

# Application Report

# Homeowner Application

Property ID: BONMAY001

March 27, 2019

Application Examined by: Kevin Westwood

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Homeowner: Kristal Alayne May

Homeowners' Attorney:

Original Contractor: Bonfire Building Corp

License Number: 7217368-5501

Type: Licensed Contractor

License Issuance Date: 12/29/2008

License End Date: 11/30/2019

Comments:

Attorney:

## Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of compliance pursuant to Utah Code Ann 38-11-204(4). 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

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: Canceled Checks

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. The contracted project

was a detached garage on the property.

Date: 01/18/2019  
Receipt Number: 7675303  
Amount Paid: \$30.00

# APPLICATION FOR CERTIFICATE OF COMPLIANCE

**Applicant:**

Name: Kristal Alayne May

Address of Property against which Lien was filed: 1240 S 4000 E

City: Salt Lake City State: UT Zip: 84111

Telephone: (801) 898-2212 Email: kristalamay@gmail.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): 16-07-455-022-0000

Legal Description and/or Lot Number (found on the Notice of Lien): Lot 35+36 Pendleton's

**Applicant's Attorney or Other Representative (if applicable):**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

RECEIVED  
JAN 18 2019  
DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING

**Original Contractor/Factory Built Housing Retailer/Real Estate Developer:**

Company Name: Bonfire Building

Address: 338 E. Cherrycrest

City: Draper State: UT Zip: 84020

Telephone: (801) 842-3300 Email: brandendbateman@gmail.com

**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: Geneva Rock Products

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

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)*

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

① Attach 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

**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? *Utah Code Ann. § 38-11-204 (4)(b)*

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

Kristal May  
(Homeowners' Name)

LOCATED AT 1240 S 400E, Salt Lake City, UT  
(Address, City, and State of the property)

AFFIDAVIT OF COMPLIANCE,  
CERTIFICATION, AND RELEASE OF  
INFORMATION

STATE OF UTAH )  
COUNTY OF SALT LAKE:SS.

I, Kristal May, being first duly sworn state as follows:  
(Name of person completing application)

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.

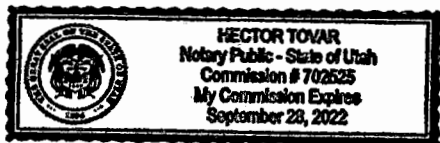
6. Type of Residence: *(check the appropriate box)*  
 Detached single family dwelling  
 Duplex (single building with two separate living units)  
 More than two living units in building
7. Date construction of the project was complete: *(you must check one box & fill in date)*  
 Certificate of Occupancy Date      /      /       
 Final Inspection Date 9 / 4 / 2018  
 No substantial work left to complete Date      /      /       
 Original contractor was terminated Date      /      /
8. Date the residence was/will be occupied: *(you must check one box & fill in date)*  
 Do not intend to occupy  
 Have occupied the residence since Date 9 / 4 / 2018  
 Will occupy the residence on Date      /      /
9. How the residence is/will be used: *(check the appropriate box)*  
 Owner's primary residence  
 Owner's secondary residence  
 Tenant or Lessee's primary residence  
 Tenant or Lessee's secondary residence  
 Other (explain) Detached garage

I hereby authorize all persons, institutions, governmental agencies, employers, or any others not specifically included in the preceding characterization, which are set forth directly or by reference in this application, to release to the Division of Occupational and Professional Licensing, State of Utah or the Residence Lien Recovery Fund Advisory Board, any files, records or information of any type reasonably required for the Division of Occupational and Professional Licensing or the Board to properly evaluate my application.

[Signature] Date 1 / 18 / 19  
 Signature of Affiant *(sign here)* Date

Subscribed and sworn to before me this 18<sup>th</sup> day of Jan, 2019

(SEAL) [Signature]  
 Signature of Notary Public



Kristal May  
Homeowner's Name  
1240 S 400 E  
Homeowner's Address  
Salt Lake City, UT 84111  
Homeowner's City, State, & Zip  
801-898-2212  
Homeowner's Telephone Number

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

Kristal May  
Homeowner's Name  
v  
Bonfire Building  
Original Contractor

CERTIFICATE OF SERVICE

I hereby certify that on the 18<sup>th</sup> day of January 2019, I served  
a CERTIFICATE OF COMPLIANCE APPLICATION to Bonfire Building  
for services provided on property owned by Kristal May, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

Bonfire Building c/o Brandon Bateman  
338 E. Cherrycrest, Draper, UT 84020

Certified mail return receipt numbers: 7017 0190 0000 7436 7284  
USPS Certified mail tracking #

DATED this 18<sup>th</sup> day of January, 2019

[Signature]  
Signature



Kristal May  
Homeowner's Name  
1240 S 400 E  
Homeowner's Address  
Salt Lake City UT 84111  
Homeowner's City, State, & Zip  
801-898-2212  
Homeowner's Telephone Number

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

<u>Kristal May</u> Homeowner's Name  v <u>Banfire Building</u> Original Contractor	<b>CERTIFICATE OF SERVICE</b>
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I hereby certify that on the 18<sup>th</sup> day of January, 2019, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to Geneva Rock Products  
(original contractor's name)  
for services provided on property owned by ~~Banfire Building~~, by depositing a copy  
Kristal May  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

Geneva Rock Products c/o Shane Inglesby  
(original contractor's name)  
302 W 5400 S, Suite 200, Murray, UT 84107  
(original contractor's address, city, state, & zip)

Certified mail return receipt numbers: 7017 0190 0000 7436 7291  
(number for original contractor) USPS Certified Tracking #

DATED this 18<sup>th</sup> day of January, 2019  
(date) (month) (year)

Kristal May  
Signature

7284 9472 0000 0610 2102

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark  
Here

Sent To Geneva Rock Products Attn: Ingles

Street and Apt. No., or PO Box No.  
302 W 5400 S, Ste 200

City, State, ZIP+4®  
MURRAY, UT 84107

PS Form 3800, April 2015; PSN 7530-02-000-9047 See Reverse for Instructions

COPY OF ORIGINAL

7284 9472 0000 0610 2102

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark  
Here

Sent To Bankfire Building Attn: Brandon Bateman

Street and Apt. No., or PO Box No.  
338 E. Cherrycrest

City, State, ZIP+4®  
DRAPER UT 84020

PS Form 3800, April 2015; PSN 7530-02-000-9047 See Reverse for Instructions

## Details for Bonfire Building LLC

### License Information

Name:	Bonfire Building LLC	
City, State, Zip, Country:	Draper UT 84020 United States	
Profession:	Contractor	
License Type:	Contractor With LRF	
License Number:	7217368-5501	
Obtained By:	Application	
License Status:	Active	
Original Issue Date:	12/29/2008	
Expiration Date:	11/30/2019	
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107	
Docket Number:	N/A	
Classification(s):	Qualifier(s):	Association Date(s):
R100 - Residential and Small Commercial	Brandon D. Bateman	12/29/2008

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

\*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. [Click here for citations.](#)

# Annual Tax and Interest Statement

Reporting Date 12/31/17  
 Provident Funding Associates, L.P.  
 Servicing Division  
 P.O. Box 5914  
 Santa Rosa, CA 95402-5914  
 Toll Free Number (800) 696-8199

Loan ID [REDACTED]  
 OMB No. 1545-0901  
**Mortgage Interest Statement**  
 Recipient Federal identification number 77-0323586  
 Customer's Tax ID Number XXX-XX-6580  
 Property Address 1240 SOUTH 400 EAST  
 SALT LAKE CITY  
 UT 84111  
 2017

KRISTAL A MAY  
 1240 SOUTH 400 EAST  
 SALT LAKE CITY, UT 84111

FORM 1098 - Tax And Interest Information	
1 Mortgage interest received from payer(s)/borrower(s)	\$4,133.81
2 Outstanding Mortgage Principal as of 1/1/2017	
3 Mortgage Origination Date	07/10/17
4 Refund of Overpaid Interest	\$0.00
5 Mortgage Insurance Premiums	\$0.00
6 Points Paid	\$1,050.00
7 Is address of property securing mortgage same as PAYER'S/BORROWER'S address?	<input checked="" type="checkbox"/>
8 Property Address	
9 Property Description	
10 Number of Mortgaged Properties	
11 Real Estate Taxes Paid	\$1,672.72

Principal Balance Information	
Ending Principal Balance	\$278,305.19
Principal Applied	-\$1,694.81
Negative Amortization	\$0.00
Assistance Amount	\$0.00

Escrow Information	
Beginning Balance	\$1,543.48
Deposits	\$750.08
Property Taxes	-\$1,672.72
Insurance	\$0.00
Other Disbursements	-\$77.77
Ending Balance	\$543.07

Interest Paid Information	
Interest Paid on Escrow	\$0.00
Interest Paid on Loss Draft	\$0.00

FORM 1099-INT - Interest Income	
1 Interest Income	\$0.00

### FORM 1098 INFORMATION:

**What's new:** IRS Publication 1220 announced mortgage insurance premiums paid or accrued after December 31, 2012 would not be eligible to be treated as interest paid by the payer/borrower. However, tax law passed by Congress extended the treatment of mortgage insurance premiums as qualified residence interest through December 31, 2014. Please refer to your tax preparer for guidance on whether mortgage insurance premiums paid in 2017 may be treated as qualified residence interest.

**New reporting requirements.** The Surface Transportation and Veterans Health Care Choice Improvement Act of 2015 contains new reporting requirements for recipients of mortgage interest. For forms 1098 issued to payers after December 31, 2017, the address or description of property securing the mortgage, the outstanding mortgage principal as of January 1, 2017, and the mortgage origination date must be reported to the IRS by the Mortgage Servicer.

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

The information on this statement was reported to the IRS with the tax payer ID (Social Security Number) for the addressee named above.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 4.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

**Payer's/Borrower's taxpayer identification number.** For your protection, this form may show only the last four digits of your SSN, ITIN, ATIN, or EIN. However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the lender has assigned to distinguish your account.

### Box Descriptions- FORM 1098:

**Box 1.** Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buydown" mortgage. Such amounts are deductible by you only in certain circumstances. **Caution:** If you prepaid interest in 2017 that accrued in full by January 15, 2018, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2017 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

**Box 2.** Shows the outstanding mortgage principal on the mortgage as of January 1, 2017.

**Box 3.** Shows the date of the mortgage origination.

**Box 4.** Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 4 amount on the "Other income" line of your 2017 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and Itemized Deduction Recoveries in Pub. 525.

**Box 5.** If an amount is reported in this box, it may qualify to be treated as deductible mortgage interest. See the 2017 Schedule A (Form 1040) instructions and Pub. 936.

**Box 6.** Not all points are reportable to you. Box 6 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 6 may also be deductible. See Pub. 936 to figure the amount you can deduct.

**Box 7.** If the address of the property securing the mortgage is the same as the payer's/borrower's, the lender may have checked this box, and boxes 8 and 9 will be blank. If not, either box 8 or 9 will be completed.

**Box 8.** This is the address of the property securing the mortgage.

**Box 9.** This is the description of the property securing the mortgage, if box 7 is not checked and box 8 is not completed.

**Box 10.** If more than one property secures the loan, shows the number of properties mortgaged. If only one property secures the loan, this box may be blank.

**Box 11.** The interest recipient may use this box to give you other information, such as real estate taxes or insurance paid from escrow.

### FORM 1099-INT INFORMATION:

#### Instructions For Recipient

**Box 1.** Shows interest paid to you during the calendar year by the payer. This does not include interest shown in box 4. If you receive a Form 1099-INT for interest paid on a tax-exempt obligation, please see instructions for your tax return.

**Nominees.** If your federal identification number is shown on this form and the form includes amounts belonging to another person you are considered a nominee recipient. You must file Form 1099-INT for each of the other owners showing the income allocable to each. You must also file a Form 1099-INT to each of the other owners. File form(s) 1099-INT with Form 1096, Annual Summary and Transmittal of U.S. Information Returns, with the Internal Revenue Service Center in your area. On each Form 1099-INT, list yourself as the "payer" and the other owner as "recipient." On form 1096, list yourself as the "filer." A husband or wife is not required to file a nominee return to show amounts owned by the other.



# Citizen Access Portal

- Announcements
- Register for an Account
- Receipt/Reports (4) ▾
- Login

- Home
- Building
- Business License
- Civil Enforcement
- Engineering
- Events
- Fire
- Fix the Bricks
- Planning
- Property Management
- more ▾

- Check/Research Permits
- Schedule an Inspection

**Record BLD2018-07402:**  
**Residential Accessory Building**  
**Record Status: Closed**

Record Info ▾	Payments ▾
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## Work Location

1240 S 400 E  
 Salt Lake City

## Record Details

### Applicant:

BRANDON BATEMAN  
 Bonfire Building LLC  
 338 Cherry Crest Dr  
 Draper, UT, 84020  
 Phone 1: (Work)8018423300  
 BRANDONBATEMAN@GMAIL.COM

### Licensed Professional:

Bonfire Building LLC  
 338 Cherry Crest Dr  
 Draper, UT, 84020  
 Phone 1: (Work)8018423300  
 PROFESSIONAL 7217368-5501

### Project Description:

MAY GARAGE  
 DETACHED GARAGE

### Owner:

MAY, KRISTAL A  
 1240 S 400 E  
 SALT LAKE CITY UT 841114749

### More Details

#### Additional Information

**Job Value(\$):**  
 \$12,000.00

#### Application Information

**ACCESSORY BUILDING**  
 Square footage of work area: 300  
 Distance from Property Line: 5  
 Distance from Neighboring primary Structure: 7' 16"  
 Construction Type Classification: V-B  
 Project Dox: Yes

#### Parcel Information

**Parcel Number:**  
 16-07-455-022-0000

#### Land Use:

SINGLE FAMILY RESIDENCE

**Legal Description:**  
 PENDLETON'S SUB 0825. LOT 35 & 36, PENDLETON'S TOGETHER WITH 1/2 VACATED ALLEY, ABUTTING ON W. 4428-0173 5889-2736 6393-2809 8100-1820. 8255-5700,5701 9122-2234 10099-4503 10215-4727 10435-3861. 10526-1792 10530-8856.

**199 - Building Final (7002943, )**

1240 S 400 E

Salt Lake City

Print

**Status**

**Details**

**Complete**

9/4/2018 2:07 PM

Desired Date: TBD

*Last updated*

Beauen Pond

9/4/2018 2:07 PM

**Record**

BLD2018-07402

Residential Accessory Building

**Related Inspections**

Showing 0-0 of 0

ID	Inspection Name	Relationship	Status
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No records found.

Routine LLC  
801-842-3300

**Contractors Invoice**

WORK PERFORMED AT:

TO: CRYSTAL MARY

1240 S. 400E.  
SLC, UT 84111

DATE: 9/12/18

YOUR WORK ORDER NO.

OUR BID NO.

**DESCRIPTION OF WORK PERFORMED**

Garage Contract # 3019 14,890  
plus SLC permit # 07402 + 501.88

- ① EXTRA ITEMS: ① Demo small sided  $\phi$
- ② sheet house wall  $\phi$   
INSTALL NEW SIDING + 550
- ③ Haul-off fence guys TRASH  $\phi$
- ④ power upgrade (add 3 outlets) + 150  
2 LIGHTS

TOTAL 16,091.88

- ② credits/payments  
deposit: -3500.00  
1/2 payment: -7500.00  
deduct stump gnnds -350

TOTAL CREDITS

$\downarrow$   
16,091.88  
- 11,350.00  
4,741.88

TOTAL AVE

4,741.88

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 \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_

in accordance with our  Agreement  Proposal

No. \_\_\_\_\_ Dated \_\_\_\_\_

Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

KRISTAL MAY 09-14  
PH. 801-898-2212  
1914 S 1000 E  
SALT LAKE CITY, UT 84105

31-7955/3240

315

DATE 6/14/19

PAY TO  
THE ORDER OF

Bonfire, LLC

\$ 3500.00

Three thousand five hundred and 00 DOLLARS

MOUNTAIN AMERICA  
CREDIT UNION

MEMO

Garage Deposit

Kristal May

⑆324079555⑆ [REDACTED] 0315

SPECIALTY PRINT

*06/14/19*  
CREDITED TO THE ACCOUNT OF  
THE WITHIN NAMED PAYEE  
AGENCY OF DEPOSIT GUARANTEED  
8879 • US BANK • 8679



KRISTAL MAY 09-14  
PH. 801-898-2212  
1914 S 1000 E  
SALT LAKE CITY, UT 84105

31-7855/3240

319

DATE 9/13/18

PAY TO THE ORDER OF

Bonfire LLC

\$ 4,741.88

Four thousand seven hundred one and 88/100

DOLLARS

MOUNTAIN AMERICA  
CREDIT UNION

MEMO

Garage final payment

⑆324079555⑆ 0319

*[Handwritten signature]*

KRISTAL MAY 09-14  
PH. 801-898-2212  
1914 S 1000 E  
SALT LAKE CITY, UT 84105

31-7855/3240

316

DATE 7/31/18

PAY TO THE ORDER OF

Bonfire, LLC \$ 7,500  
Seven thousand five hundred and 00/100 DOLLARS

MOUNTAIN AMERICA  
CREDIT UNION

MEMO

Garage Yut Uy

⑆324079555⑆ 0316

SECURITY MARK

ENDORSE HERE

*Handwritten signature*

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
EXCEPT FOR FINANCIAL INSTITUTION USE \*

US BANK ATM  
080118 KC  
ST PAUL MN  
>091000022<

480209\*\*\*\*\*1055 SUS4U712 750000  
20180731 4408 153154071606

The entity features listed here, as well as those previously listed, covered under FDIC insurance.  
Specialty Features: For all of our financial institutions.  
Recall: For all of our financial institutions.  
Cashier's services: For all of our financial institutions.  
\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

When Recorded, Mail To:  
Geneva Rock Products  
302 West 5400 South Suite 200  
Murray, Utah 84107

12915336  
1/8/2019 2:41:00 PM \$12.00  
Book - 10744 Pg - 4497  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
GENEVA ROCK PRODUCTS  
BY: eCASH, DEPUTY - EF 1 P.

Parcel I.D. # 16-07-455-022-0000

**\*\*\*NOTICE OF CONSTRUCTION LIEN\*\*\***

To Whom It May Concern:

**NOTICE:**

NOTICE IS HEREBY GIVEN, in accordance with Section 38-11-204 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 actions being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this Contract if, and only if, the following conditions are satisfied:

1. The owner entered into a written contract with either a real estate developer or an original contractor;
2. The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades licensing Act; and
3. The owner paid, in full, the original contractor or real estate developer, or their successor or assign, in accordance with the written contract and any written or oral amendments to the contract.

The undersigned Shane B. Inglesby, on behalf of Geneva Rock Products, Inc., a Utah Corporation, gives notice of intention to hold and claim a lien upon the property and improvements thereon owned and reputed to be owned by Kristal A May which property is located in Salt Lake County, State of Utah and is more particularly described as follows:

Lot 35 & 36, Pendleton's. Together with 1/2 vacated alley abutting on W. 4428-0173 5889-2736 6393-2809 8100-1820 8255-5700,5701 9122-2234 10099-4503 10215-4727 10435-3861 10526-1792 10530-8856

The amount owing thereon is \$2,447.16, which amount is due for the furnishing of construction material and/or labor used in the construction or improvements upon the above described property.

GENEVA ROCK PRODUCTS, INC., furnished said materials at the request of Bonfire Buildings LLC, to be paid for as follows: Payment in full on or before the 15<sup>th</sup> day of the month following the date of delivery, including interest on past due balances at the rate of 18% per annum, (1-1/2% per month), as well as attorneys fees and collection fees as accrued both before and after judgement, the balance which remains unpaid, but all which became due 30 days after delivery.

