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ENT 3184:2019 PG 1 of 2  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Jan 14 10:57 am FEE 12.00 BY SW  
RECORDED FOR FETZER SIMONSEN BOOTH & J

WHEN RECORDED RETURN TO:  
Bryan H. Booth  
Fetzer Simonsen Booth & Jenkins, P.C.  
50 W. Broadway, Suite 1200  
Salt Lake City, Utah 84101

**NOTICE OF CONSTRUCTION LIEN**

HD SUPPLY CONSTRUCTION SUPPLY LTD. D/B/A HD SUPPLY CONSTRUCTION & INDUSTRIAL – WHITE CAP, 297 S. Vasco Rd., Livermore, CA 94551, (435) 656-3226, as lien claimant (“Claimant”), through its attorney and limited recording agent, Bryan H. Booth, hereby claims a construction lien, pursuant to Section 38-1a-101 et. seq. of the Utah Code, upon the property and improvements owned or reputed to be owned by GBR Investments 5, LLC and located at approximately 382 S. Evermore Ln., Pleasant Grove City, UT 84062 and more particularly described as follows:

Lot 2, The Void Plat “B”, according to the official plat thereof recorded in the office of the Utah County Recorder  
PARCEL # 54:336:0002

Claimant claims a lien upon the above-described property for amounts owing for furnishing labor, materials, services, and/or equipment (the “Services”) in connection with the improvement of said real property. Claimant furnished the Services to Millcreek Builders Corp, 117 S. 140 W., Lindon, UT 84042-1968. There is currently believed to be owed \$13,431.47, which principal amount could change, should additional credits or charges be discovered. Claimant furnished its first Services on September 19, 2018 and furnished the last Services on October 29, 2019. If Claimant prevails on the enforcement of this lien, the claimant will also be seeking recovery of its lien filing fees, interest, legal costs, and attorney’s fees.

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

DATED this 11<sup>th</sup> day of January, 2019.

HD SUPPLY CONSTRUCTION SUPPLY LTD. D/B/A  
HD SUPPLY CONSTRUCTION & INDUSTRIAL –  
WHITE CAP

By its attorney and limited agent, Bryan H. Booth

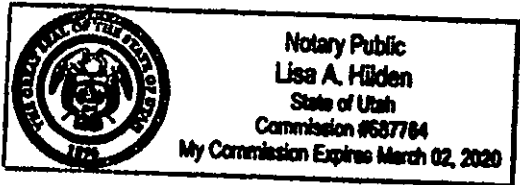


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Bryan H. Booth, Attorney  
Fetzer Simonsen Booth & Jenkins, P.C.

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

On January 11<sup>th</sup>, 2019, being duly subscribed and sworn and appeared before me, Bryan H. Booth who said he is a limited agent authorized to execute liens for HD SUPPLY CONSTRUCTION SUPPLY LTD. D/B/A HD SUPPLY CONSTRUCTION & INDUSTRIAL – WHITE CAP and that he executed the above and foregoing instrument as limited agent for this entity and acknowledged to me that the same is true.

IN WITNESS WHEREOF I have herein set my hand and affixed my seal.



  
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NOTARY PUBLIC