Application Report

Homeowner Application

Property ID: BOWJON010

January 31, 2019

Application Examined by: Kevin Westwood

Homeowner: Richard Travis & Mari Lisa Jones Jones

Homeowners' Attorney:

Original Contractor: Bowman Construction LLC

License Number: 9439378-5501

Type: Licensed Contractor

License Issuance Date:

07/09/2015

License End Date:

11/30/2019

Comments:

Attorney:

Albertaet and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Amalysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

Was Original Contractor Licensed on contract date? Yes

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B). However, in this matter, the original contractor was licensed at the time of the entry of the contract.

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment:

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

| Certificate of Compliance Affidavit of Compliance Application |
|---|
| Name: PICHARD TRAVIS JONES |
| Address of Property against which Lien was filed: 377 E 1040 \$ |
| City: LEHI State: State: Zip: <u>89043</u> |
| Telephone: (801) 836 5857 Email: PTJONES 15@ HOTMAIL.COM |
| Is the address listed above the same as your mailing address? X Yes No |
| If "no," please provide your complete mailing address: |
| Tax Parcel Number (found on your annual property tax notice): 54:333:0021 |
| Checklist |
| □ \$30 non-refundable application fee |
| □ Original Affidavit of Compliance □ Attach a list of all known subcontractors and suppliers |
| ☐ A copy of this checklist |
| ☐ Certificate of Service proving that you sent a copy of this application and all attachments |
| by certified mail/return receipt requested, to all lien claimants and the party with whom |
| you contracted. |
| Submit the chave items to one of the following: |
| Submit the above items to one of the following: |

| _ |
|-----------------|
| DOPL / LRF |
| DO D 146741 |

| | PO Box 146741 Salt Lake City, Utah 84114-6741 |
|---------------------------|--|
| | 160 East 300 South |
| In Person or Express Mail | 1st Floor |
| - | Salt Lake City, Utah 84111 |

For Questions:

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Located at 377 E 040 S City LE+11 UT Zip 34043 Tax Parcel Number 54:333:0021 | AFFIDAVIT OF COMPLIANCE |
|--|---|
| I, RICH JONES! | , being first duly sworn state as follows: |
| | on and the supporting documents are true and correct quently submitted in conjunction with this application |
| 2. I understand that it is my responsibility to remy application for Certificate of Compliance | ead and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on | |
| | ent for service, labor or materials associated with the eded) |
| 5. The residence is a single family dwelling or units. See Utah Code § 38-11-102(22). | duplex and contains no more than two separate living |
| • • | ant or lessee as a primary or secondary residence and date of the completion of the construction on the $10.21 	ext{ } 10.$ |
| Signature of Affiant | 10 / 31 / 18 Date |
| Subscribed and sworn to before me this 31 | day of OCTUBER, 2018 |
| CHASE CROOK Notary Public - State of Utah Comm. No. 697003 My Commission Expires on Oct 3, 2021 | Signature of Notary Public 9 |

| Rich dwes | |
|--|---|
| Homeowner's Name 377 E U40 S | |
| Homeowner's Address LEHI OT 84043 Homeowner's City, State, & Zip | |
| Homeowner's Telephone Number | |
| | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Pich Jones Homeowner's Name | CERTIFICATE OF SERVICE |
| BOWMAN CONSTRUCTION Original Contractor | |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATION for services provided on property owned by QUA | (month) (year) |
| in the U.S. mail, return receipt requested, postage pre | e-paid, addressed to: |
| BOWMAN CONSTRUCTION (original contractor's name) 7690 W KFISTIN VIEW | MAGNA UT GY044 |
| 7690 W KHISTIN VIEW (original contractor's address, city, state, & zip) | , 1 400 m |
| Certified mail return receipt numbers: $\frac{0.50}{\text{(number for original)}}$ | 09 402 401 780 799 605 11 (contractor) |
| DATED this day of (month) | 20(% (year) |
| | that some |

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State of Utah



DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application Address of Property against which Lien was filed: 377 ____ Zip: <u>84043</u> City: LEH State: Email: PTJONES | 5@HOTMAIL, COM Is the address listed above the same as your mailing address? Yes If "no," please provide your complete mailing address: Tax Parcel Number (found on your annual property tax notice): 54:333:0021 Checklist □ \$30 non-refundable application fee ☐ Original Affidavit of Compliance ☐ Attach a list of all known subcontractors and suppliers \square A copy of this checklist ☐ Certificate of Service proving that you sent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom you contracted. Submit the above items to one of the following: DOPL / LRF PO Box 146741 By U.S. Mail Salt Lake City, Utah 84114-6741 160 East 300 South 1st Floor In Person or Express Mail Salt Lake City, Utah 84111

For Questions:

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

| FOR A CERTIFICAT THE RESIDENCE OF MACLICATION (Home Characters) Located at 377 E City LEHI 01 | OWNERS' Name) VYO S | AFFIDAVIT OF COMP | LIANCE |
|--|---|--|---------------------|
| I, MARI | Jor Es | , being first duly sworn state as fo | llows: |
| | that any information subseq | n and the supporting documents a quently submitted in conjunction w | |
| | it is my responsibility to re r Certificate of Compliance. | ad and understand all statues and | rules pertaining to |
| BOWMA | n Constructi | | <u> </u> |
| and the general co | ntract, including all change | s and additions, totaled: \$ | 00 |
| • | (attach separate sheet if nee | ent for service, labor or materials and eded) | associated with the |
| | single family dwelling or code § 38-11-102(22). | duplex and contains no more than | two separate living |
| was occupied wi | | nt or lessee as a primary or secondate of the completion of the co | |
| | Signature of Affiant | Date | _ |
| Subscribed and sv | vorn to before me this | day of November ,20 | 18 |
| (SEAL) | NOTARY PUBLIC Casandra Polanco 684263 My Commission Expires | Signature of Notary Public | |
| PL-AP-096 REV 20 8 06-05 | July 10, 2019 STATE OF UTAH | | 9 |

| MARI JONES | 1 |
|--|---|
| Homeowner's Name 377 E 640 S | |
| Homeowner's Address LEH1 UT 84043 | ; , |
| Homeowner's City, State, & Zip 80 834 5857 Homeowner's Telephone Number | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| MARI JONES | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| BOWMAN CONSTRUCTION | |
| Original Contractor | |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATIOn for services provided on property owned by limit the U.S. mail, return receipt requested, postage presented to the contract of the | ON to BOWMAN CONCTRUCTION (original contractor's name) MARI JONES, by depositing a copy |
| BOWMAN CONSTRUCTION (original contractor's name) (original contractor's address, city, state, & zip) | NEW MAGNA UT 84044 |
| Certified mail return receipt numbers: (number for original) | 940240178079960511 |
| DATED this day of (month) | 2013 (vear) |
| . ' ' | Signature ' |

DOPL-AP-096 REV 2018-06-05

Application Report

Homeowner Application

Property ID: MISTHO010 January 15, 2019

Application Examined by: Chris Rogers

Homeowner: Cassandra Michelle Thompson

Homeowners' Attorney:

Original Contractor: Misi Peni Paea Attaata

License Number: Type:

License Issuance Date: License End Date:

Comments:

Attorney:

Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

Was Original Contractor Licensed on contract date?

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B).

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Canceled Checks

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). However, the

Property ID: MISTHO010 Page 2 of 2

homeowner provided documentation of payment in full. No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

OCT 29 2018

State of Utah

DIVISION OF OCCUPATIONAL DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application

| Name: <u>Cassandra Michelle</u> | Thompson (Decker) | |
|--|--|---------------|
| Address of Property against which Lien w | ras filed: 3794 W. Brandy | BUCK |
| City: Taylors ville | State: UT Zip: 8412 | 9 |
| City: Taylors ville Telephone: (801.) 471.4459 | Email: <u>Cassicolocker</u> | 23@ gmail.com |
| Is the address listed above the same as you | | l . |
| If "no," please provide your complete mai | ling address: | |
| | | |
| Tax Parcel Number (found on your annual | l property tax notice): 21-17-155- | -022-000 |
| · | Checklist | |
| | nce | |
| Submit the above items to one of the fo | ollowing: | |
| By U.S. Mail | DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741 | |
| In Person or Express Mail | 160 East 300 South 1st Floor Salt Lake City, Utah 84111 | |

For Questions:

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Cassardra Michelle Thompson (Decker (Homeowners' Name) Located at 3794 W Brandy But City Tay WS WHE Zip 84129 Tax Parcel Number 21-17-155-022-0000 | AFFIDAVIT OF COMPLIANCE |
|--|---|
| I, cassandia Michelle Thompson (Decker), | being first duly sworn state as follows: |
| The information contained in this application and I will ensure that any information subseque will meet the same standard. | and the supporting documents are true and correct ently submitted in conjunction with this application |
| I understand that it is my responsibility to rea my application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on | · |
| 4. The following entities have demanded paymer general contract: (attach separate sheet if need Metro Ready Mix L. L. C. | nt for service, labor or materials associated with the ded) |
| | |
| 5. The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| 6. The residence is occupied by me or my tenan was occupied within 180 days from the daresidence. See Utah Code § 38-11-102(18). Signature of Affiant | t or lessee as a primary or secondary residence and ate of the completion of the construction on the Date |
| Subscribed and sworn to before me this 25 d | lay of OCTO DON , 2018 |
| NAYELI PEREZ (SEAL) Notary Public - State of Utah Comm. No. 701561 My Commission Expires on Jul 31, 2022 | ignature of Notary Public |

| Cassandra Michelle mompson (p | ecker) | |
|---|---|---|
| Homeowner's Name 3794 N. Brandy Buck | | |
| Homeowner's Address | | |
| Taylog VIIL, UT 84129 Homeowner's City, State, & Zip | | |
| 80) 471 4459 | | |
| Homeowner's Telephone Number | | |
| | | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH | |
| Cassandra Michelle Thompson | CERTIFICATE OF SERVICE | _ |
| Homeowner's Name (Decker) | | |
| v | · | |
| Misi Peni Paca Ata'ata | | |
| Original Contractor | | |
| | | |
| I hereby certify that on the day of | October 2018, I served | _ |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATION | ON to MISi Deni Paea Ata'ata | ī |
| for services provided on property owned by <u>Passa</u> | (original contractor's name) ndra Thompson, by depositing a copy (Decker) | |
| in the U.S. mail, return receipt requested, postage pre | | |
| Misi Peni Paca Ata'ata | gna, UT 84044 - 1630 | |
| (original contractor's name) 3264 S Lamay Run Ma | ana UT 84044 - 1630 | |
| (original contractor's address, city, state, & zip) | | |
| · | | |
| Certified mail return receipt numbers: [1018] | 1130 0000 2444 10155 (contractor) | |
| DATED this 25 th day of October (month) | 2018 | |
| (date) (month) | (year) | |
| | Cinch | |
| - | Signature | |

Track Your Expenses...

| Auto/Travel | Education | Medical/Dental |
| Business | Entertainment | Savings |
| Charities | Food | Taxes |
| Clothing | Home | Utilities |
| Dependent Care | Insurance | Other |
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Application Report

Homeowner Application

Property ID: VILJON010

January 31, 2019

Application Examined by: Kevin Westwood

Homeowner: Arjen Jonkhart

Homeowners' Attorney:

Original Contractor: Viliami Mafuahingano

License Number:

Type:

License Issuance Date:

License End Date:

Comments:

Attorney:

Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of compliance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B).

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Other

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has

been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

RECEIVED

MIV 0 5 2018

530.00

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application JONKHART ARJEN Address of Property against which Lien was filed: 5692 W. YUKON RIVER LN. City: HERRIMAN _____ State: *UT* Zip: 84096 Telephone: (80) 604-0244 Email: Is the address listed above the same as your mailing address? Yes No If "no," please provide your complete mailing address: Tax Parcel Number (found on your annual property tax notice): 26-26-276-008-0000 Checklist \$30 non-refundable application fee **☒** Original Affidavit of Compliance Attach a list of all known subcontractors and suppliers A copy of this checklist Certificate of Service proving that you sent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom you contracted. Submit the above items to one of the following:

| | DOPL / LRF |
|---------------------------|---------------------------------|
| 25 | PO Box 146741 |
| | Salt Lake City, Utah 84114-6741 |
| | 160 East 300 South |
| In Person or Express Mail | 1st Floor |
| _ | Salt Lake City, Utah 84111 |

For Questions:

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

| FO TH | THE MATTER OF THE APPLICATION R A CERTIFICATE OF COMPLIANCE ON E RESIDENCE OF RJEN JONKHART | AFFIDAVIT OF COMPLIANCE |
|----------|--|---|
| Loc | cated at 5692 W. YUKON RIVER LN. y HERRIMAN Zip 84096 x Parcel Number 26-26-276-008-0000 | |
| I, _ | ARJEN JONKHART | being first duly sworn state as follows: |
| 1. | | and the supporting documents are true and correct tently submitted in conjunction with this application |
| 2. | I understand that it is my responsibility to rea my application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. | I entered into an oral or written contract on 10 VILIAMI MAFUATIUGANO & 7 and the general contract, including all changes | 2 / 06 / 17 for service, labor, or materials with: EVITA OFA (SUL- CONTRACTOR M BOWMA and additions, totaled: \$ 2,900.00 |
| 4. | The following entities have demanded payment general contract: (attach separate sheet if need | nt for service, labor or materials associated with the ded) |
| | TEVITA OFA (SUBCONTRACTOR | R FOR BOWMAN CONSTRUCTION) |
| 5. | The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| 6. | The residence is occupied by me or my tenant was occupied within 180 days from the day residence. See Utah Code § 38-11-102(18). | t or lessee as a primary or secondary residence and ate of the completion of the construction on the |
| | Signature of Affiant | 11 /05 / 2010 Date |
| | Subscribed and sworn to before me this 5^{th} | lay of NOVember, 2018 |

(SEAL)
DOPL-AP-096 REV 2018

NOTARY PUBLIC KAYLIE GUEVARA 699037 My Commission Expires 02/16/2022 STATE OF UTAH gnature of Notary Public

| ARJEN JONKHART | |
|--|-----------------------------------|
| Homeowner's Name 5692 W. YUKON RIVER | • |
| Homeowner's Address HERRIMAN, UT 84096 | |
| Homeowner's City, State, & Zip (801) 604-0244 Homeowner's Telephone Number | · |
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | |
| ARJEN JONKHART | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| VILIAMI MAFUAHIU6ANO, Original Contractor C/O | |
| I hereby certify that on the 5th day of | NOVEMBER, 2018, I served |
| I hereby certify that on the day of date) a CERTIFICATE OF COMPLIANCE APPLICATION | to VILIAMI MAFUAHIU6ANO |
| for services provided on property owned by ARJE | N JONK HART, by depositing a copy |
| in the U.S. mail, return receipt requested, postage pre- | oaid, addressed to: |
| VILIAMI MAFUAHIUGANO | |
| (original contractor's name) C/O BOWMAN CONSTRUCTION LLC, GO (original contractor's address, city, state, & zip) WEST JORG | 167 W. OXFORD ROW DR #1101, |
| • | |
| Certified mail return receipt numbers: 7018 03 | 60 0002 2017 4436 ontractor) |
| DATED this 5th day of NOVEMBER (month) | 2018 (year) (mature) |

| ARJEN JONKHART | |
|--|-----------------------------------|
| Homeowner's Name 5692 W. YUKON RIVER LN. | |
| Homeowner's Address HERRIMAN, UT 84096 | |
| Homeowner's City, State, & Zip | |
| (801) 604 - 0244 Homeowner's Telephone Number | |
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | |
| ARJEN JONKHART | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| V DOLLA | |
| TEVITA OPA, | |
| Original Contractor | |
| | |
| I hereby certify that on the day of | NOVEMBER, 2018 . I served |
| a CERTIFICATE OF COMPLIANCE APPLICATIO | (month) (year) |
| for services provided on property owned by ARTE | N JONKHART, by depositing a copy |
| in the U.S. mail, return receipt requested, postage pre- | |
| | -paid, addressed to: |
| TEVITA OFA (original contractor's name) | |
| (original contractor's name) C/O BOWMAN CONSTRUCTION, LLC, 64 (original contractor's address, city, state, & zip) WEST JORDA | 67 W. OXFORD ROW DR # 1101, |
| (original confidence statutess, city, state, & 219) WET JORDA | N, UI 84081 |
| Certified mail return receipt numbers: 7018 03 | 360 0002 2077 4412 contractor) |
| DATED this day of NOVEMBER_ (month) | 2018 |
| (date) (month) | 1m (year) |
| $\int_{0}^{\infty} \overline{s}$ | signature |
| DOPL-AP-096 REV 2018-06-05 | |

| ARJEN JONKHART | |
|--|----------------------------------|
| Homeowner's Name 5692 W. YUKON RIVER LN. | |
| HERRIMAN, UT 84096 | |
| (801) 604 - 0244 | |
| Homeowner's Telephone Number | |
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | |
| ARJEN JONKHART | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| METRO READY MIX, LLC, | |
| Original Contractor LIEN CLAIMANT | |
| | |
| 5th | NOVEMBER 2018 |
| a CERTIFICATE OF COMPLIANCE APPLICATIO | N to METRO READY MIX LLC, |
| I hereby certify that on the day of day of date) a CERTIFICATE OF COMPLIANCE APPLICATIOn for services provided on property owned by ARTE | N JONKHART, by depositing a copy |
| n the U.S. mail, return receipt requested, postage pre- | |
| METRO READY MIX, LLC, | |
| original contractor's name) LIEN CLAIMANT 343 W. 400 S. SALT LAK original contractor's address, city, state, & z(p) | VE CITY, UT 84101 |
| original contractor's address, city, state, & zlp) | |
| Certified mail return receipt numbers: 7018 036 | 50 0002 2077 4429 |
| (number for o viginal | contractor) Lien Claimant |
| DATED this day of NOVEMBEI (month) | (year) |
| | Sm 1 AM |
| (S | ignature |

ontractors Invoice WORK PERFORMED AT: Arjen Jonkhart 5692 W. Yukun Ln. Hervingn, UT (home owner 900 deposit well 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 900 for concrete Dollars (\$ This is a Partial Full invoice due and payable by: Dated cordance with our Agreement Proposal No.

₹68122

| CUSTOMER'S ORDER NO. | DEPARTMENT | . D | ATE 10 | 11/ | 17 |
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Application Report

Homeowner Application

Property ID: VILTOW010

January 31, 2019

Application Examined by: Kevin Westwood

Homeowner: Melisa & Scott D Townsend

Homeowners' Attorney:

Original Contractor: Viliami Mafuahinyano

License Number:

Type:

License Issuance Date:

License End Date:

Comments:

Attorney:

Albetract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Amalysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B).

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Canceled Checks

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has

been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

fiber: 7560735 **\$30.00** Amount Pald:

RECEIVED

NOV 06 2018 State of Utah DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING DIVISION OF SEAP 8 PROFESSIONAL LI

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application

| | Name: Scott D Townsend | | |
|---|---|--|--|
| | Address of Property against which Lien was filed: 668 W. Deser - Oak Cir. | | |
| | City: Herriman State: Utah Zip: 84096 | | |
|) | Telephone: (801) 231-1007 Email: jeepins4me @hotomail.com | | |
| | Is the address listed above the same as your mailing address? X Yes No | | |
| If "no," please provide your complete mailing address: | | | |
| Tax Parcel Number (found on your annual property tax notice): 32-03-453-006-0000 Checklist | | | |
| | \$30 non-refundable application fee | | |
| | ☑ Original Affidavit of Compliance | | |
| | ☑ Attach a list of all known subcontractors and suppliers | | |
|) | ☑ A copy of this checklist | | |
| ☐ Certificate of Service proving that you sent a copy of this application and all attachments | | | |
| | by certified mail/return receipt requested, to all lien claimants and the party with whom | | |
| | you contracted. | | |
| Submit the above items to one of the following: | | | |
| | DOPL / LRF | | |
| | By U.S. Mail PO Box 146741 | | |
| | Salt Lake City, Utah 84114-6741 | | |
| | 160 East 300 South | | |
| | In Person or Express Mail 1st Floor | | |
| | Salt Lake City, Utah 84111 | | |

For Questions:

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Cott D Toxon Send (Homeowners' Name) Located at 668 W. Desert Ork Cir. City He Friman Zip 84096 Tax Parcel Number 32-03-453-006 000 | AFFIDAVIT OF COMPLIANCE |
|---|---|
| 1, Set D Townsend, | being first duly sworn state as follows: |
| | and the supporting documents are true and correct lently submitted in conjunction with this application |
| 2. I understand that it is my responsibility to rea my application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on II Viliami Matuality and Bi and the general contract, including all changes | a Will's Concrete), Boardon Construction |
| 4. The following entities have demanded payment general contract: (attach separate sheet if need Ready Mix | nt for service, labor or materials associated with the ded) |
| 5. The residence is a single family dwelling or dunits. <i>See</i> Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| | t or lessee as a primary or secondary residence and ate of the completion of the construction on the |
| Signature of Affiant | 10 / 15 / 18 Date |
| Subscribed and sworn to before me this 15 d | lay of October/ 2018 |

SAMANTHA MITCHELL NOTARY PUBLIC-STATE OF UTAH SEMMYSSION# 700545 OCOMM2EXP:06525-2022

| Scott D Townsend | |
|--|--|
| 4088 W. Desert Oak Cir. | |
| Herriman, Ut. 84096 | |
| Homeowner's City, Slate, & Zip 801-231-1007 | |
| Homeowner's Telephone Number | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Scott D Townsend Homeowner's Name | CERTIFICATE OF SERVICE |
| Metro Ready Mix Original Contractor | |
| | |
| I hereby certify that on the day of day of | (month) (year) |
| a CERTIFICATE OF COMPLIANCE APPLICATIOn for services provided on property owned by | ON to Metro Keady Mix (original contractor's name) Discrete, by depositing a copy |
| in the U.S. mail, return receipt requested, postage pre | |
| Metro Ready Mix (original contractor's name) | |
| (original contractor's address, city, state, & zip) | , Ut. 84101 |
| Certified mail return receipt numbers: 9590 940 (number for original) | 12 3536 7305 0552 22 (contractor) |
| DATED this 22 day of October (month) | , 2016 (year) |
| | Signature |

| Scott D Townsend | |
|--|--|
| Homeowner's Name 68 W. Descrit Oak Cir. Homeowner's Address | |
| Herriman, Ut 84096 Homeowner's City, State, & Zip | |
| Homeowner's Telephone Number | |
| • | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Scott Drawnseid | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| Viliami Matuchinyano | |
| Original Contractor (Big Wills Concrete) | |
| I hereby certify that on the day of | October 2018, I served |
| a CERTIFICATE OF COMPLIANCE APPLICATIO | ON to Villami Martz Linyano (original contractor's name) |
| for services provided on property owned by | by depositing a copy |
| in the U.S. mail, return receipt requested, postage pre | -paid, addressed to: |
| Viliami Matahinyan (original contractor's name) | · · · · · · · · · · · · · · · · · · · |
| 1955 Booling Avenue Solt Lok (original contractor's address city, state, & zip) | e City, Ut. 84129 |
| Certified mail return receipt numbers: 9590 94 | 01 3536 7305 0531 74 contractor) |
| DATED this 22 day of Otolog (month) | , 2018 (year) |
| Ğ | Signature |

| Scott D Townsend Homeowner's Name | |
|---|---|
| 6688 W. Desert Oak Cir. | • |
| Herriman Ut. 84096 Homeowner's City, State, & Zip | |
| 801-231-1007 | |
| Homeowner's Telephone Number | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Scott D Townsend | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| Bowman Construction | |
| Original Contractor | |
| | |
| I hereby certify that on the 18 day of | October 2018, I served |
| a CERTIFICATE OF COMPLIANCE APPLICATION | ON to Bowman Construction |
| for services provided on property owned by | (original contractor's name) Township a copy |
| in the U.S. mail, return receipt requested, postage pre | |
| Ramon Carbonton | |
| (original contractor's name) | IN WE CANOL |
| (original contractor's address, city, state, & zip) | 1101 West Tordon, Utah 84081 |
| Certified mail return receipt numbers: | 402 3536 7305 0531 67 |
| (number for original | |
| DATED this 22 day of October | ,_2018 |
| (date) (month) | (year) |
| | Signature Signature |
| | |

