 30, 2014
Owner's Signature _____	
Contractor's Signature <u>Reggie S. Rosalita</u>	License No. 361571-5501

SWPPP
Waiver of protect (Kathy)
C.U.P granted May 22, 2014
(utility form on well)



Tracy Naff <tnaff@utah.gov>

summons and complaint

1 message

Steve Howes <howessc@familysearch.org>

Fri, Dec 4, 2015 at 3:01 PM

To: Tracy Naff <tnaff@utah.gov>

Cc: HowesSC@ldschurch.org, howessc@familysearch.org, Lucinda Howes <schaffner49@yahoo.com>

We have received another summons and complaint ... this one from Schoonover Plumbing. They had filed a lien some time ago (2015.7.14). They registered with scr about 3 weeks after the notice of completion.

We responded to the summons with a copy of our application for compliance (same as our response to LEC cabinets).

Attached are copies of the summons, complaint, and our response cover sheet.

I was reviewing the SCR and find a number of uses of the name of PGL construction ... including the "General Contractor Preliminary Notice" filed 2014.10.28 : <https://secure.utah.gov/scr/filing/details.html?entryNumber=4078433>

Also, per your info about your investigators, I just left a message for Lynn Hanson asking for him to call such that we can discuss filing a complaint.

Thank you so much for all that you are doing in this matter.

Steve Howes

3 attachments **schoonover_summons.pdf**
39K **schoonover_complaint.pdf**
1227K **20151201.schoonover.response.pdf**
17K

Loan Disbursement History

Monday, August 03, 2015



Loan Number: 8020093
 Loan Date: 07/01/2014
 Due Date: 04/01/2015
 PayoffDate: 04/24/2015

Borrower: HOWES, STEVEN C.
 Co-Borrower: ,
 Builder: PGL CONSTRUCTION LLC

Loan Amount: 368,000.00
 Interest Rate: 6.5 Fixed
 Lot/Subdivision: 67 SOUTH 2, PLEASANT GROVE,

Date	Payee / Vendor	Cost Code / Description	Check #	Amount	Undisbursed Balance
				Beginning Balance:	368,000.00
					368,000.00
07/07/2014	REPUBLIC MORTGAGE HOME LOANS, LLC	03-CLOSING COSTS,	14770	3,980.00	364,020.00
07/07/2014	REPUBLIC MORTGAGE HOME LOANS, LLC	03-CLOSING COSTS,	14771	495.00	363,525.00
07/07/2014	REPUBLIC MORTGAGE HOME LOANS, LLC	03-CLOSING COSTS,	14773	350.00	363,175.00
				4,825.00	
07/09/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	14813	5,944.10	357,230.90
				5,944.10	
08/02/2014		900-INTEREST ACCRUAL	INT	47.75	357,183.15
08/02/2014		901-INTEREST XTFR RESERVE	INT XFTR	47.75	357,135.40
08/02/2014		902-INTEREST PAYMENT	INT PMT	(47.75)	357,183.15
				47.75	
08/19/2014	TITLE ONE, INC.	03-CLOSING COSTS,	15138	1,053.00	356,130.15
				1,053.00	
08/22/2014	K. LUND MECHANICAL	01-CONSTRUCTION LOAN,	15164	200.00	355,930.15
08/22/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15165	24,339.43	331,590.72
				24,539.43	

Date	Payee / Vendor	Cost Code / Description	Check #	Amount	Undisbursed Balance
				Beginning Balance:	368,000.00
09/02/2014		900-INTEREST ACCRUAL	INT	110.41	331,480.31
09/02/2014		901-INTEREST XTFR RESERVE	INT XFTR	110.41	331,369.90
09/02/2014		902-INTEREST PAYMENT	INT PMT	(110.41)	331,480.31
				110.41	
09/24/2014	HONEY BUCKET	01-CONSTRUCTION LOAN,	15668	148.55	331,331.76
09/24/2014	ROCKY MOUNTAIN WATERPROOFING	01-CONSTRUCTION LOAN,	15669	679.47	330,652.29
09/24/2014	ROCKY MOUNTAIN WATERPROOFING	01-CONSTRUCTION LOAN,	15669	564.80	330,087.49
09/24/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15671	22,214.35	307,873.14
09/24/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15671	1,600.00	306,273.14
09/24/2014	WASTE MANAGEMENT	01-CONSTRUCTION LOAN,	15672	140.44	306,132.70
09/24/2014	GSH GEOTECHNICAL, INC.	01-CONSTRUCTION LOAN,	15673	500.00	305,632.70
09/24/2014	EXCEL CONCRETE, INC. AND GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15674	16,412.09	289,220.61
				42,259.70	
10/02/2014	BMC - SLC	01-CONSTRUCTION LOAN,	15741	25,097.35	264,123.26
10/02/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15742	12,904.00	251,219.26
10/02/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15742	1,500.00	249,719.26
10/02/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15742	3,400.00	246,319.26
10/02/2014	GJG UT, INC.	01-CONSTRUCTION LOAN,	15743	4,655.00	241,664.26
10/02/2014	GSH GEOTECHNICAL, INC.	01-CONSTRUCTION LOAN,	15744	332.58	241,331.68
10/02/2014	MEMMOTT BUILDERS, LLC	01-CONSTRUCTION LOAN,	15745	9,850.00	231,481.68
10/02/2014		900-INTEREST ACCRUAL	INT	255.31	231,226.37
10/02/2014		901-INTEREST XTFR RESERVE	INT XFTR	255.31	230,971.06
10/02/2014		902-INTEREST PAYMENT	INT PMT	(255.31)	231,226.37
				57,994.24	
10/17/2014	HONEY BUCKET	01-CONSTRUCTION LOAN,	15525	103.55	231,122.82
10/17/2014	CLYDECO	01-CONSTRUCTION LOAN,	15526	572.81	230,550.01
10/17/2014	BMC - SLC	01-CONSTRUCTION LOAN,	15527	29,598.73	200,951.28
10/17/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15528	3,455.48	197,495.80
10/17/2014	COPPER HILLS CONCRETE	01-CONSTRUCTION LOAN,	15529	2,978.10	194,517.70