The first material was furnished on July 31, 2018, the last material was furnished on August 23, 2018. All of which material GENEVA ROCK PRODUCTS, INC., became entitled to \$2,447.16, which is the reasonable value thereof, and against which there are not just credits or offsets, and for which demand GENEVA ROCK PRODUCTS, INC., holds and claims by lien by virtue of the provisions of Chapter 1, Title 38, Utah Code Unannotated, 1953.

All real property set forth and described above is necessary for the reasonable use and occupation of the improvements.

Dated this the 8th, day of January, 2019.

GENEVA ROCK PRODUCTS, INC.

Shane B. Inglesby, Corporate Credit Manager

By:



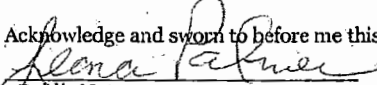
STATE OF UTAH )

SS

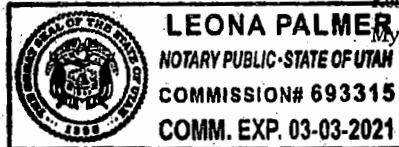
COUNTY OF SALT LAKE )

Shane B. Inglesby, being first duly sworn deposes and says: That he is the Corporate Credit Manager of GENEVA ROCK PRODUCTS, INC., a Utah Corporation, the named corporation in this notice of lien; that he has read the same and knows the content thereof and that the same is true to his knowledge; that he makes this affidavit for and on behalf of said claimant as it's authorized agent; and that said GENEVA ROCK PRODUCTS, INC., executed the same by authority of a resolution of it's Board of Directors.

Acknowledge and sworn to before me this the 8th, day of January, 2019.

  
Public Notary

Residing at: Salt Lake  
My Commission Expires: March 3, 2021





January 14, 2019

Via U.S. Mail and Certified Mail No.: 7014 0150 0000 5955 1658

Kristal A May  
1240 S 400 E  
Salt Lake City UT 84111

Re: Notice of Mechanic's Lien

Dear Kristal:

Please be aware that on January 14, 2019 Geneva Rock Products recorded a Notice of Mechanic's Lien. The county recorders office shows you to be the owner of record. Utah law requires that we notify you within thirty (30) days of our recording such a lien. This notice fulfills this requirement. A copy of this instrument is attached. This was recorded at the office of the Salt Lake County Recorder as entry number 12915336.

If your contractor Bonfire Building LLC has been paid, your responsibility to this lien remains. Please contact them immediately. If they cannot produce a Release of Lien from Geneva Rock Products, please contact us.

If you have not paid for your materials directly to us or to your contractor or their subcontractors, demand is hereby made for immediate payment. If this is not paid along with the associated costs within fifteen (15) days of this letter, we may refer this for further actions.

If you have questions regarding this matter, please let me know.

Sincerely,

Shane B. Inglesby, CCE  
Corporate Credit Manager  
(801) 281-7916

SBI/lp  
Enclosure

Cc: Bonfire Building LLC



Locally Owned and Operated



# BONFIRE BUILDING CORP.

# CONTRACT

Brandon Bateman 801.842.3300

No 3019

338 E. Cherrycrest, Draper, UT 84020  
License #7217368-5501

Date 6/14/18

Customer Name KRYSTAL MAY

Project Address 1240 S. 400 E.  
SLC UT  
84111

Project Manager BB/ASHTON

Building Dimensions 12x24 Wall Height 8

Contract Price \$14,892 + 300 (EX ST) (DOWNSH) PERMITS

Exterior Finish: VINYL SIDING (LIFETIME WARRANTY)

Concrete:  12" x 18" Concrete Footings with 2 #4 Bars Horizontal 1/2" J Bolts 32" O.C.  
Per Local Code and 4" Concrete Floor

Three Phase Foundation

Framing: 2x4s 16" O.C. 7/16 O.S.B. 2x4 Engineered Trusses 24" O.C.

2-ply 12" Laminated Beam Over Garage Door Opening

Roof: 4/12 Pitch "V-Webb"  
30 Yr Asphalt Shingles over 7/16 O.S.B. 30# Felt Underlayment

Windows 0

Entry Doors 2068

Over Head Door 9x7 1000 (WINDOWS) CLEAR GLASS Motor:  Yes  No

Exterior Concrete: DRIVE 210 (BAR) SQ. FEET LONG PANEL (LIFT MASTER)

Description: DRIVE EAST OF GARAGE (ACCESS) & 6'x3' WALK  
FROM ENTRY TO EXISTING WALK

Electrical:  Yes  No 20 Amp Service  
Underground Overhead

Extras Included in Contract Price: (1) GRASS REMOVAL, SELECT FILL, COMPACTION, 6 BAG  
MIN W/ FIBER (SEALER) (2) CUT & DEMO 8" TO 10" OF EXISTING CONCRETE  
(3) 2 STUMP GRINDS (4) "ENGINEERED" FRONT WALL FOR 9' WIDE DOOR.  
\* NOTE: NO INTERIOR FINISH! (INC. SHI TRUCK, MOLDINGS, ETC)

Contract Terms: 25% 1. (\$1,000) Deposit due at signing. (received 3,500 6/14/18)  
50% 2. 50% of contract price due upon completion of footing & foundation (7,400) ST  
balance 3. Contract balance due upon contract completion (received 7,500 July 31) BOB

Note: **Contractor** is responsible to complete described work, clean-up project location, and remove garbage/construction debris from project.

CLIENT:  
WILL PAY BALANCE  
DUE UPON SATISFACTION  
& FINAL INSPECTION  
PASSED

**Client** is responsible to pay final invoice due on completion of specified work and project clean-up. A 10% late fee will be applied if invoice becomes 30 days delinquent, and attorney fees will be re-imbursed to bonfire LLC should litigation become necessary to collect invoice.

Both Parties agree to the terms and conditions of this contract:

[Signature]  
Home Owner / Client

Date 6/14/18

[Signature]  
Bonfire Building Corp.

Date 6/14/18

# Application Report

# Homeowner Application

Property ID: BONMAY001

March 27, 2019

Application Examined by: Kevin Westwood

---

Homeowner: Kristal Alayne May

Homeowners' Attorney:

Original Contractor: Bonfire Building Corp

License Number: 7217368-5501

Type: Licensed Contractor

License Issuance Date: 12/29/2008

License End Date: 11/30/2019

Comments:

Attorney:

## Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of compliance pursuant to Utah Code Ann 38-11-204(4). 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**

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: Canceled Checks

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. The contracted project

was a detached garage on the property.

Date: 01/18/2019  
Receipt Number: 7675303  
Amount Paid: \$30.00

# APPLICATION FOR CERTIFICATE OF COMPLIANCE

**Applicant:**

Name: Kristal Alayne May

Address of Property against which Lien was filed: 1240 S 4000 E

City: Salt Lake City State: UT Zip: 84111

Telephone: (801) 898-2212 Email: kristalamay@gmail.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): 16-07-455-022-0000

Legal Description and/or Lot Number (found on the Notice of Lien): Lot 35+36 Pendleton's

**Applicant's Attorney or Other Representative (if applicable):**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

RECEIVED  
JAN 18 2019  
DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING



**Original Contractor/Factory Built Housing Retailer/Real Estate Developer:**

Company Name: Bonfire Building

Address: 338 E. Cherrycrest

City: Draper State: UT Zip: 84020

Telephone: (801) 842-3300 Email: brandendbateman@gmail.com

**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: Geneva Rock Products

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

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)*

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

① Attach 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

**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? *Utah Code Ann. § 38-11-204 (4)(b)*

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

Kristal May  
(Homeowners' Name)

LOCATED AT 1240 S 400E, Salt Lake City, UT  
(Address, City, and State of the property)

AFFIDAVIT OF COMPLIANCE,  
CERTIFICATION, AND RELEASE OF  
INFORMATION

STATE OF UTAH )  
COUNTY OF SALT LAKE:SS.

I, Kristal May, being first duly sworn state as follows:  
(Name of person completing application)

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.

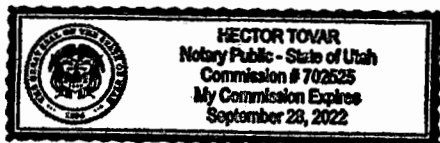
6. Type of Residence: *(check the appropriate box)*  
 Detached single family dwelling  
 Duplex (single building with two separate living units)  
 More than two living units in building
7. Date construction of the project was complete: *(you must check one box & fill in date)*  
 Certificate of Occupancy Date      /      /       
 Final Inspection Date 9 / 4 / 2018  
 No substantial work left to complete Date      /      /       
 Original contractor was terminated Date      /      /
8. Date the residence was/will be occupied: *(you must check one box & fill in date)*  
 Do not intend to occupy  
 Have occupied the residence since Date 9 / 4 / 2018  
 Will occupy the residence on Date      /      /
9. How the residence is/will be used: *(check the appropriate box)*  
 Owner's primary residence  
 Owner's secondary residence  
 Tenant or Lessee's primary residence  
 Tenant or Lessee's secondary residence  
 Other (explain) Detached garage

I hereby authorize all persons, institutions, governmental agencies, employers, or any others not specifically included in the preceding characterization, which are set forth directly or by reference in this application, to release to the Division of Occupational and Professional Licensing, State of Utah or the Residence Lien Recovery Fund Advisory Board, any files, records or information of any type reasonably required for the Division of Occupational and Professional Licensing or the Board to properly evaluate my application.

[Signature] Date 1 / 18 / 19  
 Signature of Affiant *(sign here)* Date

Subscribed and sworn to before me this 18<sup>th</sup> day of Jan, 2019

(SEAL) [Signature]  
 Signature of Notary Public



Kristal May  
Homeowner's Name  
1240 S 400 E  
Homeowner's Address  
Salt Lake City, UT 84111  
Homeowner's City, State, & Zip  
801-898-2212  
Homeowner's Telephone Number

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

Kristal May  
Homeowner's Name  
v  
Bonfire Building  
Original Contractor

CERTIFICATE OF SERVICE

I hereby certify that on the 18<sup>th</sup> day of January 2019, I served  
a CERTIFICATE OF COMPLIANCE APPLICATION to Bonfire Building  
for services provided on property owned by Kristal May, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

Bonfire Building c/o Brandon Bateman  
338 E. Cherrycrest, Draper, UT 84020

Certified mail return receipt numbers: 7017 0190 0000 7436 7284  
USPS Certified mail tracking #

DATED this 18<sup>th</sup> day of January, 2019

[Signature]  
Signature

Kristal May  
Homeowner's Name  
1240 S 400 E  
Homeowner's Address  
Salt Lake City UT 84111  
Homeowner's City, State, & Zip  
801-898-2212  
Homeowner's Telephone Number

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

<u>Kristal May</u> Homeowner's Name  v <u>Bonfire Building</u> Original Contractor	<b>CERTIFICATE OF SERVICE</b>
---	-------------------------------

I hereby certify that on the 18<sup>th</sup> day of January, 2019, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to Geneva Rock Products  
(original contractor's name)  
for services provided on property owned by ~~Bonfire Building~~, by depositing a copy  
Kristal May  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

Geneva Rock Products c/o Shane Inglesby  
(original contractor's name)  
302 W 5400 S, Suite 200, Murray, UT 84107  
(original contractor's address, city, state, & zip)

Certified mail return receipt numbers: 7017 0190 0000 7436 7291  
(number for original contractor) USPS certified tracking #

DATED this 18<sup>th</sup> day of January, 2019  
(date) (month) (year)

Kristal May  
Signature

7284 9472 0000 0610 2102

U.S. Postal Service  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark  
Here

Sent To Geneva Rock Products Attn: Ingles

Street and Apt. No., or PO Box No.  
302 W 5400 S, Ste. 200

City, State, ZIP+4®  
MURRAY, UT 84107

PS Form 3800, April 2015; PSN 7530-02-000-9047 See Reverse for Instructions

COPY OF ORIGINAL

7284 9472 0000 0610 2102

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

OFFICIAL USE

Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$

Postmark  
Here

Sent To Bankfire Building Attn: Brandon Bateman

Street and Apt. No., or PO Box No.  
338 E. Cherrycrest

City, State, ZIP+4®  
DRAPER UT 84020

PS Form 3800, April 2015; PSN 7530-02-000-9047 See Reverse for Instructions

## Details for Bonfire Building LLC

### License Information

Name:	Bonfire Building LLC	
City, State, Zip, Country:	Draper UT 84020 United States	
Profession:	Contractor	
License Type:	Contractor With LRF	
License Number:	7217368-5501	
Obtained By:	Application	
License Status:	Active	
Original Issue Date:	12/29/2008	
Expiration Date:	11/30/2019	
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107	
Docket Number:	N/A	
Classification(s):	Qualifier(s):	Association Date(s):
R100 - Residential and Small Commercial	Brandon D. Bateman	12/29/2008

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

\*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. [Click here for citations.](#)



# Annual Tax and Interest Statement

Reporting Date 12/31/17  
 Provident Funding Associates, L.P.  
 Servicing Division  
 P.O. Box 5914  
 Santa Rosa, CA 95402-5914  
 Toll Free Number (800) 696-8199

Loan ID 2 [REDACTED]  
 OMB No. 1545-0901  
**Mortgage Interest Statement**  
 Recipient Federal identification number 77-0323586  
 Customer's Tax ID Number XXX-XX-6580  
 Property Address 1240 SOUTH 400 EAST  
 SALT LAKE CITY  
 UT 84111  
 2017

KRISTAL A MAY  
 1240 SOUTH 400 EAST  
 SALT LAKE CITY, UT 84111

FORM 1098 - Tax And Interest Information	
1 Mortgage interest received from payer(s)/borrower(s)	\$4,133.81
2 Outstanding Mortgage Principal as of 1/1/2017	
3 Mortgage Origination Date	07/10/17
4 Refund of Overpaid Interest	\$0.00
5 Mortgage Insurance Premiums	\$0.00
6 Points Paid	\$1,050.00
7 Is address of property securing mortgage same as PAYER'S/BORROWER'S address?	<input checked="" type="checkbox"/>
8 Property Address	
9 Property Description	
10 Number of Mortgaged Properties	
11 Real Estate Taxes Paid	\$1,672.72

Principal Balance Information	
Ending Principal Balance	\$278,305.19
Principal Applied	-\$1,694.81
Negative Amortization	\$0.00
Assistance Amount	\$0.00

Escrow Information	
Beginning Balance	\$1,543.48
Deposits	\$750.08
Property Taxes	-\$1,672.72
Insurance	\$0.00
Other Disbursements	-\$77.77
Ending Balance	\$543.07

Interest Paid Information	
Interest Paid on Escrow	\$0.00
Interest Paid on Loss Draft	\$0.00

FORM 1099-INT - Interest Income	
1 Interest Income	\$0.00

### FORM 1098 INFORMATION:

**What's new:** IRS Publication 1220 announced mortgage insurance premiums paid or accrued after December 31, 2012 would not be eligible to be treated as interest paid by the payer/borrower. However, tax law passed by Congress extended the treatment of mortgage insurance premiums as qualified residence interest through December 31, 2014. Please refer to your tax preparer for guidance on whether mortgage insurance premiums paid in 2017 may be treated as qualified residence interest.

**New reporting requirements.** The Surface Transportation and Veterans Health Care Choice Improvement Act of 2015 contains new reporting requirements for recipients of mortgage interest. For forms 1098 issued to payers after December 31, 2017, the address or description of property securing the mortgage, the outstanding mortgage principal as of January 1, 2017, and the mortgage origination date must be reported to the IRS by the Mortgage Servicer.

A person (including a financial institution, a governmental unit, and a cooperative housing corporation) who is engaged in a trade or business and, in the course of such trade or business, received from you at least \$600 of mortgage interest (including certain points) on any one mortgage in the calendar year must furnish this statement to you.

The information on this statement was reported to the IRS with the tax payer ID (Social Security Number) for the addressee named above.

If you received this statement as the payer of record on a mortgage on which there are other borrowers, furnish each of the other borrowers with information about the proper distribution of amounts reported on this form. Each borrower is entitled to deduct only the amount he or she paid and points paid by the seller that represent his or her share of the amount allowable as a deduction. Each borrower may have to include in income a share of any amount reported in box 4.

If your mortgage payments were subsidized by a government agency, you may not be able to deduct the amount of the subsidy. See the instructions for Form 1040, Schedule A, C, or E for how to report the mortgage interest. Also, for more information, see Pub. 936 and Pub. 535.

**Payer's/Borrower's taxpayer identification number.** For your protection, this form may show only the last four digits of your SSN, ITIN, ATIN, or EIN. However, the issuer has reported your complete identification number to the IRS.

**Account number.** May show an account or other unique number the lender has assigned to distinguish your account.

### Box Descriptions- FORM 1098:

**Box 1.** Shows the mortgage interest received by the recipient/lender during the year. This amount includes interest on any obligation secured by real property, including a home equity, line of credit, or credit card loan. This amount does not include points, government subsidy payments, or seller payments on a "buydown" mortgage. Such amounts are deductible by you only in certain circumstances. **Caution:** If you prepaid interest in 2017 that accrued in full by January 15, 2018, this prepaid interest may be included in box 1. However, you cannot deduct the prepaid amount in 2017 even though it may be included in box 1. If you hold a mortgage credit certificate and can claim the mortgage interest credit, see Form 8396. If the interest was paid on a mortgage, home equity, line of credit, or credit card loan secured by your personal residence, you may be subject to a deduction limitation.

**Box 2.** Shows the outstanding mortgage principal on the mortgage as of January 1, 2017.

**Box 3.** Shows the date of the mortgage origination.

**Box 4.** Do not deduct this amount. It is a refund (or credit) for overpayment(s) of interest you made in a prior year or years. If you itemized deductions in the year(s) you paid the interest, you may have to include part or all of the box 4 amount on the "Other income" line of your 2017 Form 1040. No adjustment to your prior year(s) tax return(s) is necessary. For more information, see Pub. 936 and Itemized Deduction Recoveries in Pub. 525.

**Box 5.** If an amount is reported in this box, it may qualify to be treated as deductible mortgage interest. See the 2017 Schedule A (Form 1040) instructions and Pub. 936.

**Box 6.** Not all points are reportable to you. Box 6 shows points you or the seller paid this year for the purchase of your principal residence that are required to be reported to you. Generally, these points are fully deductible in the year paid, but you must subtract seller-paid points from the basis of your residence. Other points not reported in box 6 may also be deductible. See Pub. 936 to figure the amount you can deduct.

**Box 7.** If the address of the property securing the mortgage is the same as the payer's/borrower's, the lender may have checked this box, and boxes 8 and 9 will be blank. If not, either box 8 or 9 will be completed.

**Box 8.** This is the address of the property securing the mortgage.

**Box 9.** This is the description of the property securing the mortgage, if box 7 is not checked and box 8 is not completed.

**Box 10.** If more than one property secures the loan, shows the number of properties mortgaged. If only one property secures the loan, this box may be blank.

**Box 11.** The interest recipient may use this box to give you other information, such as real estate taxes or insurance paid from escrow.

### FORM 1099-INT INFORMATION:

#### Instructions For Recipient

**Box 1.** Shows interest paid to you during the calendar year by the payer. This does not include interest shown in box 4. If you receive a Form 1099-INT for interest paid on a tax-exempt obligation, please see instructions for your tax return.

**Nominees.** If your federal identification number is shown on this form and the form includes amounts belonging to another person you are considered a nominee recipient. You must file Form 1099-INT for each of the other owners showing the income allocable to each. You must also file a Form 1099-INT to each of the other owners. File form(s) 1099-INT with Form 1096, Annual Summary and Transmittal of U.S. Information Returns, with the Internal Revenue Service Center in your area. On each Form 1099-INT, list yourself as the "payer" and the other owner as "recipient." On form 1096, list yourself as the "filer." A husband or wife is not required to file a nominee return to show amounts owned by the other.



