

14310920 B: 11531 P: 549 Total Pages: 2
11/07/2024 02:40 PM By: srigby Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: IRVINE LEGAL LLC
2650 WASHINGTON BLVD STE 103 OGDEN, UT 844013623

WHEN RECORDED RETURN TO:
Joshua Irvine
Irvine legal, LLC
2650 Washington Blvd, Suite 103
Ogden, Utah, 84401

Parcel I.D.#: 16-15-359-018-0000

NOTICE OF CONSTRUCTION LIEN

NOTICE IS HEREBY GIVEN by Joshua Irvine, the duly authorized recording agent of Mountain Builders Inc. (the "Lien Claimant") located at 1225 South Morgan Valley Drive (PO Box 299), Morgan, Utah, 84050, and their phone number is 801-301-3028. 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 2100 AND 2100, LLC ("Owner"). Said real property is located at 2145 East 2100 South, Salt Lake City, Utah, 84109 described as follows:

LOT 1, 21ST & 21ST SUBDIVISION.

LIEN AMOUNT AND SERVICES

Lien Claimant provided construction services for the first time on May1, 2022, and provided construction services for the last time on January 15, 2024, for the benefit and at the direction of the Owner. Lien Claimant's invoices have been unpaid. The Lien amount is claimed to be Three Hundred Twenty-Seven Four Hundred Twenty-One 44/100 Dollars (\$327,421.44).

LIENS AND CIVIL ACTION

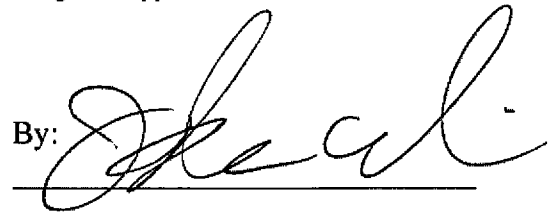
NOTICE IS HEREBY PROVIDED in accordance with §58-55-501, §58-55-603, of the Utah Code and under Utah law when a contractor performs services for a contractor and that contractor is paid for the project it is the duty of the contractor to compensate the subcontractor for his services. When a contractor 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.

PROTECTION AGAINST LIENS AND CIVIL ACTION

NOTICE IS HEREBY PROVIDED in accordance with §38-11-107 and §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 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.

By:



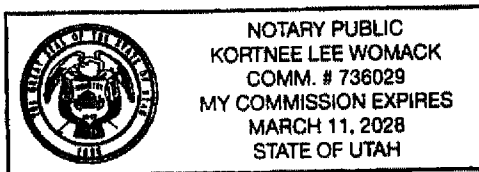
BY: Joshua Irvine, Counsel and Agent

STATE OF UTAH)

: ss.

COUNTY OF WEBER)

Joshua Irvine personally appeared before me on November 7, 2024, and acknowledged that Joshua Irvine is the agent for Mountain Builders Inc. and acknowledged that he executed the above document.



Notary Public

Kortnee Lee Womack