

Recording Requested by:  
H.D. Fowler Co., Inc.  
3633 136<sup>th</sup> Pl SE, #100  
Bellevue, WA 98006



ENT 23128:2022 PG 1 of 2  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2022 Feb 22 1:48 pm FEE 40.00 BY CH  
RECORDED FOR H D FOWLER COMPANY

Please Return to:  
H.D. Fowler Co., Inc.  
PO Box 160  
Bellevue, WA 98009-0160  
Reference ID: 102149-21081

PARCEL NUMBER: 59:044:0177

### NOTICE OF CONSTRUCTION SERVICE LIEN

**The Claimant:**  
H.D. Fowler Co., Inc.  
PO Box 160  
Bellevue, WA 98009-0160

**The Property to be charged with the lien:**  
State of Utah  
County: Utah

**The Property Owner:**  
Cedar Corners Management LLC  
947 S 500 E Ste. 300  
American Fork, UT 84003-3598

**Municipal Address:**  
Topaz Drive & Copper Road  
Eagle Mountain City, UT 84005

**The Party Who Hired Claimant ("Hiring Party"):**  
Jacobson Excavation LLC  
579 East Fremont Way  
Elk Ridge, UT 84651-9539

#### Legal Property Description:

Sunset Flats A3 & A4 COM S 0 DEG 28' 3" W 25.6 FT FR NW COR. SEC. 7, T6S, R1W, SLB&M.; S 89 DEG 31' 31" E 540.61 FT; ALONG A CURVE TO R (CHORD BEARS: S 44 DEG 33' 25" E 28.27 FT, RADIUS = 20 FT); S 0 DEG 24' 42" W 115.8 FT; N 88 DEG 40' 36" E 26.49 FT; S 0 DEG 24' 42" W 133.43 FT; N 89 DEG 47' 40" W 26.49 FT; S 0 DEG 24' 42" W 451.45 FT; N 89 DEG 47' 40" W 96.03 FT; N 89 DEG 47' 41" W 95.11 FT; N 89 DEG 47' 40" W 95.11 FT; N 89 DEG 47' 40" W 95.11 FT; N 89 DEG 47' 40" W 95.11 FT; N 89 DEG 47' 40" W 95.11 FT; N 74 DEG 51' 23" W 66.33 FT; N 37 DEG 55' 12" W 69.02 FT; N 30 DEG 41' 25" W 98.76 FT; N 36 DEG 7' 21" W 100.36 FT; N 38 DEG 33' 31" W 53 FT; S 51 DEG 42' 0" W 737.04 FT; ALONG A CURVE TO L (CHORD BEARS: N 47 DEG 34' 20" W 165.98 FT, RADIUS = 673.43 FT); S 35 DEG 21' 8" W 130 FT; ALONG A CURVE TO L (CHORD BEARS: N 60 DEG 51' 4" W 117.45 FT, RADIUS = 543.5 FT); ALONG A CURVE TO R (CHORD BEARS: N 52 DEG 40' 24" W 177.09 FT, RADIUS = 356.5 FT); N 89 DEG 34' 1" W 57.32 FT; N 0 DEG 25' 45" E 740.85 FT; S 89 DEG 30' 1" E 1336.6 FT TO BEG. AREA 31.469 AC.

**Services / Materials Provided ("Services"):**  
Waterworks material

Claimant First Furnished Labor and/or Material on: 08/31/21  
Claimant Last Furnished Labor or Materials on: 01/05/22

**Amount of Claim / Total Balance Due: \$77,097.66**

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 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 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](http://www.dopl.utah.gov/rlrf).

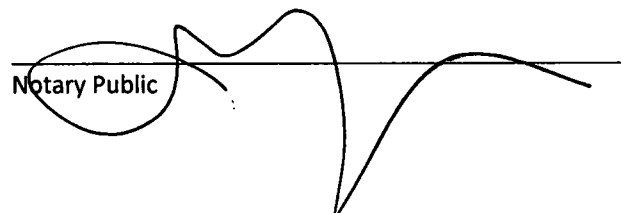
**SIGNATURE OF CLAIMANT, AND VERIFICATION**

State of Washington County of King

I, Stacey Van Noy, the undersigned, being of lawful age and being first sworn upon oath, do state that I am the authorized, limited and disclosed agent of the Claimant named herein, and that I have read the foregoing instrument, and as an agent appointed by the Claimant to sign the instrument I have been provided and thereby have knowledge of the facts, and certify that based thereupon, upon my information and belief, the foregoing is true and correct under penalty of perjury.

  
Signed by authorized agent Stacey Van Noy, Credit Manager of H.D Fowler Co., Inc.

On FEBRUARY 16<sup>th</sup>, 2022, before me, the undersigned Notary, personally came and appeared, Stacey Van Noy, who is known to me or whose identify was sufficiently proved and who is an authorized limited agent of Claimant and acknowledge that this instrument is the free and voluntary act of and deed of said company and on oath stated that she is authorized to execute said instrument.

  
Notary Public