# Citizen Access Portal

- Announcements
- Register for an Account
- Receipt/Reports (4) ▾
- Login

- Home
- Building
- Business License
- Civil Enforcement
- Engineering
- Events
- Fire
- Fix the Bricks
- Planning
- Property Management
- more ▾

- Check/Research Permits
- Schedule an Inspection

**Record BLD2018-07402:**  
**Residential Accessory Building**  
**Record Status: Closed**

<b>Record Info</b> ▾	<b>Payments</b> ▾
----------------------	-------------------

## Work Location

1240 S 400 E  
 Salt Lake City

## Record Details

### Applicant:

BRANDON BATEMAN  
 Bonfire Building LLC  
 338 Cherry Crest Dr  
 Draper, UT, 84020  
 Phone 1: (Work)8018423300  
 BRANDONBATEMAN@GMAIL.COM

### Licensed Professional:

Bonfire Building LLC  
 338 Cherry Crest Dr  
 Draper, UT, 84020  
 Phone 1: (Work)8018423300  
 PROFESSIONAL 7217368-5501

### Project Description:

MAY GARAGE  
 DETACHED GARAGE

### Owner:

MAY, KRISTAL A  
 1240 S 400 E  
 SALT LAKE CITY UT 841114749

### More Details

#### Additional Information

**Job Value(\$):**  
 \$12,000.00

#### Application Information

**ACCESSORY BUILDING**  
 Square footage of work area: 300  
 Distance from Property Line: 5  
 Distance from Neighboring primary Structure: 7' 16"  
 Construction Type Classification: V-B  
 Project Dox: Yes

#### Parcel Information

**Parcel Number:**  
 16-07-455-022-0000  
**Legal Description:**  
 PENDLETON'S SUB 0825. LOT 35 & 36, PENDLETON'S TOGETHER WITH 1/2 VACATED ALLEY, ABUTTING ON W. 4428-0173 5889-2736 6393-2809 8100-1820. 8255-5700,5701 9122-2234 10099-4503 10215-4727 10435-3861. 10526-1792 10530-8856.

**Land Use:**  
 SINGLE FAMILY RESIDENCE

**199 - Building Final (7002943, )**

1240 S 400 E

Salt Lake City

Print

**Status**

**Details**

**Complete**

9/4/2018 2:07 PM

Desired Date: TBD

*Last updated*

Beauen Pond

9/4/2018 2:07 PM

**Record**

BLD2018-07402

Residential Accessory Building

**Related Inspections**

Showing 0-0 of 0

ID	Inspection Name	Relationship	Status
----	-----------------	--------------	--------

No records found.

Routine LLC  
801-842-3300

**Contractors Invoice**

WORK PERFORMED AT:  
1240 S. 400E.  
SLC, UT 84111

TO: KRISTAL MAY

DATE: 9/12/18

YOUR WORK ORDER NO.:

OUR BID NO.:

DESCRIPTION OF WORK PERFORMED	
GARAGE CONTRACT # 3019	14,890
plus SLC PERMIT # 07402	+ 501.88
① EXTRA ITEMS: ① Demo small sided $\phi$	
② SHEET HOUSE WALL & INSTAL NEW SIDING	+ 550
③ HAUL-OFF FENCE & TRASH	$\phi$
④ POWER UPGRADE (Add 3 outlets) + 150	2 LIGHTS
TOTAL	16,091.88
② CREDITS/PAYMENTS	Deposite: -3500.00
	1/2 PAYMENT: -7500.00
TOTAL CREDITS	deduct STUMP GRINDS -350
	16,091.88
	- 11,350.00
	4,741.88
TOTAL AVE	4,741.88

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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_  
in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_  
Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_  
Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

11-12  
WIT

KRISTAL MAY 09-14  
PH. 801-898-2212  
1914 S 1000 E  
SALT LAKE CITY, UT 84105

31-7955/3240

315

DATE 6/14/19

PAY TO  
THE ORDER OF

Bonfire, LLC

\$ 3500.00

Three thousand five hundred and 00 DOLLARS

MOUNTAIN AMERICA  
CREDIT UNION

MEMO

Garage Deposit

Kristal May

⑆324079555⑆ [REDACTED] 0315

*OK*  
CREDITED TO THE ACCOUNT OF  
THE WITHIN NAMED PAYEE  
AGENCY OF ENDORSEMENT GUARANTEED  
8679 • US Bank • 8679

KRISTAL MAY 09-14  
PH. 801-898-2212  
1914 S 1000 E  
SALT LAKE CITY, UT 84105

31-7855/3240

319

DATE 9/13/18

PAY TO THE ORDER OF

Bonfire LLC

\$ 4,741.88

Four thousand seven hundred one and 88/100

DOLLARS

MOUNTAIN AMERICA  
CREDIT UNION

MEMO

Garage final payment

⑆324079555⑆ 0319

*[Handwritten signature]*

KRISTAL MAY 09-14  
PH. 801-898-2212  
1914 S 1000 E  
SALT LAKE CITY, UT 84105

31-7855/3240

316

DATE 7/31/18

PAY TO THE ORDER OF

Bonfire, LLC  
Seven thousand five hundred and 00/100

\$ 7,500

MOUNTAIN AMERICA  
CREDIT UNION

MEMO Garage

Yut Uy

⑆324079555⑆ 0316

SECURITY MARK

ENDORSE HERE  
Rodolfo Silva

CHECK HERE AFTER MOBILE OR REMOTE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE  
EXCEPT FOR FINANCIAL INSTITUTION USE \*

US BANK ATM  
080118 KC  
ST PAUL MN  
>091000022<

480209\*\*\*\*\*1055 SUS4U712 750000  
20180731 4408 153154071606

\* FEDERAL RESERVE BOARD OF GOVERNORS REG. CC

When Recorded, Mail To:  
Geneva Rock Products  
302 West 5400 South Suite 200  
Murray, Utah 84107

12915336  
1/8/2019 2:41:00 PM \$12.00  
Book - 10744 Pg - 4497  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
GENEVA ROCK PRODUCTS  
BY: eCASH, DEPUTY - EF 1 P.

Parcel I.D. # 16-07-455-022-0000

**\*\*\*NOTICE OF CONSTRUCTION LIEN\*\*\***

To Whom It May Concern:

**NOTICE:**

NOTICE IS HEREBY GIVEN, in accordance with Section 38-11-204 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 actions being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this Contract if, and only if, the following conditions are satisfied:

1. The owner entered into a written contract with either a real estate developer or an original contractor;
2. The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades licensing Act; and
3. The owner paid, in full, the original contractor or real estate developer, or their successor or assign, in accordance with the written contract and any written or oral amendments to the contract.

The undersigned Shane B. Inglesby, on behalf of Geneva Rock Products, Inc., a Utah Corporation, gives notice of intention to hold and claim a lien upon the property and improvements thereon owned and reputed to be owned by Kristal A May which property is located in Salt Lake County, State of Utah and is more particularly described as follows:

Lot 35 & 36, Pendleton's. Together with 1/2 vacated alley abutting on W. 4428-0173 5889-2736 6393-2809 8100-1820 8255-5700,5701 9122-2234 10099-4503 10215-4727 10435-3861 10526-1792 10530-8856

The amount owing thereon is \$2,447.16, which amount is due for the furnishing of construction material and/or labor used in the construction or improvements upon the above described property.

GENEVA ROCK PRODUCTS, INC., furnished said materials at the request of Bonfire Buildings LLC, to be paid for as follows: Payment in full on or before the 15<sup>th</sup> day of the month following the date of delivery, including interest on past due balances at the rate of 18% per annum, (1-1/2% per month), as well as attorneys fees and collection fees as accrued both before and after judgement, the balance which remains unpaid, but all which became due 30 days after delivery.

The first material was furnished on July 31, 2018, the last material was furnished on August 23, 2018. All of which material GENEVA ROCK PRODUCTS, INC., became entitled to \$2,447.16, which is the reasonable value thereof, and against which there are not just credits or offsets, and for which demand GENEVA ROCK PRODUCTS, INC., holds and claims by lien by virtue of the provisions of Chapter 1, Title 38, Utah Code Unannotated, 1953.

All real property set forth and described above is necessary for the reasonable use and occupation of the improvements.

Dated this the 8th, day of January, 2019.

GENEVA ROCK PRODUCTS, INC.

Shane B. Inglesby, Corporate Credit Manager

By:



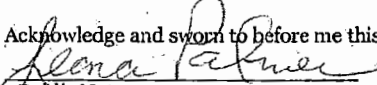
STATE OF UTAH )

SS

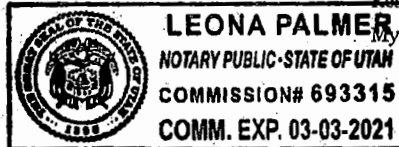
COUNTY OF SALT LAKE )

Shane B. Inglesby, being first duly sworn deposes and says: That he is the Corporate Credit Manager of GENEVA ROCK PRODUCTS, INC., a Utah Corporation, the named corporation in this notice of lien; that he has read the same and knows the content thereof and that the same is true to his knowledge; that he makes this affidavit for and on behalf of said claimant as it's authorized agent; and that said GENEVA ROCK PRODUCTS, INC., executed the same by authority of a resolution of it's Board of Directors.

Acknowledge and sworn to before me this the 8th, day of January, 2019.

  
Public Notary

Residing at: Salt Lake  
My Commission Expires: March 3, 2021







January 14, 2019

Via U.S. Mail and Certified Mail No.: 7014 0150 0000 5955 1658

Kristal A May  
1240 S 400 E  
Salt Lake City UT 84111

Re: Notice of Mechanic's Lien

Dear Kristal:

Please be aware that on January 14, 2019 Geneva Rock Products recorded a Notice of Mechanic's Lien. The county recorders office shows you to be the owner of record. Utah law requires that we notify you within thirty (30) days of our recording such a lien. This notice fulfills this requirement. A copy of this instrument is attached. This was recorded at the office of the Salt Lake County Recorder as entry number 12915336.

If your contractor Bonfire Building LLC has been paid, your responsibility to this lien remains. Please contact them immediately. If they cannot produce a Release of Lien from Geneva Rock Products, please contact us.

If you have not paid for your materials directly to us or to your contractor or their subcontractors, demand is hereby made for immediate payment. If this is not paid along with the associated costs within fifteen (15) days of this letter, we may refer this for further actions.

If you have questions regarding this matter, please let me know.

Sincerely,

Shane B. Inglesby, CCE  
Corporate Credit Manager  
(801) 281-7916

SBI/lp  
Enclosure

Cc: Bonfire Building LLC



Locally Owned and Operated



# BONFIRE BUILDING CORP.

# CONTRACT

Brandon Bateman 801.842.3300

No 3019

338 E. Cherrycrest, Draper, UT 84020  
License #7217368-5501

Date 6/14/18

Customer Name KRYSTAL MAY

Project Address 1240 S. 400 E.  
SLC UT  
84111

Project Manager BB/ASHTON

Building Dimensions 12x24 Wall Height 8

Contract Price \$14,892 + 300 (EX ST) (DOORS) Permits

Exterior Finish: VINYL SIDING (LIFETIME WARRANTY)

Concrete:  12" x 18" Concrete Footings with 2 #4 Bars Horizontal 1/2" J Bolts 32" O.C.  
Per Local Code and 4" Concrete Floor

Three Phase Foundation

Framing: 2x4s 16" O.C. 7/16 O.S.B. 2x4 Engineered Trusses 24" O.C.  
2-ply 12" Laminated Beam Over Garage Door Opening

Roof: 4/12 Pitch "V-Webb"  
30 Yr Asphalt Shingles over 7/16 O.S.B. 30# Felt Underlayment

Windows 0

Entry Doors 2068

Over Head Door 9x7 1000 (WINDOWS) Clear Glass Motor:  Yes  No

Exterior Concrete: DRIVE 210 (BAR) Sq. Feet LONG PANEL (LIFT MASTER)

Description: DRIVE EAST OF GARAGE (ACCESS) & 6' x 3' WALK  
FROM ENTRY TO EXISTING WALK

Electrical:  Yes  No 20 Amp Service  
Underground Overhead

Extras Included in Contract Price: (1) GRASS REMOVAL, SELECT FILL, COMPACTION, 6 BAG  
MIN w/ FIBER (SEALER) (2) CUT & DEMO 8" TO 10" OF EXISTING CONCRETE  
(3) 2 STUMP GRINDS (4) "ENGINEERED" FRONT WALL FOR 9' WIDE DOOR.  
\* NOTE: NO INTERIOR FINISH! (INC. SHI TRUCK, MOLDINGS, ETC)

Contract Terms: 25% 1. (\$1,000) Deposit due at signing. (received 3,500 6/14/18)  
50% 2. 50% of contract price due upon completion of footing & foundation (7,400) ST  
balance 3. Contract balance due upon contract completion (received 7,500 July 31) BOB

Note: **Contractor** is responsible to complete described work, clean-up project location, and remove garbage/construction debris from project.

CLIENT:  
WILL PAY BALANCE  
DUE UPON SATISFACTION  
& FINAL INSPECTION  
PASSED

**Client** is responsible to pay final invoice due on completion of specified work and project clean-up. A 10% late fee will be applied if invoice becomes 30 days delinquent, and attorney fees will be re-imbursed to bonfire LLC should litigation become necessary to collect invoice.

Both Parties agree to the terms and conditions of this contract:

[Signature]  
Home Owner / Client  
[Signature]  
Bonfire Building Corp.

Date 6/14/18  
Date 6/14/18

# Application Report

# Homeowner Application

Property ID: CYNGRA001

March 27, 2019

Application Examined by: Kevin Westwood

---

Homeowner: John W & Merna L Grande

Homeowners' Attorney: Jack W Reed

Original Contractor: Cynergy Curbing Inc

License Number: 10294174-5501

Type: Licensed Contractor

License Issuance Date: 04/27/2017

License End Date: 11/30/2019

Comments:

Attorney:

## Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of compliance pursuant to Utah Code Ann 38-11-204(4). 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**

The homeowner provided a written estimate with some written modifications. While there was no signatures, the homeowner provided copies of the checks paid to the contractor including the check paid on the day of the estimate which evinces an acceptance of the written proposal and satisfies the requirements.

**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: Canceled Checks

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-occupied residence of the homeowners.

RECEIVED

Date: 02/04/2019

FEB 04 2019

Receipt Number: 7702756

Amount Paid: \$30.00

DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

# APPLICATION FOR CERTIFICATE OF COMPLIANCE

**Applicant:**

Name: John W. & Merna L. Grande

Address of Property against which Lien was filed: 2059 East Sunnyvale Drive

City: Eagle Mountain State: UT Zip: 84005

Telephone: ( 801 ) 973-8678 Email: johnjr@utahorn.net

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*): 54:304:0213

Legal Description and/or Lot Number (*found on the Notice of Lien*): Lot 218, Plat D-1,  
Valley View Ranch Subdivision

**Applicant's Attorney or Other Representative (*if applicable*):**

Name: Jack W. Reed

Firm: Richards Brandt Miller Nelson

Address: 299 South Main Street, 15th Floor - P. O. Box 2465

City: Salt Lake City State: UT Zip: 84110-2465

Telephone: ( 801 ) 531-2000 Email: jack-reed@rbmn.com

**Original Contractor/Factory Built Housing Retailer/Real Estate Developer:**

Company Name: Cynergy Curbing Inc.

Address: 10777 South Carrington Street

City: Sandy State: UT Zip: 84094

Telephone: ( 801 ) 698-0540 Email: cynergycurbing@gmail.com

**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: Staker & Parson Companies

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

*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)*

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

① Attach 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

**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? *Utah Code Ann. § 38-11-204 (4)(b)*

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

John W. & Merna L. Grande

*(Homeowners' Name)*

LOCATED AT 2049 East Sunnyvale Drive

*(Address, City, and State of the property)*

Eagle Mountain, Utah 84005

**AFFIDAVIT OF COMPLIANCE,  
CERTIFICATION, AND RELEASE OF  
INFORMATION**

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

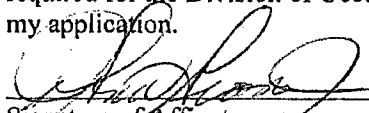
I, John W. Grande, being first duly sworn state as follows:  
*(Name of person completing application)*

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 living units)
  - More than two living units in building
7. Date construction of the project was complete: (you must check one box & fill in date)
- Certificate of Occupancy Date \_\_\_/\_\_\_/\_\_\_
  - Final Inspection Date \_\_\_/\_\_\_/\_\_\_
  - No substantial work left to complete Date 08/ 24/ 2018
  - Original contractor was terminated Date \_\_\_/\_\_\_/\_\_\_
8. Date the residence was/will be occupied: (you must check one box & fill in date)
- Do not intend to occupy
  - Have occupied the residence since Date 09/ 23/ 2017
  - Will occupy the residence on Date \_\_\_/\_\_\_/\_\_\_
9. How the residence is/will be used: (check the appropriate box)
- Owner's primary residence
  - Owner's secondary residence
  - Tenant or Lessee's primary residence
  - Tenant or Lessee's secondary residence
  - Other (explain) \_\_\_\_\_

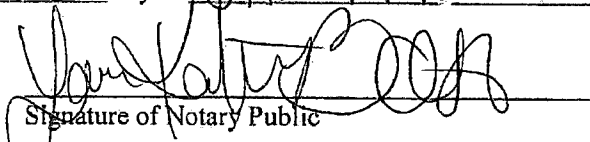
I hereby authorize all persons, institutions, governmental agencies, employers, or any others not specifically included in the preceding characterization, which are set forth directly or by reference in this application, to release to the Division of Occupational and Professional Licensing, State of Utah or the Residence Lien Recovery Fund Advisory Board, any files, records or information of any type reasonably required for the Division of Occupational and Professional Licensing or the Board to properly evaluate my application.

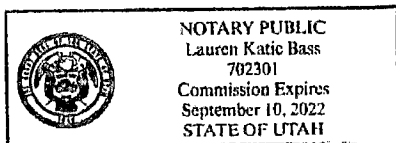
  
 \_\_\_\_\_  
 Signature of Affiant (sign here)

1/30/2019  
 Date

Subscribed and sworn to before me this 30<sup>th</sup> day of JANUARY, 2019

(SEAL)

  
 \_\_\_\_\_  
 Signature of Notary Public



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on the 31st day of January, 2019, I served a **CERTIFICATE OF COMPLIANCE APPLICATION** to **Cynergy Curbing Inc.** and **Staker & Parson Companies** for services provided on property owned by John W. & Merna L Grande, by depositing a copy thereof in the U.S. mail, certified-return receipt requested, postage prepaid, addressed to:

Jayson R. Myler  
CYNERGY CURBING INC.  
10777 S. Carrington Street  
Sandy, UT 84094

***Certified Mail Return Receipt No. 7012 3050 0002 4229 5141***

Kelly A. Silvester  
KELLY A. SILVESTER, P.C.  
1133 North Main Street, Suite 143  
Layton, UT 84041

***Attorney for Staker & Parson Companies (Lien Claimant)***

***Certified Mail Return Receipt No. 7012 3050 0002 4229 9125***

  
/s/ Lenora G. Spencer



State of Utah  
Department of Commerce  
Division of Occupational and Professional Licensing

GARY R. HERBERT  
Governor

FRANCINE A. GIANI  
Executive Director

MARK B. STEINAGEL  
Division Director

## VERIFICATION OF UTAH LICENSURE

DOPL-FM-001 REV 06/08/2009  
Created On: 01/30/2019

**Name of Licensee (as it appears in our records):** Cynergy Curbing Inc

Sandy UT 84094 United States

**Name(s) of Qualifier:** Joseph C McElhaney, III

Joseph C McElhaney, III

Joseph C McElhaney, III

**Classification of License Issued:** Contractor With LRF

S260 - General Concrete Qualifier

S300 - General Painting Qualifier

S330 - Landscaping Qualifier

**License Number:** 10294174-5501

**Obtained By:** Application

**Current Status:** Active

**Original Date of Licensure:** 04/27/2017

**Expiration Date:** 11/30/2019

**Agency and Disciplinary Action:** NO

The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

www.dopl.utah.gov • Heber M. Wells Building • 160 East 300 South • PO Box 146741 • Salt Lake City • UT 84114-6741  
phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301

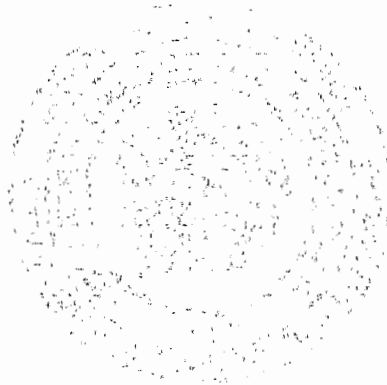
**VERIFICATION OF UTAH LICENSURE**

**Name of Licensee:** Cynergy Curbing Inc

**Classification of License Issued:** Contractor With LRF

**Control Number:** 10294174-5501-20190130

**Docket Number:** N/A



The information provided on this form is accurate and correct as of the verification creation date listed on the top of this form. Original issue dates listed, as 01/01/1910 and 01/01/1911 were unknown when the division implemented its first licensing database. This verification form does not show a complete history or interruptions in licensure. If you have any questions please contact the division.