36,708.67

11/02/2014		900-INTEREST ACCRUAL	INT	859.66	193,658.04
11/02/2014		901-INTEREST XTFR RESERVE	INT XFTR	859.66	192,798.38
11/02/2014		902-INTEREST PAYMENT	INT PMT	(859.66)	193,658.04
				859.66	
11/05/2014	BMC WEST - W. JORDAN	01-CONSTRUCTION LOAN,	15952	876.22	192,781.82
11/05/2014	BMC WEST - W. JORDAN	01-CONSTRUCTION LOAN,	15952	21.90	192,759.92
11/05/2014	BMC WEST - W. JORDAN	01-CONSTRUCTION LOAN,	15952	719.30	192,040.62
11/05/2014	STUBBS ROOFING INC.	01-CONSTRUCTION LOAN,	15953	73.52	191,967.10
11/05/2014	STUBBS ROOFING INC.	01-CONSTRUCTION LOAN,	15953	12,245.98	179,721.12
11/05/2014	K. LUND MECHANICAL	01-CONSTRUCTION LOAN,	15954	13,951.20	165,769.92
11/05/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15955	2,500.00	163,269.92
11/05/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	15955	2,429.83	160,840.09
				32,817.95	
11/19/2014	HONEY BUCKET	01-CONSTRUCTION LOAN,	16078	103.55	160,736.54
11/19/2014	BMC - SLC	01-CONSTRUCTION LOAN,	16079	95.50	160,641.04
11/19/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16080	3,000.00	157,641.04
11/19/2014	WASTE MANAGEMENT	01-CONSTRUCTION LOAN,	16081	448.35	157,192.69
11/19/2014	PETTERSSON'S CABINET & FURNITURE	01-CONSTRUCTION LOAN,	16082	9,500.00	147,692.69
				13,147.40	
12/02/2014		900-INTEREST ACCRUAL	INT	1,119.65	146,573.04
12/02/2014		901-INTEREST XTFR RESERVE	INT XFTR	1,119.65	145,453.39
12/02/2014		902-INTEREST PAYMENT	INT PMT	(1,119.65)	146,573.04
				1,119.65	

Date	Payee / Vendor	Cost Code / Description	Check #	Amount	Undisbursed Balance
				Beginning Balance:	368,000.00
12/03/2014	SCHOONOVER PLUMBING & HEATING	01-CONSTRUCTION LOAN,	16203	9,470.00	137,103.04
12/03/2014	BMC - SLC	01-CONSTRUCTION LOAN,	16204	199.41	136,903.63
12/03/2014	BMC - SLC	01-CONSTRUCTION LOAN,	16204	689.93	136,213.70
12/03/2014	5 STAR BUILDING PRODUCTS, LLC	01-CONSTRUCTION LOAN,	16205	7,868.00	128,345.70
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	7,137.49	121,208.21
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	2,826.00	118,382.21
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	7,027.00	111,355.21
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	861.00	110,494.21
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	41.66	110,452.55
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	7,490.96	102,961.59
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	284.05	102,677.54
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	100.00	102,577.54
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	1,503.53	101,074.01
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	1,021.90	100,052.11
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	8,327.51	91,724.60
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	1,879.68	89,844.92
12/03/2014	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16206	595.12	89,249.80
12/03/2014	AYALA DRYWALL, INC.	01-CONSTRUCTION LOAN,	16207	7,933.50	81,316.30
12/03/2014	PETTERSSON'S CABINET & FURNITURE	01-CONSTRUCTION LOAN,	16208	9,500.00	71,816.30
				74,756.74	
12/17/2014	HONEY BUCKET	01-CONSTRUCTION LOAN,	16289	103.55	71,712.75
12/17/2014	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16290	3,687.47	68,025.28
12/17/2014	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16290	3,233.46	64,791.82
12/17/2014	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16290	2,990.17	61,801.65
12/17/2014	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16290	1,364.85	60,436.80
12/17/2014	BMC - SLC	01-CONSTRUCTION LOAN,	16291	47.08	60,389.72
12/17/2014	WASTE MANAGEMENT	01-CONSTRUCTION LOAN,	16292	324.56	60,065.16
				11,751.14	
01/02/2015		900-INTEREST ACCRUAL	INT	1,655.27	58,409.89
01/02/2015		901-INTEREST XTFR RESERVE	INT XFTR	1,655.27	56,754.62
01/02/2015		902-INTEREST PAYMENT	INT PMT	(1,655.27)	58,409.89

1,655.27

01/13/2015	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16420	513.90	57,895.99
01/13/2015	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16420	170.46	57,725.53
01/13/2015	FINISH GUYS INCOPORATED	01-CONSTRUCTION LOAN,	16421	4,841.51	52,884.02
01/13/2015	BMC - SLC	01-CONSTRUCTION LOAN,	16422	30.98	52,853.04
01/13/2015	BMC - SLC	01-CONSTRUCTION LOAN,	16422	393.49	52,459.55
01/13/2015	5 STAR BUILDING PRODUCTS, LLC	01-CONSTRUCTION LOAN,	16423	1,470.00	50,989.55
01/13/2015	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16424	1,000.00	49,989.55
				8,420.34	
02/02/2015		900-INTEREST ACCRUAL	INT	1,739.10	48,250.45
02/02/2015		901-INTEREST XTFR RESERVE	INT XFTR	1,739.10	46,511.35
02/02/2015		902-INTEREST PAYMENT	INT PMT	(1,739.10)	48,250.45
				1,739.10	
02/19/2015	HONEY BUCKET	01-CONSTRUCTION LOAN,	16686	207.10	48,043.35
02/19/2015	QUESTAR GAS	01-CONSTRUCTION LOAN,	16687	590.84	47,452.51
02/19/2015	FJP SUPPLY, INC.	01-CONSTRUCTION LOAN,	16688	203.35	47,249.16
02/19/2015	BMC - SLC	01-CONSTRUCTION LOAN,	16689	145.00	47,104.16
02/19/2015	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16690	11,000.00	36,104.16
02/19/2015	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16690	4,000.00	32,104.16
02/19/2015	GJ GARDNER HOMES, LEHI	01-CONSTRUCTION LOAN,	16690	3,379.18	28,724.98
02/19/2015	COPPER HILLS CONCRETE	01-CONSTRUCTION LOAN,	16691	2,813.00	25,911.98
02/19/2015	WASTE MANAGEMENT	01-CONSTRUCTION LOAN,	16692	791.46	25,120.52
02/19/2015	ENERGY SYSTEMS	01-CONSTRUCTION LOAN,	16693	13,199.17	11,921.35
02/19/2015	AYALA DRYWALL, INC.	01-CONSTRUCTION LOAN,	16694	8,708.50	3,212.85
				45,037.60	
03/02/2015		900-INTEREST ACCRUAL	INT	1,682.59	1,530.26
03/02/2015		901-INTEREST XTFR RESERVE	INT XFTR	1,682.59	(152.33)
03/02/2015		902-INTEREST PAYMENT	INT PMT	(1,682.59)	1,530.26
				1,682.59	