RECEIVED Receipt Number: 7586859

Amount Pald: \$30.00

NOV 05 2018 State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

NOV 05 2018

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

Certificate of Compliance Affidavit of Compliance Application

| | Continuate of Compilan | of initial the of Compilation application | | |
|---|---|---|--|--|
| | Name: Melissa Townsend | <u> </u> | | |
| | | s filed: 6688 W. Desert Oak Cir. | | |
| | City: Herriman | State: <u>LT.</u> Zip: <u>84096</u> | | |
| | Telephone: (801) 946-0263 | Email: mtownsend 55@ hotmail.com | | |
| | Is the address listed above the same as your | mailing address? X Yes No | | |
| | If "no," please provide your complete mailing address: | | | |
| | Tax Parcel Number (found on your annual property tax notice): 32-03-453-006-0000 Checklist | | | |
| | \$30 non-refundable application fe | | | |
| | Original Affidavit of Compliance | ce | | |
| | Attach a list of all known subcon | ntractors and suppliers | | |
| } | A copy of this checklist | | | |
| | Certificate of Service proving that you sent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom | | | |
| | you contracted. | | | |
| | | | | |
| Submit the above items to one of the following: | | | | |
| | DON / DE | | | |
| By U.S. Mail DOPL / LRF PO Box 146741 | | PO Box 146741 | | |
| | | Salt Lake City, Utah 84114-6741 | | |
| | | 160 East 300 South | | |
| | In Person or Express Mail | 1st Floor | | |
| | | 0-14 I -1 Class III-1- 04111 | | |

For Questions:

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

| FOR THE Local City | THE MATTER OF THE APPLICATION A CERTIFICATE OF COMPLIANCE ON RESIDENCE OF Melissa Townsen (Homeowners' Name) Ated at Lold 8 W. Nesert Oak Cir. Herriman Zip 840910 Parcel Number 32-03-453-006-0000 | AFFIDAVIT OF COMPLIANCE |
|--------------------|--|---|
| I, | Melissa Townsend | being first duly sworn state as follows: |
| a | | and the supporting documents are true and correct ently submitted in conjunction with this application |
| | I understand that it is my responsibility to reamy application for Certificate of Compliance. | ad and understand all statues and rules pertaining to |
| | | 1/7/17 for service, labor, or materials with: Rig Wills (owcrete), Bowman Construent and additions, totaled: \$ 4,320.00 |
| | The following entities have demanded payme general contract: (attach separate sheet if need Mix | nt for service, labor or materials associated with the ded) |
| | The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| 1 | The residence is occupied by me or my tenant was occupied within 180 days from the direction of See Utah Code § 38-11-102(18). Signature of Affiant | at or lessee as a primary or secondary residence and ate of the completion of the construction on the 10 / 15 / 18 Date |
| The same | Subscribed and sworn to before me this 15 c | lay of <u>00+00eV</u> , 2018 |

NOTARY PUBLIC: STATE OF UTAH

9

| Melissa Townseno | |
|---|---|
| Homeowner's Name Lo 688 W. Desert Oak Cir- | |
| Homeowner's Address | |
| Herriman UT. 84096 Homeowner's City, State, & Zip | |
| 801-946-0263 | |
| Homeowner's Telephone Number | |
| | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Melissa Townsend | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| | |
| Rowman Construction | |
| | |
| Original Contractor | |
| | |
| I hereby certify that on the day of | |
| a CERTIFICATE OF COMPLIANCE APPLICATION | |
| for services provided on property owned by Melis | (original contractor's name) |
| • | |
| in the U.S. mail, return receipt requested, postage pre | e-paid, addressed to: |
| Bowman Construction | - |
| (original contractor's name) | Unit 1101 W. Jordan, UT. 84081 |
| (original contractor's address, city, state, & zip) | 1111 1101 VV. GOVACIT, UI. 0 1001 |
| • | |
| Certified mail return receipt numbers: 9590 9L | 102 3536 7305 653167 |
| DATED this 22 day of 6 (month) | |
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| t . | Malissa Journey |
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DOPL-AP-096 REV 2018-06-05

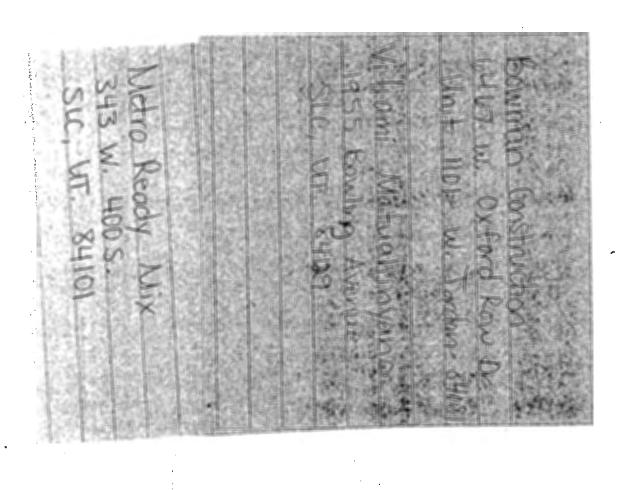
| Melissa Townsend Homeowner's Name LOLOSS W. Desert Oak Cir. Homeowner's Address Herriman, UT: 84096 | |
|---|---|
| Homeowner's City, State, & Zip 801 - 914 6 - 0263 Homeowner's Telephone Number | |
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Melisa Toursend Homeowner's Name | CERTIFICATE OF SERVICE |
| Viliami Mafuahinyano Original Contractor (Rig Will's Concrete) | |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATION for services provided on property owned by | ON to Viliam Matuahinyano (original contractor's name) Sa Townsend, by depositing a copy |
| in the U.S. mail, return receipt requested, postage pre Viliami Mafuahinyano (original contractor's name) 1955 Bowling Avenue SLO (original contractor's address, city, state, & zp) | |
| Certified mail return receipt numbers: 9590 91 | 102 353 6 7305 053174 contractor) |
| DATED this 22 day of (month) | 2018 (year) |

Signature

10

| Homeowner's Name LUSS W. Desert Oak Cir. Homeowner's Address Herriman, Ut. 84096 Homeowner's City, State, & Zip 801-946-0263 Homeowner's Telephone Number | | | | |
|---|------------------------|--|--|--|
| BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING DEPARTMENT OF COMMERCE, STATE OF UTAH | | | | |
| Homeowner's Name | CERTIFICATE OF SERVICE | | | |
| Metro Ready Mix Original Contractor | | | | |
| I hereby certify that on the | | | | |
| in the U.S. mail, return receipt requested, postage pre | -paid, addressed to: | | | |
| Metro Ready Mix (original contractor's name) 343 W. 400 S. SLC, UT. (original contractor's address, city, state, & zip) | 84101 | | | |
| Certified mail return receipt numbers: 95909402353673050552ZZ (number for original contractor) | | | | |
| DATED this 22 day of (month) | , ZO\8 (year) | | | |
| | Signature Journsoned | | | |

DOPL-AP-096 REV 2018-06-05



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| Return Receipt (electronic) | OCT 18 2003 |
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| William Mass in later with | | Z/Att | |
| All Material is guaranteed to be as specified, and the above w | work was performed in accordan | ce with the drawings an | d specifications provided for the |
| above work and was completed in a substantial workmanlike | | / | |
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| This is a Partial Full invoice due and payable by: | Month | | |
| | Month Dated | Day | Year |
| adams TC8122 | | Month | Day Year 11-12 |

| Melissa L. Townsend 11/00 Scott D. Townsend 6688 W. Desert Oak Cir. Herriman, UT 84096 | 3932 97-7751/0243 94 |
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| Melissa L. Townsend Scott D. Townsend 6688 W. Desert Oak Cir. Herriman, UT 84096 Pay to the Viriami Matualinyani \$2,960 The Housand Nine hundred Sixty dollars + Total Dollars PO Box 9199 - Ogden, UT 84409 AMERICA FIRST 600-939-3961 - america first com For 1. 39 Herrod Care | 933 1/3743 94 |
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| AFCU 10289106 | The state of the s |

Application Report

Homeowner Application

Property ID: DENOWE010

February 4, 2019

Application Examined by: Kevin Westwood

Homeowner: Nathan & Rebecca Owen

Homeowners' Attorney:

Original Contractor: Dennis Leavitt & Son Masonry Inc

License Number: 5740292-5501

Type: Licensed Contractor

License Issuance Date:

09/30/2004

License End Date:

11/30/2019

Comments:

Attorney:

Albertact and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

Was Original Contractor Licensed on contract date? Yes

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B). However, in this matter, the original contractor was licensed at the time of the entry of the contract.

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

Evidence of full payment:

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

Application Report

Homeowner Application

Property ID: DENOWE010

February 4, 2019

Application Examined by: Kevin Westwood

Homeowner: Nathan & Rebecca Owen

Homeowners' Attorney:

Original Contractor: Dennis Leavitt & Son Masonry Inc

License Number: 5740292-5501

Type: Licensed Contractor

License Issuance Date:

09/30/2004

License End Date:

11/30/2019

Comments:

Attorney:

Albertact and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

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Evidence of full payment:

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

Date: 12/07/201 Receipt Number: 7611045 Amount Pald: \$30.00

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application Address of Property against which Lien was filed: 2503 S SUCAMOVE city: Nashinaton State: UT Email: VISheccaa Telephone: (Is the address listed above the same as your mailing address? X Yes If "no," please provide your complete mailing address: Tax Parcel Number (found on your annual property tax notice): \$30 non-refundable application fee Original Affidavit of Compliance Attach a list of all known subcontractors and suppliers CCUPATIONAL DIVISION OF A COLUMN ACTION ALL CENSING A copy of this checklist

Represent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom vou contracted. Submit the above items to one of the following: DOPL / LRF By U.S. Mail PO Box 146741 Salt Lake City, Utah 84114-6741 160 East 300 South 1st Floor In Person or Express Mail

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (*Utah only*) or E-mail: anaegelin@utah.gov

Salt Lake City, Utah 84111

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF | AFFIDAVIT OF COMPLIANCE |
|---|---|
| City Washington Zip 84780 Tax Parcel Number W-DCLE-2 | |
| I, Nathan Owen , | being first duly sworn state as follows: |
| | and the supporting documents are true and correct ently submitted in conjunction with this application |
| 2. I understand that it is my responsibility to reamy application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on _5 | / 1 / 19 for service, labor, or materials with: |
| and the general contract, including all changes | and additions, totaled: \$ 34916.00 |
| 4. The following entities have demanded payment general contract: (attach separate sheet if need Sunvoc Corporation | nt for service, labor or materials associated with the led) |
| 5. The residence is a single family dwelling or du units. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| | t or lessee as a primary or secondary residence and the of the completion of the construction on the |
| 7/1/ | 12/3/18 |
| Signature of Affiant | Date |
| Subscribed and sworn to before me this3_ d | ay of <u>December</u> , 2018 |
| OPL-AP-096 REV 2018-06-03 ANDREW HAFEN Si Comm. No. 701882 My Commission Expires on Aug 21, 2022 | gnature of Notary Public |

| Nathan & Rebecca OWEN Homeowner's Name 2583 S Sycamore Cir | |
|---|---|
| Homeowner's Address Washington UT 94780 Homeowner's City, State, & Zip | • |
| 208.709.1111 Homeowner's Telephone Number | |
| Tomoviner & Pelephone Palmost | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Nathan & Rebecca Owen Homeowner's Name | CERTIFICATE OF SERVICE |
| Dennise Leavitt Original Contractor | |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATION | ON to Deinnic Leavitt (original contractor's name) |
| for services provided on property owned by Nath | an e. Kehecca Owled by depositing a copy |
| in the U.S. mail, return receipt requested, postage pro | e-paid, addressed to: |
| DUNIS LEAVITT (original contractor's name) | |
| (original contractor's address, city, state, & zip) | Storge UT 84790 |
| Certified mail return receipt numbers: 707 (number for original | 450 0001 4238 3754 Icontractor) 7017 1450 0001 4238 3747 |
| DATED this 3 day of December (month) | 2018 1 1 (vear) |
| ; | Signature |

Invoice



627 North 2330 East St. George, UT 84790 Tax ID #73-1716400 435-668-4112

Bill To:

Mr & Mrs Owen 2583 Sycamore Circle Washington Utah 84780

| Date | Invoice # |
|-------------|-----------|
| Jul 6, 2018 | 842 |

| Description | P.O.# | Amount |
|---|---|------------|
| Northwall-51 Lineal Feet Six Foot Tall Blockwall | | 1,938.00 |
| Northwall Return-7 Lineal Feet Six Foot Tall Blockwall | | 266.00 |
| Southwall- 20 Lineal Six Foot Tall Blockwall | | 760.00 |
| Southwall Return-14 Lineal Feet Six Foot Tall Blockwall (Add-On) | | 532.00 |
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| and the second section of the second | Maryan and Anna and A | |
| | | , |
| | Total | \$3,496.00 |

Thank You!

PROPOSAL SUBMITTED TO:



WORK TO BE PERFORMED AT:

627 North 2330 East St. George, UT 84790

| NAME: | ADDRESS: 2583 Sycamore Washington Witch 84780 DATE OF PLANS: |
|--|---|
| ADDRESS: 1682 CURINISTE | 1.108 1. 10 c. A 200 A 14 847811 |
| ADDRESS: 2583 Sycamore Washington Utal 8480 | DATE OF PLANS: |
| PHONE NO: | |
| | L |
| We hereby propose to furnish materials and perform the labor | necessary for the completion of: |
| 51 Lineal Feet SIN FOOT To | 1 Blodewall 1938.00 |
| 1 Linear Feet Six Foot Tal | Privacywall 266.00 |
| 20 Lineal Feet Six Foot tal | UBWalausall 760.00 |
| | |
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| | |
| | |
| | Total Cost: 2964.00 |
| All material is guaranteed to be as specified, and the above wor | k to be performed in accordance with the drawings and specifica- |
| tions submitted for above work, and completed in a substantial | workmanlike manner. |
| | SYSTEM AROUND BLOCK WALL AREA OR HAUL AWAY EXCESS IVATING FOOTINGS |
| · · · · · · · · · · · · · · · · · · · | |
| UPON COMPLETION R | espectfully submitted : Www. Leauts |
| Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will | Date: May N, 2018 |
| become an extra charge over and above the estimate. All agree- | Note - This proposal may be withdrawn |
| ments contingent upon strikes, accidents, or delays beyond our control. | by us if not accepted within 30 days. |
| | |
| | OF PROPOSAL y and are hereby accepted. You are authorized to do the work as |
| specified. Payments will be made as outlined above. | y and are noticely according. The are additionated to do the work as |
| VISA - Mastercard - Discover - American Expres | s Signature: |
| accepted with an additional charge of 3.53% | Date: |
| - | |

Invoice



627 North 2330 East St. George, UT 84790 Tax ID #73-1716400 435-668-4112

Bill To:

Mr & Mrs Owen 2583 Sycamore Circle Washington Utah 84780

| Date | Invoice # |
|-------------|-----------|
| Jul 6, 2018 | 842 |

| Description | P.O.# | Amount |
|--|--|------------|
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| Southwall- 20 Lineal Six Foot Tall Blockwall | | 760,00 |
| Southwall Return-14 Lineal Feet Six Foot Tall Blockwall (Add-On) | · · | 532.00 |
| | | |
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| | | |
| and the second s | gg er eller mentmendelt, ment en entwenden belagt. | |
| | | |
| | Total | \$3,496.00 |

Thank You!

NAME:

PROPOSAL SUBMITTED TO:



WORK TO BE PERFORMED AT:

ADDRESS:

627 North 2330 East St. George, UT 84790

ADDRESS: PHONE NO: We hereby propose to furnish materials and perform the labor necessary for the completion of: Total Cost: 2964.00 All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work, and completed in a substantial workmanlike manner. NOT RESPONSIBLE TO REPLACE LANDSCAPE & SPRINKLER SYSTEM AROUND BLOCK WALL AREA OR HAUL AWAY EXCESS DIRT FROM EXCAVATING FOOTINGS Payments to be made as follows: Respectfully submitted: UPON COMPLETION Date: 1404 11, 2018 Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agree-Note - This proposal may be withdrawn ments contingent upon strikes, accidents, or delays beyond our by us if not accepted within 30 days. control ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. Signature: VISA - Mastercard - Discover - American Express accepted with an additional charge of 3.53% Date: ___

Recorded Electronically

ID 20180045178

County Kashindan

Date 11/4[18 Time 3:07

Elmplifile:cem_800.460.5657

Sunroc Corporation PO Box 778 Orem, UT 84059 801-802-6900

NOTICE OF MECHANIC'S LIEN

Notice is hereby given that Sunroc Corporation (hereinafter referred to as "Claimant") located at 730 N 1500 W, Orem, Utah (84057), and whose telephone number is 801-802-6900, hereby claims and holds a mechanic's lien pursuant to Section 38-1a-101 et. seq., Utah Code Annotated (1953, as amended) upon the property described hereinafter. Claimant's lien is based upon the following:

1. The Claimant provided labor, materials, and/or equipment upon and in connection with the improvement of certain realty located at Washington City, Washington County, State of Utah, being more particularly described as follows:

SERIAL (Parcel) No.:

W-DCLE-21

Legal Description:

Subdivision: DIXIE COUNTRY LANE EST (W) Lot: 21

- 2. To the best of Claimant's knowledge, OWEN NATHAN & REBECCA, whose address is 2583 S SYCAMORE CIR, WASHINGTON, UT 84780, is the record owner and/or the reputed owner of the real property described above.
- 3. There is due and owing to Claimant the sum of \$1,638.13 for the labor, materials, and/or equipment it provided together with interest, costs and attorney's fees. Claimant hereby demands payment in full of the total amount due.
- 4. The labor, materials, and/or equipment for which demand and claim are made were provided to or at the request of Dennnis Leavitt & Son Masonry. Whose customer code is LEADS285.
- 5. The Claimant furnished the first labor, materials and/or equipment on June 20th, 2018 and furnished the last labor, materials and/or equipment, which pertain to this lien, on July 6th, 2018.

PROTECTION AGAINST LIENS AND CIVIL ACTION

NOTICE IS HEREBY PROVIDED, in accordance with Sections 38-1a-502 and 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.
 - (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/rlrf.

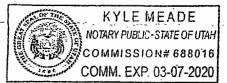
DATED this Friday, November 09, 2018.

Sunroc Corporation

By: <u>UMMA LONU</u>
DeAnna Leahy, Corporate Credit Manager

STATE OF UTAH COUNTY OF UTAH

On this Friday, November 09, 2018, before me personally appeared DeAnna Leahy, whose identity is personally known to or who proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that she is the Corporate Credit Manager for Sunroc Corporation and that the foregoing document was signed by her on behalf of that company for the document's stated purpose.



NOTARY PUBLIC

CERTIFICATE OF MAILING

I hereby certify that on this Friday, November 09, 2018, I caused a copy of the foregoing Notice of Mechanic's Lien to be sent by certified mail to the following:

OWEN NATHAN & REBECCA 2583 S SYCAMORE CIR WASHINGTON, UT 84780 /s/ Kyle Meade
An employee of Sunroc Corporation

Application Report

Homeowner Application

Property ID: DENPIT010

February 4, 2019

Application Examined by: Kevin Westwood

Homeowner: Tyson Pitcher

Homeowners' Attorney:

Original Contractor: Dennis Leavitt & Son Masonry Inc

License Number: 5740292-5501

Type: Licensed Contractor

License Issuance Date:

09/30/2004

License End Date:

11/30/2019

Comments:

Attorney:

Albertaet and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

Was Original Contractor Licensed on contract date? Yes

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B). However, in this matter, the original contractor was licensed at the time of the entry of the contract.

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Canceled Checks

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2). Additionally, the applicant provided a copy of the canceled check.