[www.dopl.utah.gov](http://www.dopl.utah.gov) • Heber M. Wells Building • 160 East 300 South • PO Box 146741 • Salt Lake City • UT 84114-6741  
phone: (801)530-6628 • toll-free in Utah:(866)275-3675 • fax:(801)530-6511 • investigations fax:(801)530-6301



**RICHARDS BRANDT MILLER NELSON**

*A Professional Law Corporation*

January 31, 2019

DOPL/LRF  
P. O. Box 146741  
Salt Lake City, UT 84114-6741

**RECEIVED**

**FEB 04 2019**

DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING

**Re: John W. & Merna L. Grande  
RBMN File No. 20894-0001**

TO WHOM IT MAY CONCERN:

Enclosed with this letter for processing is *Application for Certificate of Compliance* with all supporting documentation. Also enclosed with this letter is our check in the amount of \$30.00 for the non-refundable application fee.

Please contact this office should you have any questions or require additional information.

Thank you for your attention to this matter.

Sincerely,

RICHARDS BRANDT MILLER NELSON

Lenora G. Spencer  
Legal Assistant to Jack W. Reed

Lgs  
Enclosures

Wells Fargo Center  
299 S Main Street | 15th Floor  
Salt Lake City, Utah 84111  
PO Box 2465  
Salt Lake City, Utah 84110-2465  
P 801-531-2000 | F 801-532-5506  
E-Mail: mail@rbmn.com  
www.rbmn.com

Gary L. Johnson  
George T. Naegle  
Craig C. Coburn  
Robert G. Wright<sup>WY</sup>  
Christian W. Nelson<sup>ID</sup>  
Matthew C. Barneck<sup>CO WY</sup>  
Mark R. Sumsion  
Brandon B. Hobbs

Zachary E. Peterson<sup>MT</sup>  
David H. Tolk  
Lincoln Harris<sup>KY</sup>  
Rafael A. Seminario  
Cortney Kochevar<sup>WY</sup>  
Gregory A. Steed  
Steven H. Bergman<sup>CA</sup>  
Lori L. Hansen

Brian D. Bolinder<sup>WY</sup>  
Sean C. Miller<sup>CO</sup>  
Jennifer H. Mastroiocco  
Barbara Melendez  
Jack W. Reed  
Barry G. Scholl  
Kristina H. Ruedas  
Cody G. Kesler

Samantha E. Wilcox<sup>CO WY</sup>  
Tyler A. Dever<sup>CO</sup>  
Zacchary L. Sayer  
John E. Keiter<sup>AZ</sup>  
Aaron T. Cunningham

**Of Counsel:**  
David L. Barclay  
Lynn S. Davies  
Russell C. Fericks  
Michael K. Mohrman  
Clint M. Hanni<sup>CA</sup>  
Kari N. Dickinson  
Alexandria M. Westover

**Founders:**  
William S. Richards  
(1929-2002)  
Robert W. Brandt  
(1923-2017)  
Robert W. Miller  
(1940-1983)  
P. Keith Nelson  
(1939-2013)

*Also Admitted: Arizona California Colorado  
District of Columbia Idaho Kentucky  
Montana Wyoming*

**WHEN RECORDED RETURN TO:**  
JOHN W. GRANDE  
MERNA L. GRANDE  
2059 EAST SUNNYVALE DRIVE  
EAGLE MTN., UT 84005  
Tax ID No.: 54-304-0213

## **WARRANTY DEED**

Park Capital Homes, LLC, a Utah Limited Liability Company, **GRANTOR**, hereby **CONVEY(S) AND WARRANT(S)** to John W. Grande Jr. and Merna L. Grande, as husband and wife as joint tenants, **GRANTEE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following tract(s) of land in Utah County, State of Utah described as follows:

**Lot 213, Plat "D-1", Valley View Ranch South Subdivision, according to the official plat thereof as recorded in the office of the Utah County Recorder.**

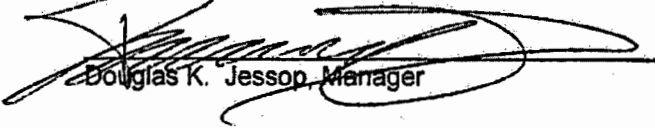
also known by street and number as: 2059 East Sunnyvale Drive, Eagle Mountain, UT 84005

Subject to City and/or County taxes and assessments, not delinquent; Easements, Rights-of-Way, Covenants, Conditions and Restrictions now of record.

MH  
22nd

WITNESS, the hand of said grantor this 21st day of September, 2017.

PARK CAPITAL HOMES, LLC, A UTAH LIMITED LIABILITY COMPANY

  
Douglas K. Jessop, Manager

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

The foregoing instrument was acknowledged before me this 22nd day of September, 2017 by DOUGLAS K. JESSOP the signer(s) of the foregoing instrument, who being by me duly sworn did say that he/she is the MANAGER of Park Capital Homes, LLC, a Utah Limited Liability Company and that DOUGLAS K. JESSOP executed the within instrument by authority of its Operating Agreement and said DOUGLAS K. JESSOP duly acknowledged to me that he/she/they executed the same.

My commission expires: 9/21/2018 Witness my hand and official seal.

  
Notary Public: Michelle Harris



102

✓ Track Your Expenses...

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

7-11-2018

*Project N.Y. Lee  
Auto for sale 7/10*

BAL.	
FOR'D	
ITEM AMOUNT	3000.00
BALANCE	
DEPOSIT	
FOR'D	

Duplicate is produced using soy-based materials.  
Images may appear light.

TAX DEDUCTIBLE ITEM

Memo

For enhanced security your account number will not be printed on this copy

NOT NEGOTIABLE



ZIONS BANK

ACCOUNT # 439

This Statement  
August 3, 2018  
Page 5 of 6

JOHN W GRANDE, JR. 0997  
MERHA L GRANDE  
2322 E CUMMINGS DR.  
EAGLE MOUNTAIN, UT 84002

Ch# 6740

Date 7-30-2018

Pay to the order of Suzanne Miller \$ 2500.00

Twenty Five Hundred & 00/100

ZIONS BANK | MEMBER FDIC  Pay to the order of  Pay to the order of

1-800-974-9000  
CUMMINGS

*[Signature]*

⑆ 24000054⑆

Processed 07/31/18 \$2500.00 Ch# 6740

ZIONS BANK

ACCOUNT # 439

This Statement:  
September 5, 2018  
Page 5 of 5



JOHN W. GRANGE, JR. 08-27  
DEBRA L. GRANGE  
2224 S. UNIVERSITY BLVD  
SALT LAKE CITY, UT 84143

Date: August 2018

6756

Pay to the order of Jason M. [Signature] \$ 650.00

Six Hundred Fifty and 00/100 Dollars @  Full Payment

ZIONS BANK | MEMBER FDIC

1-800-775-2889  
zionsbank.com

61140000546

Processed 08/27/18 \$650.00 Ch# 6756

When Recorded, Mail To:  
Staker & Parson Companies  
2350 S 1900 W  
Ogden, Utah 84401  
(801) 871-6699

ENT 122341:2018 PG 1 of 1  
Jeffery Smith  
Utah County Recorder  
2018 Dec 31 08:41 AM FEE 10.00 BY SM  
RECORDED FOR Assurance Lien Services  
ELECTRONICALLY RECORDED

**NOTICE OF CONSTRUCTION LIEN**

**TO WHOM IT MAY CONCERN:**

The undersigned claimant hereby gives notice of intention to hold and claim a lien and hereby claims a lien upon that certain property and improvements thereon reputed to be owned by **JOHN W GRANDE JR & MERNA L GRANDE, 2059 E SUNNYVALE DR, EAGLE MOUNTAIN, UTAH 84005** located in UTAH County, State of Utah, and more particularly described as follows:  
Legal Description: 54:304:0213

**LOT 213, PLAT D-1, VALLEY VIEW RANCH SOUTH SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE UTAH COUNTY RECORDERS OFFICE.**

The amount demanded hereby is \$2196.55 the total amount of material and/or labor + Finance Charges + \$200.00 Lien Filing Fee + Attorney Fees, owing to the undersigned on the above-described property. Staker & Parson Companies, supplied and performed the same at the insistence of CYNERGY CURBING, INC., who entered into a contract with Staker & Parson Companies, for which work and/or materials were first provided on 8/1/2018 and finished on 8/1/2018. The unpaid portion of the work and materials is now due and owing to Staker & Parson Companies, which entitles the undersigned to payment of \$2196.55, together with interest, lien filing costs of \$200.00 and attorney fees, if applicable for which demand the undersigned holds and claims a lien by virtue of the provisions of Chapter 1a, Title 38, Utah Code (1953).

The Lien Claimant is identified as Staker & Parson Companies, 2350 S 1900 W Ogden, Utah 84401, (801) 871-6699.


**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 5 (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](http://www.dopl.utah.gov/rlrf).

IN WITNESS THEREOF, the Undersigned Corporation has caused the document to be executed by its duly authorized agent the 28 day of December, 2018

STAKER & PARSON COMPANIES,  
By [Signature]  
Authorized Agent

STATE OF UTAH )  
: SS.  
COUNTY OF Davis )

Kelly Silvester being first duly sworn, says that he is the Authorized Agent of STAKER & PARSON COMPANIES, the claimant in the foregoing Notice of Construction Lien, and that he has read said notice and knows the contents thereof, and that the same is true of his own knowledge and executes same on behalf of said company. Subscribed and sworn to before me this 28th day of December 2018

 **JULIE FARNES**  
NOTARY PUBLIC - STATE OF UTAH  
My Comm. Exp 3/22/2021  
Commission # 693645

[Signature]  
NOTARY PUBLIC for the State of Utah  
Residing at: Bountiful, Utah  
My Commission Expires: 3/22/2021

**Cynergy Curbing Concrete & Coatings**

10777 s Carrington St  
 Sandy, UT 84094  
 (801)698-0540  
 cynergycurbing@gmail.com

**ESTIMATE**

**ADDRESS**

John Grande  
 2059 E Sunnyvale Dr  
 Eagle Mountain, Utah 84005

**ESTIMATE # 1107**

**DATE 07/16/2018**

ACTIVITY	QTY	RATE	AMOUNT
<b>Concrete</b> Excavate existing ground to install road base 4" thick with 4" concrete rebar grid 3'x3' in back yard. Concrete will be 4" thick will thicken edge.	1	8,500.00	8,500.00

\* please note as talked about we will be adding additional road base and needing to haul away dirt those additional cost plus a pump maybe being needed will cost extra but cynergy will charge what costs we receive only. We appreciate the referral and love helping people achieve their goal.

SUBTOTAL 8,500.00  
 DISCOUNT -3,000.00  
 TOTAL **\$5,500.00**

CHK# 6740

- 2500  
3000.00

Accepted By

Accepted Date

CHK# 102 3000.00  
 + DIRT HAUL 40.00  
 + ADDEN PASE 140.00  
3180.00

Rocks & LEVELING & HAULING & BASE

CHK# 6756 \$650.00

Pd. 8-24-18

# Application Report

# Homeowner Application

Property ID: DENFIN010

March 25, 2019

Application Examined by: Kevin Westwood

---

Homeowner: Scott Finch

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:

## 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? 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 homeowner 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?

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.

Date: 01/10/2019  
Receipt Number: 7662682  
Amount Paid: \$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](http://www.dopl.utah.gov)

DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING

RECEIVED  
JAN 10 2019

**Certificate of Compliance Affidavit of Compliance Application**

Name: Scott Finch

Address of Property against which Lien was filed: 2570 S. Sycamore Circle

City: Washington State: Utah Zip: 84780

Telephone: (435) 773-2550 Email: scottyfinch@gmail.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): W-DCLE-19

**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:

<b>By U.S. Mail</b>	DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741
<b>In Person or Express Mail</b>	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](mailto: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

Scott Finch

(Homeowners' Name)

Located at 2570 S. Sycamore Circle

City Washington Zip 84780

Tax Parcel Number W-DCLE-19

**AFFIDAVIT OF COMPLIANCE**

I, Scott Finch, being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statues and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or written contract on 05/11/18 for service, labor, or materials with:  
Dennis Leavitt + Sons Masonry Inc  
and the general contract, including all changes and additions, totaled: \$ 2,584<sup>00</sup>
4. The following entities have demanded payment for service, labor or materials associated with the general contract: (attach separate sheet if needed)  
Sunroc Corporation
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. See Utah Code § 38-11-102(22).
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. See Utah Code § 38-11-102(18).

[Signature]

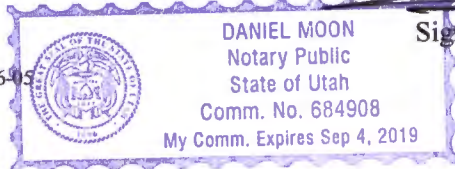
Signature of Affiant

1/7/2019

Date

Subscribed and sworn to before me this 7 day of JANUARY, 2019

(SEAL)



[Signature]  
Signature of Notary Public



Scott Finch

Homeowner's Name

2570 S. Sycamore Circle

Homeowner's Address

Washington, UT 84780

Homeowner's City, State, & Zip

435-773-2550

Homeowner's Telephone Number

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

Scott Finch

Homeowner's Name

v

Dennis Leavitt + Son Inc

Original Contractor

CERTIFICATE OF SERVICE

I hereby certify that on the 07 day of January, 2019, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to Dennis Leavitt + Son Inc  
(original contractor's name)  
for services provided on property owned by Scott Finch, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

Dennis Leavitt and Son Inc  
(original contractor's name)  
627 North 2330 East Saint George, UT 84790  
(original contractor's address, city, state, & zip)

Certified mail return receipt numbers: 7018-0360-0001-0864-9088 7018-0360-0001-0864-8071  
(number for original contractor) <sup>Sumac</sup> <sup>Dennis Leavitt + Son Inc</sup>

DATED this 07 day of January, 2019  
(date) (month) (year)

  
Signature

7018 0360 0001 0864 8071

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

SAINT GEORGE, UT 84791

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00



Postage	\$0.50
Total Postage and Fees	\$3.95

Sent To *Deanis Leavitt + Son Inc*  
 Street and Apt. No., or PO Box No.  
 City, State, ZIP+4®

7018 0360 0001 0864 8088

**U.S. Postal Service™**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

VINEYARD, UT 84059

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00



Postage	\$0.50
Total Postage and Fees	\$3.95

Sent To *Sunna*  
 Street and Apt. No., or PO Box No.  
 City, State, ZIP+4®

In regard to Mechanic's Lien against Scott Finch  
2570 S Sycamore Cir Washington, UT 84780

Known Subcontractors:

-Dennis Leavitt & Son Masonry

Known Suppliers:

-Sunroc Corporation

# Application Report

# Homeowner Application

Property ID: MARDAR001

March 8, 2019

Application Examined by:

---

Homeowner: Leah B Darnell

Homeowners' Attorney:

Original Contractor: MVP Concrete

License Number: 10716404-5501

Type: Licensed Contractor

License Issuance Date: 05/08/2018

License End Date: 11/30/2019

Comments:

Attorney:

## Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of compliance pursuant to Utah Code Ann 38-11-204(4). 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

The homeowner provided a copy of a written estimate and payment that meets the written contract requirements.

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: Other

The contractor was paid in full pursuant to the terms of the parties's agreement. Homeowner provided evidence through Venmo transactions, bank transactions and a cancelled check. The payments were to two individuals and homeowner provided evidence that she was to pay these two individuals for the work

performed. Evidence showed she paid \$300 over the contract price and texts show that was to encourage them to finish the job after the contractor was erratic on completion of the job.

**Does residence qualify as "owner-occupied"? Yes**

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

RECEIVED

NOV 26 2018

# APPLICATION FOR CERTIFICATE OF COMPLIANCE

DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING

**Applicant:**

Name: Leah B Darnell

Address of Property against which Lien was filed: 6364 W 7800 S

City: West Jordan State: UT Zip: 84081

Telephone: (801) 833-1427 Email: LeahBeth07@gmail.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): 20-35-105-008-0000

Legal Description and/or Lot Number (found on the Notice of Lien): Lot 231

Englefield Heights Ph 2 10517-1225

**Applicant's Attorney or Other Representative (if applicable):**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

**Original Contractor/Factory Built Housing Retailer/Real Estate Developer:**

Company Name: Garbett Homes

Address: 273 E Capitol St

City: Salt Lake City State: UT Zip: 84103

Telephone: (801) 396-9800 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: Eddie Jaeger / Joseph Ayns

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

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)*

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

① Attach 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

**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? *Utah Code Ann. § 38-11-204 (4)(b)*

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

Leah B Darrell  
(Homeowners' Name)

LOCATED AT 1314 W 780 S  
(Address, City, and State of the property)

West Jordan, UT 84088  
84081

AFFIDAVIT OF COMPLIANCE,  
CERTIFICATION, AND RELEASE OF  
INFORMATION

STATE OF UTAH )  
  :SS.  
COUNTY OF Salt Lake

I, Leah B Darrell, being first duly sworn state as follows:  
(Name of person completing application)

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 living units)
  - More than two living units in building
  
7. Date construction of the project was complete: *(you must check one box & fill in date)*
  - Certificate of Occupancy                      Date ~~01/01/18~~ 07/03/18
  - Final Inspection    Date \_\_\_\_/\_\_\_\_/\_\_\_\_
  - No substantial work left to complete                      Date \_\_\_\_/\_\_\_\_/\_\_\_\_
  - Original contractor was terminated                      Date \_\_\_\_/\_\_\_\_/\_\_\_\_
  
8. Date the residence was/will be occupied: *(you must check one box & fill in date)*
  - Do not intend to occupy
  - Have occupied the residence since                      Date 06/01/18
  - Will occupy the residence on                      Date \_\_\_\_/\_\_\_\_/\_\_\_\_
  
9. How the residence is/will be used: *(check the appropriate box)*
  - Owner's primary residence
  - Owner's secondary residence
  - Tenant or Lessee's primary residence
  - Tenant or Lessee's secondary residence
  - Other (explain) \_\_\_\_\_

I hereby authorize all persons, institutions, governmental agencies, employers, or any others not specifically included in the preceding characterization, which are set forth directly or by reference in this application, to release to the Division of Occupational and Professional Licensing, State of Utah or the Residence Lien Recovery Fund Advisory Board, any files, records or information of any type reasonably required for the Division of Occupational and Professional Licensing or the Board to properly evaluate my application.

