

Instrument Prepared By  
And Recording Requested By:

14038355 B: 11383 P: 6251 Total Pages: 11  
11/03/2022 12:25 PM By: ggasca Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: CMC READY MIX LLC  
8777 S REDWOOD RD #250 WEST JORDAN, UT 84088



Space Above For Recorder's Use

Parcel No. 27-28-140-015-0000

**NOTICE OF CONSTRUCTION SERVICE LIEN**

<p><b>The Claimant:</b></p> <p>CMC Ready Mix LLC 8777 S Redwood Rd #250 West Jordan, UT 84088</p> <p><b>The Property Owner:</b></p> <p>Debby Mantor Brandon Oquendo</p> <p><b>The Party Who Hired the Claimant ("Hiring Party"):</b></p> <p>Utah Concrete PO Box 218 Lehi, UT 84043</p> <p><b>Amount of Claim / Total Balance Due:</b></p> <p><b>\$8240.84</b></p>	<p><b>The Property</b> to be charged with the lien: State of Utah County: Salt Lake</p> <p><b>Municipal Address:</b></p> <p>3013 W Kings Mountain Ct Riverton, UT 84065</p> <p><b>Legal Property Description:</b></p> <p>Lot 107 Kings Crossing No. 1 8247-5501 9597-3298 9602-7423 10489-3432</p> <p><b>Services / Materials Provided ("Services"):</b></p> <p>Concrete</p> <p><b>Claimant First Furnished Labor and/or Materials on:</b></p> <p>June 22, 2022</p> <p><b>Claimant Last Furnished Labor and/or Materials on:</b></p> <p>June 23, 2022</p>
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Notice is hereby given that Claimant hereby claims a construction service lien pursuant to UTAH CODE ANN. § 38-1-1 et seq., upon the property described above. In support of this lien, the following information is being submitted:

The Property being liened is identified above as the Property;

The owner or reputed owner of the Property is above-identified as the Property Owner;

The name and address of the party making this claim of lien is above-identified as the Claimant. The Claimant is the party who actually furnished the materials, labor, services, equipment, or other construction work for which this lien is claimed. These services and/or materials are above-described as the Services. These Services were furnished to the Property, and incorporated therein;

The Claimant was hired by the above-identified Hiring Party;

The above-identified Amount of Claim is the total balance due to the Claimant at the time of the filing of this Claim of Construction Lien. This is a true statement of the Claimant's demand after deducting all just credits and offsets.

**PROTECTION AGAINST LIENS AND CIVIL ACTION.** Notice is hereby provided in accordance with Section 38-11-108 of the Utah Code that under Utah law an "owner" may be protected against liens being maintained against an "owner-occupied residence" and from other civil action being maintained to recover monies owed for "qualified services" performed or provided by suppliers and subcontractors as a part of this contract, if and only if the following conditions are satisfied:

(1) the owner entered into a written contract with an original contractor, a factory built housing retailer, or a real estate developer; (2) 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 (3) the owner paid in full the original contractor, factory built housing retailer, or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract.

**Signature of Claimant, and Verification**

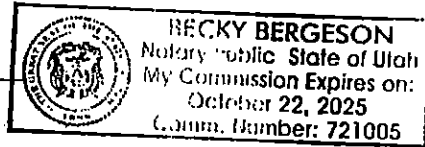
State of Utah County of Salt Lake

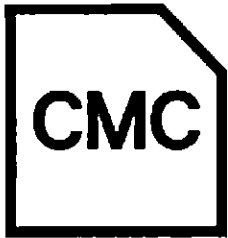
I, \_\_\_\_\_, the undersigned, being of lawful age and being first duly sworn upon oath, do state that I am the Claimant named herein, that I have read the foregoing Notice of Claim of Lien, know the contents thereof, and I have knowledge of the facts, and certify that based thereupon, upon my information and belief the foregoing is true and correct, and that I believe them to be true.

CMC Ready Mix  
\_\_\_\_\_  
Claimant  
Signed by Anneka Southam  
Title accountant  
Dated: 11/2/22

Sworn to and subscribed before me, undersigned Notary Public, in and for the above listed State and County, on this date: 2 November 2022

Recky Bergeson  
Notary Public





CONCRETE.SAND.GRAVEL

# CMC Ready Mix

8777 S Redwood Rd #250  
West Jordan, UT 84088

# INVOICE

INVOICE NO.	DATE
18247	06/23/2022
REMIT PAYMENT TO:	
CMC Ready Mix ATTN: Accounts Receivable 8777 South Redwood Road Suite 250 West Jordan, UT 84088	

BILL TO:

Utah Concrete PO Box 218 Lehi, UT 84043
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TERMS: Net 30

