

## LIEN HOLDER AGREEMENT

This is a Lien Holder Agreement ("Agreement") between Nathan Lambson ("CLAIMANT"), and Robert Taylor ("PRIMARY"), and Michael Crosby ("SECONDARY"), which is dated March 6th, 2023.

This Agreement gives CLAIMANT lienholder rights over PRIMARY's real estate property located at 2872 S 8000 W Magna, UT 84044, in Salt Lake County, UT, as collateral for debts incurred by SECONDARY to CLAIMANT which will be collateralized by PRIMARY's property at 2872 S 8000 W Magna, UT 84044. The legal description of the property is as follows: COM 1207 FT N & 153 FT W FR E 1/4 COR SEC 29, T 1S, R 2W, SLMER, N 53.5 FT; E 153 FT; N 87 FT; W 15.1 RDS; S 140.5 FT E 96.15 FT TO BEG. LESS STREET. 0.61 AC. 7622-2420 7622-2421 7742-0830,0836.

The amount of the lien claimed is \$66,959 in principal plus 0.6% monthly interest or the maximum legal rate, whichever is lowest, starting from the origination date of January 1, 2022. The conditions which need to be met for the lien to be removed are as follows:

1. If the total lien claimed of \$66,959 plus 0.6% monthly interest from the origination date of January 1, 2022 is paid in full to the CLAIMANT the lien will be void. As of today, March 6th 2023, the principal and interest total \$73,245.11.
2. Alternatively, the following projects need to be completed by September 7th, 2023 to CLAIMANT's satisfaction. The lien will be removed 3 months after the completion of all projects described below if still in working order as designed and to CLAIMANT's satisfaction:
  - a. Permanent Christmas Lights, JellyFish or EverLights brand, or comparable quality, features, and workmanship subject to CLAIMANT's approval, are to be installed on all the eaves of CLAIMANT's residence at 2123 E Village Vista Dr., Draper, UT 84020.
  - b. The solar system needs to be permitted by Draper City, approved by Suncrest OA and pass all required government and OA inspections. The solar system needs to be actively generating power to specifications of the panels and be installed using all the appropriate best practices and equipment typical of a professional solar installation. The CLAIMANT reserves the right to have the system independently verified by a 3rd party solar installer before the work is considered completed. If permitting or approval is not achievable, then the total amount of money spent to date of \$35,594 on parts and labor for the solar install will be returned to CLAIMANT.
  - c. Heat tape must be installed on both rear eaves of the small roofline covering the sliding door to the backyard deck at 2123 E Village Vista Dr.

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04/27/2023 02:48 PM By: ssummers Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return to: NATHAN LAMBSON  
2123 E VILLAGE VISTA DR DRAPER, UT 84020

Draper, UT 84020. The heat tape must run down the gutters, and it requires a new dedicated power outlet which is sufficient for the electrical needs of said heat tape run and abides by all safety standards. \$1500 can be paid instead of completing this project.

- d. If the conditions of section 2b are met and the solar system is installed according to the CLAIMANT's satisfaction then the amount owed for loans will be reduced from \$25,300 to \$7,700. \$7,700 representing the loans made after the agreement for the solar panels was in place.

If neither of the two conditions detailed above are met by September 7th, 2023, CLAIMANT will have the right to foreclose on the property. If CLAIMANT chooses not to exercise CLAIMANT's lien rights by foreclosing on the property that does not remove the CLAIMANT's right to exercise CLAIMANT's lien rights to foreclose on the property at a future date.

Interest will continue to accrue at a rate of 1% per month after the maturity of this contract, September 7th, 2023, for every month CLAIMANT chooses not to foreclose on the property. If the total outstanding principal + interest surpasses \$90,000 CLAIMANT will exercise CLAIMANT's lien rights and foreclose on the property.

If the solar panels, christmas lights or heat tape fail to perform as intended in their regular course of operations the lien will not be removed until they are repaired to CLAIMANT's satisfaction and interest will accrue at a rate of 1% per month.

If payment of the amount claimed is not made by September 7, 2023 or all work completed satisfactorily, CLAIMANT may also seek a Writ of Garnishment from the court. A Writ of Garnishment is a court order that requires a third party, such as a bank or employer, to withhold a portion of the debtor's wages or funds in their account and send them directly to the CLAIMANT until the debt is satisfied. CLAIMANT reserves the right to pursue all available legal remedies to collect the debt owed, including but not limited to foreclosure and garnishment.

This Agreement shall be binding upon and shall inure to the benefit of the parties and to their respective heirs, successors and assigns. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to principles of conflict of law.

This Agreement may be executed in counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute a single agreement. Counterpart signatures delivery by fax, email or other electronic means

shall have the same force and effect as original signatures.

This Agreement sets forth the entire agreement and understanding between CLAIMANT and PRIMARY regarding the matters addressed herein. PRIMARY acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to enter into this Agreement, except for those set forth in this Agreement. Any amendments or modifications to this Agreement must be in writing and expressly agreed to and signed by all parties.

This Agreement shall be interpreted, construed and enforced in accordance with the substantive laws of the state of Utah, without regard to conflict of law principles. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the Parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

In the event suit shall be initiated against PRIMARY to enforce the terms of this Agreement, or as a result of any breach, CLAIMANT shall be entitled to reasonable attorney's fees and costs incurred in connection with the prosecution or defense of such suit, as the case may be, and the amount of such attorneys' fees and costs shall be included as part of the judgment entered in such cause.

This Agreement grants CLAIMANT the right to pursue all available legal remedies to collect the debt owed, including but not limited to foreclosure and garnishment.

SECONDARY guarantees the obligations and liabilities of PRIMARY under the Agreement, including any amounts due, interest, fees, and expenses. The liability of SECONDARY under this guarantee shall be joint and several with that of PRIMARY, and shall continue until the obligations under the Agreement are fully satisfied.

SECONDARY acknowledges that it has read and understands the Agreement and assumes all responsibilities and obligations thereunder.

CLAIMANT: Nathan Lambson

[Signature]  
Presentation Date: 03/07/2023

PRIMARY: Robert L Taylor

[Signature]  
Printed Name:  
Date: 3-7-23

SECONDARY: Michael Crosby

[Signature]  
Printed Name: Michael Crosby  
Date: 3-7-23

Subscribed and sworn to on this 7 day of March, 2023

Notary Public (if applicable)

[Signature]