*[Handwritten Signature]*  
 Signature of Affiant *(sign here)*

11/14/18  
 Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_,

(SEAL)

\_\_\_\_\_  
 Signature of Notary Public

Leah B Damell  
Homeowner's Name

6314 W TRUOS  
Homeowner's Address

West Jordan, UT 84081  
Homeowner's City, State, & Zip

801-833-1427  
Homeowner's Telephone Number

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

Leah Damell  
Homeowner's Name

v

MVP Concrete  
Original Contractor

CERTIFICATE OF SERVICE

I hereby certify that on the 19 day of November 2018, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to MVP Concrete  
(original contractor's name)  
for services provided on property owned by Leah B Damell, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

1. MVP Concrete  
(original contractor's name)  
825 West 12500 South Draper UT 84020  
(original contractor's address, city, state, & zip)

2. Vnu Homes 14587 S 790 W Ste 200-201 Bluffdale, UT 84065

Certified mail return receipt numbers: 7018 02100 0000 2058 6152 - MVP  
(number for original contractor)  
7018 02100 0000 2058 5145 - Geneva

DATED this 19 day of November, 2018  
(date) (month) (year)

[Signature]  
Signature



### Search Results

PLEASE NOTE: In some professions, licensees may advance from a lower level of licensure to a higher one with a broader scope of practice. In such cases, the search results listed below for the lower level of licensure will show a status of expired, null and void, superseded, or another similar status. Therefore it is important for you to search the results of all licenses shown before assuming a particular licensee does not hold a current license.

Click the Licensee Name to view details.

▼ Licensee Name	City	Profession	License #	▼ Status
<a href="#">MARVIN CHRISTOPHER</a>	WEST VALLEY	CONTRACTOR	10716404-5501	ACTIVE
<a href="#">TAUKEIAHO</a>	CITY	CONTRACTOR WITH LRF		

DBA: MVP CONCRETE

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- [Request Address List of Licensees](#)
- [Request other lists](#)

For technical assistance, please call: 801-983-0275

For informational assistance, please call DOPL at: (801) 530-6628

### Feedback

We'd like to hear from you.

Tell us what you thought using License Lookup & Verification



## Search Results

PLEASE NOTE: In some professions, licensees may advance from a lower level of licensure to a higher one with a broader scope of practice. In such cases, the search results listed below for the lower level of licensure will show a status of expired, null and void, superseded, or another similar status. Therefore it is important for you to search the results of all licenses shown before assuming a particular licensee does not hold a current license.

Click the Licensee Name to view details.

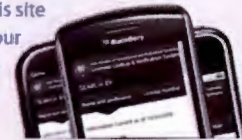
<a href="#">Licensee Name</a>	City	Profession	License #	<a href="#">Status</a>
<a href="#">VUJ HOMES LLC</a>	BLUFFDALE	CONTRACTOR CONTRACTOR WITH LRF	<a href="#">8571429-5501</a>	ACTIVE

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For informational assistance, please call DOPL at: (801) 530-6628

I certify this to be a true and correct copy of the original

  
Vanguard Title  
Insurance Agency, LLC

When recorded, return to:  
Citywide Home Loans, a Utah Corporation  
Attn: Final Document Department  
9785 South Monroe Street  
Suite 200  
Sandy, UT 84070

Title Order No.: 21615-LU  
Escrow No.: 21615-LU  
LOAN #: 1710125705

[Space Above This Line For Recording Data]

## DEED OF TRUST

This transaction is subject to RESPA

MIN 1005627-0000153212-9

MERS PHONE #: 1-888-679-6377

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **May 1, 2018**, together with all Riders to this document.

(B) "Borrower" is: **LEAH DARNELL, A SINGLE WOMAN.**

Borrower is the trustor under this Security Instrument.



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(C) "Lender" is Citywide Home Loans, a Utah Corporation.

Lender is a Corporation, organized and existing under the laws of Utah. Lender's address is 9785 South Monroe Street, Suite 200, Sandy, UT 84070.

(D) "Trustee" is Vanguard Title Insurance Agency, LLC.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated May 1, 2018. The Note states that Borrower owes Lender TWO HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED SIX AND NO/100\*\*\*\*\* Dollars (U.S. \$234,906.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2048.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part



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of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants, conveys and warrants to Trustee, in trust, with power of sale, the following described property located in the County

[Type of Recording Jurisdiction] Of **Salt Lake**

[Name of Recording Jurisdiction]:

**The Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 25, Township 2 South, Range 2 West, Salt Lake Base and Meridian.**

**Less and excepting and all portions lying within the legal bounds of Longview North Subdivision Phase 2.**

**APN #: 20-35-105-008**

which currently has the address of **6364 West 7860 South, West Jordan,**

[Street] [City]

Utah **84081**

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.





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**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and warrant the Property and that the Property is unencumbered, except for encumbrances of record. Borrower further warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as



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a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable



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to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of



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Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to,



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entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



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(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The



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proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure.



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There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest In Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations





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secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly



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take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Property to be sold and shall record such notice in each county in which any part of the Property is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. In the event Borrower does not cure the default within the period then prescribed by Applicable Law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Borrower to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Law, postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.



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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

LEAH DARNELL  
LEAH DARNELL

05/01/18 (Seal)  
DATE

State of UTAH )

County of SALT LAKE )

On this 1 day of May, in the year 2018, before me Leeley Ann Ulibarri, a notary public, personally appeared LEAH DARNELL, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this document, and acknowledged (he/she/they) executed the same.



[Signature]  
Notary Signature

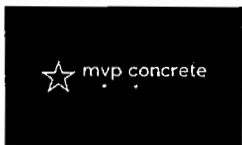
(Notary Seal)

Lender: Citywide Home Loans, a Utah Corporation  
NMLS ID: 67180  
Loan Originator: Marylee Gilchrist  
NMLS ID: 242468



MVP GENERAL CONCRETE LLC

built\_strong@mvpconcrete.com



# ESTIMATE

## ADDRESS

Leah B Darnell  
6364 w 7860 s  
west jordan, ut 84081

ESTIMATE # 1013

DATE 05/28/2018

EXPIRATION DATE 06/11/2018

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/28/2018	Paver brick edging	Brick Edging Cost Non-discounted retail pricing for: SW grade brick 2 1/4"x4"x8" commons. Kiln fired clay brick. Salmon, pink or rose tone. Quantity includes typical waste overage, material for repair and local delivery. Brick Edging Labor, Basic Basic labor to install brick edging with favorable site conditions. Excavate edging area. Pour and level concrete 3" deep base. Lay paving bricks in concrete. Mortar joints. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup. Brick Edging Job Supplies Cost of related materials and supplies typically required to install brick edging including: cutting and grinding materials, mortar and reinforcement. Brick Edging Equipment Allowance Job related costs of specialty equipment used for job quality and efficiency, including: 115 V wet masonry saw, 5 cubic foot mortar box and small plate compactor. Daily rental. Consumables extra.	169	10.00	1,690.00
06/04/2018	STAMP Concrete	Stamped Concrete Cost Non-discounted retail pricing for: 4+ inch thick, fibermesh reinforced 3500 PSI concrete. Pattern embossed finish. Quantity includes typical waste	631	10.00	6,310.00

"the Most Value Per sqft"

DATE ACTIVITY

DESCRIPTION

QTY

RATE

AMOUNT

overage, material for repair and local delivery. Stamped Concrete Labor, Basic  
 Basic labor to install stamped concrete with favorable site conditions. Layout pad height and slope. Lightly grade and remove loose soil. Set forms and reinforcing. Pour, finish and pattern stamp concrete.  
 Excavation, gravel base layer, compaction or hardscape demolition not included. Includes planning, equipment and material acquisition, area preparation and protection, setup and cleanup  
 Stamped Concrete Job Supplies  
 Cost of related materials and supplies typically required to install stamped concrete including: reinforcing materials and additives, isolation materials, cleaning and chemical release agents .ob related costs of specialty equipment used for job quality and efficiency, including: Perimeter form boards and stakes. 48" Bull Float, reinforcing bar cutters, 5+ cubic foot mixing box with mortar hoe.  
 Daily rental.

scheduled start date Jun, 4 2018

TOTAL

**\$8,000.00**

Leah, it not only a privilege, but a pleasure to work/service your residential needs. I am grateful for the opportunity. If you need anything, please don't hesitate.

With warm regards, Marvin.

Accepted By

Accepted Date

MVP Concrete License Number (Contractor was found on HomeAdvisor)

7:46



homeadvisor.com

## Profile Ratings & Reviews

- Warranty Offered
- Free Estimates
- Warranty Description: 2-3 YR CONCRETE WARRANTY WITH PURCHASE OF THE "MVP GRAND SLAB"
- Trip Charge
- Credit Cards Accepted
- Retaining Walls
- Bilingual

## Credentials

**In Business Since: 2016**

### Memberships & Affiliations

- American Concrete Institute Int'l. (ACI)

### State Licensing

Trade: General Concrete Contractor

License #: 10716404-5501

Expiration: 11-30-2019

## Screening

HomeAdvisor Screened. [View Details](#)

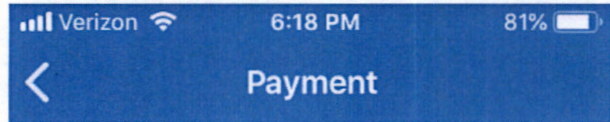
*HomeAdvisor allows Service Professionals to post information about themselves and their business on their profile. HomeAdvisor does not review or verify the information or representations set forth in those profiles, as they are self-reported by the Service Professional.*

*HomeAdvisor verifies state-level licensing where applicable - note: some states require local or county level licensing and you should verify whether or not your pro is properly licensed.*



Payments to MVP Concrete (Marvin Taukeiaho and Kava Tukuafu)

First Payment of \$2,600 on May 30<sup>th</sup>:



You paid Marvin **- \$2,600.00**

Taukeiaho

May 30, 2018 at 10:40 AM

Private

**Leah Darnell down on  
concrete work**



Be the first person to like this.



Marvin Taukeiaho

May 30

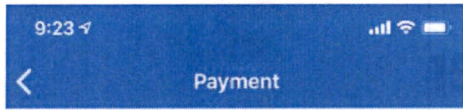
Thank you



Write a comment

Send

Second Payment of \$2,600 on June 20<sup>th</sup>:



You paid Marvin Taukeiaho - \$2,600.00  
Jun 20, 2018 at 10:24 AM

Private

Leah Darnell - Patio

Be the first person to like this.

Write a comment

Send



Third Payment of \$2,600 on June 28<sup>th</sup>:

# Account Statement

June 13, 2018 - July 12, 2018

Page 5 of 6

- xxx-xx2460

RICHARD M DARNELL 2163 E NEWCASTLE DR SANDY, UT 84092-1738 T: (801) 371-3471		6671 06-015/1870
DATE <u>6/28/18</u>		
PAY TO THE ORDER OF <u>LVA Inkafu</u>		\$2600 <sup>00</sup>
<u>Twenty Six Hundred &amp; 00/100</u>		DOLLARS
BANKWEST		
FOR <u>Richard M Darnell</u>		
⑆ 107000152⑆		⑆ 06671

Totaling \$8,000

9:47



(951) 437-3398 >

Tue, May 29, 7:54 AM

hey dont send via pay pal. they lock up what luis sent for 21 days. im working with them now. can i stop by when convenient for a check or a swipe to quick books. friggin weird pay pal talkin about international sumn whaaa?!?!?! 😞

Yeah a check would be great. Should I make it to you or the business name?

Tue, May 29, 1:58 PM

Actually make it out to "Kava Tukuafu" ...im headed that way from American Fork. Will you be around.

No I won't be home until late tonight. It'd have to be tomorrow?

k no prob, can we Venmo?

Venmo would work. Do they allow that big of transactions?



iMessage



9:48



(951) 437-3398 >

just venmo Leah, its the most convenient

@Marvin-Taukeiaho

Wed, May 30, 8 01 AM

@Marvin-Taukeiaho

Marvin Taukeiaho  
@Marvin-Taukeiaho



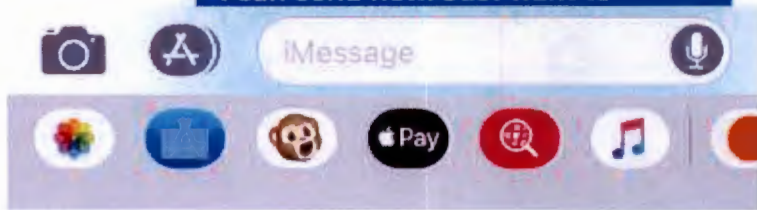
Add Friend 34 Friends

Pay or Request

Feed Between You

Is this you?

I can send now. Just want to



9:48



(951) 437-3398 >

I can send now. Just want to confirm this is your account before sending \$2,600

Wed, May 30, 10:56 AM

yes

Wed, May 30, 12:03 PM

Sent! Can you confirm you received it?

In there like swimwear thank you very much

Thank you I can't freakin wait!

neither can I you rock thank you very much!

Thu, May 31, 7:12 AM

Morning! Hey I was reading through the memo you sent and the options of pavers. I would love to do the rose pavers. I think they would look really good with a gray and black stamped patio!



iMessage



9:49



(951) 437-3398 >

Mon, Jun 11, 8:39 AM

Hi Marvin. Just wanted to make sure you're starting the patios at the houses today?

yes we are unfortunately I just got to Barstow I lost my wallet and I need a duplicate California license because I don't want her Utah drivers license so I drove all way down here the nearest DMV to get one and I should be back there by three or four but my brother has the address and will be pretty much staging materials like the bricks primarily and start to put those down I'll be there around three or four and will work into the night and go hard tomorrow I do apologize but the bank froze all my accounts siding fraudulent activity they then required me to go into a local branch and show ID and they would release funds unfortunately I lost my wallet last week and have no idea the show didn't know funds to do work Play yeah it's been rough but I'll be back up there this afternoon



iMessage



9:49



(951) 437-3398 >

Wed, Jun 20, 10:14 AM

Hey Leah, Im ready for another round of funds. We will be done with brick work today and hopefully ready to pour tomorrow.

Okay. How do you want payment?

venmo went well last time can we go that route again?

Okay. Cool.

thank you

Thank you!



Requested 39 Friends

Pay or Request

Feed

Between You



iMessage





**BANK OF THE WEST**  
BNP PARIBAS

# Account Statement

May 23, 2018 - June 22, 2018

Page 3 of 4

## ANY DEPOSIT CHECKING [REDACTED]

### ACTIVITY DETAIL

#### Deposits

[REDACTED]
------------

#### Transaction Detail

<i>Date</i>	<i>Description</i>	<i>Deposits</i>	<i>Withdrawals</i>	<i>Balance</i>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
06/01	DEBIT CARD POS VENMO 8558124430 NY ON 180601##6588		-2,600.00	91,933.99
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



**Checking, Continued**

Statement Period: June 02, 2018 - July 01, 2018

<u>Post</u> <u>Date</u>	<u>Effective</u> <u>Date</u>	<u>Transaction</u> <u>Description</u>	<u>Check</u> <u>Number</u>	<u>Transaction</u> <u>Amount</u>	<u>Account</u> <u>Balance</u>
06/22	06/21	VISA - 06/20 VENMO* VISA DIRECT NY 020705		2,600.00-	



When Recorded, Mail To:  
Geneva Rock Products  
302 West 5400 South Suite 200  
Murray, Utah 84107

12880944  
11/6/2018 8:49:00 AM \$10.00  
Book - 10728 Pg - 1122  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
GENEVA ROCK PRODUCTS  
BY: eCASH, DEPUTY - EF 1 P.

Parcel I.D. # 20-35-105-008-0000

**\*\*\*NOTICE OF CONSTRUCTION LIEN\*\*\***

To Whom It May Concern:

**NOTICE:**

NOTICE IS HEREBY GIVEN, in accordance with Section 38-11-204 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 actions being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this Contract if, and only if, the following conditions are satisfied:

1. The owner entered into a written contract with either a real estate developer or an original contractor;
2. The original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades licensing Act; and
3. The owner paid, in full, the original contractor or real estate developer, or their successor or assign, in accordance with the written contract and any written or oral amendments to the contract.

The undersigned Shane B. Inglesby, on behalf of Geneva Rock Products, Inc., a Utah Corporation, gives notice of intention to hold and claim a lien upon the property and improvements thereon owned and reputed to be owned by Leah Darnell which property is located in Salt Lake County, State of Utah and is more particularly described as follows:

Lot 231, Englefield Heights Ph2. 10517-1225

The amount owing thereon is \$1,408.10, which amount is due for the furnishing of construction material and/or labor used in the construction or improvements upon the above described property.

GENEVA ROCK PRODUCTS, INC., furnished said materials at the request of Eddie Jaeger/Joseph Ayns aka Vuu Homes LLC, to be paid for as follows: Payment in full on or before the 15<sup>th</sup> day of the month following the date of delivery, including interest on past due balances at the rate of 18% per annum, (1-1/2% per month), as well as attorneys fees and collection fees as accrued both before and after judgement, the balance which remains unpaid, but all which became due 30 days after delivery.

The first material was furnished on July 2, 2018, the last material was furnished on July 2, 2018. All of which material GENEVA ROCK PRODUCTS, INC., became entitled to \$1,408.10, which is the reasonable value thereof, and against which there are not just credits or offsets, and for which demand GENEVA ROCK PRODUCTS, INC., holds and claims by lien by virtue of the provisions of Chapter 1, Title 38, Utah Code Unannotated, 1953.

All real property set forth and described above is necessary for the reasonable use and occupation of the improvements.

Dated this the 5th, day of November, 2018.

GENEVA ROCK PRODUCTS, INC.

Shane B. Inglesby, Corporate Credit Manager

By:



STATE OF UTAH )

SS

COUNTY OF SALT LAKE )

Shane B. Inglesby, being first duly sworn deposes and says: That he is the Corporate Credit Manager of GENEVA ROCK PRODUCTS, INC., a Utah Corporation, the named corporation in this notice of lien; that he has read the same and knows the content thereof and that the same is true to his knowledge; that he makes this affidavit for and on behalf of said claimant as it's authorized agent; and that said GENEVA ROCK PRODUCTS, INC., executed the same by authority of a resolution of it's Board of Directors.

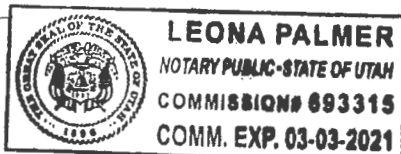
Acknowledge and sworn to before me this the 5th, day of November, 2018.

Leona Palmer  
Public Notary

Residing at: Salt Lake

My Commission Expires:

March 3, 2021





November 7, 2018

Via U.S. Mail and Certified Mail No.: 7014 0150 0000 5955 1399

Leah Darnell  
6364 W 7860 S  
West Jordan UT 84081

Re: Notice of Mechanic's Lien

Dear Leah:

Please be aware that on November 6, 2018 Geneva Rock Products recorded a Notice of Mechanic's Lien. The county recorders office shows you to be the owner of record. Utah law requires that we notify you within thirty (30) days of our recording such a lien. This notice fulfills this requirement. A copy of this instrument is attached. This was recorded at the office of the Salt Lake County Recorder as entry number 12880944.

If your contractor Eddie Jaeger/Joseph Ayns has been paid, your responsibility to this lien remains. Please contact them immediately. If they cannot produce a Release of Lien from Geneva Rock Products, please contact us.

If you have not paid for your materials directly to us or to your contractor or their subcontractors, demand is hereby made for immediate payment. If this is not paid along with the associated costs within fifteen (15) days of this letter, we may refer this for further actions.

If you have questions regarding this matter, please let me know.

Sincerely,

Shane B. Inglesby, CCE  
Corporate Credit Manager  
(801) 281-7916

SBI/lp  
Enclosure



Cc: Eddie Jaeger, 1837 W Executive Circle, West Jordan UT 84084

Locally Owned and Operated

# Application Report

# Homeowner Application

Property ID: PETSIN010

March 27, 2019

Application Examined by:

---

Homeowner: Michael L & Patricia S Sincich

Homeowners' Attorney:

Original Contractor: Petelo Hifo

License Number:

Type:

License Issuance Date:

License End Date:

Comments:

Attorney:

## Abstract and Recommendation

**Division's Recommendation:** Deny

The Homeowner has failed to satisfy all of the requirements for the issuance of a certificate of compliance based upon affidavit pursuant to Utah Code 38-11-110(1)(a)(ii). The homeowner admitted to entering into three oral contracts with the alleged contractor totaling over \$5,000. The Division feels these three agreements were essentially one agreement as they were all related to the concrete work at the property, and they all occurred at about the same time. Since the total agreement was over \$5,000, the homeowner cannot receive a certificate of compliance relying on the simplified requirements of Utah Code 38-11-110(1)(a)(ii).