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

Date: 12/03/2018 Receipt Number: 7602461 Amount Pald: \$30.00

State of Utah Division of Occupational & Professional Licensing

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application

| To Dillo | |
|---|---|
| Name: Tyson Pitcher | |
| Address of Property against which Lien was filed: 258: | |
| City: Washington State: U | T Zip: <u>84780</u> |
| Telephone: (801) 859-2725 Ema | il: tyspitcheregmail.com |
| Is the address listed above the same as your mailing addre | ss? Yes No |
| If "no," please provide your complete mailing address: | |
| Checkli \$30 non-refundable application fee Original Affidavit of Compliance Attach a list of all known subcontractors and Acopy of this checklist Certificate of Service proving that you sent a by certified mail/return receipt requested, to al you contracted. | St DEC 0 3 2018 IN GEORGE UPATIONAL ESSIONAL LICENSING copy of this application and all attachments |
| Submit the above items to one of the following: | • |
| DOPL / LRF | |
| By U.S. Mail PO Box 1467 | 41 |

| | DOPL / LRF | | |
|---------------------------|---------------------------------|---|--|
| By U.S. Mail | PO Box 146741 | | |
| | Salt Lake City, Utah 84114-6741 | | |
| | 160 East 300 South | : | |
| In Person or Express Mail | 1st Floor | | |

Salt Lake City, Utah 84111

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (Utah only) or E-mail: anaegelin@utah.gov

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Tyson Pitcher (Homeowners' Name) Located at 2582 S. Sycamore Cir. City Washington Zip 84780 Tax Parcel Number W-DCLE - 20 | AFFIDAVIT OF COMPLIANCE | | | | |
|---|--|--|--|--|--|
| I, Tyson Pitcher | being first duly sworn state as follows: | | | | |
| 1. The information contained in this application | and the supporting documents are true and correct aently submitted in conjunction with this application | | | | |
| 2. I understand that it is my responsibility to reamy application for Certificate of Compliance. | ad and understand all statues and rules pertaining to | | | | |
| | 3. I entered into an oral or written contract on <u>05 / 24 / 18</u> for service, labor, or materials with: <u>Denni's Leavitt & Son Masonry Inc., 627 N. 2330 East St., St. George, UT 84790</u> and the general contract, including all changes and additions, totaled: \$ 3, 230.00 | | | | |
| 4. The following entities have demanded paymer general contract: (attach separate sheet if need Sunroc Corporation, P.O. Box 778, | | | | | |
| 5. The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living | | | | |
| | t or lessee as a primary or secondary residence and ate of the completion of the construction on the | | | | |
| Signature of Affiant | 11 / 28 / 18 Date | | | | |
| Subscribed and sworn to before me this NOTARY PUBLIC | lay of November 2018 | | | | |
| AUNDOFA PHILLIPS | ignature of Notary Public 9 | | | | |

| 2582 S. Sycamore Cir. | |
|--|--|
| Washington, UT 84780 Iomeowner's City, Slate, & Zip | |
| (801) 859 - 2725 | |
| Iomeowner's Telephone Number | |
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | |
| 7 2 . | |
| Lyson Pitcher | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| v | |
| Dennis Leavitt | |
| Original Contractor | |
| | |
| ţ | |
| | |
| I hereby certify that on the 28 day of | November 2018 I served |
| I hereby certify that on the day of day of | November 2018, I served (month) (year) |
| CERTIFICATE OF COMPLIANCE APPLICATIO | N to <u>Dennis Leavitt</u> (original contractor's name) |
| CERTIFICATE OF COMPLIANCE APPLICATIO | N to <u>Dennis Leavitt</u> (original contractor's name) |
| or services provided on property owned by Tyson | N to <u>Dennis Leavitt</u> (original contractor's name) Pitcher , by depositing a copy |
| or services provided on property owned by Tyson on the U.S. mail, return receipt requested, postage pre | N to <u>Dennis Leavitt</u> (original contractor's name) Pitcher , by depositing a copy |
| or services provided on property owned by Tyson n the U.S. mail, return receipt requested, postage pre | Pitcher, by depositing a copy -paid, addressed to: |
| in the U.S. mail, return receipt requested, postage pre | Pitcher, by depositing a copy -paid, addressed to: |
| CERTIFICATE OF COMPLIANCE APPLICATION or services provided on property owned by Tyson in the U.S. mail, return receipt requested, postage pre Dennis Leavitt original contractor's name 627 N. 2330 East, St. George, UT 8 original contractor's address, city, state, & zip) 00001 3076 2 | Pitcher, by depositing a copy -paid, addressed to: 4790 459 Sunroc 7018 0680 0001 3076 2142 Demnis l |
| CERTIFICATE OF COMPLIANCE APPLICATION or services provided on property owned by Tyson in the U.S. mail, return receipt requested, postage pre Dennis Leavitt original contractor's name 627 N. 2330 East, St. George, UT 8 original contractor's address, city, state, & zip) 00001 3076 2 | Pitcher, by depositing a copy -paid, addressed to: 4790 459 Sunroc 7018 0680 0001 3076 2142 Demnis l |
| in the U.S. mail, return receipt requested, postage pre Dennis Leavitt original contractor's name) 627 N. 2330 East, St. George, UT 8 original contractor's address, city, state, & zip) certified mail #: 7018 0680 0001 3076 2 95 90 940 Certified mail return receipt numbers: 9590 940 | Pitcher, by depositing a copy -paid, addressed to: 4790 459 Sunroc/7018 0680 0001 3076 2142 Dunnis 1 2 3602 7305 9070 73 - Sunroc Corp 2 3602 7305 9070 80 - Dennis Leav |
| CERTIFICATE OF COMPLIANCE APPLICATION for services provided on property owned by Tyson in the U.S. mail, return receipt requested, postage pre- Denni's Leavitt original contractor's name) 627 N. 2330 East, St. George, UT 8 original contractor's address, city, state, & zip) Certified mail #: 7018 0680 0001 3076 2 95 90 940 Certified mail return receipt numbers: 9590 940 (mumber for original | Pitcher, by depositing a copy -paid, addressed to: 4790 459 Sunroc/7018 0680 0001 3076 2142 Dunnis 1 2 3602 7305 9070 73 - Sunroc Corp 2 3602 7305 9070 80 - Dennis Leav |
| CERTIFICATE OF COMPLIANCE APPLICATION for services provided on property owned by Tyson in the U.S. mail, return receipt requested, postage pre- Denni's Leavitt original contractor's name) 627 N. 2330 East, St. George, UT 8 original contractor's address, city, state, & zip) Certified mail #: 7018 0680 0001 3076 2 95 90 940 Certified mail return receipt numbers: 9590 940 (mumber for original | Pitcher , by depositing a copy -paid, addressed to: 4790 4790 459 Sunroc/7018 0680 0001 3076 2142 Dennis le 2 3602 7305 9070 73 - Sunroc Corpe 2 3602 7305 9070 80 - Dennis Leav contractor) |
| Tyson in the U.S. mail, return receipt requested, postage pre Dennis Leavitt original contractor's name) 627 N. 2330 East, St. George, UT 8 original contractor's address, city, state, & zip) certified mail #: 7018 0680 0001 3076 2 95 90 940 Certified mail return receipt numbers: 9590 940 | Pitcher, by depositing a copy -paid, addressed to: 4790 459 Sunroc/7018 0680 0001 3076 2142 Dunnis 1 2 3602 7305 9070 73 - Sunroc Corp 2 3602 7305 9070 80 - Dennis Leav |

List of all known subcontractors and suppliers

Original Contractor:

Dennis Leavitt and Son Masonry Inc.

627 N. 2330 E.

St. George, UT 84790

435-668-4112

Material Supplier:

Sunroc Corporation

P.O. Box 778

Orem, UT 84059

801-802-6900

P.O. Box 146741

Salt Lake City, UT 84114

RE: Certificate of Compliance – additional information

To Whom It May Concern:

The purpose of this letter is to provide additional information regarding this incident that may be necessary in releasing the lien on my property. It is important to note that the original contractor, Dennis Leavitt (Dennis Leavitt & Son Masonry, Inc.), fraudulently signed my signature on a "Joint Check Agreement" with Sunroc Corporation, who was the material provider on my project. I did not sign that contract, and I was not aware of the Joint Check Agreement that Mr. Leavitt had with Sunroc Corporation at the time that I made payment directly to Mr. Leavitt's business.

I have filed a police report with Washington City Police and I have provided evidence to the police department regarding the incident. The case number is 18Z008388 and the investigating officer is Officer Dove. The phone number for Washington PD dispatch is (435) 634-5730. The last time I spoke with Off. Dove was Wednesday, November 21st. The officer informed me that he had made multiple attempts to contact Mr. Leavitt regarding the matter and Mr. Leavitt has not returned any calls to the police officer that I am aware of to date.

I am happy to answer any other questions or provide any additional documentation regarding this matter.

Sincerely,

Tyson Pitcher (property owner)

(801) 859-2725 cell

Invoice



627 North 2330 East St. George, UT 84790 Tax ID #73-1716400 435-668-4112

Bill To:

Mr & Mrs Pitcher 2582 Sycamore Circle Washington Utah 84780

| Date | Invoice # |
|-------------|-----------|
| Jul 6, 2018 | 843 |

| Description | P. O. # | Amount |
|--|---------|------------|
| Westwall-51 Lineal Feet Six Foot Tall Blockwall | | 1,938.00 |
| Eastwall-20 Lineal Feet Six Foot Tall Blockwall | | 760.00 |
| Eastwall Return-14 Lineal Feet Six Foot Tall Blockwall | | 532.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | : | |
| · | | |
| | Total | \$3,230.00 |

Thank You!

Options

Details

Category:

Check O

Online Description:

Draft 1162 8 ...

Description:

Draft 1162

Date:

7/12/2018

Type:

Debit - Check 1162

JUL 12 Draft 1162 2018 Check

Details

Category: Check O

Online Description:

Draft 1162 /

Description:

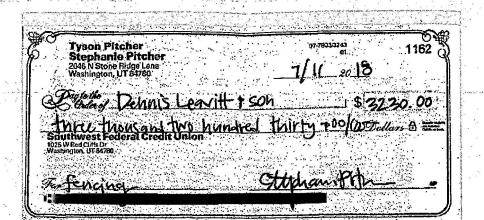
Draft 1162

Date:

7/12/2018

Type:

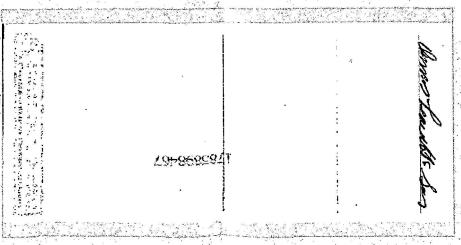
Debit - Check 1162



1 of 2

- \$3,230.00 \$9,770.00

Options



WHEN RECORDED MAIL TO: SUNROC CORPORATION P.O. BOX 778 **OREM, UTAH 84059** (801) 802-6900

| Recorded | Electronically |
|---------------|----------------------|
| County Was | |
| Date 11/19/18 | Time <u>10:22_Am</u> |
| anniama.co | 111 000:400:909/ |

PARCEL NUMBER: W-DCLE-20

NOTICE OF AMENDMENT TO MECHANIC'S LIEN

Notice is hereby given that Sunroc Corporation (hereinafter referred to as "Claimant") of Orem, Utah, hereby claims a lien pursuant to Section 38-1-1 et. seq., Utah Code Annotated (1953, as amended) upon the property described hereinafter, Claimant's lien is based upon the following:

1. The Claimant provided materials upon and in connection with the improvement of certain realty in Washington, Washington County, State of Utah, being more particularly described as follows:

Subdivision: Dixie Country Lane Est (W) Lot: 20

Together with all Appurtenances and Improvements thereunto belonging and being subject to Easements, Rights of Way, and Restrictions of Record and those enforceable in law and equity.

- 2. To the best of Claimant's knowledge Pitcher Tyson & Stephanie, whose address is 2582 S Sycamore Cir. Washington, UT 84780, is/are the reputed owners of the property described above.
- 3. There is due and owing to Claimant the sum of One Thousand Six Hundred Thirty-Eight Dollars and 13/100 Cents (\$1,638.13) for the materials it provided together with interest, costs and attorney's fees. Claimant hereby demands payment of said total amount.
- The materials for which demand and claim is made were provided to or at the request of Dennis Leavitt & Son Masonry. Our customer code LEADS285.
- 5. The Claimant furnished the first material on June 20th, 2018, and furnished the last materials on July 6th, 2018.
- This Notice is to Amend a Mechanic's Lien previously Recorded in the Office of the Washington County Recorder on November 6th, 2018 at 3:27 PM as Entry number 20180044611.

Dated this Friday, November 16, 2018

Sunroc Corporation

DeAnna Leahy, Corporate Credit Manager

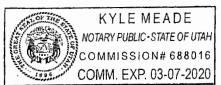
PROTECTION AGAINST LIENS AND CIVIL ACTION

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."
- (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/rlrf.

| STATE OF UTAH |) |
|----------------|------|
| |)ss. |
| COUNTY OF UTAH |) |

On this Friday, November 16, 2018, personally appeared before me DeAnna Leahy, whose identity is personally known to me and who by me duly sworn (or affirmed), did say that she is the Corporate Credit Manager of Sunroc Corporation, and that said document was signed by her in behalf of said corporation by authority of a Resolution of its Board of Directors, and said DeAnna Leahy acknowledged to me that said corporation executed the same.



NOTARY PUBLIC

My Commission Expires: 3/7/2020

Residing At:

Orm

Application Report

Homeowner Application

Property ID: DENPRA010

February 4, 2019

Application Examined by: Kevin Westwood

Homeowner: Kyle & Morgan Pratt

Homeowners' Attorney:

Original Contractor: Dennis Leavitt & Son Masonry Inc

License Number: 5740292-5501

Type: Licensed Contractor

License Issuance Date:

09/30/2004

License End Date:

11/30/2019

Comments:

Attorney:

Albertreet and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

Was Original Contractor Licensed on contract date? Yes

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B). However, in this matter, the original contractor was licensed at the time of the entry of the contract.

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Other

Property ID: DENPRA010

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2). Applicant provided an invoice with "paid in full" signed by Contractor.

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

7

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

| Certificate of Compliance Affidavit of Compliance Application | |
|---|----|
| Name: Kyle Pratt & Morgan Pratt | |
| Address of Property against which Lien was filed: 2569 5. Sy Clembre Circle | le |
| City: Washinston State: Ut zip: 84780 | |
| Telephone: (435) 849-5515 Email: pratt. Kyle 556 sman 1- Cor | ~ |
| Is the address listed above the same as your mailing address? Yes No | |
| If "no," please provide your complete mailing address: | |
| | |
| Tax Parcel Number (found on your annual property tax notice): W-DCLE-JJ | |
| Checklist | |
| \$30 non-refundable application fee | |
| ☑ Original Affidavit of Compliance ☑ Attach a list of all known subcontractors and suppliers | |
| Acopy of this checklist | |
| Certificate of Service proving that you sent a copy of this application and all attachment | ts |
| by certified mail/return receipt requested, to all lien claimants and the party with whom | |
| you contracted. | |
| Submit the above items to one of the following: | |
| DOPL / LRF | |
| By U.S. Mail PO Box 146741 | |
| Salt Lake City, Utah 84114-6741 | |
| 160 East 300 South | |

| | DOPL / LRF |
|---------------------------|---------------------------------|
| 25 000 1.2022 | PO Box 146741 |
| | Salt Lake City, Utah 84114-6741 |
| | 160 East 300 South |
| In Person or Express Mail | 1st Floor |
| | Salt Lake City, Utah 84111 |

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (*Utah only*) or E-mail: <u>anaegelin@utah.gov</u>

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

| FO TH Loc Cit | THE MATTER OF THE APPLICATION R A CERTIFICATE OF COMPLIANCE ON E RESIDENCE OF Y 1 e & Mosson Prut (Homeowners' Name) Cated at 2569 S. Sycamore Ci. y Washinston Zip 84190 C Parcel Number | AFFIDAVIT OF COMPLIANCE |
|------------------------|--|---|
| _ | | |
| I, _ | Kyle Pratt, | being first duly sworn state as follows: |
| 1. | , | and the supporting documents are true and correct ently submitted in conjunction with this application |
| 2. | I understand that it is my responsibility to reamy application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. | I entered into an oral or written contract on <u>O</u> <u>Dennis</u> <u>Leavi H & Sous Mos</u> and the general contract, including all changes | 1/06/18 for service, labor, or materials with: ONCY TUC. and additions, totaled: \$2,660.00 |
| 4. | The following entities have demanded paymer general contract: (attach separate sheet if need Sumri) | nt for service, labor or materials associated with the ded) |
| 5. | The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| 6. | | t or lessee as a primary or secondary residence and the of the completion of the construction on the Date |
| | Subscribed and sworn to before me this 21 d | ay of November, 2018 |
| NT A I | (SEAL) RILEY VAN DEN AKKER NOTARY PUBLIC -STATE OF UTAH My Comm. Exp 7/14/2022Si Commission # 701148 | gnature of Notary Public |

DOPL-AP-096 REV 2018-06-05

| Kule Pratt | |
|---|--|
| Homeowner's Name 2569 S. Sucrembre Circle | |
| Homeowner's Address Washinston, Ut. 84180 | |
| Homeowner's City, State, & Zip 435 - 849 - 5515 | |
| Homeowner's Telephone Number | |
| • | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Kyle Pratt Homeowner's Name | CERTIFICATE OF SERVICE |
| Dennis Leavitt & Son Original Contractor | |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATIOn for services provided on property owned by Kyle | (month) (year) |
| in the U.S. mail, return receipt requested, postage pre | |
| Dennis Leguitt & Son | ومستعمد بالراهمية - المداعمين المداعم المحارث الماس ألمان الماع والمتعرف مداعم المداعم الماس الماس الماس الماس |
| Open S Leavitt & Sow (original contractor's name) (a) 7 N. 2330 E. St., St., (original contractor's address, city, state, & zip) | George, Utah 84790 |
| Certified mail return receipt numbers: 7018 0 | 1360 0001 0PG5 2863 (contractor) |
| DATED this day of November | , <u> </u> |
| _ | Signature Signature |

Kyle & Morgan Pratt

2569 S. Sycamore Circle

Washington, UT 84790

Contractor: Dennis Leavitt & Son Masonry Inc.

List of Suppliers:

Sunroc Corporation

P.O. Box 1955

Orem, UT 84059

Invoice



627 North 2330 East St. George, UT 84790 Tax ID #73-1716400 435-668-4112

Bill To:

Mr & Mrs Pratt 2569 Sycamore Circle Washington Utah 84780

| Date | Invoice # | l |
|-------------|-----------|---|
| July 6,2018 | 841 | ١ |

| Description | P. O. # | Amount |
|---|---------|----------------------------|
| Southwall-51 Lineal Feet Six Foot Tall Blockwall | | 1,938.00 |
| Southwall Return-15 Lineal Feet Six Foot Tall Blockwall | | 570.00 |
| Northwall Return-4 Lineal Feet Six Foot Tall Blockwall | | 152.00 |
| | | |
| | | |
| • | ļ | |
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| | · | |
| | | يعمد مستور يا يعمد مستور ا |
| . , | | |
| | | |
| | Total | \$2,660.00 |

Thank You!

Paid in Full 7-14-2018 Ums Leavett

Date: 11/29/2018 Receipt Number 7594912 Amount Pale: 530.00

Recorded Electronically

1D 20180045174

County Washington

Date 11/4/18 Time 3:07

Simplifile.com 800.460.5657

Sunroc Corporation PO Box 778 Orem, UT 84059 801-802-6900

NOTICE OF MECHANIC'S LIEN

Notice is hereby given that Sunroc Corporation (hereinafter referred to as "Claimant") located at 730-N-1500-W. Orem, Utah (84057), and whose telephone number is 801-802-6900, hereby claims and holds a mechanic's lien pursuant to Section 38-1a-101 et. seq., Utah Code Annotated (1953, as amended) upon the property described hereinafter. Claimant's lien is based upon the following:

1. The Claimant provided labor, materials, and/or equipment upon and in connection with the improvement of certain realty located at Washington City, Washington County, State of Utah, being more particularly described as follows:

SERIAL (Parcel) No.:

W-DCLE-22

Legal Description:

Subdivision: DIXIE COUNTRY LANE EST (W) Lot: 22

- 2. To the best of Claimant's knowledge, PRATT KYLE & MORGAN, whose address is 2569 S SYCAMORE CIR, WASHINGTON, UT 84780, is the record owner and/or the reputed owner of the real property described above.
- 3. There is due and owing to Claimant the sum of \$1,638.13 for the labor, materials, and/or equipment it provided together with interest, costs and attorney's fees. Claimant hereby demands payment in full of the total amount due.
- 4. The labor, materials, and/or equipment for which demand and claim are made were provided to or at the request of Demmis Leavitt & Son Masonry. Whose customer code is LEADS285.
- 5. The Claimant furnished the first labor, materials and/or equipment on June 20th, 2018 and furnished the last labor, materials and/or equipment, which pertain to this lien, on July 6th, 2018.

RECEIVED
NOV 2 9 2018

PROTECTION AGAINST LIENS AND CIVIL ACTION

NOTICE IS HEREBY PROVIDED, in accordance with Sections 38-1a-502 and 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.
 - (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/rlrf.

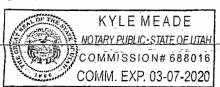
DATED this Friday, November 09, 2018.

Sunroc Corporation

By: DeAnna Leahy, Corporate Credit Manager

STATE OF UTAH COUNTY OF UTAH

On this Friday, November 09, 2018, before me personally appeared DeAnna Leahy, whose identity is personally known to or who proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that she is the Corporate Credit Manager for Sunroc Corporation and that the foregoing document was signed by her on behalf of that company for the document's stated purpose.



NOTARY PUBLIC

CERTIFICATE OF MAILING

I hereby certify that on this Friday, November 09, 2018, I caused a copy of the foregoing **Notice** of **Mechanic's Lien** to be sent by certified mail to the following:

PRATT KYLE & MORGAN 2569 S SYCAMORE CIR WASHINGTON, UT 84780 /s/ Kyle Meade
An employee of Sunroc Corporation



November 15, 2018

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

Kyle & Morgan Pratt 2569 S sycamore Cir Washington, UT 84780

Re: Mechanic's Lien

Kyle & Morgan Pratt:

We supplied materials to Dennis Leavitt & Son Masonry for use on your property in the amount of \$1,638.13. Materials were supplied on that project starting on June 20th, 2018. We appreciate the opportunity we have had to supply materials and to you.

In order to protect our interest, we have recorded a mechanic's lien on this project. A copy is enclosed for your reference. We will be happy to release this lien upon receipt of payment for the services provided plus interest and filing fees.

If you have any questions, please call me at (801) 802-6928.

Sincerely;

DeAnna Leahy

Corporate Credit Manager

Enclosure

Application Report

Homeowner Application

Property ID: MARPIT010

February 4, 2019

Application Examined by: Kevin Westwood

Homeowner: Jonathan Robert Pitt

Homeowners' Attorney:

Original Contractor: MVP Concrete

License Number: 10716404-5501

Type: Licensed Contractor

License Issuance Date: 05/0

05/08/2018

License End Date:

11/30/2019

Comments:

Attorney:

Albetract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance based upon affidavit pursuant to Utah Code Ann 38-11-110(1)(a)(ii) that the amount of the general contract under which the subcontractor provides service, labor, or materials totals no more than \$5,000. As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Factual Review and Analysis

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

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The contract may be written or oral.

Was Original Contractor Licensed on contract date? Yes

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The howeowner may seek relief regardless of licensure under Utah Code Ann 38-11-107(1)(b)(ii)(B). However, in this matter, the original contractor was licensed at the time of the entry of the contract.

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

Evidence of full payment:

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). No dispute has been received by the Division concerning the owner's affidavit pursuant to Utah Code 38-11-110(2).

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary or secondary owner-occupied residence.

