

14084221 B: 11407 P: 4830 Total Pages: 2
03/20/2023 03:34 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: IRVINE LEGAL LLC
2650 WASHINGTON BLVD STE 103OGDEN, UT 844013623

WHEN RECORDED RETURN TO:

Joshua Irvine
Irvine legal, LLC
2650 Washington Blvd, Suite 103
Ogden, Utah, 84401

Parcel I.D.#: 32092270130000

NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by Joshua Irvine, the duly authorized recording agent of Fairbanks Homes Inc. (the "Lien Claimant") located at 5263 S Commerce Dr #202, Murray, UT 84107, and their phone number is 801-444-9600. 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 an in accordance with the provisions of the Utah Code Ann. Sections §58-55-501 and §58-55-603 et seq. The Construction Lien ("Lien") is against the real property and improvements thereon owned or reputed to be owned by Donald C. Bjelde, Chiyomi C. Bjelde, and Rebecca S. Suzuki ("Owner"). Said real property is located at 14261 South Summit Crest Lane Herriman, UT 84096 described as follows:

LOT 159, RIDGES AT ROSE CANYON 10657-3094.

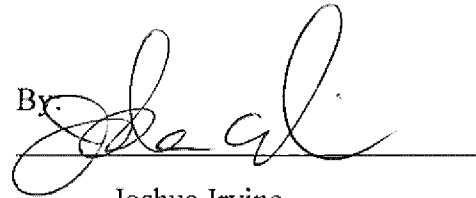
LIEN AMOUNT AND SERVICES

Lien Claimant provided construction services for the first time on November 16, 2021, and provided construction services for the last time on December 2, 2022 for the benefit and at the direction of the Owner. Lien Claimant's invoices have been unpaid. The Lien amount is claimed to be Thirty-One Thousand Six Hundred Fifty-Three and 64/100 Dollars (\$31,653.64).

LIENS AND CIVIL ACTION

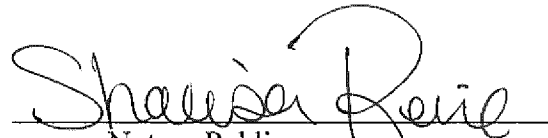
NOTICE IS HEREBY PROVIDED in accordance with §58-55-501, §58-55-603, of the Utah Code and under Utah law when a contractor performs services for a contractor and that contractor is paid for the project it is the duty of the contractor to compensate the subcontractor for his services. When a contractor fails to compensate those who also worked on a project after having received compensation he is participating in unlawful conduct as defined under §58-55-501 of the Utah Code. Under §58-55-603, of the Utah code, when a contractor receives any construction funds from an owner or another contractor for work performed and billed, he shall pay each of his subcontractor and suppliers in proportion to the percentage of the work they performed under that billing and if the contractor fails to pay for worked performed by his subcontractors or suppliers he shall pay to the subcontractor or supplier, in addition to the payment, interest in the amount of 1% per month of the amount due, beginning on the day after payment was due, and reasonable cost of any collection and attorney's fees. Furthermore under 58-55-602, all unpaid construction funds are payable to the contractor, retention of proceeds must be done according to §13-8-5 of the Code. If any payment is retained or withheld, it shall be retained or withheld and released as provided in §13-8-5(i) which states that retention of proceeds, meaning money earned by a contractor or subcontractor is retained by the owner, must be done pursuant to the terms of a construction contract to guarantee payment or performance by the contractor or subcontractor of the construction contract.

[Intentionally left blank; signature page to follow]

By: 
Joshua Irvine

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

Joshua Irvine, personally appeared before me on March 20, 2023 and acknowledged that Joshua Irvine is the agent for Tolman Construction Inc. and acknowledged that he executed the above document.


Notary Public