The homeowner has also failed to comply with the requirements of Utah Code Ann 38-11-204. The homeowner (1) failed to provide evidence of entering into a written contract with a licensed contractor; and (2) failed to provide evidence that they paid the contractor in full. The homeowner admitted in their application that they entered into three separate verbal contracts with Petelo Hifo. They failed to provide any written agreements. Homeowner also admitted that they did not know if Petelo Hifo was a licensed contractor or not. Petelo Hifo was not a licensed contractor at the time of the contract or at the time of this recommendation.

On or about February 22, 2019, the Division sent a conditional denial letter informing the homeowner of the deficiencies above. To date, the homeowner has not responded to the Division's letter. 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?** No (see comment)

See above. Homeowner admitted the contract(s) entered into were verbal.

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

See above. Homeowner admitted they entered into a contract with a Petelo Hifo who is not licensed. It appears Petelo Hifo was using Bowman Construction to order materials/supplies. Homeowner admits that they did not know if Petelo Hifo was licensed or not. The evidence suggests the homeowner had no idea they were entering into a contract with a licensed contractor or not.

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

Evidence of full payment: Canceled Checks

Homeowner provided evidence that they paid \$200 less than the agreed-upon amount.

**Does residence qualify as "owner-occupied"?** Yes

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

RECEIVED

OCT 29 2018

Date: 10/29/2018  
Receipt Number: 7547170  
Amount Paid: \$30.00

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](http://www.dopl.utah.gov)

#### Certificate of Compliance Affidavit of Compliance Application

Name: MICHAEL SINCICH AND PATRICIA S. SINCICH

Address of Property against which Lien was filed: 2969N 870W LEHI UT 84043

City: LEHI State: UTAH Zip: 84043

Telephone: (925) 381-4740 Email: MLSINCICH@GMAIL.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): 49:825:0106

#### 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.

RECEIVED

OCT 29 2018

DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING

Submit the above items to one of the following:

<b>By U.S. Mail</b>	DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741
<b>In Person or Express Mail</b>	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](mailto: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

MICHAEL L. SINCICH, PATRICIAS SINCICH  
(Homeowners' Name)

Located at 2469 N 870 W

City LEHI Zip 84043

Tax Parcel Number 49:825:0706

**AFFIDAVIT OF COMPLIANCE**

I, MICHAEL & PATRICIAS SINCICH, being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statutes and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or ~~written~~ contract on 09/09/2017 for service, labor, or materials with:  
PETELO HILFO  
and the general contract, including all changes and additions, totaled: \$ 4200
4. The following entities have demanded payment for service, labor or materials associated with the general contract: (*attach separate sheet if needed*)  
METRO READY MIX, L.L.C.
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. See Utah Code § 38-11-102(22).
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. See Utah Code § 38-11-102(18).

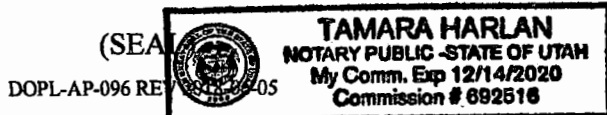
Patricia Sincich  
Signature of Affiant

10/28/18  
Date

State of Utah  
County of Utah

Subscribed and sworn to before me this 24 day of October, 2018

Tamara Harlan  
Signature of Notary Public



MICHAEL L. & PATRICIA S. SINCICH

Homeowner's Name

2969N 870W

Homeowner's Address

LEHI, UT. 84043

Homeowner's City, State, & Zip

(925) 381-4740

Homeowner's Telephone Number

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

MICHAEL L. & PATRICIA S. SINCICH

Homeowner's Name

v

PATELO HIFO

Original Contractor

CERTIFICATE OF SERVICE

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to PATELO HIFO / METRO READY MIX  
(original contractor's name)  
for services provided on property owned by MICHAEL L. SINCICH, by depositing a copy  
PATRICIA S. SINCICH  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

PATELO HIFO

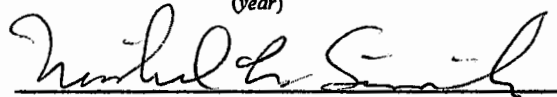
(original contractor's name)

2035 1920W PROVO, UT 84601

(original contractor's address, city, state, & zip)

Certified mail return receipt numbers: 7018 0360 001 6425 1093 / 7018 0360 001 6425  
(number for original contractor) 1123

DATED this 24 day of OCTOBER, 2018  
(date) (month) (year)

  
Signature

23 Oct 2018

To whom it may concern,

On or about September 9, 2017 we entered into a verbal contract with Petelo Hifo (we knew him as Kiu) for a concrete driveway, side yard pad and a patio in our back yard for the amount of \$4200 total. (\$2500 check included)

On or about September 15, 2017 we entered into another verbal contract to have Petelo provide a sidewalk from the patio to the previously mentioned pad on the side of our house for an additional \$1375. (\$2875 check included)

On or about September 20, 2017 we entered into another verbal contract for steps at the back and sides of the patio that was poured previously in the amount of \$2200. (\$1600 check included, also paid \$600 cash for complete amount)

We paid Kiu (Petelo) for all services and were happy with the results. At some point he told me he was running his work through his cousin's company. He never mentioned who he was or the name of the company.

On or about April 12, 2018 we received a lien notice from Metro Ready Mix in the amount of \$2258.67. I called Kiu and he said he was taking care of it and I didn't owe anything. He said he gave the money to his cousin to pay for the concrete (I assume Bowman Construction).

On or about April 22 we received another lien notice from Metro Ready Mix in the amount of \$3530.09. Again Kiu mentioned that they had put someone else's bill onto our house and again said we owed nothing and had paid him. Again said his cousin had been paid by him (Kiu). I talked to Petelo several times during the year, he assured me he was taking care of it.

We never at any time thought to call Retro Ready Mix and in retrospect probably should have done so.

We don't know if Petelo is licensed or not, I assume that may be why he ordered concrete through his cousin's company. We don't have any documentation to show his licensing information if any exists.

Sincerely,

*Michael Smith*  
*Patricia S. Zurech*



**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](http://www.dopl.utah.gov)

**Certificate of Compliance Affidavit of Compliance Application**

Name: MICHAEL L. SINCICH AND PATRICIA S. SINCICH

Address of Property against which Lien was filed: 2969 N 870 W

City: LEHI State: UT Zip: 84043

Telephone: (925) ~~831~~ 381-4740 Email: MLSINCICH@GMAIL.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): 49:825:0706

**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:

<b>By U.S. Mail</b>	DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741
<b>In Person or Express Mail</b>	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](mailto: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

MICHAEL L. SINICCH, PATRICIA S. SINICCH  
(Homeowners' Name)

Located at 2969 N 870 W  
City LEHI UT Zip 84043  
Tax Parcel Number 49.825.0706

**AFFIDAVIT OF COMPLIANCE**

I, MICHAEL L. & PATRICIA S. SINICCH, being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statutes and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or written contract on 09/15/2017 for service, labor, or materials with:  
PETELO HIFO  
and the general contract, including all changes and additions, totaled: \$ 1375
4. The following entities have demanded payment for service, labor or materials associated with the general contract: (attach separate sheet if needed)  
METRO READY MIX, L.L.C
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. See Utah Code § 38-11-102(22).
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. See Utah Code § 38-11-102(18).

Patricia Sinicch  
Signature of Affiant

10/24/18  
Date

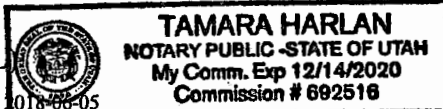
Michael L. Sinicch

10/24/18

Subscribed and sworn to before me this 24 day of Oct 2018.

State of Utah  
County of Utah

(SEAL)



Tamara Harlan  
Signature of Notary Public

MICHAEL L. SINCICH, PATRICKA S. SINCICH  
Homeowner's Name  
2969N 870 W  
Homeowner's Address  
LEHI UT 84043  
Homeowner's City, State, & Zip  
(925) 381-4740  
Homeowner's Telephone Number

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

<u>MICHAEL L. SINCICH, PATRICKA S. SINCICH</u> Homeowner's Name	<b>CERTIFICATE OF SERVICE</b>
v <u>PETELO HIFO</u> Original Contractor	

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to PETELO HIFO / METRO READY MIX  
(original contractor's name)  
for services provided on property owned by MICHAEL L. SINCICH, PATRICKA S. SINCICH, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

PETELO HIFO  
(original contractor's name)  
203 S 1920W PROVO, UT 84601  
(original contractor's address, city, state, & zip)

Certified mail return receipt numbers: 7018 0360 001 6425 1093 / 7018 0360 001 6425 1123  
(number for original contractor)

DATED this 24 day of OCTOBER, 2018  
(date) (month) (year)

Michael L. Sincich  
Signature

**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](http://www.dopl.utah.gov)

**Certificate of Compliance Affidavit of Compliance Application**

Name: MICHAEL L. SINCICH AND PATRICIA S. SINCICH

Address of Property against which Lien was filed: 2969 N 870 W

City: LEHI State: UT Zip: 84043

Telephone: (925) 381-4740 Email: ML.SINCICH@GMAIL.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): 49:825:0706

**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:

<b>By U.S. Mail</b>	DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741
<b>In Person or Express Mail</b>	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](mailto: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

**AFFIDAVIT OF COMPLIANCE**

MICHAEL L. SINCICH, PATRICIA S. SINCICH  
(Homeowners' Name)

Located at 2969N 870W  
City LEHI UT Zip 84043  
Tax Parcel Number 49:825:0706

I, MICHAEL L. & PATRICIA S. SINCICH being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statues and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or written contract on 09/20/2017 for service, labor, or materials with:  
PETELO HIFO  
and the general contract, including all changes and additions, totaled: \$ 2200
4. The following entities have demanded payment for service, labor or materials associated with the general contract: *(attach separate sheet if needed)*  
METRO READY MIX, L.L.C.
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. See Utah Code § 38-11-102(22).
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. See Utah Code § 38-11-102(18).

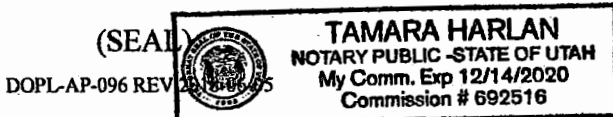
Patricia Sincich  
Signature of Affiant

10/24/18  
10/24/18  
Date

State of Utah  
County of Utah

Subscribed and sworn to before me this 24 day of October, 2018

Jamara Houlton  
Signature of Notary Public



MICHAEL L. SINCICH, PATRICIA S. SINCICH  
Homeowner's Name

2969 N 870 W  
Homeowner's Address

LEHI, UT 84043  
Homeowner's City, State, & Zip

(925) 381-4740  
Homeowner's Telephone Number

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

MICHAEL L. SINCICH, PATRICIA S. SINCICH  
Homeowner's Name

CERTIFICATE OF SERVICE

v

PATELO HIFO  
Original Contractor

I hereby certify that on the 24 day of OCTOBER, 2018, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to PATELO HIFO  
(original contractor's name)  
for services provided on property owned by MICHAEL L. SINCICH, PATRICIA S. SINCICH, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

PATELO HIFO / METRO READY MIX  
(original contractor's name)  
203 S 1420 W PROVO, UT 84601  
(original contractor's address, city, state, & zip)

Certified mail return receipt numbers: 701803600016424 1093 / 708 0360001 6425 1123  
(number for original contractor)

DATED this 24 day of OCTOBER, 2018  
(date) (month) (year)

Michael L. Sincich  
Signature

Adv Tiered Interest Chkg - 1255: Account Activity Transaction Details

Check number: 0000008920

Post date: 09/13/2017

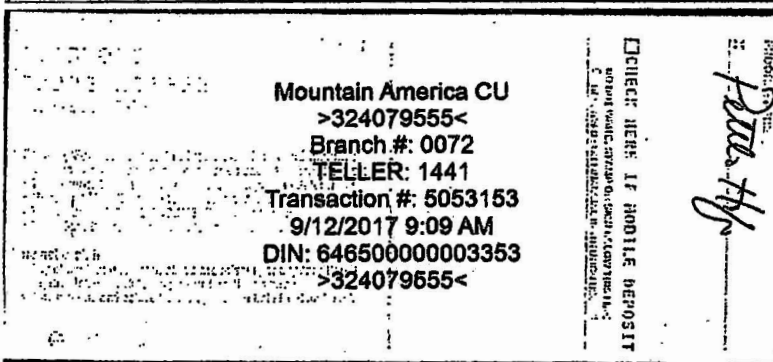
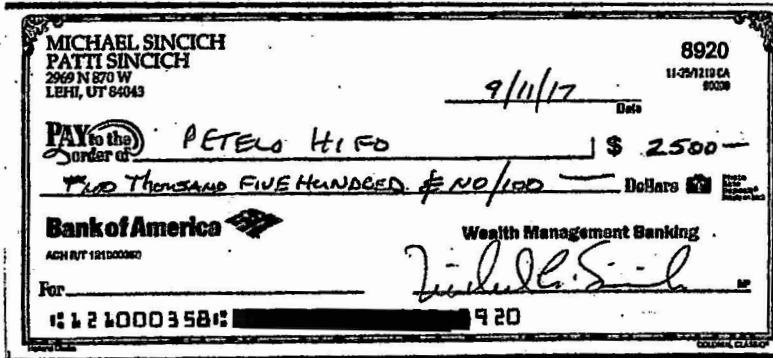
Amount: -2,500.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks



Adv Tiered Interest Chkg - 1255: Account Activity Transaction Details

Check number: 0000008923

Post date: 09/19/2017

Amount: -2,875.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks


MICHAEL SINCICH  
PATTI SINCICH  
2509 N 870 W  
LEHI, UT 84043

8923  
11-29/1210 CA  
0000

9/18/17 Date

PAY to the order of PATELO HLFO \$: 2875 -

TWO THOUSAND EIGHT HUNDRED SEVENTY FIVE AND 00/100 DOLLARS

Bank of America  Wealth Management Banking

ACH N7 121000028

For CONCRETE *Trinidad S. Silva*

⑆ 2 1000358 ⑆

Mountain America CU  
>324079555<  
Branch #: 0072  
TELLER: 2937  
Transaction #: 6678982  
9/18/2017 5:12 PM  
DIN: 64710000057261  
>324079555<

CHECK HERE IF MOBILE DEPOSIT

*Patti HLFO*



Adv Tiered Interest Chkg - 1255: Account Activity Transaction Details

Check number: 0000008929

Post date: 10/02/2017

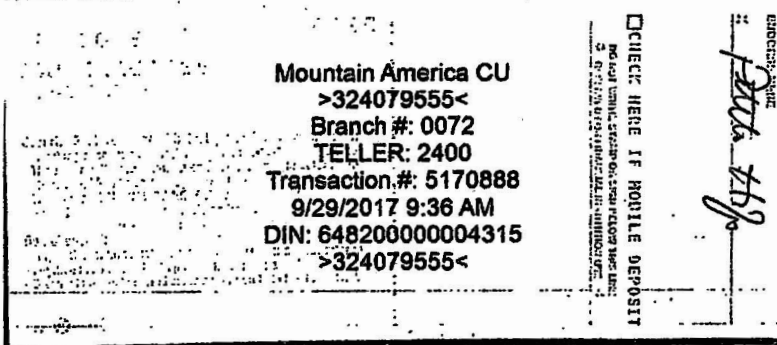
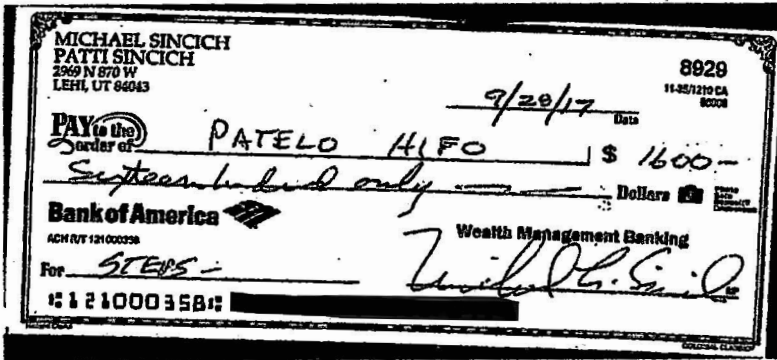
Amount: -1,600.00

Type: Check

Description: Check

Merchant name: Check

Transaction category: Cash, Checks & Misc: Checks



From: **Petelo Hifo** pe2hifo@yahoo.com  
Subject: **Concrete**  
Date: **Oct 9, 2018 at 1:35:32 PM**  
To: **mlsincich@gmail.com**

**Concrete to extend the driveway and patio. Labor and materials-  
\$4200**

**Steps around the patio.**

**Labor and materials-\$2200**

**Sent from my iPhone**

*THIS IS ALL I HAVE AS RECEIPT FOR WORK DONE BY  
PETELO HIFO.*

*Michael L. Smith*

# Wasatch Lien Service, LLC

April 10, 2018

CERTIFIED NO. 917199999170380992725

Michael L. and Patricia S. Sincich  
2969 North 870 West  
Lehi, UT 84043

Re: Lien Against: Lot 706, Park Estates, 2969 North 870 West, Lehi, 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

cc: Metro Ready Mix, LLC  
Bowman Construction, LLC  
485-0418-21

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.# 49:825:0706

**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 Michael L. and Patricia S. Sincich. Said real property is located at 2969 North 870 West, Lehi, Utah County, State of Utah, described as follows:

LOT 706, PLAT G, PARK ESTATES AT IVORY RIDGE SUB. AREA 0.216 AC.

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 1101, 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 September 18, 2017 and last provided on September 28, 2017. There is due and owing to the Lien Claimant the sum of \$2,258.67, together with interest, costs of \$200.00 and attorney fees, if applicable; all for which the Lien Claimant holds and claims this Construction Lien.

**PROTECTION AGAINST LIENS AND CIVIL ACTION**

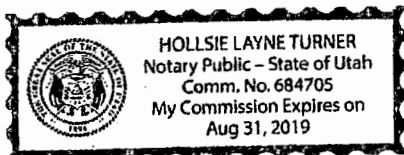
NOTICE IS HEREBY PROVIDED in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed, and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000. (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at [www.dopl.utah.gov/rlrf](http://www.dopl.utah.gov/rlrf).

WASATCH LIEN SERVICE, LLC  
Agent for the Lien Claimant

By: \_\_\_\_\_  
Jamie Crnich

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

Jamie Crnich, as manager of Wasatch Lien Service, LLC, personally appeared before me on April 10, 2018 and acknowledged that Wasatch Lien Service, LLC is the agent for Metro Ready Mix, LLC, and acknowledged that she executed the above document.



*Hollsie Turner*  
\_\_\_\_\_  
Notary Public  
Order #485-0418-21

# Wasatch Lien Service, LLC

April 19, 2018

CERTIFIED NO. 9171999991703552026602

Michael L. and Patricia S. Sincich  
2969 North 870 West  
Lehi, UT 84043

Re: Lien Against: Lot 706, Park Estates, 2969 North 870 West, Lehi, Utah  
Lien Claimant: Metro Ready Mix, LLC  
Contracting Party: Bowman Construction, LLC

Gentlemen/Ladies:

Please be advised that the attached Amended 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,



Brianna Boynton  
Wasatch Lien Service, LLC

cc: Metro Ready Mix, LLC  
Bowman Construction, LLC  
485-0418-21a

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

AMENDED NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the undersigned acting as 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 amend a construction lien filed and recorded in the office of the County Recorder of Utah County, State of Utah on April 10, 2018 as Entry No. 33386:2018 of official records, 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 Michael L. and Patricia S. Sincich. Said real property is located at 2969 North 870 West, Lehi, Utah County, State of Utah.