RECEIVED Receipt Number: 7592304

Amount Paid:

NOV 28 2018

DIVISION OF OCCUPATION AL State of Utah and

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application

| Name: JONATHAN ROBERT | PITT | | |
|--|--|-------------|--|
| Address of Property against which Lien w | vas filed: 404 SOUTH 720 EAST | - | |
| City: AMERICAN FORK | State: <u>UTAH</u> Zip: <u>84003</u> | v v v. | |
| Telephone: (619) 873 - 7947 | Email: JONATHANRPITT @ 6MAI | L.COM | |
| Is the address listed above the same as you | ur mailing address? Yes No | | |
| If "no," please provide your complete mai | iling address: | | |
| | · · · · · · · · · · · · · · · · · · · | _ | |
| Tax Parcel Number (found on your annua | al property tax notice): 66:583:0119 | - Dr. | |
| Checklist Solution of this checklist A copy of this checklist Certificate of Service proving that you sent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom you contracted. Checklist Checklist Coriginal Affidavit of Compliance A copy of this checklist Certificate of Service proving that you sent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom you contracted. | | | |
| Submit the above items to one of the fo | ollowing: | | |
| By U.S. Mail | DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741 | · . | |
| In Parson or Evnross Mail | 160 East 300 South | | |

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (Utah only) or E-mail: anaegelin@utah.gov

Salt Lake City, Utah 84111

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

| | Except Similar of Similar |
|---|---|
| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF JONATHAN ROBERT PITT (Homeowners' Name) Located at 404 SOUTH 720 EAST City AMERICAN FORK Zip 84003 Tax Parcel Number | AFFIDAVIT OF COMPLIANCE |
| I, JONATHAN ROBERT PITT , | heing first duly sworn state as fallows |
| i, John Chill Copper (III) | being first duly sworn state as follows: |
| | and the supporting documents are true and correct uently submitted in conjunction with this application |
| I understand that it is my responsibility to rea my application for Certificate of Compliance. | ad and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on oral MARYIN CHRISTOPHER TAUKEIAHO and the general contract, including all changes | AKA MVP CONCRETE LICENSE # 10716404-550 |
| 4. The following entities have demanded paymer general contract: (attach separate sheet if need 6ENEVA ROCK | nt for service, labor or materials associated with the ded) |
| | |
| 5. The residence is a single family dwelling or du units. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| was occupied within 180 days from the day residence. See Utah Code § 38-11-102(18). | at or lessee as a primary or secondary residence and late of the completion of the construction on the |
| Signature of Affiant | Date |
| Subscribed and sworn to before me this 23rd d | lay of November, 2918 |

CARLOS MORALES MOTARY PUBLIC -STATE OF UTAM My Comm. Exp 11/14/2020 Commission # 692102

4 = 70 a.

DOPL-AP-096 REV 20

List of Subcontractors and Suppliers

- 1) Geneva Rock
 - a. Concrete Supplier
- 2) Joseph Ayns aka Vuu Homes
 - a. Project Foreman
 - b. Believed to be subcontractor
 - c. According to the lien served from Geneva Rock, he requested the concrete

| JONATHAN ROBERT PITT Homeowner's Name | |
|--|---|
| 404 SOUTH 720 EAST Homeowner's Address | |
| AMERICAN FORK, UT 84003 Homeowner's City, State, & Zip | . / |
| (619) 873 - 7947 | |
| Homeowner's Telephone Number | • |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| JONATHAN ROBERT PITT | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| v | <i>'</i> |
| MARYIN CHRISTOPHER TAUKELAHO | (|
| Original Contractor DBA MVP CONCRETE | |
| PAP COMME | |
| | |
| I hereby certify that on the 26 day of | NOVEMBER 2018 I served |
| I hereby certify that on the day of day of date) | |
| a CERTIFICATE OF COMPLIANCE APPLICATION | (original contractor's name) |
| for services provided on property owned by JONATHI | N ROBERT PITT, by depositing a copy |
| in the U.S. mail, return receipt requested, postage pre | -paid, addressed to: |
| AAADULA CURRETORUER TAURELALIN | |
| MARVIN CHRISTOPHER TAYKEIAHO (original contractor's name) | |
| | ST VALLEY, UT 84120 |
| (original contractor's address, city, state, & zip) | |
| Certified mail return receipt numbers: 7018 (number for original | 0360 6001 3264 9570 |
| DATEDALIS 76 JOHN S NOVEMBER | 2018 |
| DATED this 76 day of NOVEMBER (month) | (year) |
| | //A-R? |
| | Signature |

DOPL-AP-096 REV 2018-06-05

| JONATHAN ROBERT PITT | | | |
|--|------------------------|--|--|
| Homeowner's Name 404 SOUTH 720 EAST | | | |
| Homeowner's Address | | | |
| AMERICAN FORK, UT 84003 | | | |
| Homeowner's City, State, & Zip | | | |
| (619) 873 - 7947 | | | |
| Homeowner's Telephone Number | | | |
| | | | |
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | | | |
| JONATHAN ROBERT PITT | CERTIFICATE OF SERVICE | | |
| · | CERTIFICATE OF DERVICE | | |
| Homeowner's Name | | | |
| v | | | |
| | | | |
| MARVIN CHRISTOPHER TAUKEIAHO | | | |
| Original Contractor DBA: MVP CONCRETE | | | |
| | | | |
| · | | | |
| I hereby certify that on the 26 day of NOVEMBER ZOLY, I served (date) (month) (year) a CERTIFICATE OF COMPLIANCE APPLICATION to 6 (original contractor's name) for services provided on property owned by 10NATHAN ROBERT PITT, by depositing a copy | | | |
| in the U.S. mail, return receipt requested, postage pre- | -paid, addressed to: | | |
| GENEVA ROCK | | | |
| (original contractor's name) | | | |
| P.O. BOX 571618 SALT LAKE CI | TY . UT 84157 | | |
| (original contractor's address, city, state, & zip) | | | |
| | | | |
| Certified mail return receipt numbers: 7018 | 0360 0001 3264 9556 | | |
| (number for original | | | |
| | | | |
| DATED this 26 day of NOVEMBER | , 2018 | | |
| (date) (month) | (year) | | |
| | 148t=> | | |
| the standard was done in the standard of the s | romotoreo | | |

Application Report

Homeowner Application

February 4, 2019 Property ID: TAIHER001

Application Examined by: Kevin Westwood

Homeowner: Diana Hernandez

Homeowners' Attorney: Pam Brunson

Original Contractor: Tailor Built Homes

License Number: 8954717-5501

Type: Licensed Contractor License Issuance Date: 03/18/2014

License End Date: 11/30/2019

Comments:

Attorney:

Albetract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of complance pursuant to Utah Code Ann 38-11-204(4). As a result, the Division recommends APPROVAL of the issuance of a certificate of compliance.

Ractual Review and Avial

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

The howeowner provided a copy of a written contract signed by the parties.

Was Original Contractor Licensed on contract date? Yes

The original contractor was licensed as a contractor at the time of the entry of the contract.

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: HUD-1 Settlement Statement

The contractor was paid in full pursuant to the terms of the parties's agreement.

Does residence qualify as "owner-occupied"? Yes

The homeowner provided affidavit which evidences that the property is the primary owner-opccupied residence of the howeowners.

APPLICATION FOR CERTIFICATE OF COMPLIANCE

| Applican | it: | | | | | | | |
|------------|--------------------|--|-------------|------------|----------------|----------------|----------------|--------|
| Name: | Diana Hernandez | | | | | | | |
| Address o | of Property agai | nst which Lien wa | as filed: _ | 483 Sou | uth Parkview [| Drive | | |
| City: | North Salt Lake | | State: | Utah | Zip: | 84054 | | |
| Telephone | e: (<u>801</u>) | 390-0870 | | Email: _ | dhernandezsi | ockmann@gma | ail.com | |
| Is the add | ress listed abov | e the same as you | r mailing a | address? | X | Yes | No | |
| If "no," p | lease provide yo | our complete mail | ing addres | 38: | | | | |
| | | | | | | | | |
| Tax Parce | el Number (foun | d on your annual | property i | tax notice | e):01-473- | 0322 | | |
| | | Lot Number (four The. Cont. 0.16000 | | Notice of | Lien): | All of Lot 322 | , Views at Eag | lewood |
| | | | | | | | | |
| | | Other Represen | | | | | | |
| Name: | Pam Brunson | | | | | | | |
| Firm: | | | | | | | | |
| Address: | 10 Exchange I | Place, 11th Floor | | | | | | |
| City: | Salt Lake City | | State: | Utah | Zip: _ | 84111 | | |
| Telephone | e: <u>(</u> 801)_ | 510-9695 | | Email: | pbrur | son@scmlaw.c | com | |

Original Contractor/Factory Built Housing Retailer/Real Estate Developer: Company Name: ___ Tailor Built Homes, LLC Address: 4505 South Wasatch Blvd., Ste. 130 City: Salt Lake City State: Utah Zip: 84124 Telephone: (801) Email: Original Contractor/Factory Built Housing Retailer/Real Estate Developer's Attorney (if applicable): Name: none yet City: _____ State: ____ Zip: _____ Telephone: () Email: Mechanics' Lien Holders: Attach a copy of all notice of liens filed on your property. List all companies or individuals who have filed a mechanics' lien on your residence. BMC West, LLC - recorded 09/12/18 and 07/31/18 Company or Individual Name: BMC West, LLC - recorded Lis Pendens 9/28/18 Company or Individual Name: Parry Plumbing, LLC - recorded Notice of Interest 8/30/18 Company or Individual Name: Premier Building Supply LLC - recorded 08/30/18 Company or Individual Name: Dudley Concrete Pumping Inc. - recorded 07/10/18 Company or Individual Name: *Note you are required to send a copy of this application and all attachments by certified mail, return receipt requested, to all lien claimants and the party with whom you contracted

UTAH CODE ANN. § 38-1a-701(6)(e).

| Written Contract: | | | | |
|--|--|--|--|--|
| Did you enter into a written contract? Utah Code Ann. § 38-11-204(4)(a) | | | | |
| 凶 Yes. Attach a copy of the contract to this application | | | | |
| □ No. Explain: | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Required documentation of licensure or exemption from licensure: | | | | |
| Check which section best describes your situation & attach the supporting documentation: | | | | |
| ☐ Contracted with a licensed contractor - Utah Code Ann. § 38-11-204(4)(a)(i): ① Attach evidence your contractor was licensed | | | | |
| ☐ Contracted with an exempt contractor - <i>Utah Code Ann. § 38-11-204(4)(a)(i):</i> ① <u>Attach</u> evidence your contractor was exempt from licensure | | | | |
| □ Contracted with a real estate developer - Utah Code Ann. § 38-11-204(4)(a)(ii): □ Attach evidence the developer had ownership interest in the property ② Attach evidence the developer offered the residence for sale to the public ③ Attach a copy of the contract between the developer and a licensed contractor | | | | |
| Payment in Full: | | | | |
| Did you pay your original contractor in full according to the terms of the written contract and any modifications to that contract? <i>Utah Code Ann. § 38-11-204 (4)(b)</i> | | | | |
| 🗷 Yes. Attach documents demonstrating payment (ex: canceled checks, HUD settlement statement) | | | | |
| □ No. Explain: | | | | |
| | | | | |
| | | | | |
| | | | | |

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Diana Hernandez (Homeowners' Name) LOCATED AT 483 South Parkview Drive (Address, City. and State of the property) North Salt Lake, UT 84054 | AFFIDAVIT OF COMPLIANCE, CERTIFICATION, AND RELEASE OF INFORMATION |
|---|--|
| STATE OF UTAH) :ss. COUNTY OF DAVIS) | |
| , | peing first duly sworn state as follows: |
| 1. I am authorized to sign this affidavit for the | homeowner described and identified in this |

- I am authorized to sign this affidavit for the homeowner described and identified in this
 application.
- 2. The information contained in this application and the supporting documents are free from fraud, misrepresentation, or omission of material fact.
- 3. I will ensure that any information subsequently submitted to DOPL in conjunction with this application and/or its supporting documents will meet the same standard set forth apove.
- 4. I understand that homeowners and/or their representatives who report false information, withhold information, or present false or misleading documentation pertinent to an application in order to receive a Certificate of Compliance from the Lien Recovery Fund to which they are not entitled will be disqualified from receiving said Certificate and may be subject to both criminal prosecution and civil penalties.
- 5. I understand that this application will be classified as a public record and will be available for inspection by the public except with regard to the release of information which is classified as controlled, private, or protected under the Government Records Access and Management Act or restricted by other law.

| 6. | Type of Residence: (check the appropriate box) ☑ Detached single family dwelling ☐ Duplex (single building with two separ ☐ More than two living units in building | rate living units) |
|--------------------------------------|--|--|
| 7. | Date construction of the project was complete: (y ☐ Certificate of Occupancy ☒ Final Inspection ☐ No substantial work left to complete ☐ Original contractor was terminated | Ou must check one box & fill in date) Date |
| 8. | Date the residence was/will be occupied: (you mu. ☐ Do not intend to occupy ☐ Have occupied the residence since ☐ Will occupy the residence on | Date 07 / 10 / 18 Date/ |
| 9. | How the residence is/will be used: (check the appr Owner's primary residence Owner's secondary residence Tenant or Lessee's primary residence Tenant or Lessee's secondary residence Other (explain) | |
| specif applic Reside requir | by authorize all persons, institutions, governmental fically included in the preceding characterization, we ation, to release to the Division of Occupational and ence Lien Recovery Fund Advisory Board, any file ted for the Division of Occupational and Profession optication. | which are set forth directly or by reference in this d Professional Licensing, State of Utah or the s, records or information of any type reasonably |
| | | 10 / 30 / 18 |
| Signat | ture of Affiant (sign here) Diana Hernandez | Date |
| Subsc | ribed and sworn to before me this 30th day | of October , 2018 |
| (SEAI | L) Signature of | Notary Public |
| | | PAMELA T. BRUNSON Notary Public State of Utah My Commission Expires on: May 4, 2022 Comm. Number: 700118 |

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF | AFFIDAVIT OF COMPLIANCE, CERTIFICATION, AND RELEASE OF INFORMATION |
|--|---|
| LOCATED AT 483 South Parkview Drive (Address, City, and State of the property) North Salt Lake, UT 84054 | |
| TE OF UTAH) :ss. UNTY OF DAVIS) | |
| Diana Hernandez , bei | ing first duly sworn state as follows: |
| I am authorized to sign this affidavit for the ho application. | omeowner described and identified in this |
| The information contained in this application a misrepresentation, or omission of material factors. | and the supporting documents are free from fraud, |
| I will ensure that any information subsequently application and/or its supporting documents w | |
| | ON THE RESIDENCE OF Diana Hernandez (Homeowners' Name) LOCATED AT 483 South Parkview Drive (Address, City, and State of the property) North Salt Lake, UT 84054 TE OF UTAH SS. UNTY OF DAVIS Diana Hernandez Name of person completing application) I am authorized to sign this affidavit for the heapplication. The information contained in this application misrepresentation, or omission of material fact I will ensure that any information subsequently |

5. I understand that this application will be classified as a public record and will be available for inspection by the public except with regard to the release of information which is classified as controlled, private, or protected under the Government Records Access and Management Act or restricted by other law and public records.

will be disqualified from receiving said Certificate and may be subject to both criminal'

I understand that homeowners and/or their representatives who report false information, withhold information, or present false or misleading documentation pertinent to an application in order to receive a Certificate of Compliance from the Lien Recovery Fund to which they are not entitled

prosecution and civil penalties.

4.

| Diana Hernandez | |
|---|--|
| Homeowner's Name | _ |
| 483 South Parkview Drive | |
| Homeowner's Address North Salt Lake, UT 84054 | _ |
| Homeowner's City, State, & Zip | |
| 801-390-0870 | |
| Homeowner's Telephone Number | _ |
| | TIONAL AND PROFESSIONAL LICENSING MMERCE, STATE OF UTAH |
| DIANA HERNANDEZ | CERTIFICATE OF SERVICE |
| Homeowner's Name | |
| V | |
| TAILOR BUILT HOMES LLC | |
| TAILOR BOILT HOMES LLC | |
| Original Contractor | |
| | |
| | |
| 0 | |
| I hereby certify that on the day o | of November 2018, I served |
| CERTIFICATE OF COMPLIANCE APPLICATI | (month) (year) |
| CERTIFICATE OF COMPLIANCE APPLICATI | (original contractor's name) |
| or services provided on property owned byDiana | |
| | |
| n the U.S. mail, return receipt requested, postage pr | re-paid, addressed to: |
| | |
| Tailor Built Homes LLC | |
| priginal contractor's name) 4505 South Wasatch Blvd., Ste. 130, Salt Lake City, U | T 84124 |
| original contractor's address, city, state, & zip) | |
| | |
| | |
| Certified mail return receipt numbers: 7008 | 1930 0003 7805 8406 |
| (number for origin | ai contractor) |
| DATED this 20 day of Manage has | 2018 |
| DATED this day of | (vear) |
| | |
| | Lines T. Dunson |
| | Signature |

DOPL-AP-096 REV 2018-06-05

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Affidavit of Compliance Application

| Name: Diana Hernandez | | | | |
|--|--|------------------------|----------------|---|
| Address of Property against which Lien was filed: 483 South Parkview Dr. | | | | |
| City: North Salt Lake | State: UT | Zip: | 84054 | |
| Telephone: (801) 390-0870 | Email: | dhernandezstoc | kmann@gmail.co | m |
| Is the address listed above the same as yo | our mailing address? | X Yes | No | |
| If "no," please provide your complete ma | ailing address: | | | |
| | | | | |
| Tax Parcel Number (found on your annua | al property tax notic | e): <u>01-473-0322</u> | 2 | |
| | Checklist | | | |
| \$30 non-refundable application Original Affidavit of Complia Attach a list of all known subc A copy of this checklist Certificate of Service proving by certified mail/return receipt you contracted. | ance contractors and su that you sent a cop | oy of this appl | | |
| Submit the above items to one of the f | following: | | | |
| By U.S. Mail | DOPL / LRF PO Box 146741 Salt Lake City, U | Jtah 84114-67 | 41 | |
| In Person or Express Mail | 160 East 300 So | uth | | |

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (Utah only) or E-mail: anaegelin@utah.gov

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Diana Hernandez (Homeowners' Name) Located at 483 South Parkview Dr. City North Salt Lake, UT Zip 84054 Tax Parcel Number 01-473-0322 | AFFIDAVIT OF COMPLIANCE |
|--|--|
| I, Diana Hernandez , | being first duly sworn state as follows: |
| | and the supporting documents are true and correct tently submitted in conjunction with this application |
| 2. I understand that it is my responsibility to rea my application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on // Tailer Built Homes, LLC | /26/17 for service, labor, or materials with: |
| and the general contract, including all changes | and additions, totaled: \$ 505, 648.00 |
| 4. The following entities have demanded paymer general contract: (attach separate sheet if need | nt for service, labor or materials associated with the ded) |
| BMC West, LLC; Parry Plumbing LLC; Premier Buildin | ng Supply, LLC; Dudley Concrete Pumping Inc. |
| | |
| 5. The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| | t or lessee as a primary or secondary residence and ate of the completion of the construction on the |
| | 10 / 30 /_18 |
| Signature of Affiant Diana H | ernandez Date |
| Subscribed and swom to before me this 30 d | ay of October , 2018 P O T Blumpo |
| (SEAL) | guidare of Notary Public |
| PL-AP-096 REV 2018-06-05 | 9 |

PAMELA T. BRUNSON Notary Public State of Utah My Commission Expires on: May 4, 2022 Comm. Number: 700118

DOPL-AP-096 REV 2018-06-05

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl,utah.goy

Certificate of Compliance Affidavit of Compliance Application

| Name: Diana Hernandez | | | | | |
|---|--|-------------|--------------|-----------------|--|
| Address of Property against which Lien w | as filed: 483 | 3 South Par | kview Dr. | | |
| City: North Salt Lake | State: | UT | Zip: | 84054 | |
| Telephone: (801) 390-0870 | E | mail: dh | emandezstoci | cmann@gmail.com | |
| Is the address listed above the same as you | ur mailing ad | ldress? | Yes _ | No | |
| If "no," please provide your complete mai | ling address: | | | , | |
| Tax Parcel Number (found on your annua | l property ta | x notice): | 01-473-0322 | | |
| | Check | klist | | | |
| □ \$30 non-refundable application □ Original Affidavit of Complia □ Attach a list of all known subce □ A copy of this checklist □ Certificate of Service proving by certified mail/return receipt a you contracted. | nce ontractors : that you sen requested, to | t a copy | of this appl | | |
| Submit the above items to one of the fo | mownig. | | | | |
| | DOPL/LE | | | | |
| By U.S. Mail | PO Box 14 | | 84114-67 | 41 | |
| | 160 East 3 | | | | |
| In Person or Express Mail | 1st Floor | | | | |
| | Salt Lake | City, Uta | h 84111 | | |

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (Utah only) or E-mail: anaegelin@utah.gov

DOPL-AP-096 REV 2018-06-05



Diana Hernandez 483 South Parkview Drive North Salt Lake, Utah 84054 801-390-0870

| BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING DEPARTMENT OF COMMERCE, STATE OF UTAH | | | | |
|--|------------------------|--|--|--|
| DIANA HERNANDEZ, Plaintiff, | CERTIFICATE OF SERVICE | | | |
| vs. TAILOR BUILT HOMES LLC, | | | | |
| Defendant. | | | | |

I hereby certify that on the 2nd day of November, 2018, I served a CERTIFICATE OF COMPLIANCE APPLICATION to the following lien holders:

Certified mail return receipt numbers;

BMC West LLC P. O. Box 2158 Layton, Utah 84041

7008 1830 0003 7805 8390

Premier Building Supply, LLC 1060 South 500 East American Fork, Utah 84003 7008 1830 0003 7805 8413

Dudley Concrete Pumping, Inc. 712 South Auto Mall Drive American Fork, Utah 84003 7008 1830 0003 7805 8420

Parry Plumbing LLC 529 E. Fireice Rose Lane Sandy, UT 84070 7008 1830 0003 7805 8437

DATED this 2nd day of November, 2018.

For Brusson

SUBCONTRACTORS ON

DAVIS COUNTY PARCEL NO. 01-473-0322

Lighting Design

Brandon Parry (Parry Plumbing)

Milne Brothers Roofing LLC

Geneva Rock Products

Cabinets Express LLC

Carver Construction

Black Granite

Elite Flooring and Design

Do it All Drywall

L.K.L. Associates Inc.

Wasatch Siding & Raingutter

Premier Building Supply

Burbidge Concrete Pumping

Trades Company LLC

Kilgore Companies

Solid Concrete Walls LLC

Dudley Concrete Pumping

Staker & Parson Co.