FOR BILLING INQUIRIES CONTACT BECKY@CMCROCK.COM

Customer No.	Job Address	Purchase Order	Lot No.	Project No.	Order No.
Utah Concrete	3013 West Kings Mountain Court Riverton 84065		9696643		
Date	Ticket No.	Description	Quantity	Unit Price	Amount
	17520	4000 AE Mix	10	123.00	1,230.00T
	17520	DELIVERY FEE	10	30.00	300.00
	17520	Delvo60	10	6.00	60.00T
	17520	ENVIRONMENTAL FEE	1	25.00	25.00
	17520	FUEL SURCHARGE	1	36.00	36.00
	17524	4000 AE Mix	10	123.00	1,230.00T
	17524	DELIVERY FEE	10	30.00	300.00
	17524	Delvo60	10	6.00	60.00T
	17524	ENVIRONMENTAL FEE	1	25.00	25.00
	17524	FUEL SURCHARGE	1	36.00	36.00
	17526	4000 AE Mix	10	123.00	1,230.00T
	17526	DELIVERY FEE	10	30.00	300.00
	17526	Delvo60	10	6.00	60.00T
	17526	ENVIRONMENTAL FEE	1	25.00	25.00
	17526	FUEL SURCHARGE	1	36.00	36.00

Payment in full is due 30 days from date of invoice. A finance charge of 1 1/2% per month (annual rate of 18%) is charged on all past due accounts. If collection is made by suit or otherwise, interest, collection costs, and attorney fees will be charged.

Sub Total:	4,953.00
Sales Tax:	276.71
<b>Amount Due:</b>	<b>\$5,229.71</b>



CONCRETE.SAND.GRAVEL

## CMC Ready Mix

8777 S Redwood Rd #250  
West Jordan, UT 84088

# INVOICE

INVOICE NO.	DATE
18127	06/22/2022
REMIT PAYMENT TO:	
CMC Ready Mix ATTN: Accounts Receivable 8777 South Redwood Road Suite 250 West Jordan, UT 84088	

BILL TO:

Utah Concrete PO Box 218 Lehi, UT 84043
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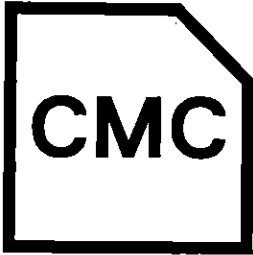
TERMS: Net 30

FOR BILLING INQUIRIES CONTACT BECKY@CMCROCK.COM

Customer No.	Job Address	Purchase Order	Lot No.	Project No.	Order No.
Utah Concrete	3013 West Kings Mountain Court Riverton 84065		9696643		
Date	Ticket No.	Description	Quantity	Unit Price	Amount
	17436	4000 AE PEA	6	129.00	774.00T
	17436	DELIVERY FEE	6	30.00	180.00
	17436	ENVIRONMENTAL FEE	1	25.00	25.00
	17436	FUEL SURCHARGE	1	36.00	36.00
	17442	4000 AE PEA	6	129.00	774.00T
	17442	DELIVERY FEE	6	30.00	180.00
	17442	ENVIRONMENTAL FEE	1	25.00	25.00
	17442	FUEL SURCHARGE	1	36.00	36.00
	17481	4000 AE PEA	2	129.00	258.00T
	17481	DELIVERY FEE	2	30.00	60.00
	17481	ENVIRONMENTAL FEE	1	25.00	25.00
	17481	FUEL SURCHARGE	1	36.00	36.00
	17481	SHORT LOAD	1	200.00	200.00
	Time Excess	Time	91	3.00	273.00

Payment in full is due 30 days from date of invoice. A finance charge of 1 1/2% per month (annual rate of 18%) is charged on all past due accounts. If collection is made by suit or otherwise, interest, collection costs, and attorney fees will be charged.

Sub Total:	2,882.00
Sales Tax:	129.13
<b>Amount Due:</b>	<b>\$3,011.13</b>



CONCRETE.SAND.GRAVEL

# CMC Ready Mix

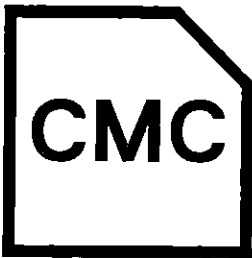
8777 S Redwood Road  
 Suite #250  
 West Jordan, UT 84088