Date	Payee / Vendor	Cost Code / Description	Check #	Amount	Undisbursed Balance
				Beginning Balance:	368,000.00
04/02/2015		900-INTEREST ACCRUAL	INT	2,023.11	(492.85)
04/02/2015		901-INTEREST XTFR RESERVE	INT XTFR	1,530.26	(2,023.11)
04/02/2015		902-INTEREST PAYMENT	INT PMT	(1,530.26)	(492.85)
				2,023.11	
04/24/2015	CL,LLC		PAYOFF WIR	(411,846.26)	411,353.41
04/24/2015	CL,LLC	, 368000.00 PRINCIPAL 1969.69 INTEREST	CL WIRE	369,969.69	41,383.72
				(41,876.57)	
04/27/2015	HONEY BUCKET	, FD	1350	99.28	41,284.44
04/27/2015	HANSEN LIGHTING INC.	, FD	1351	2,701.94	38,582.50
04/27/2015	BMC - SLC	, FD	1352	139.95	38,442.55
04/27/2015	GJ GARDNER HOMES, LEHI	, FD	1353	17,745.84	20,696.71
04/27/2015	WASTE MANAGEMENT	, FD	1354	18.14	20,678.57
04/27/2015	PERFORMANCE PAINTING COMPANY	, FD	1355	10,878.30	9,800.27
04/27/2015	TIMPANOGOS ELEVATOR COMPANY, LLC	, FD	1358	9,450.00	350.27
04/27/2015	REPUBLIC MORTGAGE HOME LOANS, LLC	, INSPECTION	1349	275.00	75.27
04/27/2015	*ACADEMY MORTGAGE APR ESCROW	, INSPECTIONS	1357	110.00	(34.73)
04/27/2015	ACADEMY MORTGAGE	, INTEREST	1356	358.12	(392.85)
04/27/2015	ACADEMY MORTGAGE	, RECONVEYANCE	1356	100.00	(492.85)
04/27/2015		902-INTEREST PAYMENT	INT PMT	(2,327.81)	1,834.96
				39,548.76	
				Ending Balance:	1,834.96

UTAH STATE
CONSTRUCTION REGISTRY

View a Project by Parcel Number

To improve your search, use multiple variations of the same parcel number such as with dashes, colons, and with only
Search for all of these at the same time 12-1234-1234, 12:1234:1234, 1212341234.

County:

Parcel Numbers:

REQUIRED

14:021:0010

Don't know your parcel number? Click here.

We found: 26 record(s). Viewing 1 through 26

Notice of	Filing Date	Parcel / County	Project Address	Owner Name	Contractor	Filed For	Hired By
Construction Loan Entry #: 3896083	07/02/2014 02:59:58 PM	14:021:0010 Utah	67 South 2000 West Pleasant Grove City, UT	Steven C. Howes		Republic Mortgage Home Loans, LLC <i>Filed by: kevishoe</i>	
General Contractor Preliminary Notice Entry #: 4078433	10/28/2014 11:32:32 AM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction	Hive Construction, LLC dba GJ Gardner Homes/ PGL Construction <i>Filed by: gjgardnerlehi</i>	Steven & Lucina Howes
Preliminary Notice Entry #: 4339141	05/13/2015 09:38:33 AM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction	Schoonover Plumbing And Heating Inc. <i>Filed by: dburke</i>	Hive Constructio
Completion Entry #: 4305635	04/22/2015 01:33:48 PM	14:021:0010 Utah	67 South 2000 West or 7230 North 4650 West Pleasant Grove City, UT	Steven C. Howes	Hive Construction dba GJ Gardner Homes	Title One, Inc. <i>Filed by: kevishoe</i>	
Preliminary Notice Entry #: 4273727	03/31/2015 12:31:59 PM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City,	Steven & Lucinda Howes	Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction	Alpha Omega Hardware <i>Filed by: alphaomega</i>	PGL CONSTRUCTIC

Notice of	Filing Date	Parcel / County	Project Address	Owner Name	Contractor	Filed For	Hired By
Preliminary Notice Entry #: 4259077	03/19/2015 12:55:22 PM	14:021:0010 Utah	UT 7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction	Staker & Parson Co <i>Filed by: stakerparson</i>	CCA CONCRET
Preliminary Notice Entry #: 4071583	03/09/2015 10:37:19 AM	14:021:0010 Utah	67 South 2000 West Pleasant Grove City, UT	Steven C. Howes	GJ Gardner	Performance Painting Company, Inc <i>Filed by: PPC</i>	GJ Gardner
Preliminary Notice Entry #: 4242173	03/07/2015 10:44:36 AM	14:021:0010 Utah	Lot #10 7230 N. 4650 W. Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construction, LLC dba GJ Gardner Homes	Lisa Hadzik of LEC CABINETS, LLC <i>Filed by: leccabinets</i>	GJ GARDNER I HIVE CONSTRUCTIC
Preliminary Notice Entry #: 4240463	03/06/2015 02:45:59 PM	14:021:0010 Utah	7230 North 4650 West Pleasant Grove City, UT	Steven C. Howes	GJ Gardner Homes	Rocky Mountain I Enterprises <i>Filed by: waslien</i>	GJ Gardner Hor
Preliminary Notice Entry #: 4239627 Withdrawn on: 05/01/2015	03/06/2015 08:31:53 AM	14:021:0010 Utah	Lot 10- Howes Residence- Permit # 140828134 7230 North 4650 West Pleasant Grove City, UT	Steve Howes	GJ Gardner Homes/ Hive Construction LLC	Hansen Lighting Inc <i>Filed by: Hansenlightinginc</i>	GJ Gardner
Preliminary Notice Entry #: 4218429	02/17/2015 10:19:11 AM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction	K LUND MECHANICAL HEATING & AIR INC. <i>Filed by: klmech</i>	GJ GARDNER HOMES
Preliminary Notice Entry #: 4175477	01/12/2015 01:05:54 PM	14:021:0010 Utah	Lot 10- Howes Residence- Permit # 140828134 7230 North 4650 West	Steve Howes	GJ Gardner Homes/ Hive Construction LLC	Finish Guys, Inc. <i>Filed by: finishguys@gmail.com</i>	G.J. Gardner Df Hive Constructic

Notice of	Filing Date	Parcel / County	Project Address	Owner Name	Contractor	Filed For	Hired By
Withdrawn on: 04/24/2015			Pleasant Grove City, UT				
Preliminary Notice Entry #: 4149113	12/16/2014 02:32:13 PM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction	BURTON LUMBER & HARDWARE <i>Filed by: burtonfile</i>	ELITE EXTERIC INC.
Preliminary Notice Entry #: 4137863	12/09/2014 12:53:41 PM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction	FJP Supply Company <i>Filed by: fjpsupply</i>	PGL CONSTRUCTIC
Preliminary Notice Entry #: 4124911	11/26/2014 11:46:03 AM	14:021:0010 Utah	Lot 10-Howes Residence-Permit # 140828134 7230 North 4650 West Pleasant Grove City, UT	Steve Howes	GJ Gardner Homes/ Hive Construction LLC	Mason's Interiors <i>Filed by: genuhr</i>	GJ Gardner
Preliminary Notice Entry #: 4123323	11/25/2014 02:00:32 PM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction	L.K.L. Associates Inc. <i>Filed by: JoanneMartin</i>	Ayala Drywall
Preliminary Notice Entry #: 4122721	11/25/2014 11:28:48 AM	14:021:0010 Utah	7230 North 4650 West Pleasant Grove City, UT	Steven & Lucinda Howes	Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction	L.K.L. Associates Inc. <i>Filed by: JoanneMartin</i>	Ayala Drywall
Preliminary Notice Entry #: 4104561	11/14/2014 08:15:23 AM	14:021:0010 Utah	Lot 10-Howes Residence-Permit # 140828134 7230 North 4650 West Pleasant Grove City, UT	Steve Howes	GJ Gardner Homes/ Hive Construction LLC	Elite Custom Exteriors <i>Filed by: TVICCH</i>	GJ GARDNERS