SCW, LLC

Lakeview Rock Products

Hadco Construction, LLC

Lakeview Rock Products

Custom Excavating

3MC West

Crescent Excavation

Allure Pebble, LLC

Slate Rock Construction LLC



Page 1 of 9

NEW CONSTRUCTION REAL ESTATE PURCHASE CONTRACT



This is a legally binding Real Estate Purchase Contract ("REPC"). If you desire legal or tax advice, consult your attorney or tax advisor.

| OFFER TO PURC | CHASE AND EARNEST MC | NEY DEPOSIT | |
|---|-------------------------------|--------------------------|---|
| On this 26th day of November, 2017 ("Offer F | Reference Date") Diana He | ernandez ("Buv | er") offers to purchase from |
| Tailor Built Homes LLC ("Seller" | | | |
| with this offer, or [] agrees to deliver no later | | | |
| Earnest Money in the amount of \$1000 in the | | | |
| Buyer and Seller, and receipt of the Earnest Money | y by the Brokerage, the Brok | kerage shall have four | (4) calendar days in which |
| to deposit the Earnest Money into the Brokerage Ro | | torago oriali riavo loai | (4) Galeridal days in willon |
| | -: 004 C | | |
| Buyer's Brokerage: <u>LF Realty</u> , <u>LLC</u> | Phone: <u>801-9</u> | 949-9865 | + |
| Received by:(Signature above acknowledges receipt or | of Earnest Money) | | (Date) |
| | OTHER PROVISIONS | | |
| | | | |
| 1. PROPERTY: | - | | |
| 1.1 Location. The Earnest Money Deposit | | | |
| "Residence") described below to be construc- | | | |
| 483 S PARKVIEW DR, in the C | ity of <u>North Salt Lake</u> | County of | of <u>Davis</u> , State of |
| Utah, more particularly described as Lot No. 322 | in the <u>VIEWS AT EA</u> | .GLEWOODs | ubdivision/Development, or |
| alternatively as follows: MLS 1489813 | | (collectively re | ferred to hereinafter as the |
| "Property"). The Purchase Price for the Property [X | INCLUDES [] DOES NO | r INCLUDE, the Lot. | |
| 1.2 Home Design. Seller shall construct the F | Residence and related impro | vements described as | the |
| [X] Tweed model house plan; or [] custom | design, in accordance with | the Plans & Specificat | tions as provided in Section |
| 7(g) and 9.1 below, and any applicable plans, CC&l | | | , |
| 1.3 Improvements. Seller represents that the | | d to the utility service | lines and serviced by the |
| additional improvements identified below. (check a | pplicable boxes): | | |
| (a) Utility Services | | VI alastriait. F 14ala | -b F. Jb |
| [] well [X] public water [] private water [X] | | | phone [] cable |
| [X] public sewer [] septic tank [] other (spec | city) | | |
| (b) Additional Improvements | d [] atherwood (annuity) | | |
| [] dedicated paved road [X] private paved roa [] curb & gutter [] rolled curb [] sidewalk | d [] other road (specify) _ | | |
| | | | |
| [] other (specify) | uilding permit foos impact | foos landscape hone | de and all connection food |
| | | | as, and an connection lees |
| 1.5 Water Service. The Purchase Price for the | | | es. if any, that are the legal |
| source of Seller's current culinary water service and | | | |
| will be conveyed or otherwise transferred to Buyer a | | | |
| water shares, if applicable, are specifically excluded | d from this sale: <u>n/a</u> | | |
| | | | |
| 1.6 Survey. Seller shall ensure that the Lot of | corners have been staked b | y a licensed surveyor | and that upon Substantial |
| Completion of the Residence as defined in Section | | still in place. Any add | itional survey work shall be |
| at the option of Buyer and shall be paid for by Buye | r. | | |
| 2. PURCHASE PRICE. The Purchase Price for | the Property is \$491.900 | . Except as p | rovided in this Section, the |
| Purchase Price shall be paid as provided in Section | | | |
| be adjusted as deemed necessary by Buyer and Bu | | | , |
| O.A. Mad ad af Day and The Day at 1975 | will be maid as fallers. | | |
| 2.1 Method of Payment. The Purchase Price | will be paid as follows: | 7/2017 | <i>gc</i> 11/29/2017 |
| Page 1 of 9 Buyer's Ini | 1 40 13 | Seller's Initials | 11/29/17 Date |

| • | |
|--|---|
| Cocusign Envelope ID: 2F93F73B-C580-4C99-A60D-2BEBC6105AF7 Seller's Brokerage LF Realty, LLC , represents [X] Seller [] both Buyer and Seller as a Linguign Brokerage Windermere Real Estate-Utah (Salt Lake Branch), represents [X] Buyer as a Linguign Buyer's Agent. | nited Agent; |
| 6. TITLE / TITLE INSURANCE / LIENS. | |
| 6.1 Title to Property. Seller represents that Seller has fee title to the Property and will con Property to Buyer at Closing by general warranty deed unless otherwise agreed to in writing by Buyer will be delivered to Buyer at Closing, free and clear of mechanic's liens and claims for mechanic's accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Communder Section 7(b), and as reviewed and approved by Buyer under Section 8.1(a). The provisions of the Closing. | er and Seller. The Property liens. Buyer does agree to nitment") provided by Seller nis Section 6.1 shall survive |
| Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most Homeowner's Policy of Title Insurance (the "Homeowner's Policy"). If the Homeowner's Policy is not a Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the Homeowner's Policy other title insurance agency selected by Buyer; (b) if the Homeowner's Policy is not available either thany other title insurance agency, then the Seller agrees to pay for, and Buyer agrees to accept, the most an ALTA Owner's Policy of Title Insurance ("Standard Coverage Owner's Policy") available through 6.3 Protection Against Liens and Civil Action. Notice is hereby provided in accordance Restriction and Lien Recovery Fund Act of the Utah Code that an "owner" may be protected against an "owner- occupied residence" and from other civil action being maintained to recover services" performed or provided by suppliers and subcontractors as a part of this contract, if either set the owner entered into a written contract with an original contractor, a factory built housing retailer, (b) the original contractor was properly licensed or exempt from licensure under Utah Construction time the contract was executed; and (c) the owner paid in full the contracting entity in accordance was any written or oral amendments to the contract; or (2) the amount of the general contract between contractor totals no more than \$5,000. (3) An owner who can establish compliance with either section owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Figure 1. | current version of the ALTA vailable through the Issuing icy if available through any rough the Issuing Agent or st current available version the Issuing Agent. with the Residence Lien inst liens being maintained monies owed for "qualified ction (1) or (2) is met: (1)(a) or a real estate developer; Trades Licensing Act at the ith the written contract and the owner and the original (1) or (2) may perfect the |
| 7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 2 Buyer the following documents which are collectively referred to as the "Seller Disclosures": (a) A Seller property condition disclosure form for the Lot and any improvements; (b) A Commitment for the policy of title insurance as referenced in Sections 6.1 and 6.2; (c) A copy of the recorded CC&R's, rules and regulations affecting the Property, and a copy of Development, if any; (d) A copy of the most recent minutes, budget and financial statement for the homeowners' asso (e) Written notice of any claims and/or conditions known to Seller relating to environmental, soil problems or other known defects in the Property that materially affect its value that cannot be dispection by an ordinary prudent Buyer; (f) Evidence of any water rights and/or water shares referenced in Section 1.5; (g) Plans & Specifications for the Residence, or reduction copies thereof as defined in Section 9. (h) Name of contractor and contractor's license number; (i) If applicable and pursuant to 16 C.F.R., part 460 the type, thickness, and R-value of the insulaeach part of the house. | of the recorded Plat for the ciation, if any; stability, drainage or other scovered by a reasonable |
| (j) Builder's Warranty (if different from Section 11); and (k) Other (specify) | |
| | |

8. BUYER'S CONDITIONS OF PURCHASE.

- 8.1 DUE DILIGENCE CONDITION. Buyer's obligation to purchase the Property IS conditioned upon Buyer's satisfactory completion of Buyer's Due Diligence as defined in this Section 8.1 inclusive below. This condition is referred to as the "Due Diligence Condition." All of Buyer's Due Diligence shall be completed on or before the Due Diligence Deadline referenced in Section 24(b). Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any inspections or tests during the Due Diligence.
 - (a) Due Diligence Items. Buyer's Due Diligence shall consist of the following:
 - (i) Buyer's review and approval of the Seller Disclosures referenced in Section 7 above, and
- (ii) Any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: environmental issues or geologic conditions; setback requirements, utility easements, the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property.
- (b) Right to Cancel or Waive Due Diligence Condition. Buyer shall have the right to cancel the REPC or waive the Due Diligence Condition as provided below.
- (i) Buyer's Right to Cancel or Resolve Objections. If Buyer, in Buyer's sole discretion, determines that the results of Buyer's Due Diligence are unacceptable, Buyer may either: (A) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit and the Construction Deposit, if applicable, shall be released to Buyer without the requirement of further written authorization from Seller; or (B) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.
- (ii) Failure to Cancel or Resolve Objections. If Buyer fails to cancel the REPC or fails to resolve in writing any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b)(i), Buyer shall be deemed to have waived the Due Diligence Condition.
 - 8.2 FINANCING CONDITION (check applicable boxes):
- (a) Construction Loan. The obligations of the parties under the REPC [] ARE [X] ARE NOT conditioned upon [] Buyer [X] Seller obtaining a "Construction Loan" in the amount sufficient to construct the Residence.
- (b) Failure to Obtain Construction Loan. Whether the Construction Loan is being obtained by Buyer or Seller, if the proceeds of that loan are not available for disbursement by the Construction Loan Funding Deadline referenced in Section 24(d), Buyer or Seller may cancel this REPC by providing written notice to the other party no later than four (4) days after the Construction Loan Funding Deadline; whereupon the Earnest Money Deposit and the Construction Deposit, if applicable, shall be released to Buyer without the requirement of further written authorization from Seller.
- (c) Permanent Loan. Buyer's obligation to purchase the Property [X] IS [] IS NOT conditioned upon Buyer obtaining the Permanent Loan as referenced in Section 2.1(c) above.
- (d) Cash Purchase/Proof of Funds. If Buyer's obligation to purchase the Property IS NOT conditioned upon Buyer qualifying for the Construction Loan and/or the Permanent Loan as referenced in 8.2 (a) and (c) above (the "Applicable Loans"), Section 8.3 below shall not apply. If Buyer is paying cash, then no later than the Due Diligence Deadline referenced in Section 24(b), Buyer shall provide to Seller a current financial statement ("Proof of Funds"), evidencing Buyer's financial ability to close the purchase of the Property. If Seller, in Seller's sole discretion, is not satisfied with the Proof of Funds provided by Buyer, Seller may cancel the REPC by providing written notice to Buyer no later than seven (7) days after the Due Diligence Deadline. In such event, the Earnest Money Deposit, and Construction Deposit, if applicable, shall be released to Buyer without the requirement of further written authorization from Seller, and neither party shall have any further rights or obligations to each other under the REPC or otherwise. If Seller does not cancel the REPC as provided in this Section 8.2(d), Seller shall be deemed to have waived any objection to Buyer's Proof of Funds.

8.3 APPLICATION FOR LOAN.

- (a) Preferred Lender. Buyer shall obtain a "Pre-Qualification Letter" from n/a (the "Preferred Lender"). Notwithstanding the requirement for Buyer to obtain a Pre-Qualification Letter from the Preferred Lender, Buyer is not required to obtain a loan from the Preferred Lender and may additionally apply for and obtain a loan from any mortgage lender of Buyer's choosing (the "Alternate Lender").
- (b) Application. No later than seven (7) days after Acceptance of the REPC by Buyer and Seller as defined in Section 25 below, Buyer shall apply for any applicable loans from the Preferred Lender and, if applicable, the Alternate Lender in order to obtain a Pre-Qualification Letter. Buyer shall pay all loan application fees as required by the Preferred Lender. Buyer will promptly provide any documentation required by the Preferred Lender.
- (c) Pre-Qualification Letter. No later than the Due Diligence Deadline referenced in Section 24(b), Buyer agrees to provide to Seller a Pre-Qualification Letter from the Preferred Lender and, if applicable, the Alternate Lender. Buyer agrees to diligently work to obtain the Pre-Qualification Letter.
- (d) Right to Cancel. If the Preferred Lender or, if applicable, the Alternate Lender fails to provide Buyer with a Pre-Qualification Letter, or if the Pre-Qualification Letter contains conditions unacceptable to the Buyer or Seller

| Qualification Letter, or if the Pre-Qualifi Page 4 of 9 | cation Letter contains cor | iditions unacceptable 11/27/2017 | to the Buye | 11/29/2017 |
|--|----------------------------|-------------------------------------|--------------------------|------------|
| Page 4 of 9 | Buyer's Initials | Date Se | ller's Initials 11/29/17 | Date |

DocuSign Envelope ID: 2F93F73B-C580-4C99-A60D-2BEBC6105AF7

may cancel the REPC by providing written notice to the other party no later than four (4) days after the Due Diligence Deadline; whereupon the Earnest Money and Construction Deposit, if applicable, shall be released to Buyer without the requirement of further written authorization from Seller. If the REPC is not canceled as provided in this Section 8.3(d), Buyer and Seller shall be deemed to have waived any objections regarding the lack of, or any conditions contained in the Pre-Qualification Letter.

8.4 FAILURE TO OBTAIN PERMANENT LOAN.

- (a) Failure to Obtain Permanent Loan. If after expiration of the Settlement Deadline referenced in Section 24(f), Buyer fails to obtain the Permanent Loan, meaning that the proceeds of the Permanent Loan have not been delivered by the Lender to Seller or to the escrow/closing office as required under Section 3.5 of the REPC, then Buyer or Seller may cancel the REPC by providing written notice to the other party; whereupon the Earnest Money Deposit and the Construction Deposit if applicable, shall be retained by the Seller.
- (b) Seller's Exclusive Remedy. In the event of a cancellation based on the Buyer's failure to obtain a permanent loan as described in Section 8.4(a), Seller agrees to accept as Seller's exclusive remedy, the Earnest Money Deposit and the Construction Deposit, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit and the Construction Deposit, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Permanent Loan.

9. PLANS & SPECIFICATIONS / PRE-CONSTRUCTION MEETING.

- **9.1 Plans & Specifications.** The Plans & Specifications contain descriptions of the type of materials to be used in finishing the Residence, a dollar allowance for specific items, and copies of the floor plans and elevations for the Residence and any Change Orders as described below. Buyer's selection of color, grade and type of finishing materials (including appliances, floor coverings, fixtures, cabinets, etc.) may differ from the Plans & Specifications, and may change the Substantial Completion Deadline and the Purchase Price. Seller agrees to construct the Residence in substantial compliance with the Plans & Specification and to place the Residence within the approved building area on the Lot as permitted by the local municipal authority. Buyer acknowledges that the Residence, upon Substantial Completion, may vary from the exact dimensions shown on the Plans & Specifications.
- 9.2 Pre-Construction Meeting. Prior to the Pre-Construction Meeting Deadline, Buyer and Seller shall meet to review the Plans & Specifications and plot plan, and sign a *Change Order Addendum* which itemizes and identifies any changes to the Plans & Specifications for the Residence. Any payments and/or fees as required by the REPC and any *Change Order Addenda* shall be paid in full at the conclusion of the Pre-Construction Meeting, unless a separate payment schedule is otherwise agreed to in writing by Buyer and Seller. To the extent that a choice of color, grade, or type of material is still required after the Pre-Construction Meeting, Buyer shall notify Seller in writing of such selections no later than [] 10 days, or [] __ days after receipt of Seller's written request for such selections. If Buyer has not notified Seller in writing of such selections, Seller shall have the right to make said selections, at Seller's sole discretion, to avoid delay in Substantial Completion of the Residence.
- **9.3 Change Orders.** No change will be made to the Plans & Specifications except by a written change Order Addendum signed in advance by Buyer and Seller. Any Change Order Addendum shall set forth: (a) the changes to be made; (b) any adjustment in the Purchase Price; and (c) any change in the Substantial Completion Deadline. Payments made by Buyer to Seller for any Change Orders may only be used for construction of the Residence. Buyer understands that any Change Orders requested may affect the appraised value of the Residence and the terms and conditions of available financing.
- 10. ADDITIONAL TERMS. There [X] ARE [] ARE NOT addends to the REPC containing additional terms. If there are, the terms of the following addends are incorporated into the REPC by this reference: [X] Addendum No. ___ [] FHA/VA Loan Addendum [X] Plans and Specifications [] Change Order Addendum No. ___ [] Other (specify) _____
- 11. SELLER WARRANTIES. Unless Seller is providing an alternate Builder's Warranty under Section 7(j) (in which case this Section 11 shall not apply) Seller DOES warrant the heating, cooling, electrical, plumbing and landscape sprinkler systems (including all gas and electric appliances), fixtures, and structural elements of the Residence (including the roof, walls, and foundation) against defects in material and workmanship for a period of one year after the Settlement Deadline. Seller further warrants that as of the date Seller delivers possession of the Residence to Buyer, any private well or septic tank serving the Residence shall have applicable permits and shall be in working order and fit for its intended purpose. The provisions of this Section 11 shall survive Closing.

12. WALK-THROUGH INSPECTION / SUBSTANTIAL COMPLETION / CONSTRUCTION COMPLIANCE

- 12.1 Walk-Through Inspection. Not less than [X] 7 DAYS [] ___ DAYS prior to Settlement, Buyer may conduct a "walk-through" inspection of the Residence. If, as of Settlement, minor work remains to be completed, corrected or replaced on the Residence, then Buyer, pending completion of such work, may withhold in escrow at Settlement, a reasonable amount agreed to by Seller, Buyer and mortgage lenders, if applicable, sufficient to pay for completion of such work. If such work is not completed within [X] 30 DAYS [] ___ DAYS after Settlement, the amount so escrowed may, at Buyer's option, be released to Buyer as liquidated and agreed damages for failure to complete. The failure of Buyer to conduct a walk-through inspection prior to Settlement shall not constitute a waiver by Buyer of the right to receive on the date of possession, the Property as required under the REPC.
- **12.2 Substantial Completion.** The Residence shall be considered "Substantially Complete" when occupancy of the Residence is allowable under the rules, ordinances and laws of the appropriate civil jurisdiction in which the Residence is located. In the absence of such governmental regulations, Substantial Completion shall be when the Residence is ready for occupancy and only minor work remains to be completed, corrected or replaced. Subject to the exceptions referenced in Section 13, the Substantial Completion Deadline shall be as referenced in Section 24(e). Seller shall provide Buyer written notice of Substantial Completion of the Residence. Change Orders may extend the Substantial Completion Deadline.
- 12.3 Construction Access. Buyer agrees that during the period of construction Seller shall have the unrestricted right to access the Property for the purpose of construction of the Residence and any necessary subdivision improvements if applicable. Buyer shall have the right to reasonable inspection of the Property. However, Seller reserves the right to limit Buyer's inspection of the Property in order to not hinder, interfere, or delay the work. Buyer assumes all risks and liability associated with all such inspections.
- **12.4 Construction Compliance.** Construction of the Residence shall be in accordance with the standards and requirements of all applicable Federal, State, and Local governmental laws, ordinances and regulations, and in compliance with restrictive covenants applicable to the Lot. The Residence shall be correctly situated on the Lot. Construction shall also be done in accordance with the site plan as previously agreed to by Seller and Buyer.
- 12.5. Regulatory Changes. If any regulatory requirements for construction of the Residence change during the course of construction and result in an increase in the costs of labor and/or materials, the Seller reserves the right to adjust the Purchase Price for the Property to correspond with such regulatory changes. In such event, the Seller shall provide the Buyer with a specific description of the regulatory change(s) and an itemization of the costs incurred to comply with the change(s).
- 13. UNAVOIDABLE DELAY. In the event the Residence is not Substantially Complete by the Substantial Completion Deadline as referenced in Section 24(e) due to interruption of transport, availability of materials, strikes, fire, flood, weather, governmental regulations, acts of God, or similar occurrences beyond the control of the Seller, the Substantial Completion Deadline shall be extended for a reasonable period based on the nature of the delay. In such event, the Seller shall notify the Buyer of the delay.
- 14. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company, or other entity, the person executing the REPC on its behalf warrants his or her authority to do so and to bind Buyer and Seller.
- 15. COMPLETE CONTRACT. The REPC together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. The REPC cannot be changed except by written agreement of the parties.
- 16. MEDIATION. Any dispute relating to the REPC arising prior to or after Closing: [X] SHALL [] MAY AT THE OPTION OF THE PARTIES first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 16 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 16 shall survive Closing.