Legal Description:

Parcel # 49:825:0706

LOT 706, PLAT G, PARK ESTATES AT IVORY RIDGE SUB. AREA 0.216 AC.

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 September 18, 2017. The Lien Claimant's material and services were last provided on September 28, 2017. There is due and owing to the Lien Claimant the sum of \$3,530.09, together with interest, costs of \$200.00 and attorney fees, if applicable; all for which the Lien Claimant holds and claims this Construction Lien.

PROTECTION AGAINST LIENS AND CIVIL ACTION

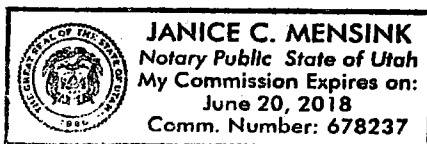
NOTICE IS HEREBY PROVIDED in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed, and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000. (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rlrf.

WASATCH LIEN SERVICE, LLC  
Agent for the Lien Claimant

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

By: Brianna Boynton  
Brianna Boynton

Brianna Boynton, as an agent of Wasatch Lien Service, LLC, personally appeared before me on April 19, 2018 and acknowledged that Wasatch Lien Service, LLC is the agent for Metro Ready Mix, LLC, and acknowledged that she executed the above document.



Janice C. Mensink  
Notary Public, residing in Salt Lake County, Utah  
Order #485-0418-21a

# Application Report

# Homeowner Application

Property ID: SILSUN001

March 18, 2019

Application Examined by: Chris Rogers

---

Homeowner: Lisa Sun

Homeowners' Attorney:

Original Contractor: Silverhawk Enterprises Inc

License Number: 7957805-5501

Type:

License Issuance Date: 04/19/2011

License End Date: 11/30/2019

Comments:

Attorney:

## Abstract and Recommendation

Division's Recommendation: Approve

The Homeowner has satisfied the requirements of the issuance of a certificate of compliance pursuant to Utah Code Ann 38-11-204(4). 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

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: Original Contractor Affidavit

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

**Applicant:**

Name: Lisa G. Sun

Address of Property against which Lien was filed: 9751 Little Cottonwood Place

City: Sandy State: Utah Zip: 84092

Telephone: ( 650 ) 898-7518 Email: karlsun@gmail.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): 28-12-178-028-0000

Legal Description or Lot Number (found on the Notice of Lien): \_\_\_\_\_  
Lot 1, Sierra Estates II

**Applicant's Attorney or Other Representative (if applicable):**

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

RECEIVED

SEP 21 2018

DIVISION OF OCCUPATIONAL  
& PROFESSIONAL LICENSING

**Original Contractor/Factory Built Housing Retailer/Real Estate Developer:**

Company Name: Serenity Excavating, LLC

Address: P.O. Box 625

City: West Jordan State: UT Zip: 84084

Telephone: ( 801 ) 512-2956 Email: jd@serenitylandscapers.com

**Original Contractor/Factory Built Housing Retailer/Real Estate Developer's Attorney  
(if applicable):**

Name: n/a

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: James C. Patterson Trucking, Inc.

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 UTAH CODE ANN. § 38-1-11 (6) (e)

**Written Contract:**

Did you enter into a written contract? Check one

- Yes. Attach a copy of the contract to this application (See Explanation, below)
- No. Explain: The Applicant contracted with Silverhawk Enterprises, Inc. as general contractor. Silverhawk entered into a subcontract with the non-paying party, Serenity Excavating, LLC. The applicant paid Silverhawk in full for Serenity's work, and Silverhawk paid Serenity in full. However, Serenity has failed to pay its sub-subcontractors.

**Required documentation of licensure or exemption from licensure:**

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

- Contracted with a licensed contractor:
  - ① Attach evidence your contractor was licensed
- Contracted with an exempt contractor:
  - ① Attach evidence your contractor was exempt from licensure
- Contracted with a real estate developer:
  - ① Attach evidence the developer had ownership interest in the property
  - ② Attach evidence the developer offered the residence for sale to the public
  - ③ Attach a copy of the contract between the developer and a licensed contractor
- Contracted with a contractor real estate developer:
  - ① Attach evidence the contractor developer had ownership interest in the property
  - ② Attach evidence the contractor developer offered the residence for sale to the public
  - ③ Attach evidence the contractor developer was a licensed contractor

**Payment in Full:**

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

- Yes. Attach documents demonstrating payment (See explanation above)
- No. Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

IN THE MATTER OF THE APPLICATION  
FOR A CERTIFICATE OF COMPLIANCE  
ON THE RESIDENCE OF  
Lisa G. Sun

*(Homeowners' Name)*

AFFIDAVIT OF COMPLIANCE,  
CERTIFICATION, AND RELEASE OF  
INFORMATION

LOCATED AT \_\_\_\_\_

*(Address, City, and State of the property)*

9751 Little Cottonwood Place

Sandy, Utah 84092

STATE OF UTAH            )  
  :SS.  
COUNTY OF Salt Lake    )

I, Lisa G. Sun, being first duly sworn state as follows:  
*(Name of person completing application)*

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.

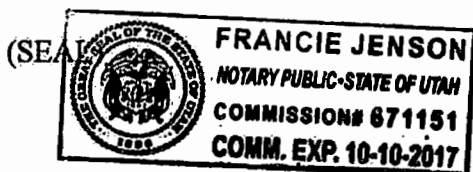
6. Type of Residence: (check the appropriate box)  
 Detached single family dwelling  
 Duplex (single building with two separate living units)  
 More than two living units in building
7. Date construction of the project was complete: (check one box & fill in date)  
 Certificate of Occupancy Date n/a\* / \_\_\_ / \_\_\_  
 Final Inspection Date n/a / \_\_\_ / \_\_\_  
 No substantial work left to complete Date     / n/a /      
 Original contractor was terminated Date n/a / \_\_\_ / \_\_\_  
     \*home still under construction
8. Date the residence was/will be occupied: (check one box & fill in date)  
 Do not intend to occupy  
 Have occupied the residence since Date     /     /      
 Will occupy the residence on Date upon completion
9. How the residence is/will be used: (check the appropriate box)  
 Owner's primary residence  
 Owner's secondary residence  
 Tenant or Lessee's primary residence  
 Tenant or Lessee's secondary residence  
 Other (explain) \_\_\_\_\_

I hereby authorize all persons, institutions, governmental agencies, employers, or any others not specifically included in the preceding characterization, which are set forth directly or by reference in this application, to release to the Division of Occupational and Professional Licensing, State of Utah or the Residence Lien Recovery Fund Advisory Board, any files, records or information of any type reasonably required for the Division of Occupational and Professional Licensing or the Board to properly evaluate my application.

[Signature]  
 \_\_\_\_\_  
 Signature of Affiant (sign here)

4/5/16  
 Date

Subscribed and sworn to before me this 5<sup>th</sup> day of April, 2016



[Signature]  
 \_\_\_\_\_  
 Signature of Notary Public

**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](http://www.dopl.utah.gov)

**Affidavit of Compliance**

Name: Lisa G. Sun

Address of Property against which Lien was filed: 9751 Little Cottonwood Place

City: Sandy State: UT Zip: 84092

Telephone: ( 650 ) 898-7518 Email: karlsun@gmail.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*): 28-12-178-028-0000

**Checklist**

- \$30 non-refundable application fee
- Original Affidavit of Compliance
- Attach a list of all known subcontractors and suppliers
- A copy of this checklist

Submit the above items to one of the following:

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

For Questions or Other Information

Direct: (801) 530-6628 • Toll-free: (866) 275-3675 (*Utah only*) • e-mail: [lrf@utah.gov](mailto:lrf@utah.gov)

**Additional Requirement**

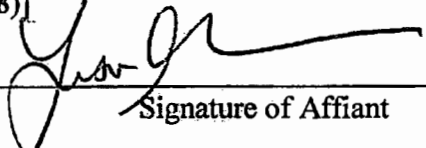
- Send a copy of this application and all attachments by certified mail, return receipt requested, to all lien claimants and the party with whom you contracted

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

IN THE MATTER OF THE APPLICATION FOR A CERTIFICATE OF COMPLIANCE ON THE RESIDENCE OF <u>Lisa G. Sun</u> <i>(Homeowners' Name)</i> Located at <u>9751 Little Cottonwood Place</u> City <u>Sandy, UT</u> Zip <u>84092</u> Tax Parcel Number <u>28-12-178-028-0000</u>	AFFIDAVIT OF COMPLIANCE
--	-------------------------

I, Lisa G. Sun, being first duly sworn state as follows:

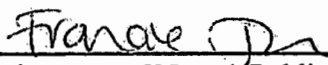
1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statues and rules pertaining to my application for Certificate of Compliance.
3. My general contractor subcontract  
entered into an oral or written contract on 8 / 18 / 15 for service, labor, or materials with:  
Serenity Excavating, LLC  
and the general contract, including all changes and additions, totaled: \$ 37,500
4. The following entities have demanded payment for service, labor or materials associated with the general contract: *(attach separate sheet if needed)*  
James C. Patterson Trucking, Inc.
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. [Utah Code Ann. § 38-11-102 (22)]
6. The residence is ~~is~~ <sup>not yet completed and not</sup> occupied by me or my tenant or lessee as a primary or secondary residence and ~~was~~ <sup>will be</sup> occupied within 180 days from the date of the completion of the construction on the residence. [Utah Code Ann. § 38-11-102 (18)]

  
\_\_\_\_\_  
Signature of Affiant

4/5/16  
Date

Subscribed and sworn to before me this 5<sup>th</sup> day of April, 2016



  
\_\_\_\_\_  
Signature of Notary Public

Lisa G. Sun  
Homeowner's Name  
9751 Little Cottonwood Place  
Homeowner's Address  
Sandy, UT 84092  
Homeowner's City, State, & Zip  
650-898-7518  
Homeowner's Telephone Number

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

**CERTIFICATE OF SERVICE**

Lisa G. Sun

SerenityExcavating

I hereby certify that on the 21st day of September, 2018, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to Serenity Excavating, LLC; Silverhawk Enterprises, Inc.; James C. Paterson Trucking, Inc.; and National Wood Products, Inc.  
(original contractor's name)  
for services provided on property owned by Lisa G. Sun, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

Serenity Excavating, LLC  
12777 S. Ventia St.  
Herriman, UT 84096

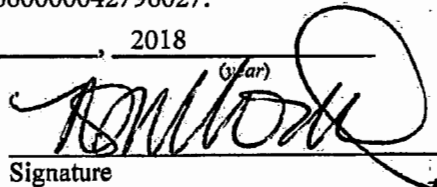
Silverhawk Enterprises, Inc.  
3165 E. Millrock Dr., Suite 500  
Salt Lake City, UT 84121

James C. Paterson Trucking, Inc.  
c/o Nate D. Ashcraft  
3051 W. Maple Loop Dr., Suite 325  
Lehi, UT 84043

National Wood Products  
2659 W. Dry Creek Dr.  
Riverton, UT 84065

Certified mail return receipt numbers: 70170660000042796041; 7017066000004279; 70170660000042796034  
and 70170660000042796027.

DATED this 21st day of September, 2018  
(date) (month) (year)

  
Signature



## Details for SERENITY EXCAVATING LLC

### License Information

Name:	SERENITY EXCAVATING LLC
City, State, Zip, Country:	CAVE CREEK, AZ 853317547, UNITED STATES
Profession:	CONTRACTOR
License Type:	CONTRACTOR WITH LRF
License Number:	8072502-5501
Obtained By:	APPLICATION
License Status:	ACTIVE
Original Issue Date:	09/21/2012
Expiration Date:	11/30/2017
Agency and Disciplinary Action*:	NONE
Docket Number:	N/A

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

\*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. [Click here for citations.](#)

### Details for SILVERHAWK ENTERPRISES INC

#### License Information

**Name:** SILVERHAWK ENTERPRISES INC  
**City, State, Zip, Country:** RIVERTON, UT 84065, UNITED STATES  
**Profession:** CONTRACTOR  
**License Type:** CONTRACTOR WITH LRF  
**License Number:** 7957805-5501  
**Obtained By:** APPLICATION  
**License Status:** ACTIVE  
**Original Issue Date:** 04/19/2011  
**Expiration Date:** 11/30/2017  
**Agency and Disciplinary Action\*:** NONE  
**Docket Number:** N/A

Classification(s):	Qualifier(s):	Association Date(s):
R100 - RESIDENTIAL AND SMALL COMMERCIAL	ALI HARASH	04/16/2013

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at <https://secure.utah.gov/bes/bes>. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.




**\*NOTE:** The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. [Click here for citations.](#)

**EXHIBIT 2**

View Check: #017906 Amount: \$13,000.00 Date: 10/5/2015

Print Check


Check Front

	<b>SILVERHAWK ENTERPRISES</b> 08-89 14387 S. 790 W. STE-C200 BLUFFDALE, UT 84063 (801) 302-9494	<b>MOUNTAIN AMERICA CREDIT UNION</b> 12221 E. State Street Draper, UT 84020 31-79553240	<b>17906</b>
PAY TO THE ORDER OF <b>Serenity Excavating LLC</b>		<b>10/2/2016</b>	<b>\$ 13,000.00</b>
<b>Thirteen Thousand and 00/100</b>			<b>DOLLARS</b>
<b>Serenity Excavating LLC</b> <b>dba Serenity Landscaping</b> <b>P.O. Box 625</b> <b>West Jordan, UT 84088</b>			
MEMO <b>Sun residence</b>			

Check Back

10-02-15 <3 [REDACTED] 475 09 RVRTN University Fed Credit Union 100215175800045 Credit to Acct of Name Payee	ACCOUNT OF THE WITHDRAW CREDITED BY UNIVERSITY FEDERAL CREDIT UNION SALT LAKE CITY, UT 84143
---	---

Check Front

 <p><b>SILVERHAWK ENTERPRISES</b> 14587 S. 790 W. STE-C200 BLUFFDALE, UT 84065 (801) 302-9494</p>	<p>00-00 08/19/15 -17-12 11/2 HAF10/15</p>	<p><b>MOUNTAIN AMERICA CREDIT UNION</b> 12221 S. State Street Draper, UT 84020 81-76553240</p>	<p>17919</p>
	<p>10/9/2015</p>		
<p>PAY TO THE ORDER OF <u>Serenity Excavating LLC</u></p>		<p>\$ **11,000.00</p>	
<p>Eleven Thousand and 00/100</p>		<p>DOLLARS</p>	
<p>MEMO Serenity Excavating LLC dba Serenity Landscaping P.O. Box 625 West Jordan, UT 84088</p>		<p><i>April [Signature]</i> A. [Signature]</p>	
<p>lot 1 - Sun residence</p>			


Check Back

<p>10-09-15 &lt; [Redacted] 475 09 RVRTN University Fed Credit Union 100915162500027 Credit to Acct of Name Payee</p>	<p><i>[Signature]</i></p>
---	---------------------------

View Check: #017763 Amount: \$8,100.00 Date: 8/24/2015

[Print Check](#)

Check Front

 <p><b>SILVERHAWK</b> ENTERPRISES</p>	<p><b>SILVERHAWK ENTERPRISES</b> 00-88 14587 S. 790 W. STE C200 BLUFFDALE, UT 84065 (801) 302-9494</p>	<p><b>MOUNTAIN AMERICA CREDIT UNION</b> 12221 S. State Street Draper, UT 84020 31-79553240</p>	<p>17763</p>
	<p>PAY TO THE ORDER OF <u>Serenity Excavating LLC</u></p>	<p>8/21/2015</p>	<p>\$ 8,100.00</p>
<p>Eight Thousand One Hundred and 00/100</p>			<p>DOLLARS</p>
<p>MEMO Serenity Excavating LLC dba Serenity Landscaping 8833 S. Redwood Rd, #B West Jordan, UT 84088</p>	<p><i>James Holsten</i> AUTHORIZED SIGNATURE</p>		
<p>⑈017763⑈ 123 [REDACTED]</p>			

Check Back

<p>UNIVERSITY FEDERAL CREDIT UNION 8/21/2015, 15:47:29, SEQUENCE # 58778 CREDITED TO THE ACCOUNT OF WITHIN NAMED PAYEE TELLER # 475 BRANCH 09 - RIVERTON</p>	<p>ACCOUNT OF THIS CHECK CREDITED TO ACCOUNT OF THE WITHIN NAMED PAYEE SUPPLIED ENDORSEMENT GUARANTEED UNIVERSITY FEDERAL CREDIT UNION SALT LAKE CITY, UTAH</p>
--	---

**EXHIBITS TO  
APPLICATION FOR CERTIFICATE OF  
COMPLIANCE**



Serenity Excavating LLC  
 PO Box 625  
 West Jordan, UT 84084 US

Invoice 1043

(801) 512-2956  
 jd@serenitylandscapers.com

BILL TO  
 Silver Hawk Homes  
 Sun Job  
 9751 Little Coltonwood Place  
 Sandy, Utah 84092  
 United States

DATE 09/10/2015	PLEASE PAY \$26,000.00	DUE DATE 10/10/2015
--------------------	---------------------------	------------------------

ACTIVITY	QTY	RATE	AMOUNT
Excavating Excavate 90' by 63' by 12'	1	0.00	0.00
Excavating Place sand, in lifts per plans	1	0.00	0.00
Excavating Back fill in lifts of 2' with compaction	1	26,000.00	26,000.00
<b>TOTAL DUE</b>			<b>\$26,000.00</b>

THANK YOU.





Serenity Excavating LLC  
PO Box  
West Jordan, UT 84084 US

Invoice 1034

(801) 512-2956  
jd@serenityexcavating.com

**BILL TO**  
Silver Hawk Enterprises  
9751 little cottonwood  
Sandy, Utah SL

**DATE**  
08/18/2015

**PLEASE PAY**  
\$10,000.00

**DUE DATE**  
09/17/2015

**P.O. NUMBER**  
Karl Sun

ACTIVITY	QTY	RATE	AMOUNT
Excavating Demo of Karl Sun home	1	10,000.00	10,000.00

**TOTAL DUE** \$10,000.00

THANK YOU.



Serenity Excavating LLC  
 PO Box  
 West Jordan, UT 84084 US

Invoice 1030

(801) 512-2956  
 jd@serenityexcavating.com

**BILL TO**  
 Silver Hawk Enterprises  
 9751 Little Cottonwood Pl  
 Sandy UT 84092  
 SUN PROJECT

<b>DATE</b> 08/12/2015	<b>PLEASE PAY</b> \$1,500.00	<b>DUE DATE</b> 08/12/2015
---------------------------	---------------------------------	-------------------------------

ACTIVITY	QTY	RATE	AMOUNT
Excavating	1	1,500.00	1,500.00
Tree Removal			

*Tree Removal has already been paid in full by Serenity.*

<b>TOTAL DUE</b>	<b>\$1,500.00</b>
------------------	-------------------

THANK YOU.



## SALT LAKE COUNTY RECORDER

### Data and Documents for Parcel Number: 28121780280000

**Owner:**

SUN, LISA G; TR  
(LGS REV TR)

**Mailing Address:**

9751 LITTLE COTTONWOOD PL  
SANDY UT 84092-6027-51

**Legal Description:**

LOT 1, SIERRA ESTATES II.

**Land Value:** \$0

**Building Value:** \$0

**Total Value:** \$0

**Total Acres:** 0.50

**Parcel Location Address:** 9751 LITTLE COTTONWOOD PL

**Location Area Name:** SIERRA EST II

**Type:** SUBDIVISION

**Total Documents Found:** 8

NOTE: Documents recorded before 1990 (entry numbers lower than 4866007) are not found by this search.