Notice of	Filing Date	Parcel / County	Project Address	Owner Name	Contractor	Filed For	Hired By
Preliminary Notice Entry #: 4088351	11/04/2014 11:24:29 AM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven Howes	Hive Contruction	FJP Supply Company <i>Filed by: fjpsupply</i>	PGL CONSTRUCTIC
Preliminary Notice Entry #: 4060293	10/17/2014 10:40:34 AM	14:021:0010 Utah	Lot 10- Howes Residence-Permit # 140828134 7230 North 4650 West Pleasant Grove City, UT	Steve Howes	GJ Gardner Homes/ Hive Construction LLC	Electrical Wholesale Supply Company of Utah, Inc. a div of Border States <i>Filed by: kmcgregor</i>	APG Electric
Preliminary Notice Entry #: 4033261	09/30/2014 03:50:51 PM	14:021:0010 Utah	7230 North 4650 West Pleasant Grove City, UT	Steven C. Howes	GJ Gardner Homes	Metro Ready Mix, LLC <i>Filed by: waslien</i>	Copperhills Con
Preliminary Notice Entry #: 4023561	09/23/2014 04:55:41 PM	14:021:0010 Utah	7230 N 4650 W Pleasant Grove City, UT	Steven Howes	Hive Contruction	BMC WEST <i>Filed by: PFullmer</i>	Hive Constructic
Preliminary Notice Entry #: 4024803 Withdrawn on: 04/23/2015	09/23/2014 01:48:43 PM	14:021:0010 Utah	7230 N 4650 WEST Pleasant Grove City, UT	HOWES, STEVEN C	Excel Concrete, Inc	Burbidge Concrete Pumping <i>Filed by: CVaclavik</i>	Excel Concrete
Preliminary Notice Entry #: 4020887 Withdrawn on: 04/24/2015	09/22/2014 02:37:14 PM	14:021:0010 Utah	67 South 2000 West Pleasant Grove City, UT	Steven C. Howes	GJ Gardner	Excel Concrete, Inc. <i>Filed by: ladydi63</i>	GJ Gardner

Notice of	Filing Date	Parcel / County	Project Address	Owner Name	Contractor	Filed For	Hired By
Preliminary Notice Entry #: 4047267 Withdrawn on: 04/23/2015	09/19/2014 02:23:33 PM	14:021:0010 Utah	67 South 2000 West Pleasant Grove City, UT	Steven C. Howes	HIVE CONSTRUCTION / DBA GJGARDNER HOMES	Burbidge Concrete Pumping <i>Filed by: CVaclavik</i>	Excel Concrete
Preliminary Notice Entry #: 3989691	09/03/2014 02:14:40 PM	14:021:0010 Utah	7230 N 4650 WEST Pleasant Grove City, UT	HOWES, STEVEN C	Excel Concrete, Inc	Staker & Parson Co <i>Filed by: stakerparson</i>	Excel Concrete,

**Some counties require the dashes for the parcel number to be unique: Kane, Millard, Sevier, Summit and Washington
A1-123-12 is not the same Parcel Number as A1-1231-2

UTAH STATE
CONSTRUCTION REGISTRY

Construction Loan Details

Entry #: 3896083

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 07/02/2014 02:59:58 PM

Owner Information (Trustor)

Name: Steven C. Howes

Project Property

67 South 2000 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Lender

Republic Mortgage Home Loans, LLC

5241 S. State Street Ste 2 Murray, UT 84107

Phone: 801-270-6236

Comments:

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice of project.

UTAH STATE
CONSTRUCTION REGISTRY

General Contractor Preliminary Notice Details

Entry #: 4078433
Tax Parcel ID: 14:021:0010 (Utah)
Filed on: 10/28/2014 11:32:32 AM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062
County: Utah
Tax Parcel ID: 14:021:0010

Contracted By

Steven & Lucinda Howes
67 S 2000 W Pleasant Grove, UT 84062

Person Furnishing Labor, Service, Equipment or Material

Hive Construction, LLC dba GJ Gardner Homes/ PGL Construction
380 E Main St. #B Lehi, UT 84043
Email: kim.moir@gjgardner.com
Phone: 801-331-8480

Comments:

Project Description: Residential new home

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4339141 | Linked to: #4078433

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 05/13/2015 09:38:33 AM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

Hive Construction

380 E main St unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Schoonover Plumbing And Heating Inc.

1530 N. State Street Unit D Lehi, UT 84043

Email: micall@schoonover-plumbing.com

Phone: 801-768-4021

Comments:

Project Description: Plumbing

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Completion Details

Entry #: 4305635
Tax Parcel ID: 14:021:0010 (Utah)
Filed on: 04/22/2015 01:33:48 PM

Owner Information

Name: Steven C. Howes

Original Contractor Information

Name: Hive Construction dba GJ Gardner Homes

Project Property

67 South 2000 West or 7230 North 4650 West Pleasant Grove City, 84062
County: Utah
Tax Parcel ID: 14:021:0010

Filer Information

Title One, Inc.
1275 East Fort Union Blvd # 100 Cottonwood Heights, UT 84047
Email: shelli@titleone.net
Phone: 801-266-0606
Comments:
Completion Condition: I've received a permanent certificate of occupancy
Completion Date: 04/17/2015

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signs to view this filing. You must file a preliminary notice of project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4273727 | Linked to: #4259077

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 03/31/2015 12:31:59 PM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

PGL CONSTRUCTION

3847 E SPY GLASS EAGLE MOUNTAIN , UT 84005

Person Furnishing Labor, Service, Equipment or Material

Alpha Omega Hardware

8046 S 1460 W West Jordan City, UT 84088

Email: ashley@fjpsupply.com

Phone: 801-561-3108

Comments:

Project Description: HANDLES, HARDWARE, GLASS

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4259077 | Linked to: #4078433

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 03/19/2015 12:55:22 PM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

CCA CONCRETE

PO BOX 171 RIVERTON, UT 84065

Person Furnishing Labor, Service, Equipment or Material

Staker & Parson Co

Po Box 3429 Ogden, UT 84401

Email: derri.crill@stakerparson.com

Phone: 801-871-6664

Comments:

Project Description: Concrete, Aggregates, Asphalt and/or Construction Services

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4071583 | Linked to: #3896083

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 03/09/2015 10:37:19 AM

Owner Information

Name: Steven C. Howes

Original Contractor Information

Name: GJ Gardner

Project Property

67 South 2000 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ Gardner

380 East Main Street Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Performance Painting Company, Inc

96 North 1800 West Suite 16 Lindon, UT 84042

Email: scoth@ppcutah.com

Phone: 801-785-0530

Comments:

Project Description: Interior and Exterior prepping and painting

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4242173

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 03/07/2015 10:44:36 AM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construction, LLC dba GJ Gardner Homes

Project Property

Lot #10

7230 N. 4650 W. Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ GARDNER DBA HIVE CONSTRUCTION.LLC

380 E. Main St, Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Lisa Hadzik of LEC CABINETS, LLC

643 E DURFEE ST. GRANTSVILLE, UT 84029

Email: LISA@HADZIK.ORG

Phone: 435-830-1188

Comments:

Project Description: manufacture and install cabinets.

