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14065305 B: 11397 P: 2896 Total Pages: 5  
01/24/2023 09:25 AM By: salvarado Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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320 W 500 S SUITE 200 BOUNTIFUL, UTAH 84010



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**IN THE THIRD JUDICIAL DISTRICT COURT  
OF SALT LAKE COUNTY, STATE OF UTAH**

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<p>WILLIAM and ANNA SEARS, individually, <i>Plaintiffs,</i></p> <p>vs.</p> <p>787, LLC, a Utah limited liability company; RYAN GARRETT, an individual; DANIEL GRANDERATH, an individual; and JOHN DOE, <i>Defendants.</i></p>	<p><b>LIS PENDENS</b></p> <p>Case: 210903239 Judge Robert Faust</p>
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Notice is hereby given that the above-entitled action was filed in the above-entitled court in June of 2021 by William and Anna Sears (“Plaintiffs”) against 787, LLC (“787”), Ryan Garrett, Daniel Granderath, and one John Doe (collectively, “Defendants”). The action affects real interest in the particular real property specified below (the “Property”), with a settlement contract resolving the action being entered between Plaintiffs and 787 (the “Settlement”) which 787 breached. Thus, Plaintiffs possess a court-ordered judgment for value against 787 in this action (the “Order”), with the above-captioned Court awarding \$108,100 to Plaintiffs in addition to an award of reasonable attorneys’ fees incurred by Plaintiffs in pursuing action against 787 following its breach of the Settlement. (*See* Sears v. 787 (captioned), Docket No. 43.) 787 therefore is a judgment debtor to Plaintiffs as 787 is the current owner of the Property and the

Property is subject to the original scope of the above-captioned action, which 787 breached its Settlement regarding.

The above-captioned action subjected the Property to the scope of its original Complaint due to the Complaint initiating the action arising from the fact that 787 designated the Property, among other real estate, as collateral to guarantee two promissory notes entered between Plaintiffs and 787. 787 then subsequently failed to satisfy its debt obligations under the promissory notes. The first promissory note was dated as signed on July 26, 2018, obligating 787 to pay Ms. Sears \$200,000 within twelve months of receiving the money. 787 failed to make \$14,000 on the first note. The second note was dated signed by Ms. Sears on December 13, 2018, obligating 787 to pay Ms. Sears \$120,000 by November 1, 2019 (with 787's representative's signature having been made undated). 787 failed to pay any amount of the second note, leaving \$120,000 outstanding. Both of the promissory notes imposed flat interest rates on their respective loaned amounts against 787 in the event of a default by 787, with the first note imposing a 10% rate and the second note imposing a 15% rate.

When both promissory notes were executed, 787 also simultaneously held the Property out as collateral to Plaintiffs in exchange for them executing the notes. In both of these promissory notes, 787 acted as their borrower or maker and represented to the Plaintiffs that 787's ownership interest in the Property would secure its debt. The second promissory note specifically states: "This Note shall be secured by Makers ownership stake in the 6<sup>th</sup> Street Cottages project." (December 13<sup>th</sup> Promissory Note, paragraph 4.) The portion of 6<sup>th</sup> Street Cottages project currently owned by 787 is the Property, proven by the fact the Property's legal description defines it as "BEING COMMON AREA AND PRIVATE LANE [OF] 6<sup>TH</sup> STREET COTTAGES."

Mr. Sears is married to Ms. Sears, and Ms. Sears personally signed and executed both notes as the lender or holder of the notes, with either Defendants Mr. Garrett, Mr. Granderath, or both signing each of the notes in the official capacity as representative(s) of 787. Mr. Garrett and Mr. Granderath possessed ownership interests in 787 at the time these promissory notes were executed. 787 is currently listed as the owner of the Property in the Salt Lake County Recorder's Office records, and 787 represented and appeared to actually own the Property at the time its two promissory notes with Plaintiffs were executed. Thus, 787 owes Plaintiffs payment for the court-ordered judgement against it—totaling \$108,100 plus relevant and reasonable attorneys' fees—dictated by the Order. Further, 787 possesses the Property, which may satisfy 787's judgement debt. The Property is also subject to Plaintiffs' Complaint, which originally initiated the above-captioned civil action.

The Property is defined as that 2.9072 acres of real estate located at:

**603 E Vandalay Lane, Draper, Utah 84020**

and is described more particularly with its legal description as follows:

**BEG N 19°33'26" W 368.97 FT FR SE COR SEC 30, T3S, R1E, SLM;; N 87°58' W 585.79 FT; N 5°32'33" E 34.24 FT; NE'LY ALG 500 FT RADIUS CURVE TO L, 42.84 FT (CHD N 3°05'17" E); N 0°38' E 186.18 FT; S 87°34'16" E 112.27 FT; S 87°18'19" E 48.07 FT; S 88°07'09" E 90.37 FT; S 87°26'37" E 124.93 FT; N 1°15'09" W 171.42 FT; N 0°01'21" W 32.40 FT; N 1°27'27" W 108.33 FT; E 126.86 FT; N 89°59'58" E 80.77 FT; S 282.08 FT; N 89°12' E 169.65 FT; S 75.20 FT; S 88°29'46" W 165.93 FT; S 0°38' W 221.16 FT TO BEG. LESS LOTS. (BEING COMMON AREA & PRIVATE LANE 6TH STREET COTTAGES)**

**Parcel Number: 28-30-478-057-0000.**

DATED January 24, 2023.

/s/ Brandon A. Bourg  
BRANDON A. BOURG  
Attorney for Plaintiffs

## Return of Electronic Notification

### Recipients

**JEFFREY WALKER** - Notification received on 2023-01-24 02:02:38.327.

**CHASE WALKER** - Notification received on 2023-01-24 02:02:48.857.

**BRANDON BOURG** - Notification received on 2023-01-24 02:02:46.767.

**MICHAEL  
HEPWORTH** - Notification received on 2023-01-24 02:02:46.813.

\*\*\*\*\* IMPORTANT NOTICE - READ THIS INFORMATION \*\*\*\*\*  
NOTICE OF ELECTRONIC FILING [NEF]

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**A filing has been submitted to the court RE:** 210903239  
**Case Title:** SEARS, WILLIAM, et al. vs. 787 LLC, et al.  
**Judge:** ROBERT FAUST  
**Commissioner:**  
**Official File Stamp:** 01-24-2023 02:02:05  
**Court:** 3RD DISTRICT COURT - SALT LAKE  
District  
Salt Lake  
**Document(s) Submitted:** Other Lis Pendens  
**Filed by or in behalf of:** BRANDON BOURG

This notice was automatically generated by the courts auto-notification system.

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**The following people were served electronically:**

CHASE WALKER for 787 LLC et al  
MICHAEL HEPWORTH for WILLIAM SEARS et  
al  
BRANDON BOURG for WILLIAM SEARS et al  
JEFFREY WALKER for 787 LLC et al

**The following people have not been served electronically by the Court. Therefore, if service is required, they must be served by traditional means:**