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| ­­Instrument Prepared ByAnd Recording Requested By |  |

*Space above this line for recorder’s use only*

**UTAH NOTICE OF PRECONSTRUCTION LIEN**

STATE OF UTAH

COUNTY OF [COUNTY NAME]

Notice is hereby given that this Preconstruction Lien, the “Lien,” is filed as of

[MM/DD/YYYY], (the “Effective Date”), by [CLAIMANT NAME], located at

[CLAIMANT ADDRESS], with the phone number [CLAIMANT PHONE NUMBER], and with the license number of [CLAIMANT LICENSE NUMBER] issued on [MM/DD/YYYY] and expiring on [MM/DD/YYYY], (the “Claimant”), claims a preconstruction lien in the sum of $[LIEN AMOUNT] for labor, services, materials, and/or equipment furnished for improvement to certain real property owned by [PROPERTY OWNER] (collectively, the “Owner”), located at [PROPERTY ADDRESS], and with the legal description of:

[LEGAL DESCRIPTION OF PROPERTY] (the “Property”).

This Lien is claimed, separately and severally, as to both the buildings and improvements thereon, and the said real property.

The Claimant and [OWNER / CONTRACTOR NAME] entered into a contract on [MM/DD/YYYY] whereby the Claimant provided the following labor, services, materials, and/or equipment at the Property (the “Work”): [DESCRIBE THE WORK THAT WAS DONE TO THE PROPERTY],

for the total amount of $[CONTRACT PRICE].

The Claimant filed a Notice of Preconstruction Service with the registry on [MM/DD/YYYY], which is no later than twenty (20) days after the Claimant started providing preconstruction services.

The first day of the Work on the Property by the Claimant was [MM/DD/YYYY]. The last day of the Work on the Property by the Claimant was [MM/DD/YYYY] (the “Completion Date”).

As of the Effective Date, the Claimant has: (check one)

[ ]  Received payment of $[AMOUNT RECEIVED].

[ ]  NOT received any payment.

The Owner has failed to pay the Balance Due despite demands and requests for payment. Accordingly, the Claimant declares that claim amount of $[LIEN AMOUNT] is justly due to the Claimant.

In accordance with Utah Code Ann. § 38-11-107, if the Lien is against an owner-occupied residence, as defined in Utah Code Ann. § 38-11-102, the owner may take steps to require the Claimant to remove the Lien under the Residence Lien Restriction and Lien Recovery Fund Act if one (1) of the following circumstances applies:

(i) The owner meets the conditions described in Subsections 38-11-204(4)(a) and (b); or
(ii) (A) a subsequent owner purchases a residence from an owner;
     (B) the subsequent owner who purchase the residence under Subsection (1)(a)(ii)(A)

 occupies the residence as a primary or secondary residence within 180 days from

 the date of transfer or the residence is occupied by the subsequent owner’s

 tenant or lessee as a primary or secondary residence within 180 days from the

 date of transfer; and
 (C) the owner from whom the subsequent owner purchased the residence met the conditions described in Subsections 38-11-204(a) and (b).

Owners must apply for a Certificate of Compliance with the Department of Commerce, Division of Occupational and Professional Licensing in order to obtain protection from the Residence Lien Restriction and Lien Recovery Fund Act.

The Claimant declares that the contents of this Lien are true and correct to the best of their knowledge. Subscribed and sworn to as of the Effective Date.

**Claimant Signature:** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: [MM/DD/YYYY]

Claimant Printed Name: [CLAIMANT PRINTED NAME]

**NOTARY ACKNOWLEDGMENT**

State of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

County of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by the undersigned, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who is personally known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notary Public**

My Commission Expires: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PROOF OF SERVICE**

I, [SERVER NAME] (the “Server”), served a copy of the Preconstruction Lien in the following manner:

Owner or Purported Owner Name: [RECIPIENT NAME] (the “Recipient”)

Address: [RECIPIENT ADDRESS]

Date of Service: [MM/DD/YYYY] Time: [HH:MM] [ ]  AM [ ]  PM

TheRecipient received the documents by: (check one)

[ ]  - **Mail.** The Server sent the documents in the mail via: (check one)

[ ]  Standard Mail

[ ]  Certified Mail

[ ]  FedEx

[ ]  UPS

[ ]  Other: [OTHER MAIL TYPE].

[ ]  - **Direct Service.** The Server handed the documents to a person identified as the

Recipient.

[ ]  - **Someone at the Residence/Workspace.** The Server handed the documents to

a person who identified as living/working at the residence/workspace and stated their name is: [RECIPIENT NAME].

[ ]  - **Left at the Residence/Workspace.** The Server left the documents in the following

area: [DESCRIBE DROP-OFF LOCATION].

[ ]  - **Recipient Rejected Delivery.** The Server delivered the documents to the Recipient

in person and the Recipient did not accept delivery.

[ ]  - **Other:** [OTHER DELIVERY METHOD].

I declare under penalty of perjury under the laws located in this State that the foregoing is true and correct.

**Server’s Signature:** [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_](https://esign.com/) Date: [MM/DD/YYYY]

Printed Name: [SERVER NAME]