17. DEFAULT.

- 17.1 Buyer Default. If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit and the Construction Deposit, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit in trust, retain the Construction Deposit if applicable, and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit to Buyer, retain the Construction Deposit and pursue any other remedies available at law.
- 17.2 Seller Default. If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit and the Construction Deposit if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit; or (b) maintain the Earnest Money Deposit in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit and Construction Deposit, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

uyer's Initials Date Seller's Initials

11/29/2017

- 18. ATTORNEY FEES AND COSTS/GOVERNING LAW. In the event of litigation or binding arbitration to enforce the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees incurred in the litigation and/or arbitration. However, attorney fees shall not be awarded for participation in mediation under Section 16. The REPC shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 18 shall survive Closing.
- 19. NOTICES. Except as provided in Section 25, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.
- 20. NO ASSIGNMENT. The REPC and the rights and obligations of Buyer and Seller hereunder, are personal to Buyer and Seller. The REPC may not be assigned by Buyer or Seller without the prior written consent of the other party. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

21. INSURANCE & RISK OF LOSS

- 21.1 INSURANCE. During the period of construction and until Closing, the Seller shall maintain in full force and effect, at the Seller's expense, a builders risk insurance policy for the full replacement value of all completed portions of improvements included in the Residence; and all construction materials located on-site; workmen's compensation insurance in accordance with Utah law, and public general liability insurance in an amount not less than [X] \$1,000,000 [] \$______.
- 21.2 RISK OF LOSS. All risk of loss to the Residence, including physical damage or destruction to the Property or its improvements due to any cause, except loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.
- 22. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.
- 23. ELECTRONIC TRANSMISSION AND COUNTERPARTS. Electronic transmission (including email and fax) of a signed copy of the REPC, any addenda and counteroffers, and the retransmission of any signed electronic transmission shall be the same as delivery of an original. The REPC and any addenda and counteroffers may be executed in counterparts.
- 24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to the REPC:

| (a) Seller Disclosure Deadline | December 06, 2017 | (Date) | |
|--|--|--------|--|
| (b) Due Diligence Deadline | December 09, 2017 | (Date) | |
| (c) Pre-Construction Meeting Deadline | December 14, 2017 | (Date) | |
| (d) Construction Loan Funding Deadline | <u>n/a</u> | (Date) | |
| (e) Substantial Completion Deadline | March 20, 2018 | (Date) | |
| (f) Settlement Deadline | 7days after the Buyer's receipt of written | | |

25. ACCEPTANCE. "Acceptance" occurs only when all of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

26. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by 9:00 [] AM [X] PM Mountain Time November 28, 2017 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

| —Docusigned by: | est woney Deposit to | , Buyon | | |
|---|-------------------------------------|--|-------------------------|---------------------|
| 165784578892455 | 11/27/2017 | | | |
| (Buyer's Signature) | (Offer Date) | (Buyer's Signature) | | (Offer Date) |
| Diana Hernandez | | | | |
| (Buyer's Names) (PLEASE PRINT) | (Notice Ad | ddress) | (Zip Code) | (Phone) |
| (Buyer's Names) (PLEASE PRINT) | (Notice Ad | ddress) | (Zip Code) | (Phone) |
| ACCEPTANCE/COUNTEROFFER/REJ | IECTION | | | |
| | CHASE: Seller Accep | ots the foregoing offer on the te | rms and conditions s | pecified above |
|] ACCEPTANCE OF OFFER TO PUR | | | | |
|] ACCEPTANCE OF OFFER TO PUR [7] COUNTER OFFER: Seller presents for | or Buyer's Acceptance t | | | |
|] ACCEPTANCE OF OFFER TO PUR [2] COUNTER OFFER: Seller presents for pecified in the attached ADDENDUM NC2 | or Buyer's Acceptance t | | | |
|] ACCEPTANCE OF OFFER TO PUR [2] COUNTER OFFER: Seller presents for specified in the attached ADDENDUM NO2 | or Buyer's Acceptance to | he terms of Buyer's offer subjec | | |
|] ACCEPTANCE OF OFFER TO PUR Zi] COUNTER OFFER: Seller presents fo pecified in the attached ADDENDUM NO2] REJECTION: Seller rejects the foregoin dottoop verifit/29/177:3 GIM-GIPK-5 GIFM-GIPK-5 | or Buyer's Acceptance to | he terms of Buyer's offer subjec | | |
| ACCEPTANCE OF OFFER TO PUR Counter Offer: Seller presents for specified in the attached ADDENDUM NO2 REJECTION: Seller rejects the foregoin dottop verification of the seller's Signature) | ng offer. 11/29/2017 | he terms of Buyer's offer subje | | or modifications as |
| CHECK ONE: [] ACCEPTANCE OF OFFER TO PUR [Z] COUNTER OFFER: Seller presents for specified in the attached ADDENDUM NC2 [] REJECTION: Seller rejects the foregoin dottoop verification of the strength of the seller's Signature) [Seller's Signature] [Diana Hernandez [Sellers's Names) (PLEASE PRINT) | ng offer. 11/29/2017 | he terms of Buyer's offer subjection (Seller's Signature) | | or modifications as |
| [2] ACCEPTANCE OF OFFER TO PUR [2] COUNTER OFFER: Seller presents for specified in the attached ADDENDUM NO2 | ng offer. 11/29/2017 (Offer Date) | (Seller's Signature) | ct to the exceptions of | (Offer Date) |

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UAR FORM 4A

Buyer's Initials Date Seller's Initials 11/29/2017 Date Date



ADDENDUM NO. 1____ TO REAL ESTATE PURCHASE CONTRACT



| THIS IS AN [X] ADDENDUM | | | | | l, | |
|---------------------------------|--|-----------------------|-------------------|------------------------|-----------------------|-------------|
| an Offer Reference Date of 2 | | | • . | | | |
| Diana Hernandez | | | | as Seller, regardi | - ' ' | |
| located at 483 S Parkview | <u>/ Dr. NSL, UT. (</u> | MLS: 148981 | 13) | The following ter | ms are hereby incorp | orated as |
| part of the REPC: | | attanua ad Ti | 110 | | | |
| A. Buyer and Seller Both | | | ue | | | |
| B. Earnest money will be | | | | | | |
| C. Seller to provide buye | | | | | | |
| Seller to add the following | | | | | | |
| 1. separate stove top an | <u>d wall ovens sty</u> | <u>le kitchen. *e</u> | xample: phot | <u>o 1 on MLS list</u> | ting 7/27/17 | |
| 2. french doors instead of | of sliding door o | ff kitchen. | | | | |
| 3. free standing tub in m | aster bed room. | · | | | _ | |
| 4. custom island. | | | | | | |
| BUYER AND SELLER AGRE | E THAT THE CO | NTRACT DEAD | LINES REFERE | NCED IN SECTION | ON 24 OF THE REPO | (CHECK |
| APPLICABLE BOX): [] REI | MAIN UNCHANGE | D[]ARE CHA | NGED AS FOL | LOWS: | | |
| | | | _ | | | |
| | | | | | | |
| To the extent the terms of thi | | | | | | |
| counteroffers, these terms sh | | | _ | | | |
| by this ADDENDUM shall ren | | | | | - | |
| November 28, 2017 (D | | | | | provisions of Section | 1 23 of the |
| REPC. Unless so accepted, t | ne offer as set forti | I IN THIS ADDEN | DUM shall lapse |). | | |
| DocuSigned by: | | | | | | |
| 16E48A538B924F5 | 11/27/2 | 2017 | | | | |
| [*] Buyer [] Seller Signature |) (Date | e) (Time) | []Buyer[]Se | eller Signature | (Date) | (Time) |
| | • | , , , | | • | , , | , , |
| | ACCEP | TANCE/COUNT | EROFFER/REJ | ECTION | | |
| CHECK ONE: | | | | | | |
| [] ACCEPTANCE: [] Selle | | | | | | |
| COUNTEROFFER: Se | eller [] Buyer pre | sents as a count | teroffer the term | s of attached ADL | DENDUM NO | |
| Jeff Christensen | dotloop verified 11/29/17 7:37PM EST RLDB-6K7L-V3QJ-2PET | 11/29/2017 | | | | |
| (Signature) | (Date) | (Time) | (Signatur | e) | (Date) | (Time) |
| [] REJECTION: [] Seller [|] Buyer rejects the | e foregoing ADD | DENDUM. | | | |
| (Signature) | (Date) | (Time) | (Signatur | re) | (Date) | (Time) |
| | | | | | | |
| THIS EODM ADDDOVED BY | V THE LITAL DEAL | ESTATE COMMIS | SSION AND THE | OFFICE OF THE U | ITAH ATTORNEY GEN | FRΔI |

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.

D

Buyer's Initials _____ Seller's Initials





ADDENDUM NO. 2



REAL ESTATE PURCHASE CONTRACT

| THIS IS AN [] ADDENDUM | [X] COUNTEROF | FER to that REA | AL ESTATE PURCHASE CO | DNTRACT | (the "REPC") wi | th |
|--|--|----------------------|--------------------------------|------------------|---------------------|-------------|
| an Offer Reference Date of 20 | 6th day of Nove | ember, 2017 | including all prior addenda a | nd counte | offers, between | |
| Diana Hernandez | $\underline{\hspace{0.1cm}}$ as Buyer, and \underline{T} | ailor Built Ho | mes LLC as Seller, re | egarding th | e Property | |
| located at 483 S PARKVIE | W DR #322, N | orth Salt Lake | e, Davis County, UT 84 | <u>054</u> . The | ollowing terms a | are hereby |
| incorporated as part of the RE | PC: | | | | | |
| a. Purchase price to be \$ | 493,900 | | | | | |
| b. Buyer and seller will re | view the ATF a | and make any | color changes final by | <u>Decemb</u> | er 12, 2017. | _ |
| c. Seller will include curv | <u>ed kitchen islar</u> | <u>nd, double ov</u> | en gas cooktop and cal | oinet hoo | d layout, free: | standing |
| cadet 5.5 tub in master, 8 | 3' french doors | at dining roor | n with this counteroffer. | | | |
| d. Seller response deadli | ne on REPC ar | nd Addendum | 1 is extended to 12:00 | pm 12/3 | 0/17 | |
| BUYER AND SELLER AGRE | | | | | | CHECK |
| APPLICABLE BOX): [] REM | MAIN UNCHANGE | D [X] ARE CHA | ANGED AS FOLLOWS: <u>b</u>)´ | 12/12/17 | | |
| | | | | | | |
| | ADDENDUM | P. C | to an and the Di | | | |
| To the extent the terms of this counteroffers, these terms sha | | | | | | |
| by this ADDENDUM shall rem | | | | | | |
| November 30, 2017 (D | | | | | | |
| REPC. Unless so accepted, the | • | | | itir the pro- | 71310113 01 0001101 | 120 01 1110 |
| TALL OF STREET OF GEOGRAPH A | | | Dom chan tapeon | | | |
| Jeff Christensen | dotloop verified 11/29/17 7:37PM EST C2RZ-4DOX-ORDN-EQXC | 11/29/2017 | _ | | | |
| [] Buyer [] Seller Signature | (Date | e) (Time) | [] Buyer [] Seller Signatu | re | (Date) | (Time) |
| | ACCEP | TANCE/COUNT | EROFFER/REJECTION | | | |
| CHECK ONE: | | | | | | |
| [X] ACCEPTANCE: [] Seller | | | | | | |
| [] COUNTEROFFER: [] Se | Iler [] Buyer pre | sents as a coun | teroffer the terms of attached | d ADDENI | DUM NO | |
| 2 | 11/30/201 | 7 | | | | |
| (Signature F48A538B924F5 | (Date) | (Time) | (Signature) | | (Date) | (Time) |
| [] REJECTION: [] Seller [|] Buyer rejects the | e foregoing ADE | DENDUM. | | | |
| (Signature) | (Date) | (Time) | (Signature) | | (Date) | (Time) |
| THIS FORM APPROVED BY | THE UTAH REAL | ESTATE COMMIS | SSION AND THE OFFICE OF | THE UTAH | ATTORNEY GEN | ERAL, |

EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.





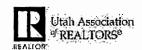


ADDENDUM NO. 3____ TO REAL ESTATE PURCHASE CONTRACT



| THIS IS AN [X] ADDENDUM [| • | | | | | • |
|---|--|---------------------|--------------------|------------------------|---------------------------------|---------------|
| an Offer Reference Date of 26th | day of Nove | | | ncluding all prior a | | nteroffers, |
| between <u>Diana Hernandez</u> | | | | or Built Homes L | | |
| as Seller, regarding the Propert | | | | | 84054 | |
| | | , . | ted as part of the | | | |
| Color Selection Changes wil | <u>l be made b</u> | <u>y deadline 2</u> | 4(b). See new | <u>deadlines below</u> | '. | |
| | | | | | | |
| BUYER AND SELLER AGREE | | | | | 1 | |
| (CHECK APPLICABLE BOX): | [] REMAIN | UNCHANGED | [X] ARE CHAN | GED AS FOLLOW | /\$: <u>a) 12/14/17</u> | b)12/16/ |
| 17 c)12/21/17 | | | | | | |
| | | | | | | |
| T- 4b | | | | of the DEDC : | | |
| To the extent the terms of this Al and counteroffers, these terms | | | | | | |
| not modified by this ADDENDU | | | | | 1 | |
| PM Mountain Time on Decemb | | | • • • | = | | |
| with the provisions of Section 23 | | | | | | |
| | | 12/12/2017 | | | | |
| Jeff Christensen | dotloop verified 12/12/17 4:09PM EST UMHS-GYJ2-WLLG-I3JM | 12/12/2017 | | | | |
| [] Buyer [] Seller Signature | (Date | (Time |)[]Buyer[]Sell | ler Signature | (Date) | (Time) |
| | ACCEPT | ANCE/COUNT | TEROFFER/REJE | ECTION | | |
| CHECK ONE: | 71002. | , 0 = , 0 0 0 | | | | |
| [x] ACCEPTANCE: [] Seller [x |] Buyer here | by accepts the | terms of this ADI | DENDUM. | | |
| [] COUNTEROFFER: [] Selle | r[]Buyerp | resents as a c | ounteroffer the te | rms of attached Al | DENDUM NO. | |
| DocuSigned by: | | | | | | |
| Viana Hernandez | 12/12/20: | 17 | | | | |
| (Signature) BB924F5 | (Date) | (Time) | (Signature | ·) | (Date) | (Time) |
| | | | DDENDUM | | | |
| [] REJECTION: [] Seller [] E | luyer rejects t | the foregoing A | ADDENDOM. | | | |
| | | | | | | |
| (Signature) | (Date) | (Time) | (Signature |) | (Date) | (Time) |
| , | , | | | | | |
| THIS FORM APPROVED BY THE UTAH RI | | | | | , EFFECTIVE AUGUS | T 5, 2003. IT |
| REPLAC | ES AND SUPERS | SEDES ALL PREVIO | OUSLY APPROVED VER | RSIONS OF THIS FORM. | | |

Seller's Initials



CHANGE ORDER ADDENDUM



ADDENDUM NO. 4____TO REAL ESTATE PURCHASE CONTRACT

| | | REPC (the "REPC") with an ffers, between <u>Diana Hernande</u> | |
|--|------------------------------------|--|---------------------------------|
| as Buyer, and Tailor Bui | | | 1 |
| | | as Seller, regarding The following terms are her | |
| the REPC: | 1 Sait Lake Otal 1 64054 | The following terms are her | eby incorporated as part of |
| THE NEFO. | | | |
| | | | |
| | n Sections 7(g) and 9.1 of the REF | ng items are changed, added, or PC. The PURCHASE PRICE as refe | |
| Current Purcha | ase Price taken from: [X] Addendu | ım # <u>2</u> [] the REPC | \$ <u>493900</u> |
| | Description of Change | | Adjustment in Purchase Price |
| <u>Custom</u> | Exterior Changes | | 8568 |
| Freestanding of | adet 5.5 tub in master include | ed in negotiated price | 0 |
| 8' French door at dining | room included in negotiated | price. Plus change to 6' wide | 275 |
| | Island Layout with 18" overh | • | 1200 |
| | unts to cans \$45 Add 2 extra | | 165 |
| - | Master Bedroom Tray Ceiling | · · · · · · · · · · · · · · · · · · · | 1350 |
| | | | |
| <u> </u> | S Cooktop & Hood Layout incl | | 0 |
| | floor toilets \$100, add 6 dimn | ner switches \$15 each =\$90 | <u>190</u> |
| Total adjustment in Purchas | e Price: | | |
| \$ <u>11748</u> | | | |
| | | | |
| Navy Dynahana Driegy | | | \$505648 |
| New Purchase Price: | | | \$ <u>505046</u> |
| 2. Payment. Any amounts applied towards the Purchase | | e Order Addendum shall be NON R | EFUNDABLE and shall be |
| The Change Order item | s contained in this Addendum shall | be paid: | |
| [] Upon the signing of | this Change Order Addendum. | | |
| [] \$upo | n the signing of this Change Order | Addendum and the remainder at Se | ettlement. |
| [X] The entire amount s | shall be paid at Settlement. | | |
| | | | |
| | | | |
| Page 1 of 2 | Buyer's Initials | 12/28/2017 DateSeller's Initials | 12/28/2017 Date |
| 1 290 1 01 2 | Dayor o minuto | | |

| 3. CONTRACT DEADLINES. Based other addenda/counteroffers, are modified | | | | | on 24 of the | REPC and any |
|---|---------------------|-------------------|---|--------------------------------|----------------------------|--------------------|
| [X] Substantial Completion Deadline | | | | 04/10/2018 | (Date) | |
| [] Other | | | | (Da | :e) | |
| [] REPC Deadlines Remain Unchange | d | | | | | |
| 4. APPRAISED VALUE AND AVAILAB this addendum, may affect the appraised | | | | | | |
| ALL OTHER TERMS of the REPC, inclu OFFER shall remain the same. [X] 12/29/2017 , to accept the terms of the REPC. Unless so accepted, the of | Seller of this A | [] Buyer st | nall have until <u>6</u> DUNTEROFFER | : 00 [] A.M in accordance with | [X] P.M. M the provisio | lountain Time , |
| | | 12/28/2017 | _ | | | |
| Buyer Signature | Date | Time | Buyer Signature | | Date | Time |
| | | 12/28/2017 | | | | |
| Seller Signature | Date | Time | Seller Signature | | Date | Time |
| This form is COPYRIGHTED by the UTAH ASS copying or distribution without written conser OF ANY PROVISION OF THIS FORM IN ANY SAPPROPRIATE PROFESSIONAL. | nt is proh | ibited. NO REPR | ESENTATION IS MA | ADE AS TO THE LEGA | L VALIDITY C | R ADEQUACY |
| COPYRIGHT® UTAH ASSOCIATION OF REAL | TORS® 2 | 2.26.14 – ALL RIG | HTS RESERVED | ! | | UAR FORM 4B |
| Page 2 of 2 | Buyer's | Initials | 12/28/20: Date | | | 12/28/2017 Date |

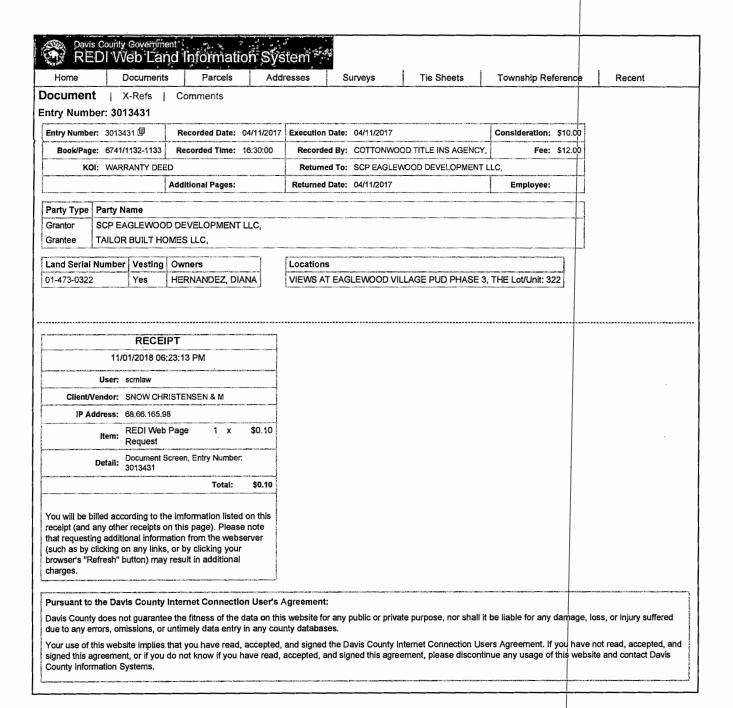


ADDENDUM NO. 5____ TO REAL ESTATE PURCHASE CONTRACT



| | [X] ADDENDUM [] | | | | | , | |
|-------------------|-------------------------------------|---|-------------------|------------------------|-------------------------|-------------------------|-------------------|
| | ference Date of 26th da | | | | | | nteroffers, |
| | iana Hernandez | | | Buyer, and Tailo | | | |
| as Seller, r | egarding the Property lo | | | | | 84054 | |
| | The following ter | | - | | | | |
| 1. Seller w | <u>rill contribute \$1400 t</u> | <u>owards l</u> | ouyers closing | <u>costs, rate loc</u> | <u>k or rate extens</u> | <u>sion fees. Selle</u> | <u>r will not</u> |
| | | | | | | | |
| | dry and 1/2 bath coul | | | | | | |
| | D SELLER AGREE TH | | | | | | |
| • | PPLICABLE BOX): [|] REMA | AIN UNCHANG | SED [X] ARE C | HANGED AS FO | ollows: <u>1Se</u> | ettlement |
| <u>Deadline t</u> | o be July 10th 2018 | | | | | | |
| | | | | | | | |
| To the exter | nt the terms of this ADD | ENDUM r | nodify or conflic | t with any provisio | ns of the REPC | including all prior | addenda |
| | offers, these terms sha | | | | | | |
| | by this ADDENDUM | | | | • . | | |
| PM Mountai | in Time on July 09, 20 | 18 |]) | Date), to accept th | e terms of this A | DDENDUM in ac | cordance |
| with the pro | visions of Section 23 of | the REPC | C. Unless so acc | epted, the offer a | s set forth in this A | DDENDUM sha | ll lapse. |
| ſ | Diana Hernandez | | | | | | |
| | | | | | 0' | (D-(-) | (T) |
| Ķ]Buyer[| Seller Signature | (Date | e) (Time) | []Buyer[]Selle | er Signature | (Date) | (Time) |
| | | ACCEPT | TANCE/COUNT | EROFFER/REJE | CTION | | |
| CHECK ON | E: | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | | | | |
| ACCEP | TANCE: [] Seller [] B | uyer here | by accepts the | terms of this ADD | ENDUM. | | |
| [] COUNT | EROFFER: [] Seller [|] Buyer | presents as a co | ounteroffer the ter | ms of attached Al | DENDUM NO | · |
| 0 1101 . + | dotloop ve | rified 43PM EDT -DEFO-HTZP | 07/09/2018 | | | | |
| Jeff Christe. | NSEN QXNF-ET4Y | | (T! \ | (Ci | | (Data) | /Time = \ |
| (Signature) | | (Date) | (Time) | (Signature) | | (Date) | (Time) |
| [] REJECT | ION: [] Seller [] Buy | er rejects | the foregoing A | DDENDUM. | | | |
| [].(_0_0. | | | and relegening to | | | | |
| | | | | | | | |
| (Signature) | | (Date) | (Time) | (Signature) | | (Date) | (Time) |
| TUO PO :- | NAME OF THE PERSON | FREATE AC | MMICCION AND THE | OFFICE OF THE UTAL | ATTODNEY CENEDAL | EEEECTIVE AUGUST | T 5 2002 IT |
| THIS FORM AF | PROVED BY THE UTAH REAL REPLACES | | | USLY APPROVED VER | | ., EFFECTIVE AUGUST | 1 3, 2003.11 |
| | , L. LAGEG | | | | | | |
| | | | | | | | |

Buyer's Initials Seller's Initials O7/109/18



Cottonwood Title Insurance Agency, Inc. ALTA Universal ID: 1028623 1996 East 6400 South Suite 120 Salt Lake City, UT 84121

File No./Escrow No.:

87856-SF

Print Date & Time:

July 10, 2018 8:33 am

Officer/Escrow Officer:

Jamie Hudson

Settlement Location:

1996 East 6400 South, Suite 120

Salt Lake City, UT 84121

Property Address:

483 South Parkview Drive

North Salt Lake, UT 84054

Borrower:

Diana Hernandez

483 South Parkview Drive North Salt Lake, UT 84054

Seller:

Tailor Built Homes LLC, a Utah limited liability company

4505 S. Wasatch Blvd

#130

Salt Lake City, UT 84124

Lender:

Castle & Cooke Mortgage, LLC

Settlement Date:

July 10, 2018

Disbursement Date:

July 10, 2018

| | | | ERMINICHT |
|--|---|----------------|------------|
| Description | | Borrower/Buyer | |
| | |)ebit | Credit |
| Financial | | | |
| Sale Price of Property | 5 | 05,648.00 | |
| Construction Deposit | | | 10,000.00 |
| Deposit. | | | 1,000.00 |
| Loan Amount | | | 404,518.00 |
| Seller Credit | | | 1,400.00 |
| Prorations/Adjustments | | | |
| County Taxes 01/01/18 - 07/10/18 | | | 694.21 |
| Loan Charges to Castle & Cooke Mortgage, LLC | | | |
| 0.25% of Loan Amount (Points) | | 1,011.30 | |
| Processing Fee | | 695.00 | |
| Underwriting Fee | | 795.00 | |
| Appraisal Fee to Associated Appraisal Service \$500.00 paid outside closing by Borrower | | | |

| Description | | - / |
|--|------------|--|
| Description | Borrowe | AND ADDRESS OF THE PARTY OF THE |
| Loan Charges to Castle & Cooke Mortgage, LLC (continued) | Debit | Credit |
| Credit Report Fee to CBC Innovis | 50:50 | |
| Flood Certification to CoreLogic Flood Services | 50:50 | |
| | 10.50 | |
| MERS Fee to MERS, Inc. Prepaid Interest | 11.95 | |
| \$54.02809 per day from 07/10/18 to 08/01/18 Castle & Gooke Mortgage, LLC | 1,188:62 | |
| Other Loan Charges | | |
| Final Inspection | 125.00 | |
| Impounds | | |
| Homeowner's Insurance to Castle & Cooke Mortgage, LLC 3.000 months at \$49.53/month | 148.59 | |
| Property Taxes to Castle & Cooke Mortgage, LLC 11.000 months at \$296.72/month | 3,263.92 | |
| Aggregate Adjustment to Castle & Cooke Mortgage, LLC | | 198.12 |
| Title Charges and Escrow/Settlement Charges | | |
| ALTA 8.1-06 (Environmental Protection Lien) to Cottonwood Title Insurance Agency, Inc. | 25.00 | |
| ALTA 9-06 (Restrictions, Encroachments, Minerals - Loan Policy) to Cottonwood Title Insurance Agency, Inc. | 25.00 | |
| ALTA 22-06 (Location) to Cottonwood Title Insurance Agency, Inc. | 10,00 | |
| ALTA 5-06 (Planned Unit Development) to Cottonwood Title Insurance Agency, Inc. | 25.00 | |
| CPL to Cottonwood Title Insurance Agency, Inc. | 25.00 | |
| Lender's Title Insurance to Cottonwood Title Insurance Agency, Inc. Coverage: 404,518.00 Premium: 1,298.00 | 1,298.00 | |
| Payoff Processing to Cottonwood Title Insurance Agency, Inc. | 75.00 | |
| Settlement Fee to Cottonwood Title Insurance Agency, Inc. | 275.00 | |
| Government Recording and Transfer Charges | | |
| Recording Fees to Cottonwood Title Insurance Agency, Inc. | 54.00 | |
| Miscellaneous | | |
| Homeowner's Insurance Premium | 594.35 | |
| HOA - July Dues to The Views at Eaglewood HOA | 40.00 | |
| HOA - Reinvestment Fee to The Views at Eaglewood HOA | 500.00 | |
| | Debit | Credit |
| Subtotals | 515,894.73 | 417,810.33 |
| Due from Borrower | | 98,084.40 |
| Totals | 515,894.73 | 515,894.73 |

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Cottonwood Title Insurance Agency, Inc. to cause the funds to be disbursed in accordance with this statement.