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4240463
Tax Parcel ID: 14:021:0010 (Utah)
Filed on: 03/06/2015 02:45:59 PM

Owner Information

Name: Steven C. Howes

Original Contractor Information

Name: GJ Gardner Homes

Project Property

7230 North 4650 West Pleasant Grove City, 84062
County: Utah
Tax Parcel ID: 14:021:0010

Contracted By

GJ Gardner Homes
380 South Main Street, Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Rocky Mountain I Enterprises
P.O. Box 177 Lehi, UT 84043
Email: rmedirtpirate@gmail.com
Phone: 801-789-4158

Comments:

Project Description: Excavation, trucking

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4239627 | Linked to: #4124911

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 03/06/2015 08:31:53 AM | Withdrawn on 05/01/2015

Owner Information

Name: Steve Howes

Original Contractor Information

Name: GJ Gardner Homes/ Hive Construction LLC

Project Property

Lot 10- Howes Residence-Permit # 140828134

7230 North 4650 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ Gardner

380 E Main St Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Hansen Lighting Inc

922 N 1430 W Orem, UT 84057

Email: shannon@hansenlighting.com

Phone: 801-225-4459

Comments: 150725/L567732

Project Description: Lighting

Contractors: Please post this notice on the

Suppliers and Subcontractors: Please post this image with your signature to view this filing. You file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4218429 | Linked to: #4078433

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 02/17/2015 10:19:11 AM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ GARDNER HOMES

380 EAST MAIN STREET UNIT B LEHI, UT 84043

Person Furnishing Labor, Service, Equipment or Material

K LUND MECHANICAL HEATING & AIR INC.

2785 West 9000 South #305 West Jordan City, UT 84088

Email: kelly@klundmechanical.com

Phone: 801-244-3133

Comments:

Project Description: HVAC

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4175477 | Linked to: #4124911

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 01/12/2015 01:05:54 PM | Withdrawn on 04/24/2015

Owner Information

Name: Steve Howes

Original Contractor Information

Name: GJ Gardner Homes/ Hive Construction LLC

Project Property

Lot 10- Howes Residence-Permit # 140828134

7230 North 4650 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

G.J. Gardner DBA Hive Construction

380 E. Main Street Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Finish Guys, Inc.

P.O. Box 402 Lehi, UT 84043

Email: finishguys@gmail.com

Phone: 801-499-2720

Comments:

Project Description: Finish Carpentry Labor

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on the project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4149113 | Linked to: #4078433

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 12/16/2014 02:32:13 PM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

ELITE EXTERIORS, INC.

8585 S.SANDY PARKWAY SANDY, UT 84070

Person Furnishing Labor, Service, Equipment or Material

BURTON LUMBER & HARDWARE

1170 S 4400 W SALT LAKE CITY, UT 84104

Email: shariej@burtonlumber.com

Phone: 801-952-3742

Comments:

Project Description: BUILDING MATERIALS, SUPPLIES & LABOR

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on the project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4137863 | Linked to: #4123323

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 12/09/2014 12:53:41 PM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construciton, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

PGL CONSTRUCTION

3847 E SPY GLASS DR EAGLE MOUNTAIN, UT 84005

Person Furnishing Labor, Service, Equipment or Material

FJP Supply Company

8046 S 1460 W West Jordan City, UT 84032

Email: ashley@fjpsupply.com

Phone: 801-561-3108

Comments:

Project Description: DOORS, MOLDINGS, FINISH MATERIALS

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4124911 | Linked to: #4104561

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 11/26/2014 11:46:03 AM

Owner Information

Name: Steve Howes

Original Contractor Information

Name: GJ Gardner Homes/ Hive Construction LLC

Project Property

Lot 10- Howes Residence-Permit # 140828134

7230 North 4650 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ Gardner

380 East Main Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Mason's Interiors

1971 Parkway Blvd Salt Lake City, UT 84119

Email: rick@masonsinteriors.com

Phone: 801-977-8855

Comments: 150725/L567732

Project Description: Flooring

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4123323 | Linked to: #4078433

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 11/25/2014 02:00:32 PM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

Ayala Drywall

2158 W 13035 S Riverton, UT 84065

Person Furnishing Labor, Service, Equipment or Material

L.K.L. Associates Inc.

3437 W. Norris View Lane West Jordan, UT 84088

Email: jmartin@lklassoc.com

Phone: 801-282-3920

Comments:

Project Description: Building Materials

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4122721 | Linked to: #4078433

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 11/25/2014 11:28:48 AM

Owner Information

Name: Steven & Lucinda Howes

Original Contractor Information

Name: Hive Construcion, LLC dba GJ Gardner Homes/PGL Construction

Project Property

7230 North 4650 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

Ayala Drywall

2158 West 13035 South Riverton, UT 84065

Person Furnishing Labor, Service, Equipment or Material

L.K.L. Associates Inc.

3437 W. Norris View Lane West Jordan, UT 84088

Email: jmartin@lklassoc.com

Phone: 801-282-3920

Comments:

Project Description: Building materials

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4104561 | Linked to: #4060293

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 11/14/2014 08:15:23 AM

Owner Information

Name: Steve Howes

Original Contractor Information

Name: GJ Gardner Homes/ Hive Construction LLC

Project Property

Lot 10- Howes Residence-Permit # 140828134

7230 North 4650 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ GARDNERS

380 EAST MAIN ST UNIT B LEHI, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Elite Custom Exteriors

8585 S. Sandy Parkway Sandy, UT 84070

Email: diego@elitecustomexteriors.com

Phone: 801-733-4000

Comments: 150725/L567732

Project Description: EXTERIORS

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4088351 | Linked to: #4023561

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 11/04/2014 11:24:29 AM

Owner Information

Name: Steven Howes

Original Contractor Information

Name: Hive Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

PGL CONSTRUCTION

3847 E SPY GLASS DR EAGLE MOUNTAIN, UT 84005

Person Furnishing Labor, Service, Equipment or Material

FJP Supply Company

8046 S 1460 W West Jordan City, UT 84032

Email: ashley@fjpsupply.com

Phone: 801-561-3108

Comments:

Project Description: DOORS, MOLDINGS, FINISH MATERIALS

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4060293

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 10/17/2014 10:40:34 AM

Owner Information

Name: Steve Howes

Original Contractor Information

Name: GJ Gardner Homes/ Hive Construction LLC

Project Property

Lot 10- Howes Residence-Permit # 140828134

7230 North 4650 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

APG Electric

915 South 1400 East Springville, UT 84663

Person Furnishing Labor, Service, Equipment or Material

Electrical Wholesale Supply Company of Utah, Inc. a div of Border States

658 N State St Orem, UT 84323

Email: jisbell@borderstates.com

Phone: 801-639-5333

Comments: 150725/L567732

Project Description: electrical material

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on every project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4033261
Tax Parcel ID: 14:021:0010 (Utah)
Filed on: 09/30/2014 03:50:51 PM