Entry Number	Book	Page	Instrument Type	Recorded Date	First Parties	Second Parties	Consideration
12035046	2015P	98	PLAT	4/22/2015	SANDY CITY	TO WHOM IT MAY CONCERN	
12035047	10316	8843	CERTIF	4/22/2015	LIEUTENANT GOVERNOR UT SANDY CITY	TO WHOM IT MAY CONCERN	
12126900	2015P	206	PLAT	9/4/2015	PLAT	TO WHOM IT MAY CONCERN	
12126915	10359	2092	CERTIF	9/4/2015	LIEUTENANT GOVERNOR UT COX, SPENCER J	JORDAN VALLEY WATER CONSERVANC	
12186398	10386	6679	NT LN	12/10/2015	SUN, LISA GROW TR	JAMES C PATERSON TRUCKING	\$35,500.00
12246140	10414	3020	PLAT	3/24/2016	PLAT	TO WHOM IT MAY CONCERN	
12246141	10414	3021	PLAT	3/24/2016	PLAT	TO WHOM IT MAY CONCERN	
12246142	10414	3022	CERTIF	3/24/2016	UTAH LIEUTENANT GOVERNOR	TO WHOM IT MAY CONCERN	

**EXHIBIT 1**



Serenity Excavating LLC  
PO Box 625  
West Jordan, UT 84084 US

# Invoice 1043

(801) 512-2956  
jd@serenitylandscapers.com

**BILL TO**  
Silver Hawk Homes  
Sun Job  
9751 Little Cottonwood Place  
Sandy, Utah 84092  
United States

<b>DATE</b> 09/10/2015	<b>PLEASE PAY</b> \$26,000.00	<b>DUE DATE</b> 10/10/2015
---------------------------	----------------------------------	-------------------------------

ACTIVITY	QTY	RATE	AMOUNT
Excavating Excavate 90' by 63' by 12'	1	0.00	0.00
Excavating Place sand, in lifts per plans	1	0.00	0.00
Excavating Back fill in lifts of 2' with compaction	1	26,000.00	26,000.00
<b>TOTAL DUE</b>			<b>\$26,000.00</b>

THANK YOU.



Serenity Excavating LLC  
PO Box  
West Jordan, UT 84084 US

Invoice 1034

(801) 512-2956  
jd@serenityexcavating.com

BILL TO  
Silver Hawk Enterprises  
9751 little cottonwood  
Sandy, Utah SL

DATE 08/18/2015	PLEASE PAY \$10,000.00	DUE DATE 09/17/2015
--------------------	---------------------------	------------------------

P.O. NUMBER  
Karl Sun

ACTIVITY	QTY	RATE	AMOUNT
Excavating Demo of Karl Sun home	1	10,000.00	10,000.00

TOTAL DUE \$10,000.00

THANK YOU.



Serenity Excavating LLC  
PO Box  
West Jordan, UT 84084 US

Invoice 1030

(801) 512-2956  
jd@serenityexcavating.com

**BILL TO**  
Silver Hawk Enterprises  
9751 Little Cottonwood Pl  
Sandy UT 84092  
SUN PROJECT

**DATE**  
08/12/2015

**PLEASE PAY**  
\$1,500.00

**DUE DATE**  
08/12/2015

ACTIVITY	QTY	RATE	AMOUNT
Excavating	1	1,500.00	1,500.00
Tree Removal			

*Tree Removal has already been paid in full by Serenity.*

**TOTAL DUE** **\$1,500.00**

THANK YOU.

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

12186398  
12/10/2015 03:33 PM \$10.00  
Book - 10386 Pg - 6679  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
WASATCH LIEN SERVICE  
3165 E MILLROCK DR STE 500  
SALT LAKE CITY UT 84121  
BY: EEP, DEPUTY - WI 1 P.  
Parcel I.D.# 28-12-178-028-0000

**NOTICE OF CONSTRUCTION LIEN**

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the duly authorized recording agent of James C. Paterson Trucking, Inc., 4102 West 4775 South, Kearns, Utah 84118, (801) 301-4500 (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 Lisa Grow Sun, as Trustee of The Lisa Grow Sun Revocable Trust dated December 28, 2005. Said real property is located at 9751 Little Cottonwood Place, Sandy, Salt Lake County, State of Utah, described as follows:

LOT 1, SIERRA ESTATES II.

The Lien Claimant was employed by and did provide sand, dirt and trash hauled away at the request of Serenity Excavating, with the address of P.O. Box 625, West Jordan, Utah 84084, for the benefit and improvement of the above-described real property. The Lien Claimant's material and services were first provided on November 8, 2015 and last provided on November 8, 2015. There is due and owing to the Lien Claimant the sum of \$35,500.00, together with interest, costs of \$200.00 and attorney fees, if applicable; all for which the Lien Claimant holds and claims this Construction Lien.

**PROTECTION AGAINST LIENS AND CIVIL ACTION**

NOTICE IS HEREBY PROVIDED in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed, and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000. (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rlrf.

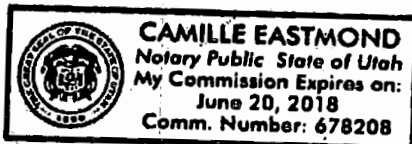
WASATCH LIEN SERVICE, LLC  
Agent for the Lien Claimant

By: \_\_\_\_\_  
Jamie Crnich

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

Jamie Crnich, as manager of Wasatch Lien Service, LLC, personally appeared before me on December 10, 2015 and acknowledged that Wasatch Lien Service, LLC is the agent for James C. Paterson Trucking, Inc., and acknowledged that she executed the above document.

*Camille Eastmond*  
Notary Public  
Order #1330-1215-02





12295130

06/07/2016 03:19 PM \$10.00

Book - 10439 Pg - 4609

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

WASATCH LIEN SERVICE

3165 E MILLROCK DR STE 500

SALT LAKE CITY UT 84121

BY: SRP, DEPUTY - WI 1 P.

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

AMENDED NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by WASATCH LIEN SERVICE, LLC, the undersigned acting as the duly authorized recording agent of James C. Paterson Trucking, Inc., 4102 West 4775 South, Kearns, Utah 84118, (801) 301-4500 (the "Lien Claimant"). Said agent hereby gives notice of the intention of the Lien Claimant to amend a construction lien filed and recorded in the office of the County Recorder of Salt Lake County, State of Utah on December 10, 2015 as Entry No. 12186398 in Book 10386 at Page 6679 and the Amended Notice of Construction Lien filed and recorded on May 6, 2016 as Entry No. 12274924 in Book 10428 at Page 8871 of official records, 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 Lisa Grow Sun, as Trustee of The Lisa Grow Sun Revocable Trust dated December 28, 2005. Said real property is located at 9751 Little Cottonwood Place, Sandy, Salt Lake County, State of Utah.

Legal Description:

Parcel # 28-12-178-028-0000

LOT 1, SIERRA ESTATES II.

The Lien Claimant was employed by and did provide sand, dirt, and trash hauled away at the request of Silverhawk Enterprises, Inc., with the address of 14587 South 790 West, Suite C-200, Bluffdale, Utah 84065 and/or Serenity Excavating, with the address of P.O. Box 625, West Jordan, Utah 84084, for the benefit and improvement of the above-described real property. The Lien Claimant's material and services were first provided on August 13, 2015. The Lien Claimant's material and services were last provided on September 24, 2015. There is due and owing to the Lien Claimant the sum of \$17,720.00, together with interest, costs of \$200.00 and attorney fees, if applicable; all for which the Lien Claimant holds and claims this Construction Lien.

PROTECTION AGAINST LIENS AND CIVIL ACTION

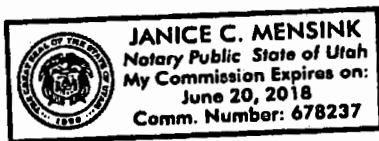
NOTICE IS HEREBY PROVIDED in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as part of this contract, if either section (1) or (2) is met: (1)(a) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (b) the original contractor was properly licensed or exempt from licensure under Title 58, Chapter 55, Utah Construction Trades Licensing Act at the time the contract was executed, and (c) the owner paid in full the contracting entity in accordance with the written contract and any written or oral amendments to the contract; or (2) the amount of the general contract between the owner and the original contractor totals no more than \$5,000. (3) An owner who can establish compliance with either section (1) or (2) may perfect the owner's protection by applying for a Certificate of Compliance with the Division of Occupational and Professional Licensing. The application is available at www.dopl.utah.gov/rllf.

WASATCH LIEN SERVICE, LLC  
Agent for the Lien Claimant

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

By: \_\_\_\_\_  
Jamie Crnich

Jamie Crnich, as manager of Wasatch Lien Service, LLC, personally appeared before me on June 7, 2016 and acknowledged that Wasatch Lien Service, LLC is the agent for James C. Paterson Trucking, Inc., and acknowledged that she executed the above document.



\_\_\_\_\_  
Notary Public Order #12350-1215-02b

12519548  
04/21/2017 08:31 AM \$12.00  
Book - 10549 Pg - 6969-6970  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NATIONAL WOOD PRODUCTS, INC.  
2659 W. DRY CREEK DR.  
RIVERTON UT 84065  
BY: HMA, DEPUTY - WI 2 P.

When Recorded Return To:

Keith Owens  
National Wood Products, Inc.  
2659 W Dry Creek Dr.  
Riverton, UT 84065  
Telephone: (801)792-4644  
E-mail: kowens@nationalwood.com

NOTICE OF CONSTRUCTION LIEN

Notice is hereby given that National Wood Products, Inc., an UT Corporation ("Claimant"), hereby claims a lien pursuant to Section 38-1a-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 labor, materials and/or equipment upon and in connection with the improvement of certain realty in Salt Lake County, State of Utah, located at 9751 Little Cottonwood Pl, Sandy, UT84092, being more particularly described as follows:

Lot 1, Sierra Estates li.  
Parcel No. 28-12-178-028-0000

2. To the best of Claimant's knowledge, Sun Lisa G Lgs Rev TR is the reputed or record owner of the property described above, mailing address: 9751 S Little Cottonwood Pl, Sandy, UT 84092.

3. The labor, materials, and/or equipment for which demand and claim is made were provided to or at the request of Silverhawk Enterprises, 14587 S 790 W, Unit C-200, Bluffdale, UT 84065.

4. The Claimant furnished the first labor, materials and/or equipment on September 13, 2016, and furnished the last labor, materials and/or equipment on March 17, 2017. There remains due and owing to the Claimant for labor, materials and/or equipment provided during this time period in the amount of \$22,387.57, plus attorney's fees, costs and interest, which principal amount could change, should additional credits or charges be discovered.

5. PROTECTION AGAINST LIENS AND CIVIL ACTION. Notice is hereby provided in accordance with §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.rlf](http://www.dopl.utah.gov.rlf).

LIEN CLAIMANT: National Wood Products, Inc.  
MAILING ADDRESS: 2705 S 600 W, Salt Lake City, UT 84115  
TELEPHONE: (801)792-4644

DATED this April 20, 2017

National Wood Products, Inc.



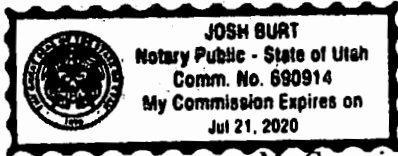
By: Keith Owens  
Its: Corporate Attorney Liasion

STATE OF Utah )

ss.

COUNTY OF Salt Lake )

On the 20th day of April, 2017, personally appeared before me Keith Owens, Corporate Attorney Liasion for National Wood Products, Inc., who being duly sworn did say that he is authorized to sign the above and foregoing instrument and acknowledged to me that he executed the same.



My Commission Expires: Jul 21, 2020

\_\_\_\_\_  
NOTARY PUBLIC



**UTAH WAIVER AND RELEASE UPON FINAL PAYMENT**

**Property Name: Sun Residence**

Property Location: 9751 Little Cottonwood Place, Sandy UT 84092

Undersigned's Customer Silverhawk Enterprises 14587 S. 790 W. #C-200, Bluffdale UT 80465

Invoice/Payment Application Number: 1043

Payment Amount: \$26,000.00

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, Section 63G-6-505 or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release. The undersigned, in consideration of the payments received, expressly agrees to indemnify, defend and hold harmless the Undersigned's Customer from any liability of any nature to the undersigned and to any of the undersigned's laborer's, subcontractors, materialmen or suppliers or their respective subcontractors or suppliers at all tiers in connection with the Property.

DATED: October 9, 2015

Serenity Excavating LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_



**UTAH WAIVER AND RELEASE UPON FINAL PAYMENT**

**Property Name: Sun Residence**

Property Location: 9751 Little Cottonwood Place, Sandy UT 84092  
Undersigned's Customer Silverhawk Enterprises 14587 S. 790 W. #C-200, Bluffdale UT 80465  
Invoice/Payment Application Number: 1034, 1030  
Payment Amount: \$11,500.00

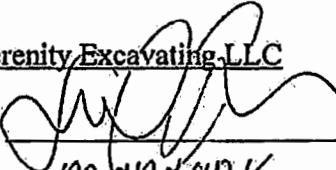
To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1a, Preconstruction and Construction Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, Section 63G-6-505 or Section 63G-6a-1103 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to the final payment for the work, materials, equipment, or combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer.

The undersigned warrants that the undersigned either has already paid or will use the money the undersigned receives from the final payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release. The undersigned, in consideration of the payments received, expressly agrees to indemnify, defend and hold harmless the Undersigned's Customer from any liability of any nature to the undersigned and to any of the undersigned's laborer's, subcontractors, materialmen or suppliers or their respective subcontractors or suppliers at all tiers in connection with the Property.

DATED: August 21, 2015

Serenity Excavating LLC  
By:   
Its: Margaret

**EXHIBIT 3**

**DECLARATION OF TOM HASLETON, SILVERHAWK ENTERPRISES, INC.**

I, Tom Hasleton, hereby state as follows:

1. I am over the age of eighteen and I have personal knowledge of all of the matters set forth in this Declaration.
2. I am an authorized representative of Silverhawk Enterprises, Inc. ("Silverhawk").
3. I am also Silverhawk's custodian of records.
4. On August 7, 2015, Silverhawk entered into a general contract with Lisa and Karl Sun (the "Owners") to construct a residence located at 9751 Little Cottonwood Place, Sandy, Utah 84092 (the "Property"). The Property is more fully described as Lot 1, Sierra Estates II (Parcel No. 28-12-178-028-0000).
5. Silverhawk, as the Owners' general contractor, entered into a subcontract agreement with Serenity Excavating, LLC ("Serenity") to provide certain construction-related services for the Property as Silverhawk's subcontractor. Silverhawk and Serenity agreed that Silverhawk would pay Serenity \$37,500 for Serenity's satisfactory completion of its portion of the work at the Property. (See invoices attached as Exhibit 1).
6. After completing its work at the Property, Serenity offered to give Silverhawk a discount of \$5,400 if Silverhawk would tender immediate payment to Serenity. Silverhawk accepted the early payment discount and paid Serenity a total of \$32,100. (See checks to Serenity from Silverhawk attached as Exhibit 2).
7. Serenity accepted payment of \$32,100 as final payment in full and, to memorialize its acceptance of payment in full, Serenity executed lien waivers. (See lien waivers attached as Exhibit 3).
8. Silverhawk paid Serenity in full for the work Serenity performed at the Property. The Owners have paid Silverhawk in full for the work Serenity performed at the Property.

I declare under criminal penalty of the State of Utah that the foregoing is true and correct.

DATED and SIGNED this 31st day of March, 2016.

SILVERHAWK ENTERPRISES, INC.

By: /s/ Tom Hasleton

Tom Hasleton, authorized agent

# Application Report

# Homeowner Application

Property ID: TJCSTO010

March 25, 2019

Application Examined by: Kevin Westwood

---

Homeowner: Tyler & Felicia Stoker

Homeowners' Attorney:

Original Contractor: Rocky Mountain Concrete and Construction LLC

License Number: 6503993-5501

Type: Licensed Contractor

License Issuance Date: 03/13/2007

License End Date:

Comments:

d/b/a T.J. Construction, Concrete & Landscape

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. However, the homeowner provided a copy of the written contract in this case.

Was Original Contractor Licensed on contract date? Yes

This is not required pursuant to Utah Code Ann 38-11-110(1)(a)(ii). The homeowner 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?**

**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: 10/29/2018  
Receipt Number: 7547142  
Amount Paid: \$30.00

RECEIVED

OCT 29 2018

**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](http://www.dopl.utah.gov)

**Certificate of Compliance Affidavit of Compliance Application**

Name: Tyler and Felicia Stoker

Address of Property against which Lien was filed: 13356 S. Oxfordshire Dr.

City: Bluffdale State: UT Zip: 84065

Telephone: (203) 300-7204 Email: feliciastoker@gmail.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): 33-05-401-004-0000

**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:

<b>By U.S. Mail</b>	DOPL / LRF PO Box 146741 Salt Lake City, Utah 84114-6741
<b>In Person or Express Mail</b>	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](mailto: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

Tyler + Felicia Stoker  
(Homeowners' Name)

Located at 13056 S. Oxfordshire Dr.

City Bluffdale Zip 84065

Tax Parcel Number

33-05-401-004-0000

**AFFIDAVIT OF COMPLIANCE**

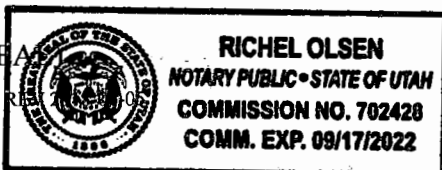
I, Tyler + Felicia Stoker, being first duly sworn state as follows:

1. The information contained in this application and the supporting documents are true and correct and I will ensure that any information subsequently submitted in conjunction with this application will meet the same standard.
2. I understand that it is my responsibility to read and understand all statutes and rules pertaining to my application for Certificate of Compliance.
3. I entered into an oral or written contract on 8/26/17 for service, labor, or materials with:  
T.J. Construction and Bowman Construction  
and the general contract, including all changes and additions, totaled: \$ 3000.00
4. The following entities have demanded payment for service, labor or materials associated with the general contract: (attach separate sheet if needed)  
Metro Ready Mix, LLC
5. The residence is a single family dwelling or duplex and contains no more than two separate living units. See Utah Code § 38-11-102(22).
6. The residence is occupied by me or my tenant or lessee as a primary or secondary residence and was occupied within 180 days from the date of the completion of the construction on the residence. See Utah Code § 38-11-102(18).

Tyler + Felicia Stoker  
Signature of Affiant

10/25/18  
Date

Subscribed and sworn to before me this 25 day of October, 2018



Richel Olsen  
Signature of Notary Public

Subcontractors and Suppliers

**T.J. Construction**

801-347-75837

801-637-5340

3264 South 8880 West, Magna, Utah 84044

**Bowman Construction**

801-824-6486

6467 West Oxford Row Drive Unit 1101, West Jordan, Utah 84081

**Metro Ready Mix**

801-456-1635

343 West 400 South, Salt Lake City, Utah 84101

Tyler & Felicia Stoker  
Homeowner's Name  
13850 S. Oxfordshire Dr.  
Homeowner's Address  
Bluffdale, UT 84005  
Homeowner's City, State, & Zip  
208-360-7204  
Homeowner's Telephone Number

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

Tyler & Felicia Stoker

Homeowner's Name

v

T.J. Construction & Bowman Construction

Original Contractor

CERTIFICATE OF SERVICE

I hereby certify that on the 25 day of October 2018, I served  
(date) (month) (year)  
a CERTIFICATE OF COMPLIANCE APPLICATION to T.J. Construction & Bowman Construction  
(original contractor's name)  
for services provided on property owned by Tyler & Felicia Stoker, by depositing a copy  
in the U.S. mail, return receipt requested, postage pre-paid, addressed to:

T.J. Construction

(original contractor's name)

3264 S. 8880 W., Magna, UT 84044

(original contractor's address, city, state, & zip)

Bowman Construction

6467 W. Oxford Row Dr., West Jordan, UT 84081 #110

Certified mail return receipt numbers: 7018 0360 0002 2076 4512 and 7018 0360 0002 2076 4529  
(number for original contractor)

DATED this 25 day of October, 2018  
(date) (month) (year)

Tyler & Felicia Stoker  
Signature