Borrower

Diana Hernandez

Jamie Hudson Escrow Officer



City of North Salt Lake

10 East Center Street • North Salt Lake, Utah 84054
Phone: 801.335.8721 • Fax: 801.335.8719

INSPECTION NOTICE

| | ^ | Date: 7-378 |
|----------------------|---|---|
| Location: 483 | S. Parkinico Dr. Subdivision: The Vi | Permit No. /1008 |
| | | |
| Arrival Time: | Person Contacted: 72 | war Built |
| | oved: Perm. Powe | |
| Gas Line Approved | i:(psi) Water Later | al Approved:(psi) |
| Type of Inspection: | Refinal No | Bowl Adorso |
| | the occupy | |
| | OK- | PARICUPY |
| | P | |
| Inspector: | P R | eport Left: Yes |
| WORK | Work passes - authorized to p | roceed |
| APPROVED | ☐ Prior violations corrected | ☐ Concrete bond |
| UNABLE TO | ☐ Cannot locate property | ☐ Building locked |
| MAKE INSP. | ☐ Work not ready | ☐ Reinspection fee |
| WORK IN VIOLATION | ☐ Make necessary corrections ☐ Prior violations uncorrected ☐ Work must be completed with | ☐ STOP WORK ☐ Investigation fee a call for inspection |

E 3116724 B 7097 P 1307 **RICHARD T. MAUGHAN** DAVIS COUNTY, UTAH RECORDER 9/12/2018 4:13:00 PM FEE \$10.00 Pgs: 1 DEP eCASH REC'D FOR STOCK BUILDING SUF

WHEN RECORDED RETURN TO: BMC West LLC PO Box 2158 Layton, Utah 84041 801-564-6435

AMENDED NOTICE OF MECHANICS LIEN

Claimant:

BMC West LLC

Record Owner:

Reputed Owner: DIANA HERNANDEZ, 483 S PARKVIEW DR, NORTH SALT LAKE, UT 84054 DIANA HERNANDEZ, 483 S PARKVIEW DR, NORTH SALT LAKE, UT 84054

TAILOR BUILT HOMES #251390 EV322

4505 S WASATCH BLVD #130 SALT LAKE CITY, UT 84124

On 6/6/2017, a preliminary notice was filed by BMC West LLC, SCR Entry #5629049 for the property subject to this lien. As of result of the merger explained herein, all right, title and interest in such preliminary notice and is now vested in BMC West, LLC.

Amount owed: \$12402.01 together with interest, costs, and attorney fees as allowed by contract and by

First labor and materials were furnished: 1/27/2018 Last labor and materials were furnished: 8/30/2018

Property subject to this lien: County: DAVIS

Parcel #: 014730322

LEGAL DESCRIPTION: ALL OF LOT 322, VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 3, THE. CONT. 0.16000 ACRES.

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 and only if the following conditions are satisfied:

- (1)(a) the owner entered into a written contract with either a real estate developer or an original contractor;
- (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/rlrf.

DATED this September 12, 2018

CLAIMANT: BMC West LLC

801-564-6435

Karla Mosher ITS: Llen Coordinator

ACKNOWLEDGMENT

On September 12, 2018, Karla Mosher personally appeared before me and stated and swore under oath that she is the authorized agent to sign for Claimant, that this Notice of Mechanic's Lien was signed on claimant's behalf, that she 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 TAMARA VAN MEETEREN 691547 COMMISSION EXPIRES NOVEMBER 2, 2020 STATE OF UTAH

Notary Public

3108001 BK 7067 PG 300

E 3108001 B 7067 P 300 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 7/31/2018 10:24:00 AM FEE \$10.00 Pgs: 1 DEP eCASH REC'D FOR STOCK BUILDING SUPPLY

WHEN RECORDED RETURN TO: BMC West LLC PO Box 2158 Layton, Utah 84041 801-564-6435

NOTICE OF MECHANICS LIEN

Claimant:

BMC West LLC fka Stock Building Supply West

Record Owner:

Reputed Owner: DIANA HERNANDEZ, 483 S PARKVIEW DR, NORTH SALT LAKE, UT 84054 DIANA HERNANDEZ, 483 S PARKVIEW DR. NORTH SALT LAKE, UT 84054

Debtor: TAILOR BUILT HOMES #251390 EV322

4505 S WASATCH BLVD #130 SALT LAKE CITY, UT 84124

On September 1, 2016, Stock Building Supply West LLC merged with BMC West LLC. As of September 1, 2016 the merged companies are operating as BMC West, LLC. On June 6, 2017, a preliminary notice was filed by Stock Building Supply West, SCR Entry #5629049 for the property subject to this lien. As of result of the merger explained herein, all right, title and interest in such preliminary notice and is now vested in BMC West, LLC.

Amount owed: \$9492.31 together with interest, costs, and attorney fees as allowed by contract and by

First labor and materials were furnished: 1/27/2018 Last labor and materials were furnished: 7/17/2018

Property subject to this lien: County: DAVIS

Parcel #: 014730322

LEGAL DESCRIPTION: ALL OF LOT 322, VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 3, THE. CONT. 0.16000 ACRES.

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 and only if the following conditions are satisfied:

- (1)(a) the owner entered into a written contract with either a real estate developer or an original contractor;
- (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/rlrf.

DATED this July 23, 2018

CLAIMANT: BMC West LLC 801-564-6435

By: Karla Mosher ITS: Lien Coordinator

ACKNOWLEDGMENT

On July 23, 2018, Karla Mosher personally appeared before me and stated and swore under oath that she is the authorized agent to sign for Claimant, that this Notice of Mechanic's Lien was signed on claimant's behalf, that she 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 TAMARA VAN MEETEREN 691547 COMMISSION EXPIRES NOVEMBER 2, 2020 STATE OF UTAH

necelos OWOXO Notary Public

3119722 BK 7109 PG 225

E 3119722 B 7109 P 225-226
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/28/2018 10:22:00 AM
FEE \$15.00 Pgs: 2
DEP eCASH REC'D FOR BABCOCK SCOTT & BAI

Jason H. Robinson (8075)
Jason N. Dutson (15590)
BABCOCK SCOTT & BABCOCK, P.C.
370 East South Temple, 4th Floor
Salt Lake City, Utah 84111
Telephone: (801) 531-7000
jason@babcockscott.com
jdutson@babcockscott.com

Attorneys for Plaintiff

IN THE SECOND DISTRICT COURT

DAVIS COUNTY, STATE OF UTAH

BMC WEST, LLC d/b/a BMC, a Delaware limited liability company,

Plaintiff,

vs.

TAILOR BUILT HOMES, LLC, a Utah limited liability company; JOE WESEMANN, an individual; MARGAN WESEMANN, an individual; DIANA HERNANDEZ, an individual; TTMM LLC, a Utah limited liability company; PROVIDENT FUNDING ASSOCIATES L.P., a Utah limited partnership; CASTLE & COOKE MORTGAGE LLC, a Utah limited liability company; EIDER CAPITAL DEBT PARTNERS LLC; a Utah limited liability company; and JOHN DOES 1-30,

Defendants.

LIS PENDENS

Case No. 180700979

Judge: Glen R. Dawson

3119722 BK 7109 PG 226

NOTICE IS HEREBY GIVEN that on the 27th day of September, 2018, the above-entitled action was commenced in the above-entitled Court, wherein Plaintiff, BMC West, LLC d/b/a BMC, seeks to foreclose its Notices of Mechanics Lien filed in the official records of Davis County, State of Utah, covering those certain properties described below:

| Date | Entry No. | Book | Page | Serial # | Property Description |
|---------|--------------|------|------|-------------|--|
| 9/12/18 | 3116726 | 7097 | 1309 | 01-464-0216 | ALL OF LOT 216, VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 2, THE CONT. 0.11200 ACRES |
| 9/12/18 | 3116725 | 7097 | 1308 | 08-550-0103 | ALL OF LOT 103, FARMINGTON BUNGALOWS SUBDIVISION. CONT. 0.23400 ACRES |
| 8/29/18 | 3114158 | 7088 | 1438 | 01-473-0309 | ALL OF LOT 309, VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 3, THE CONT. 0.12300 ACRES |
| 9/12/18 | 3116724 | 7097 | 1307 | 01-473-0322 | ALL OF LOT 322, VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 3, THE. CONT. 0.16000 ACRES |

DATED this 27th day of September, 2018.

BABCOCK SCOTT & BABCOCK, P.C.

Jason N. Dutson
Attorneys for Plaintiff

STATE OF UTAH

:ss.

COUNTY OF SALT LAKE

On this 24 day of September, 2018, personally appeared before me Jason N. Dutson, the signer of the above instrument, who duly acknowledged to me that he executed the same.

SHARON J. ORTEGA
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 08/26/2019
Commission # 684545

UTAH NOTARY PUBLI

2

3114376 BK 7089 PG 884

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 E 3114376 B 7089 P 884
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/30/2018 2:55:00 PM
FEE \$10.00 Pgs: 1
DEP eCASH REC'D FOR WASATCH LIEN SERVICE

Parcel I.D.# 01-473-0322

NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the duly authorized recording agent of **Premier Building Supply, LLC, 1060 South 500 East, American Fork, Utah 84003**, (801) 492-1200 (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 **Diana Hernandez**. Said real property is located at 483 South Parkyiew Drive, North Salt Lake, Davis County, State of Utah, described as follows:

ALL OF LOT 322, THE VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 3. CONT. 0.16000 ACRES.

The Lien Claimant was employed by and did provide building materials at the request of **Tailor Built Homes**, **LLC**, with the address of 4505 South Wasatch Boulevard, Suite 130, Salt Lake City, Utah 84124, for the benefit and improvement of the above-described real property. The Lien Claimant's material and services were first provided on July 19, 2018 and last provided on July 19, 2018. There is due and owing to the Lien Claimant the sum of \$2,896.00, 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 \$5; 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/rlrf.

WASATCH LIEN SERVICE, LLC Agent/for the Lien Claimant

\ \

Jamie Crnich

STATE OF UTAH

: ss.

)

COUNTY OF SALT LAKE

Jamie Crnich, as manager of Wasatch Lien Service, LLC, personally appeared before the on August 30, 2018 and acknowledged that Wasatch Lien Service, LLC is the agent for Premier Building Supply, LLC, and acknowledged that she executed the above document.

Notary Public Order #1792-0818-15

JANICE C. MENSINK Notary Public State of Utah My Commission Expires on: June 20, 2022

Comm. Number: 700719

3104010 BK 7053 PG 122

E 3104010 B 7053 P 122
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
7/10/2018 11:41:00 AM
FEE \$10.00 Pgs: 1
DEP eCASH REC'D FOR WASATCH LIEN SERVI

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

Parcel I.D.# 01-473-0322

NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the duly authorized recording agent of **Dudley Concrete Pumping, Inc., 712 South Auto Mall Drive, American Fork, Utah 84003**, (801) 763-1339 (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 **Tailor Built Homes, LLC**. Said real property is located at 483 South Parkview Drive, North Salt Lake, Davis County, State of Utah, described as follows:

ALL OF LOT 322, THE VIEWS AT EAGLEWOOD VILLAGE PUD PHASE 3. CONT 0.16000 ACRES.

The Lien Claimant was employed by and did provide concrete pumping at the request of **Tailor Built Homes, LLC**, with the address of 4505 South Wasatch Boulevard, Suite 130, Salt Lake City, Utah 84124, for the benefit and improvement of the above-described real property. The Lien Claimant's material and services were first provided on December 15, 2017 and last provided on December 15, 2017. There is due and owing to the Lien Claimant the sum of \$800.50, 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-I1-108 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/rlrf.

WASATCH LIEN SERVICE, LLC Agent for the Lien Claimant

Rv

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 10, 2018 and acknowledged that Wasatch Lien Service, LLC is the agent for Dudley Concrete Pumping, Inc., and acknowledged that she executed the above document.

Notary Public Order #1314-0718-07

JANICE C. MENSINK
Notary Public State of Utah
My Commission Expires on:
June 20, 2022
Comm. Number: 700719

3114463 BK 7089 PG 1330

WHEN RECORDED MAIL TO: Parry Plumbing LLC, 529 E Fireice Rose Lane Sandy UT 84070

Accommodation Recording

E 3114

RICHA

DAVIS

8/30/20

E 3114463 B 7089 P 1330 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 8/30/2018 4:55:00 PM FEE \$10.00 Pgs: 1

DEP eCASH REC'D FOR VANGUARD TITLE INS

NOTICE OF INTEREST

The undersigned hereby claim and assert an interest in the property described as follows:

Lot 322,THE VIEWS AT EAGLEWOOD VILLAGE P.U.D PHASE 3, Vacating amending and Re-Subdividing Lot,6 Eaglewood Village Subdivision, according to the official plat thereof as recorded in the office of the Davis County Recorder, State of Utah

Purported Address: 483 S Parkview Dr. North Salt Lake UT 84054

Parcel Identification Number: 01-473-0322

Dated this 30 day of August, 2018.

Parry Plumbing LLC

Brandon Parry, Wner/Managing Member

STATE OF UTAH)
)ss.
COUNTY OF)

On the 30, day of August, 2018, personally appeared before me Brandon Parry, Owner and Managing Member of Parry Plumbing LLC, the signer(s) of the above instrument, who duly acknowledged that it was executed by authority.

BROOKE TAYLOR ADAIR
Notary Public, State of Utah
Commission # 696154
My Commission Expires On
September 15, 2021

Notary Public

Application Report

Homeowner Application

Property ID: BIGROB001 January 10, 2019

Application Examined by: Chris Rogers

Homeowner: Johnny & Desiree Robison

Homeowners' Attorney:

Original Contractor: Big Will's Concrete

License Number: Type:

License Issuance Date: License End Date:

Comments:

Attorney:

Abstract and Recommendation

Division's Recommendation: Deny

The homeowner failed to comply with the requirements of Utah Code Ann 38-11-204. The homeowner failed to provide evidence of a written contract between the homeowner and a licensed contractor. The evidence provided by the homeowner shows that the general contractor -- Big Wills Concrete -- is not a licensed contractor in the state of Utah. As a result, the Division is recommending denial of the application

for a certificate of compliance because the homeowner failed to satisfy all of the statutory requirements.

Factual Review and Analysis

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

The homeowner provided a copy of a written agreement.

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

See above.

Did Homeowner pay Original Contractor in full? Yes

Evidence of full payment: Canceled Checks

The homeowner paid in full purusant to the terms of the agreement.

Property ID: BIGROB001 Page 2 of 2

Does residence qualify as "owner-occupied"? Yes

The homeowner provided evidence that the property was owned by the homeowners and is an owner-occupied residence.

Date: 10/26/2018 Receipt Mumber: 7544490 Amount Paid: \$30.00

APPLICATION FOR CERTIFICATE OF COMPLIANCE

| Applicant: | |
|--|--|
| Name: Johnny Kobison | · |
| Address of Property against which Lien was | as filed: 4066 w Sun Dr. |
| City: Salt Lake | State: Utgh Zip: B4118 |
| Telephone: (801) 965-8511 | Email: Vipericr @ Netzoro.com |
| | r mailing address? |
| | ling address: |
| Tax Parcel Number (found on your annual p | property tax notice): 21-18-432-019-0000 |
| | nd on the Notice of Lien): |
| | |
| | |
| Applicant's Attorney or Other Represent | |
| Name: | |
| Firm: | · |
| Address: | · |
| City: | State: Zip: |
| Telephone: () | Email: |

RECEIVED

OCT 26 2018

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

| Original Contractor/Factory Built Housing Retailer/Real Estate Developer: |
|--|
| Company Name: Big Will's Concrete |
| Address: 4121 N. Sleeping Hollow Dr. |
| City: Eagle Mountain State: Ut. Zip: 84005 |
| Telephone: (801) 949-3012 Email: |
| Original Contractor/Factory Built Housing Retailer/Real Estate Developer's Attorney (if applicable): |
| Name: |
| Firm: |
| Address: |
| City: State: Zip: |
| Telephone: () Email: |
| Mechanics' Lien Holders: Attach a copy of all notice of liens filed on your property. List all companies or individuals who have filed a mechanics' lien on your residence. Company or Individual Name: Metro Ready Mix, LLC Company or Individual Name: |
| Company or Individual Name: |
| Company or Individual Name: |
| Company or Individual Name: |
| *Note you are required to send a copy of this application and all attachments by certified mail, return receipt requested, to all lien claimants and the party with whom you contracted |

| Written Contract: |
|--|
| Did you enter into a written contract? Utah Code Ann. § 38-11-204(4)(a) |
| Yes. Attach a copy of the contract to this application |
| □ No. Explain: |
| <u></u> |
| |
| |
| |
| Required documentation of licensure or exemption from licensure: |
| Check which section best describes your situation & <u>attach</u> the supporting documentation: |
| ☐ Contracted with a licensed contractor - <i>Utah Code Ann. § 38-11-204(4)(a)(i):</i> ① <u>Attach</u> evidence your contractor was licensed |
| ☐ Contracted with an exempt contractor - <i>Utah Code Ann. § 38-11-204(4)(a)(i):</i> ① <u>Attach</u> evidence your contractor was exempt from licensure |
| □ Contracted with a real estate developer - Utah Code Ann. § 38-11-204(4)(a)(ii): ① Attach evidence the developer had ownership interest in the property ② Attach evidence the developer offered the residence for sale to the public ③ Attach a copy of the contract between the developer and a licensed contractor |
| Found out after work was Done that he was not payment in Fully a licensed contractor |
| Payment in Full: 9 11CENSES CONTRACTOR |
| Did you pay your original contractor in full according to the terms of the written contract and any modifications to that contract? <i>Utah Code Ann. § 38-11-204 (4)(b)</i> |
| Yes. Attach documents demonstrating payment (ex: canceled checks, HUD settlement statement) |
| □ No. Explain: |
| |
| |
| |

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF JOHNNY Robison (Homeowners' Name) | AFFIDAVIT OF COMPLIANCE, CERTIFICATION, AND RELEASE OF INFORMATION |
|--|--|
| LOCATED AT 4066 W SUN Dr. (Address, City, and State of the property) Salt Lake City, Ut. 84118 | |

STATE OF UTAH

COUNTY OF Salt Lake

I, Johnny Robison
(Name of person completing application)

, being first duly sworn state as follows:

- 1. I am authorized to sign this affidavit for the homeowner described and identified in this application.
- 2. The information contained in this application and the supporting documents are free from fraud, misrepresentation, or omission of material fact.
- 3. I will ensure that any information subsequently submitted to DOPL in conjunction with this application and/or its supporting documents will meet the same standard set forth above.
- 4. I understand that homeowners and/or their representatives who report false information, withhold information, or present false or misleading documentation pertinent to an application in order to receive a Certificate of Compliance from the Lien Recovery Fund to which they are not entitled will be disqualified from receiving said Certificate and may be subject to both criminal prosecution and civil penalties.
- 5. I understand that this application will be classified as a public record and will be available for inspection by the public except with regard to the release of information which is classified as controlled, private, or protected under the Government Records Access and Management Act or restricted by other law.

| 6. | Type of Residence: (check the appropriate box) ■ Detached single family dwelling □ Duplex (single building with two separate □ More than two living units in building | e living units) |
|--|--|---|
| 7. | Date construction of the project was complete: (you ☐ Certificate of Occupancy ☐ Final Inspection ☑ No substantial work left to complete ☐ Original contractor was terminated | must check one box & fill in date) Date / / Date / / Date / / _ Date / / _ Date / / |
| 8. | Date the residence was/will be occupied: (you must only Do not intend to occupy ▶ Have occupied the residence since □ Will occupy the residence on | Date 5 / 1 / 91 Date/ |
| 9. | How the residence is/will be used: (check the appropriate of the content of the | |
| specification applied Residure requiremy applied Signature | by authorize all persons, institutions, governmental agrically included in the preceding characterization, which cation, to release to the Division of Occupational and Idence Lien Recovery Fund Advisory Board, any files, and for the Division of Occupational and Professional opplication. Liture of Affiant (sign here) | ch are set forth directly or by reference in this Professional Licensing, State of Utah or the records or information of any type reasonably Licensing or the Board to properly evaluate 10 26 18 Date |
| Subsc (SEA) | MERI HEIMULI Notary Public • State of Utah Commission # 679961 COMM. EXP. 11-20-2018 | OCTOROV, 2018 Jotary Public |

...