Owner Information

Name: Steven C. Howes

Original Contractor Information

Name: GJ Gardner Homes

Project Property

7230 North 4650 West Pleasant Grove City, 84062
County: Utah
Tax Parcel ID: 14:021:0010

Contracted By

Copperhills Concrete
P.O. Box 33 West Jordan, UT 84084

Person Furnishing Labor, Service, Equipment or Material

Metro Ready Mix, LLC
343 West 400 South Salt Lake City, UT 84101
Email: dstephens@metroreadymix.com
Phone: 801-456-1635

Comments:

Project Description: Concrete delivery

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4023561
Tax Parcel ID: 14:021:0010 (Utah)
Filed on: 09/23/2014 04:55:41 PM

Owner Information

Name: Steven Howes

Original Contractor Information

Name: Hive Construction

Project Property

7230 N 4650 W Pleasant Grove City, 84062
County: Utah
Tax Parcel ID: 14:021:0010

Contracted By

Hive Construction
380 E Main Street Unit B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

BMC WEST
7902 SOUTH 1410 W. West Jordan City, UT 84088
Email: patty.fullmer@buildwithbmc.com
Phone: 801-565-3500
Comments:
Project Description: Building Materials and/or Labor

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

~~Preliminary Notice Details~~

Entry #: 4021803 | Linked to: #3989691

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 09/23/2014 01:48:43 PM | Withdrawn on 04/23/2015

Owner Information

Name: HOWES, STEVEN C

Original Contractor Information

Name: Excel Concrete, Inc

Project Property

7230 N 4650 WEST Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

Excel Concrete

P.O. Box 194 Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Burbidge Concrete Pumping

911 S. Rio Grande Salt Lake City, UT 84101

Email: jlennon@bcpumping.org

Phone: 801-433-0485

Comments:

Project Description: Concrete Pumping

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4020887 | Linked to: #3896083

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 09/22/2014 02:37:14 PM | Withdrawn on 04/24/2015

Owner Information

Name: Steven C. Howes

Original Contractor Information

Name: GJ Gardner

Project Property

67 South 2000 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

GJ Gardner

380 E. Main Street #B Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Excel Concrete, Inc.

1761 E. Hidden Hills Rd. Eagle Mountain, UT 84043

Email: fatcatway@yahoo.com

Phone: 801-420-1854

Comments:

Project Description: footing/foundation

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice for this project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 4017257 | Linked to: #3896083

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 09/19/2014 02:23:33 PM | Withdrawn on 04/23/2015

Owner Information

Name: Steven C. Howes

Original Contractor Information

Name: HIVE CONSTRUCTION / DBA GJGARDNER HOMES

Project Property

67 South 2000 West Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

Excel Concrete

P.O. Box 194 Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Burbidge Concrete Pumping

911 S. Rio Grande Salt Lake City, UT 84101

Email: jlennon@bcpumping.org

Phone: 801-433-0485

Comments:

Project Description: Concrete Pumping

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your signature to view this filing. You must file a preliminary notice on the project.

UTAH STATE
CONSTRUCTION REGISTRY

Preliminary Notice Details

Entry #: 3989691

Tax Parcel ID: 14:021:0010 (Utah)

Filed on: 09/03/2014 02:14:40 PM

Owner Information

Name: HOWES, STEVEN C

Original Contractor Information

Name: Excel Concrete, Inc

Project Property

7230 N 4650 WEST Pleasant Grove City, 84062

County: Utah

Tax Parcel ID: 14:021:0010

Contracted By

Excel Concrete, Inc

P.O. Box 194 Lehi, UT 84043

Person Furnishing Labor, Service, Equipment or Material

Staker & Parson Co

PO Box 3429 Ogden, UT 84401

Email: derri.crill@stakerparson.com

Phone: 801-871-6624

Comments:

Project Description: Concrete, Aggregates, Asphalt and/or Construction Services

Contractors: Please post this notice on the



Suppliers and Subcontractors: Please post this image with your sign on the project to view this filing. You must file a preliminary notice on the project.

Shelli McLachlan

From: support@utah.gov
Sent: Wednesday, April 22, 2015 12:34 PM
Subject: SCR Completion for

Title One, Inc. has filed a Completion Entry # 4305635 on Apr 22, 2015 in the Utah State Construction Registry for the following property:

Property/Project Information:
Contractor: Hive Construction dba GJ Gardner Homes
Owner: Steven C. Howes
Property:
67 South 2000 West or 7230 North 4650 West
Pleasant Grove City, UT 84062

Completion filed by:
Title One, Inc.
1275 East Fort Union Blvd # 100
Cottonwood Heights, UT 84047
801-266-0606
shelli@titleone.net

[Click to view full filing details](#)

Scan for instant access on your mobile phone



--

Utah.gov
Designated Agent for the State Construction Registry

[Unsubscribe](#)

Exhibit E

Homeowner Liens

WHEN RECORDED RETURN TO:

Wasatch Lien Service, LLC
3165 East Millrock Drive, Suite 500
Salt Lake City, UT 84121
(801) 278-5436
Fax: (801) 438-2077



ENT 62744:2015 PG 1 of 1
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Jul 14 3:54 pm FEE 10.00 BY EO
RECORDED FOR WASATCH LIEN SERVICES

Parcel I.D.# 14:021:0010

NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the duly authorized recording agent of LEC Cabinets, LLC, 643 East Durfee Street, Grantsville, Utah 84029, (435) 830-1188 (the "Lien Claimant"). Said agent hereby gives notice of the intention of the Lien Claimant to hold and claim a construction lien and right of claim against any relevant bond, by virtue of and in accordance with the provisions of Utah Code Ann. Sections 38-1a-301 et seq. (1953 as amended). The Construction Lien is against the real property and improvements thereon owned or reputed to be owned by **Lucinda and Steven C. Howes**. Said real property is located at 67 South 2000 West, Pleasant Grove, Utah County, State of Utah, described as follows:

COM W 1245.42 FT FR S 1/4 COR. SEC. 19, T5S, R2E, SLB&M; N 20 FT; W 134 FT; N 201.27 FT; E 273.58 FT; S 33 FT; S 36°33'9" W 234.37 FT TO BEG. AREA 1.027 AC.

The Lien Claimant was employed by and did provide material and labor for manufacturing and installation of cabinets at the request of **Hive Construction, LLC dba GJ Gardner Homes**, with the address of 380 East Main Street, Unit B, Lehi, Utah 84043, for the benefit and improvement of the above-described real property. The Lien Claimant's material and services were first provided on March 7, 2015 and last provided on March 25, 2015. There is due and owing to the Lien Claimant the sum of \$19,345.00, together with interest, costs of \$200.00 and attorney fees, if applicable; all for which the Lien Claimant holds and claims this Construction Lien.

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 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. (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/r/rf.

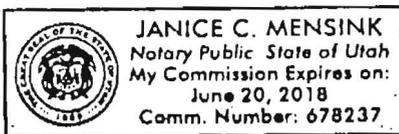
WASATCH LIEN SERVICE, LLC
Agent for the Lien Claimant

By: _____
Jamie Crnich

STATE OF UTAH)
)
) : ss.
COUNTY OF SALT LAKE)

Jamie Crnich, as manager of Wasatch Lien Service, LLC, personally appeared before me on July 14, 2015 and acknowledged that Wasatch Lien Service, LLC is the agent for LEC Cabinets, LLC, and acknowledged that she executed the above document.

