

When Recorded, Mail To:  
GENE PETERSON CONCRETE, INC.  
2002 WEST 1500 NORTH  
LEHI, UTAH 84043  
(801) 768-4008

**NOTICE OF 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 **FROSTWOOD 6 LLC, 5911 FASHION BLVD, #200, SALT LAKE CITY, UTAH 84107** and located in SUMMIT County, State of Utah, and more particularly described as follows:

**Legal Description:** FRSTW-F6-1-A, FRSTW-F6-2-B, FRSTW-F6-3-A-R, FRSTW-F6-4-A, FRSTW-F6-5-A-R, FRSTW-F6-6-A, FRSTW-F6-7-A-R, FRSTW-F6-8-A, FRSTW-F6-9-A-R, FRSTW-F6-10-D-R, FRSTW-F6-11-C, FRSTW-F6-12-C-R, FRSTW-F6-13-D, FRSTW-F6-14-A- FRSTW-F6-15-B, FRSTW-F6-16-A-R, FRSTW-F6-17-A, FRSTW-F6-18-A-R, FRSTW-F6-19-D, FRSTW-F6-20-C-R, FRSTW-F6-21-C, FRSTW-F6-22-D-R, FRSTW-F6-23-D, FRSTW-F6-24-C-R, FRSTW-F6-25-C, FRSTW-F6-26-D-R

**SEE ATTACHMENT A**

The amount demanded hereby is **48,644.71**, the total amount of material and/or labor + Finance Charges + \$200.00 Filing Fee + Attorney Fees,, owing to the undersigned on the above-described property. GENE PETERSON CONCRETE, INC., provided concrete flatwork, ready mix, labor and equipment, and performed the same at the insistence of CBM ENTERPRISES, who entered into a contract with GENE PETERSON CONCRETE, INC., for which work and/or materials were first provided on 7/28/2016 and finished on 8/30/2016. The unpaid portion of the work and materials is now due and owing to GENE PETERSON CONCRETE, INC., which entitles the undersigned to payment of \$48,644.71, together with interest, costs, filing fees 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 GENE PETERSON CONCRETE, INC., 2002 WEST 1500 NORTH, LEHI, UT 84043 (801) 768-4008.

**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).

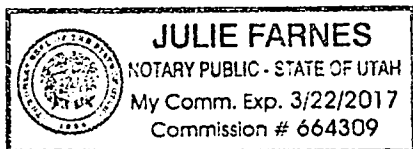
IN WITNESS THEREOF, the Undersigned Corporation has caused the document to be executed by its duly authorized agent the 7 day of December, 2016

GENE PETERSON CONCRETE, INC.

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 GENE PETERSON CONCRETE, INC., the claimant in the foregoing Notice of 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 7 day of December 2016.



[Signature]  
NOTARY PUBLIC for the State of Utah  
Residing at: Bountiful, Utah  
My Commission Expires: 3/22/2017

**ATTACHMENT A**

**FRSTW-F6-1-A, FRSTW-F6-2-B, FRSTW-F6-3-A-R, FRSTW-F6-4-A, FRSTW-F6-5-A-R, FRSTW-F6-6-A, FRSTW-F6-7-A-R, FRSTW-F6-8-A, FRSTW-F6-9-A-R, FRSTW-F6-10-D-R, FRSTW-F6-11-C, FRSTW-F6-12-C-R, FRSTW-F6-13-D, FRSTW-F6-14-A, FRSTW-F6-15-B, FRSTW-F6-16-A-R, FRSTW-F6-17-A, FRSTW-F6-18-A-R, FRSTW-F6-19-D, FRSTW-F6-20-C-R, FRSTW-F6-21-C, FRSTW-F6-22-D-R, FRSTW-F6-23-D, FRSTW-F6-24-C-R, FRSTW-F6-25-C, FRSTW-F6-26-D-R**

**LOT(s) 1-A, 2-B, 3-A-R, 4-A, 5-A-R, 6-A, 7-A-R, 8-A, 9-A-R, 10-D-R, 11-C, 12-C-R, 13-D, 14-A, 15-B, 16-A-R, 17-A, 18-A-R, 19-D, 20-C-R, 21-C, 22-D-R, 23-D, 24-C-R, 25-C, 26-D-R, FROSTWOOD PARCEL F6 TOWNHOMES; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE, TOGETHER WITH AN EQUAL % IN THE COMMON AREA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE.**