Dispatch: 385-887-2750

Purchase Order	Invoice Number
Cody	

*UNLOADING TIME: 5 MINUTES PER YARD OF CONCRETE*

Customer/Delivery Address		Account Number	Date	Start Time	Ticket Number			
3013 West Kings Mountain Court Riverton		C0274	06/23/2022	07:30	17520			
Other Instructions				Job/Project				
Order Number		Driver	Concrete For	Truck	Slump	Yards Ordered	Yards Delivered	Previous Truck
42		Jones, David		117		30.00	10.00	
Product Code	Quantity	Description			Unit	Price	Amount	
40AE	10.00	4000 PSI AE			CU Yar			
ENVIRO	1.00	ENVIRONMENTAL FEE			Each			
DELIVERY	1.00	DELIVERY FEE			Per Yar			
Delvo60	1.00	Delvo60			Per Yar			
FUEL	1.00	FUEL SURCHARGE			Each			
						Sub Total:		
						Sales Tax:		
						Amount Due:		



CONCRETE, SAND, GRAVEL

# CMC Ready Mix

Office  
897 W Baxter Drive  
South Jordan, UT

Dispatch: 385-887-2750

Job Site Conditions	
<input type="checkbox"/> Fair	<input type="checkbox"/> Snow
<input type="checkbox"/> Windy	<input type="checkbox"/> Frozen Sub Grade
<input type="checkbox"/> Rain	<input type="checkbox"/> Other
Purchase Order	Invoice Number
Cody	

**UNLOADING TIME: 5 MINUTES PER YARD OF CONCRETE**

	Water Added at Customer Request	Driver's Notes
Customer assumes all responsibility for the effect that water added at Customer request may have on product quality, including without limitation strength, durability, appearance, air content etc.	20.00	

- Concrete may cause skin irritation and burns. Avoid direct contact with skin if possible and wash skin areas promptly with water. For additional information about our material safety, please contact dispatch.
  - Concrete is NOT guaranteed against freezing. Claims of shortages will not be allowed and will be deemed waived unless made at the time the material is delivered. In accordance with ASTM C94, CMC Ready Mix shall be provided with the results of any acceptance test on plastic or hardened concrete. Due to all the natural components in concrete, CMC Ready Mix will not guarantee color.
  - Only CMC Ready Mix employees may have access to the concrete delivery truck. Non CMC Ready Mix employees may not drive, climb on or in any other way access the CMC Ready Mix concrete truck. Any violation of this provision will be deemed trespassing.
  - Customer is responsible to specify and provide a location on the job site for concrete washout. Trucks MAY NOT wash or rinse into storm drains. "Customer is responsible to specify and provide a designated and approved location on the job site for concrete washout. Trucks MAY NOT wash or rinse into storm drains or any waterway. Where required, all washout locations need to be SWPPP compliant."
  - Customer and/or Owner will be responsible to direct CMC Ready Mix employees as to proper ingress and egress of the property, if such is required. To the extent that such direction is followed or that no direction is given, Customer and/or Owner acknowledges that CMC Ready Mix will not be liable and will be indemnified by them of any damage of any nature or kind incurred by moving CMC Ready Mix truck past curb line or right-of-way limits, including limitation damage to property, curbs, gutters, sidewalks, etc., Customer and/or Owner will also pay all towing and repair costs for CMC Ready Mix truck damage resulting from access directions or job site conditions. TRAC OUT control and remediation is the responsibility of Customer and/or Owner
  - NOTICE TO PROPERTY OWNER: Failure of Customer to pay for the materials being provided herewith may result in the filing of a mechanic's lien on the property pursuant to Utah Code Ann. 38-1. To avoid this possibility, you, as the property owner, should ensure that the Customer purchasing the concrete obtains a lien release from CMC Ready Mix in exchange for payment.
- TERMS OF PAYMENT: Payment in full is due within 30 days following the invoice date for the materials being delivered. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1.5% per month SERVICE CHARGE, which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.
- Signature by Customer or Agent constitutes acceptance of the above.

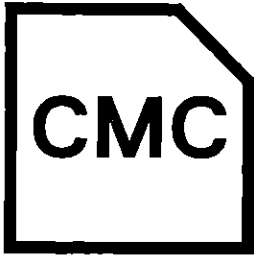
Initial

The undersigned acknowledges that he/she is the Customer or an authorized agent for the Customer and agrees, on behalf of the Customer, to all the terms and conditions set forth herein. Failure or refusal to sign this delivery ticket BUT acceptance of material constitutes agreement with terms and conditions above. The undersigned Customer and/or Owner has reviewed all of the above and agrees to all terms and conditions herein. The undersigned further warrants that he/she is authorized to enter into this agreement on behalf of the Customer and/or Owner.