Notary Public
Order #2055-0715-01



When Recorded, return to:
Roy B. Moore, P.C. & Associates
1379 E. Vista Valley Drive
Draper, UT 84020-5637
royb@rbmoorelaw.com
www.rbmoorelaw.com

NOTICE OF MECHANIC'S LIEN

Notice is hereby given that Elite Exteriors, Inc. d/b/a Elite Custom Exteriors (hereinafter referred to as "Claimant") of 8585 South Sandy Parkway, Sandy, UT 84070; Telephone: (801) 733-4000, hereby claims a lien pursuant to Section 38-1-1 et seq. Utah Code Annotated, as amended, upon the property and improvements thereon owned or reputed to be owned by Steven C. Howes of 67 South 2000 West, Pleasant Grove, Utah 84062,

The following described tract of land in Utah County, State of Utah to-wit:

Commencing at a point 1245.42 feet West from the Southeast corner of the Southwest quarter of Section 19, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence North 20 feet; thence West 134 feet; thence North 201.27 feet; thence East 273.58 feet; thence South 33 feet; thence Southwesterly 241 feet, more or less, to the point of beginning.

Subject to easements, covenants, conditions and restrictions of record and taxes for the current year.

PARCEL NO. 14:021:0010

Property Address: 7230 North 4650 West, Pleasant Grove, Utah 84062

The Claimant claims and holds a lien upon the above-described property for amounts owing for producing services and/or furnishing materials upon or in connection with the improvement of said real property. The Claimant was employed by PGL Construction, LLC, aka CJ Gardner Homes/ Hive Construction, LLC. There is due and owing to Claimant the principal sum of \$31,080.90 for the services and materials it furnished. There is also due, lien filing fees, interest at the statutory rate of 10% per annum together with costs and attorneys' fees.

Elite Exteriors, Inc. furnished the first services and materials on November 24, 2014, and the last services and materials were performed and/or delivered on April 15, 2015.

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

Notice of Mechanics Lien

Claimant: SCHOONOVER PLUMBING & HEATING, INC., 1530 NORTH STATE STREET UNIT D, LEHI, UTAH, 84043
(801) 768-4021
Reputed Owner: HOWES, LUCINDA & HOWES, STEVEN C
Record Owner: HOWES, LUCINDA & HOWES, STEVEN C
Non-paying Party: HIVE CONSTRUCTION LLC
Amount owed: \$3,056.49, together with interest, costs, and reasonable attorney fees.

First labor/materials were furnished: October 23, 2014

Last labor/materials were furnished: April 16, 2015

Property subject to this lien:

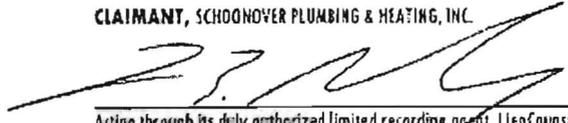
COM W 1245.42 FT FR S 1/4 COR. SEC. 19, T5S, R2E, SLB&M.; N 20 FT; W 134 FT; N 201.27 FT; E 273.58 FT; S 33 FT; S 36 DEG 33'9" W 234.37 FT TO BEG. AREA 1.027 AC. UTAH COUNTY, STATE OF UTAH.

14:021:0010

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.

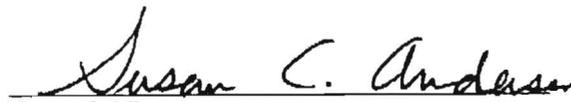
DATED this 12th day of August, 2015.

CLAIMANT, SCHOONOVER PLUMBING & HEATING, INC.


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

ACKNOWLEDGMENT

On the 12th day of August, 2015, Zena B. 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



DISMISSED

Dana T. Farmer (8371)
SMITH KNOWLES, P.C.
2225 Washington Blvd., Suite 200
Ogden, UT 84401
Telephone: (801) 476-0303
Facsimile: (801) 476-0399
Email: dfarmer@smithknowles.com

Attorney for Schoonover Plumbing & Heating, Inc.

IN THE FOURTH JUDICIAL DISTRICT COURT OF UTAH COUNTY
PROVO DEPARTMENT, STATE OF UTAH

SCHOONOVER PLUMBING &
HEATING, INC.; corporation,

Plaintiff,

vs.

PGL CONSTRUCTION, LLC d/b/a GJ
GARDNER HOMES a/k/a HIVE HOMES;
SCOTT GARDNER; MARISSA
GARDNER; DAVE COX; MICHELLE
COX; DAVID GOMEZ; MARIA GOMEZ
a/k/a MARIA A. SANCHEZ; STEVEN
HOWES; LUCINDA HOWES; MIKE
FREDRICKSON; JANEL
FREDRICKSON; CHRIS NORMAN;
CAROLYN NORMAN; DOES 1-100,

Defendants.

**ORDER OF DISMISSAL
WITH PREJUDICE
(AS TO STEVEN HOWES AND
LUCINDA HOWES ONLY)**

Civil No. 150401765

Judge Derek P. Pullan

Based upon the Stipulation and Joint Motion for Dismissal with Prejudice (as to Steven
Howes and Lucinda Howes Only) filed by Plaintiff, SCHOONOVER PLUMBING &

HEATING, INC. ("Plaintiff"), and good cause appearing;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. Plaintiff's Declaratory Judgment (Sixth Cause of Action) claims against as to STEVEN HOWES and LUCINDA HOWES only are hereby dismissed with prejudice; and
2. Each party is hereby ordered to pay its own attorneys' fees and costs.

---END OF ORDER---

SIGNATURE AND OFFICIAL COURT SEAL ON THE FIRST PAGE OF THIS ORDER

APPROVED AS TO FORM & CONTENT:

DATED this 16th day of January, 2016.



Steven Howes
Pro Se Defendant



Lucinda Howes
Pro Se Defendant

Application Report

Property ID: LTTFER001

Application Examined by: Tracy

Homeowner Application

January 25, 2016

Homeowner: Trent and Melanie Ferguson

Original Contractor: LTT Construction LLC

License Number: unlicensed

License Issue Date:

Type: Contractor

License End Date:

Original Contractor's Attorney: N/A

Abstract and Recommendation

Division's Recommendation: Deny

UTAH CODE ANN. § 38-11-204(4) (a) (i) requires an applicant to establish that "the owner of the owner-occupied residence . . . entered into a written contract with an original contractor licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act . . ."

Factual Review and Analysis

The homeowners have submitted a "contract" between the homeowners and "LTT Construction LLC". (Exhibit A) A thorough search of Division records finds that LTT Construction LLC does not hold a valid contractor license in the State of Utah. Division records show LTT Construction LLC applied for licensure on or about June 11, 2015 and were denied licensure on or about September 23, 2015.

On December 23, 2015 The Division notified the homeowners of the deficiency and were given a response date of January 25, 2016. As of January 26, 2016, the Division has not received a response.

Therefore, it is the Divisions opinion the homeowners failed to demonstrate they have contracted with an original contractor licensed, or exempt from licensure and recommend the application be denied.

