

WHEN RECORDED RETURN TO:  
Clark B. Fetzer, Esq.  
Fetzer Booth, P.C.  
50 W. Broadway, Suite 1200  
Salt Lake City, Utah 84101

NOTICE OF CONSTRUCTION LIEN

Rocky Mountain Rebar, LLC, 1525 W. Stone Field Way, Pleasant View, UT 84404, (801) 737-3777, lien claimant (“Claimant”), through its limited agent, Fetzer Booth, P.C., 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 PLEASANT GROVE TITLE HOLDER I, LLC, a Utah limited liability company and located at 299 S. Main Street, Ste 2450, Salt Lake City, UT 84111 and more particularly described as follows:

**LEGAL DESCRIPTION**

All of Lot 2 through 5, inclusive, PEN & INK SUBDIVISION – PLAT B, being a Vacation of Parcel B of Pen & Ink Subdivision – Plat A, recorded September 20, 2021 as Entry #162391:2021 in the office of the Utah County Recorder

**Parcel ID #s: 49:967:0002, 49:967:0003, 49:967:0004, and 49:967:0005**

Claimant claims a lien upon the above-described property for amounts owing for furnishing construction work, including supplying and installing reinforcing bar, in connection with the improvement of said real property. Claimant was employed by Big-D Construction and furnished the construction work to Big-D Construction. There is currently believed to be owed \$24,548.07, which principal amount could change should additional credits or charges be discovered. Claimant furnished the first construction work for the project on September 1, 2021, and the last construction work on or about March 24, 2022. If the lien claimant prevails on the enforcement of this lien, the claimant will also seek recovery of its lien filing fees, interest, 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.” 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 9<sup>TH</sup> day of August 2022.

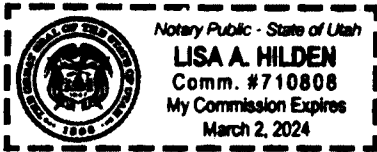
ROCKY MOUNTAIN REBAR, LLC, Claimant  
By its limited agent, Fetzer Booth, P.C.

By: Clark B. Fetzer  
Clark B. Fetzer

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

On August 9<sup>th</sup>, 2022, being duly subscribed and sworn, appeared before me Clark B. Fetzer, known to me to be an attorney in the law firm of Fetzer Booth, P.C., and acknowledged to me that he executed the above and foregoing instrument for Fetzer Booth, P.C. as limited agent for the Claimant.

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



Lisa A. Hilden  
NOTARY PUBLIC