Date: 10/26/2018 Receipt Number: 7,544487 Amount Pald: \$30.00

APPLICATION FOR CERTIFICATE OF COMPLIANCE

| Applicant: |
|---|
| Name: Desiree Robison |
| Address of Property against which Lien was filed: 4066 W SUN Drive |
| City: Kearns State: Utah Zip: 84118 |
| Telephone: (801) 965-8511 Email: Scooter chix 70@ yahoo.com |
| Is the address listed above the same as your mailing address? Yes No |
| If "no," please provide your complete mailing address: |
| Tax Parcel Number (found on your annual property tax notice): $21-18-432-019$ -0000 |
| Legal Description and/or Lot Number (found on the Notice of Lien): |
| · |
| |
| Applicant's Attorney or Other Representative (if applicable): |
| Name: |
| Firm: |
| Address: |
| City: State: Zip: |
| Telephone: (Email: |

RECEIVED

OCT 26 2018

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

| Original Contractor/Factory Built Housing Retailer/Real Estate Developer: |
|--|
| Company Name: Big Wills Concrete |
| Address: 4121W Sleeping Hollow Drive |
| City: Eagle Mountain state: 4tah zip: 84005 |
| Telephone: (801) 949-3012 Email: |
| Original Contractor/Factory Built Housing Retailer/Real Estate Developer's Attorney applicable): |
| Name: |
| Firm: |
| Address: |
| City: State: Zip: |
| Telephone: () Email: |
| Mechanics' Lien Holders: <u>Attach</u> a copy of all notice of liens filed on your property. List all companies or individuals who have filed a mechanics' lien on your residence. |
| Company or Individual Name: Metro Beady Mix, LLC |
| Company or Individual Name: |
| Company or Individual Name: |
| Company or Individual Name: |
| *Note you are required to send a copy of this application and all attachments by certified mail, return |

receipt requested, to all lien claimants and the party with whom you contracted

UTAH CODE ANN. § 38-1a-701(6)(e).

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF (Homeowners' Name) | AFFIDAVIT OF COMPLIANCE, CERTIFICATION, AND RELEASE OF INFORMATION |
|---|--|
| LOCATED AT 40/0/10 Sun Drive. (Address, City, and State of the property) Salt lake City, Utah 84/18 | ` |

STATE OF UTAH.

:ss.

COUNTY OF Salt lake)

I, Desiree Robison , being first duly sworn state as follows:

- 1. I am authorized to sign this affidavit for the homeowner described and identified in this application.
- 2. The information contained in this application and the supporting documents are free from fraud, misrepresentation, or omission of material fact.
- 3. I will ensure that any information subsequently submitted to DOPL in conjunction with this application and/or its supporting documents will meet the same standard set forth above.
- 4. I understand that homeowners and/or their representatives who report false information, withhold information, or present false or misleading documentation pertinent to an application in order to receive a Certificate of Compliance from the Lien Recovery Fund to which they are not entitled will be disqualified from receiving said Certificate and may be subject to both criminal prosecution and civil penalties.
- 5. I understand that this application will be classified as a public record and will be available for inspection by the public except with regard to the release of information which is classified as controlled, private, or protected under the Government Records Access and Management Act or restricted by other law.

| 6. | Type of Residence: (check the appropriate box) ☐ Detached single family dwelling ☐ Duplex (single building with two separat ☐ More than two living units in building | e living units) |
|--|--|---|
| 7. | Date construction of the project was complete: (you ☐ Certificate of Occupancy ☐ Final Inspection ☐ No substantial work left to complete ☐ Original contractor was terminated | must check one box & fill in date) Date |
| 8. | Date the residence was/will be occupied: (you must ☐ Do not intend to occupy Have occupied the residence since ☐ Will occupy the residence on | Date// |
| 9. | How the residence is/will be used: (check the approp | oriate box) |
| specification application Resider requirements my applications and the second s | by authorize all persons, institutions, governmental a lically included in the preceding characterization, whation, to release to the Division of Occupational and ence Lien Recovery Fund Advisory Board, any files, and for the Division of Occupational and Professional plication. Lical Professional Profe | ich are set forth directly or by reference in this Professional Licensing, State of Utah or the records or information of any type reasonably |
| Subsc | Mon | |
| (SEAI | MERI HEIMULI Notary Public • State of Utah Commission # 679961 COMM. EXP. 11-20-2018 | Notary Public |

DOPL-AP-096 REV 2018-06-05.

| Desirec Robison Homeowner's Name 40 Wow Sun Drive | |
|--|------------------------------------|
| Homeowner's Address Salt Jake City Homeowner's City, State, & Zip Salt Jake City Salt Jake | • |
| Homeowner's Telephone Number | |
| BEFORE THE DIVISION OF OCCUPATIONAL AND PROFESSIONA DEPARTMENT OF COMMERCE, STATE OF UTAH | L LICENSING |
| Desiree Robison CERTIFICATE OF | SERVICE |
| Big Wills Concrete Original Contractor Viliami Mafuahingano | |
| I hereby certify that on the 26 day of October 2016 a CERTIFICATE OF COMPLIANCE APPLICATION to Big Will 5 (original contractor's name for services provided on property owned by 40 low Sun Drive, by deposit the U.S. mail return receipt requested posterior and addressed to | Concrete |
| in the U.S. mail, return receipt requested, postage pre-paid, addressed to: Big Wills Concrete (Viliam; Mafuahinga actional contractor's name) 4121 N. Sleeping Hollow Drive, Eagle (Original contractor's address, city, state (& zip) 9590 94024131 8092 78 | <u>Mountain</u> , Ut 84009 7460 |
| Certified mail return receipt numbers: 70/8/130 0600 3446 3 | 3138 |
| DATED this <u>36</u> day of <u>October</u> , <u>3018</u> (year) Signature | A000 |

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Desiree Robison (Homeowners' Name) Located at 4066 w Sun Drive City Salt lake City Zip 84118 Tax Parcel Number 21-18-432-019-0000 | AFFIDAVIT OF COMPLIANCE |
|--|---|
| 1, Desiree Robison. | being first duly sworn state as follows: |
| | and the supporting documents are true and correct tently submitted in conjunction with this application |
| 2. I understand that it is my responsibility to reamy application for Certificate of Compliance. | d and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on 1 Viliami Mafuahine and the general contract, including all changes | 0/22/17 for service, labor, or materials with: gand Big Wills Concrete and additions, totaled: \$ 5,448,00 |
| 4. The following entities have demanded paymer general contract: (attach separate sheet if need to be a company of the company | nt for service, labor or materials associated with the ded) |
| 5. The residence is a single family dwelling or dunits. See Utah Code § 38-11-102(22). | uplex and contains no more than two separate living |
| | t or lessee as a primary or secondary residence and ate of the completion of the construction on the $\frac{10 + 25 / 18}{\text{Date}}$ |
| Subscribed and sworn to before me this 250 d | lay of OCTOBEY ,2018 MUNDALLUM ignature of Notary Public |

My Commission Expires July 30, 2020

| Desiree Robison Homeowner's Name 40 Glow Sun Drive Homeowner's Address Saltlake City, Utah 84 Homeowner's City, State, & Zip 801 9105-8511 Homeowner's Telephone Number | 118 |
|--|--|
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | |
| Desiree Robison Homeowner's Name | CERTIFICATE OF SERVICE |
| Bill Wills Concrete Original Contractor | |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATIO for services provided on property owned by the complete of the comple | N to Metro Read Mix, LC (vear) Read Mix, LC (original contractor's name) SUD contract/ lien holder |
| (original contractor's address, city, state, & zip) | n holder Ke City, Utah 84101 |
| _ | 402 41318092 787484 300000 2446 3121 contractor) |
| DATED this 26 day of October (month) | Julie Polisen Signature |

| Homeowner's Name 4066 Sun Dr. Homeowner's Address Saft Lgla City, Utah 84/18 Homeowner's City, State, & Zip BOL - 965 - 8511 Homeowner's Telephone Number | |
|---|--|
| BEFORE THE DIVISION OF OCCUPATION DEPARTMENT OF COMM | |
| Johnny Robison Homeowner's Name Rig Will's Concrete Original Contractor Villam Mafuahingno | CERTIFICATE OF SERVICE |
| | · · · · · · · · · · · · · · · · · · · |
| I hereby certify that on the day of day of a CERTIFICATE OF COMPLIANCE APPLICATION for services provided on property owned by Juhnu | (month) (year) Tto Big Wills Concrete (briginal contractor's name) |
| in the U.S. mail, return receipt requested, postage pre-p | paid, addressed to: |
| | ni Mafuahingano) Drive Eggle Mountain, Ut. 84005 10 9402 4131 8092 7874 53 |
| Certified mail return receipt numbers: 7018 113 | |
| DATED this 26 day of October (month) | 2018 (vear) phature |

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

| IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF Johnny Robison (Homeowners' Name) Located at 4066 W Sun Dr. City Salt Lake Zip 84/18 Tax Parcel Number 21-18-432-019-006 | - |
|--|--|
| I, Johnny Robison | , being first duly sworn state as follows: |
| | on and the supporting documents are true and correct quently submitted in conjunction with this application |
| 2. I understand that it is my responsibility to my application for Certificate of Compliance | ead and understand all statues and rules pertaining to |
| 3. I entered into an oral or written contract on and the general contract, including all change | for service, labor, or materials with: (Big Wills Concrete) es and additions, totaled: \$ 5448.00 |
| 4. The following entities have demanded paym general contract: (attach separate sheet if ne Metro Ready Mix | nent for service, labor or materials associated with the needed) |
| 5. The residence is a single family dwelling or units. See Utah Code § 38-11-102(22). | duplex and contains no more than two separate living |
| | ant or lessee as a primary or secondary residence and date of the completion of the construction on the 10/25/18 Date |
| Subscribed and sworn to before me this 25 Notary Public - State of Utah ALISON MARSHALL | day of OCTOBEN, 2018 Signature of Notary Public |
| DI AD 006 PURE 2018 Commission #689911 | 0 |

DOPL-AP-096 R

My Commission Expires July 30, 2020

State of Utah

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

160 East 300 South, P.O. Box 146741 Salt Lake City, Utah 84114-6741 Telephone (801) 530-6628 www.dopl.utah.gov

Certificate of Compliance Application Checklist

| Ц | \$30 non-refundable application fee |
|---|--|
| | Complete Application. The following must be attached your application: |
| | A copy of your written contract with the general contractor. |
| | Evidence establishing the owner of the residence on the date the contract was entered (ex: warranty deed, title search, or copy of property tax notice showing you owned the property at the time contract was signed.) |
| | Evidence your contract was paid in full (ex: canceled checks, HUD, affidavit) |
| , | ☐ Evidence establishing the project completion date (ex: copy of Certificate of Occupancy, final inspection, or date of work substantially complete/termination) |
| | Copies of liens filed on residence |
| | ☐ Evidence your contractor was licensed (<u>www.dopl.utah.gov</u> Verify a License") |
| | ☑ Certificate of Service proving that you sent a copy of this application and all attachments by certified mail/return receipt requested, to all lien claimants and the party with whom you contracted. |

Submit the above items to one of the following:

| By U.S. Mail | DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741 |
|---------------------------|--|
| In Person or Express Mail | 160 East 300 South 1st Floor Salt Lake City, Utah 84111 |

For Questions:

Contact (801) 530-6396 or (866) 275-3675 (Utah only) or E-mail: anaegelin@utah.gov

| John River | |
|---|--|
| Homeowner's Name | |
| Homeowner's Address Soft Lake City, Utah 84/18 | |
| BOL - 965 - 8511 Homeowner's Telephone Number | |
| | ONAL AND PROFESSIONAL LICENSING MERCE, STATE OF UTAH |
| Johnny Robism Homeowner's Name | CERTIFICATE OF SERVICE |
| Big Will's Concrete Original Contractor | 7 |
| I hereby certify that on the day of a CERTIFICATE OF COMPLIANCE APPLICATIOn for services provided on property owned by | N to Me tro Ready MIX, LLC Note that the contractor's name; Sub Con |
| in the U.S. mail, return receipt requested, postage pre | -paid, addressed to: |
| in the U.S. mail, return receipt requested, postage pre Metro Ready Mix, LL (original contractor's name) Sub Contractor / Lein hold 343 W. 400 So. Salt (original contractor's address, eity, state, & zip) Certified mail return receipt numbers: 7019 11 (number for original | 19kz city Hah 84101 |
| (original contractor's address; eity, state, & zip) | 407 4131 8092 7874 4h |
| Certified mail return receipt numbers: 7018 11 (number for original | 30 000 20 2446 3114 (contractor) |
| DATED this 26 day of October (month) | , 2018 (year) |
| | Mgnature September 1 |

K. Wayne Cushing, CPA Salt Lake County Treasurer

#211843201900009#

4066 W SUN DR

***AUTO**SCH 5-DIGIT 84118

ROBISON, JOHNNY C & DESIREE L; JT

SALT LAKE CITY UT 84118-4529

2017 PROPERTY TAX NOTICE OWNER'S ORIGINAL

ORIG AA 55086-P168 T158



Website: slco.org/treasurer Email: slcotreasurer@slco.org

Tel: (385) 468-8300 Fax: (385) 468-8301

2001 South State Street #N1-200 Salt Lake City, UT 84190-0001

Hours: 8AM - 5PM

Closed: November 10, 23 & 24

18-432-019-0000

* Flaxe District ABP

4066 W SUN DR

: Mortgage Holder : :

NO MORTGAGE HOLDER

| 1997年,1997年,1997年,1997年(1997年)。 | | | |
|---|----------------------|--|--|
| Property Assessment Mar | ket Vajue | Service Provider | |
| Primary: Residential | 179,700 | GRANITE SCHOOL DISTRICT | |
| Secondary: Residential & Commercial | | STATE BASIC SCHOOL LEVY UT CHARTER SCHOOL-GRANITE | -3 |
| Secondary: Agricultural | "A | SALT LAKE COUNTY SL COUNTY LIBRARY | Trucker desking of |
| Total Market Value | 179,700 | SO SL VALLEY MOSQUITO | |
| Property Reductions | | JORDAN VALLEY WATER CONS TAYLORSV BENN IMPROVEMENT OQUIRRH REC & PARKS | The state of the s |
| *Utah Residential Exemption - 45% Discount | 80,865 | CENTRAL UT WATER CONSERV MULTI COUNTY ASSESS/COLL | |
| Greenbelt Reduction | | COUNTY ASSESS/COLL LEVY UNIFIED FIRE SVCE AREA | and the same of th |
| Exempt Reduction | | SL VLY LAW ENFORCEMENT | |
| Urban Farming Reduction | na Talena anaka aren | | |
| Total Taxable Value | 98,835 | | |
| * The 45% discount only applies to the first acre of primary residential (not business) property. | | Total Tax | |

| * The 45% discount only applies to the fir | st acre d | of primary |
|--|-----------|------------|
| residential (not business) property. | | |

A DETAIL REVIEW OF PROPERTY CHARACTERISTICS WAS CONDUCTED FOR THIS PROPERTY IN 2013

THIS PROPERTY MAY BE SUBJECT TO A DETAIL REVIEW IN 2018

| Service Provider | Tax Rate | Undgment Levy | Amounte |
|---------------------------|----------|------------------|----------|
| GRANITE SCHOOL DISTRICT | .005086 | .000000 | 502.67 |
| STATE BASIC SCHOOL LEVY | .001568 | .000000 | 154.97 |
| UT CHARTER SCHOOL-GRANITE | .000125 | .000000 | 12.35 |
| SALT LAKE COUNTY | .002219 | .000019 | 221.20 |
| SL COUNTY LIBRARY | .000605 | .000007 | 60.49 |
| SO SL VALLEY MOSQUITO | .000017 | .000000 | 1.68 |
| JORDAN VALLEY WATER CONS | .000400 | .000000 | 39.53 |
| TAYLORSV BENN IMPROVEMENT | .000136 | .000000 | 13.44 |
| OQUIRRH REC & PARKS | .001005 | .000000 | 99.33 |
| CENTRAL UT WATER CONSERV | .000400 | .000000 | 39.53 |
| MULTI COUNTY ASSESS/COLL | .000010 | .000000 | 1.00 |
| COUNTY ASSESS/COLL LEVY | .000242 | .000002 | 24.12 |
| UNIFIED FIRE SVCE AREA | .001809 | .000003 | 179.09 |
| SL VLY LAW ENFORCEMENT | .002031 | .000002 | 200.93 |
| | , | | |
| 1 | | | |
| 3 | | | |
| | • ; | | |
| Total Tax | .015653 | .000033 | 1,550.33 |

A tax rate typically used when a large business property owner wins a property value appeal for a previous year. The County refunds the business owner and collects the equivalent amount from the affected tax districts.

A Certification is an unpaid taxpayer service provided by a local entity.

IN-PERSON / BY MAIL

Cash or Check (Credit or Debit cards are not accepted)

CREDIT/DEBIT CARD (Bank Fees: Credit 2.4% (\$1:95 min.) / Debit 1% (\$1 min.)

- Online Payment: slco.org/treasurer
- Telephone Toll-free Payment: 855-362-0841
- Smart Phone QR Payment:



eCHECK (electronic check currently no bank processing fee)

 slco.org/treasurer "Make A Payment Online" and follow prompts (Bank account & routing #s needed)

State Circuit Breaker Relief Local Circuit Breaker Relief Indigent Relief Veteran Relief Blind Relief Board Ordered Relief **Prepaid Taxes**

TOTALDUG 1,550.33

Please review the important info on the reverse side

| JOHNN 4086 W 5985 | ROBISON 2/88 Y ROBISON S 801-065-0511 S, UT 84116 | 9390 31-7890/3200 |
|---|--|------------------------------------|
| DAY Viliam i TY TOYTHE ORDER OF THE Thaisom | Tatuahingano How humbed for | \$ 3,44888 Exeight Pallers 10 1 |
| | O BOX 45048 al Law Cab, UT Bates was de work, UT Bates and work 1 2 3 3 3 1 | i Robison. |
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| AFCU 1098619055751 | 767 >324377516< 050 0000 | 018 BR050-T02 20171026 |
| in it is the | e state | |
| 1.4 | .2 | a. 🧸 🧸 |

| | DESIREE ROBISON JOHNNY ROBISON | 2/88 | | 9357 |
|--|--|--------------------|------------|-------------------|
| | 4066 W 5985 S 801-065-8511 KEARNS, UT 84118 | 10/2 | 2/17 Date | 31.7890/3240 3 |
| PAY VILIA | mi Matush | NOGNO | | 0000 |
| TO THE ORDER (| Thosond | ant | no Dolla | |
| A | e Tiene ná i ni conú clus de colone l | | | |
| CHENT | ELFIRS POBOXASO46 UNION SATLANACHY UFBATAS WWW.disploon | $\bigcirc n$ | | |
| For Deposed | tor rencrute | John | Horn | |
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|) (| | • 9357 | | مار مار مار مارس |
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Wasatch Lien Service, LLC

April 5, 2018

CERTIFIED NO. 9171999991703809922602

Johnny C. and Desiree L. Robison 4066 West Sun Drive Salt Lake City, UT 84118

Re:

Lien Against:

Lot 7, Paramount Park, 4066 West Sun Drive, Salt Lake City, Utah

Lien Claimant: Metro Ready Mix, LLC

Contracting Party:

Bowman Construction, LLC

Gentlemen/Ladies:

Please be advised that the attached Construction Lien has been recorded at the request of Metro Ready Mix, LLC (the "Lien Claimant"). The Construction Lien is allowed by Utah law, and it is intended to secure the payment of work, equipment and/or materials provided by the Lien Claimant for the improvement of your real property. The Construction Lien establishes and preserves the Lien Claimant's legal rights for collection granted to all contractors or suppliers pursuant to Utah law. If you do not understand the legal ramifications of this Construction Lien, you should seek legal counsel or representation.

This Construction Lien will be released from the County records upon payment of all monies due to the Lien Claimant. If the obligation is not paid, the Lien Claimant reserves the right to take further action to enforce its right of lien or bond claim, including that of commencing an action to foreclose the Construction Lien.

The Lien Claimant's preference, of course, is to avoid any litigation of this matter; all parties would be best served by your prompt satisfaction of this account. Toward that end, we encourage you to contact the Lien Claimant directly and make the necessary payment arrangements.

Your acknowledgment of this Construction Lien and any future correspondence regarding this Construction Lien should be made directly to the Lien Claimant, Please contact Dallas Stephens of Metro Ready Mix, LLC at (801) 456-1635, as all matters regarding this account are handled by them or their appointed legal counsel.

Respectfully,

Jamie Crnich

Wasatch Lien Service, LLC

Metro Ready Mix, LLC Bowman Construction, LLC 485-0418-11

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

Parcel I.D.# 21-18-432-019-0000 NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the duly authorized recording agent of Metro Ready Mix, LLC, 343 West 400 South, Salt Lake City, Utah 84101, (801) 456-1635 (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 Johnny C. and Desiree L. Robison. Said real property is located at 4066 West Sun Drive, Salt Lake City, Salt Lake County, State of Utah, described as follows:

LOT 7, PARAMOUNT PARK #6.

The Lien Claimant was employed by and did provide concrete delivery at the request of **Bowman Construction**, **LLC**, with the address of 6467 West Oxford Row Drive, Unit I101, West Jordan, Utah 84081, for the benefit and improvement of the above-described real property. The Lien Claimant's material and services were first provided on October 26, 2017 and last provided on October 26, 2017. There is due and owing to the Lien Claimant the sum of \$1,644.42, 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

Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rlrf.

WASATCH LIEN SERVICE, LLC Agent for the Lien Claimant

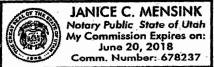
By:

STATE OF UTAH

SS.

COUNTY OF SALT LAKE

Jamie Crnich, as manager of Wasatch Lien Service, LLC, personally appeared before me on April 5, 2018 and acknowledged that Wasatch Lien Service, LLC is the agent for Metro Ready Mix, LLC, and acknowledged that Sorvice, LLC is the agent for Metro Ready Mix, LLC, and acknowledged that Sorvice, LLC is the agent for Metro Ready Mix, LLC, and acknowledged that Sorvice, LLC is the agent for Metro Ready Mix, LLC order #485-0418-11



Big Wills Original Bid. 801-949-3012 CUSTOMER'S ORDER NO. DEPARTMENT NAME ADDRESS Sun Drive CITY, STATE, ZIP Otah SOLD BY CASH C.O.D. CHARGE ON. ACCT. MDSE. RETD. PAID OUT DESCRIPTION AMOUNT QUANTITY PRICE 10 11 into 13 15 16 \$ 5948

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| | WORK PERFORMED AT: |
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| (homeowner) | Kearns, Utah |
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| Material is guaranteed to be as specified, and the above work wa | as performed in accordance with the drawings and specifications provided for the |
| we work and was completed in a substantial workmanlike mann | er for the agreed sum of |
| | _Dollars (\$). |
| s is a Partial Full invoice due and payable by: | Month Day Year |
| accordance with our Agreement Proposal No. | Dated Day Year |
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