Exhibit A

Toni Nauhau - LTT Construction, LLC

Trent Ferguson Stamped Concrete Job

Side of house RV pad.
Paver patio in back stamped 1 foot around
rebar

gravel
compact.

to bag mix concrete
color to match stone on house

curbing around RV pad on edge

steps down from RV pad

additions
Fire pit 10 ft x sidewalk #1500
replace stones with concrete steps in back #1375
wall in back for firepit space #1500

Fire pit modified to 14 ft diameter
#11375
#11500
#1500
paid down 8/28/15

work completed: 9/21/2015

APPLICATION FOR PAYMENT

RECOMMENDED FOR APPROVAL

- NO EXPLANATION REQUIRED-

Claim Report

Informal Claim

Claim Number LRF-2015-0526-01

January 19, 2016

Claim Examined by: Tracy

Claimant: Derren Klein Tile LLC dba Legacy Granite

LRF Registration #:

Registration Date:

Expiration Date:

Contractor License #: 380677

Issue Date: 11/26/1999

Expiration Date: 11/30/2013

Claimant Classification: Contractor

Claimant's Attorney: Conrad H Johansen

Nonpaying Party: Park City Developers LLC

Contractor License # 6527325

NPP Classification: Specialty Contractor

Original Contractor: Park City Developers LLC

Type: Licensed Contractor

Contractor License #:

License Issuance Date:

License End Date:

Homeowner(s) Van & Amy Greenfield

Abstract and Recommendation

Division's recommended disposition: Approve Full Payment

Detailed Analysis and Findings of Facts

Date of Final Completion of Contract

10/21/2009

Evidence in support of date: Other (see comments)

Date Claimant file civil action or NPP filed bankruptcy: 4/8/2010

Evidence in support of date: Complaint

Number of days difference: 168

Certificate of Occupancy issued 10/21/2009

Did Claimant obtain judgment against NPP? Yes

Date Claimant obtained judgment or NPP filed for bankruptcy 3/20/2015

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 full? Yes

Evidence of full payment: Certificate of Compliance

Does residence qualify as "owner-occupied"? Yes

Evidence of Owner Occupancy: Certificate of Compliance

Did Claimant provide qualified services? Yes

Evidence of qualified services: 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:	\$	26,539.73	\$	26,539.73	\$	0.00
Pre-judgment Atty Fees:		3,996.58		3,980.95		-15.63
Pre-judgment Costs:		479.50		479.50		0.00
Post-judgment Atty Fees:		0.00		0.00		0.00
Post-judgment Costs:		0.00		0.00		0.00
Interest:		13,951.14		16,396.98		2,445.84
Totals	\$	44,966.95	\$	47,397.16	\$	2,430.21

* 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) \$3,980.96

Evidence of pre-judgment costs: Judgment

Evidence of post-judgment attorney fees:

none

Explanation of post-judgment costs:

no post judgment costs were claimed

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
Payment Due Dates Span Two Years
LRF-2015-0526-01**

Terms of Sale:	N30
Claim Filing Date:	5/26/2015
Year 1 of Payments	2008
Year 2 of Payments	2009
Year 1 Interest Rate per UCA 38-11-203(3)(c)	7.250%
Year 2 Interest Rate per UCA 38-11-203(3)(c)	3.250%
Year 1 Daily Interest Rate	0.0199%
Year 2 Daily Interest Rate	0.0089%
 Total Interest Allowed per UCA 38-11-203(3)(c)	 \$ 16,396.98

Event Date	Number of Days Since Last Event	Stop Interest?	Event Description	Changes to Qualified Service		Year 1 Qualified Service		Year 2 Qualified Service		Total Qualified Services	Interest Accrued on Year 1 Balance	Interest Accrued on Year 2 Balance	Total Interest Accrued Since Last Event
				Balance	Year	Balance	Balance						
10/14/2008	0	N	Payment due	\$ 4,051.60	1	4,051.60	-	4,051.60	-	-	-	\$ -	
10/14/2008	0	N	Payment due	450.19	X	4,501.79	-	4,501.79	-	-	-	-	
10/14/2008	0	N	Payment due	1,987.18	X	6,488.97	-	6,488.97	-	-	-	-	
10/14/2008	0	N	Payment due	220.80	X	6,709.77	-	6,709.77	-	-	-	-	
10/14/2008	0	N	Payment due	4,207.78	X	10,917.55	-	10,917.55	-	-	-	-	
10/14/2008	0	N	Payment due	467.53	X	11,385.08	-	11,385.08	-	-	-	-	
10/14/2008	0	N	Payment due	8,110.86	X	19,495.94	-	19,495.94	-	-	-	-	
10/14/2008	0	N	Payment due	901.21	X	20,397.15	-	20,397.15	-	-	-	-	
10/14/2008	0	N	Payment due	5,026.45	X	25,423.60	-	25,423.60	-	-	-	-	
10/14/2008	0	N	Payment due	2,921.45	X	28,345.05	-	28,345.05	-	-	-	-	
10/14/2008	0	N	Payment due	324.61	X	28,669.66	-	28,669.66	-	-	-	-	
10/14/2008	0	N	Payment due	636.34	X	29,306.00	-	29,306.00	-	-	-	-	
10/14/2008	0	N	Payment due	70.71	X	29,376.71	-	29,376.71	-	-	-	-	
10/14/2008	0	N	Payment due	1,759.81	X	31,136.52	-	31,136.52	-	-	-	-	
10/14/2008	0	N	Payment due	82.84	X	31,219.36	-	31,219.36	-	-	-	-	
10/15/2008	1	N	Payment	(2,419.78)	X	28,799.58	-	28,799.58	6.20	-	-	6.20	
10/22/2008	7	N	Payment Due	471.88	X	29,271.46	-	29,271.46	40.04	-	-	40.04	
11/6/2008	15	N	Payment Due	271.31	X	29,542.77	-	29,542.77	87.21	-	-	87.21	
12/4/2008	28	N	Payment Due	991.01	X	30,533.78	-	30,533.78	164.31	-	-	164.31	
12/8/2008	4	N	Payment Due	355.20	X	30,888.98	-	30,888.98	24.26	-	-	24.26	
7/22/2009	226	N	Payment	(5,026.45)		30,888.98	(5,026.45)	25,862.53	1,386.62	-	-	1,386.62	
9/2/2009	42	N	Payment Due	677.20	X	30,888.98	(4,349.25)	26,539.73	257.69	-	-	257.69	
4/8/2010	218	N	Claimant filed complaint against NPP	-		30,888.98	(4,349.25)	26,539.73	1,337.53	-	-	1,337.53	
3/20/2015	1807	N	Claimant obtained judgment against NPP	-		30,888.98	(4,349.25)	26,539.73	11,086.81	-	-	11,086.81	
5/26/2015	67	N	Claimant filed application for payment	-		30,888.98	(4,349.25)	26,539.73	411.08	-	-	411.08	
2/10/2016	260	N	Division Director authorizes payment	-		30,888.98	(4,349.25)	26,539.73	1,595.23	-	-	1,595.23	