Print Name \_\_\_\_\_

Signature  \_\_\_\_\_

Acknowledgement of receipt - water added - and terms and conditions



CONCRETE.SAND.GRAVEL

# CMC Ready Mix

8777 S Redwood Road  
 Suite #250  
 West Jordan, UT 84088

Dispatch: 385-887-2750

Purchase Order	Invoice Number
Cody	

*UNLOADING TIME: 5 MINUTES PER YARD OF CONCRETE*

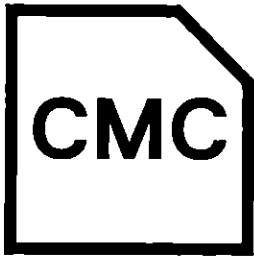
Customer/Delivery Address	Account Number	Date	Start Time	Ticket Number
3013 West Kings Mountain Court Riverton	C0274	06/23/2022	08:09	17524
	Other Instructions		Job/Project	

Order Number	Driver	Concrete For	Truck	Slump	Yards Ordered	Yards Delivered	Previous Truck
42	Haynes, Karlton		119		30.00	20.00	117

Product Code	Quantity	Description	Unit	Price	Amount
40AE	10.00	4000 PSI AE	CU Yar		
ENVIRO	1.00	ENVIRONMENTAL FEE	Each		
DELIVERY	1.00	DELIVERY FEE	Per Yar		
Delvo60	1.00	Delvo60	Per Yar		
FUEL	1.00	FUEL SURCHARGE	Each		

Sub Total:	
Sales Tax:	
Amount Due:	





CONCRETE.SAND.GRAVEL

# CMC Ready Mix

Office  
897 W Baxter Drive  
South Jordan, UT

Dispatch: 385-887-2750

Job Site Conditions	
<input type="checkbox"/> Fair	<input type="checkbox"/> Snow
<input type="checkbox"/> Windy	<input type="checkbox"/> Frozen Sub Grade
<input type="checkbox"/> Rain	<input type="checkbox"/> Other
Purchase Order	Invoice Number
Cody	

**UNLOADING TIME: 5 MINUTES PER YARD OF CONCRETE**

Customer assumes all responsibility for the effect that water added at Customer request may have on product quality, including without limitation strength, durability, appearance, air content etc.	Water Added at Customer Request	Driver's Notes
	0.00	poured job at a six inch slump added ten gallons of water

- Concrete may cause skin irritation and burns. Avoid direct contact with skin if possible and wash skin areas promptly with water. For additional information about our material safety, please contact dispatch.
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  - NOTICE TO PROPERTY OWNER: Failure of Customer to pay for the materials being provided herewith may result in the filing of a mechanic's lien on the property pursuant to Utah Code Ann. 38-1. To avoid this possibility, you, as the property owner, should ensure that the Customer purchasing the concrete obtains a lien release from CMC Ready Mix in exchange for payment.
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Print Name \_\_\_\_\_

Signature 

Acknowledgement of receipt - water added - and terms and conditions



CONCRETE.SAND.GRAVEL

# CMC Ready Mix

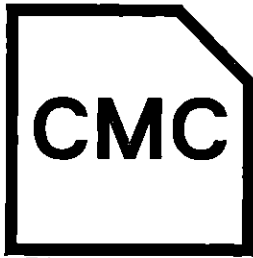
8777 S Redwood Road  
 Suite #250  
 West Jordan, UT 84088

Dispatch: 385-887-2750

Purchase Order	Invoice Number
Cody	

*UNLOADING TIME: 5 MINUTES PER YARD OF CONCRETE*

Customer/Delivery Address		Account Number	Date	Start Time	Ticket Number			
3013 West Kings Mountain Court Riverton		C0274	06/23/2022	08:36	17526			
Other Instructions				Job/Project				
Order Number		Driver	Concrete For	Truck	Slump	Yards Ordered	Yards Delivered	Previous Truck
42		DEFAULT, DEFAULT		121		30.00	30.00	119
Product Code	Quantity	Description			Unit	Price	Amount	
40AE	10.00	4000 PSI AE			CU Yar			
ENVIRO	1.00	ENVIRONMENTAL FEE			Each			
DELIVERY	1.00	DELIVERY FEE			Per Yar			
Delvo60	1.00	Delvo60			Per Yar			
FUEL	1.00	FUEL SURCHARGE			Each			
						Sub Total:		
						Sales Tax:		
						Amount Due:		



**CONCRETE.SAND.GRAVEL**

# CMC Ready Mix

Office  
897 W Baxter Drive  
South Jordan, UT

Dispatch: 385-887-2750

Job Site Conditions	
<input type="checkbox"/> Fair	<input type="checkbox"/> Snow
<input type="checkbox"/> Windy	<input type="checkbox"/> Frozen Sub Grade
<input type="checkbox"/> Rain	<input type="checkbox"/> Other
Purchase Order	Invoice Number
Cody	

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Print Name \_\_\_\_\_ Signature \_\_\_\_\_  
Acknowledgement of receipt - water added - and terms and conditions