

**WHEN RECORDED RETURN TO:**

**NOTICE OF MECHANICS' LIEN**

Notice is hereby given that \_\_\_\_\_[*Name of Claimant*]\_\_\_\_\_, (hereinafter referred to as "**Claimant**"), located at \_\_\_\_\_[*Address of Claimant*]\_\_\_\_\_, whose telephone number is \_\_\_\_\_[*Phone Number of Claimant*]\_\_\_\_\_, hereby claims and holds a mechanics' lien pursuant to UTAH CODE ANN. § 38-1-1 *et seq.*, upon the property described hereinafter. Claimant's lien is based upon the following:

1. Claimant provided labor, material and/or equipment in connection with improvements to real property located at approximately \_\_\_\_\_ [Address of Property] \_\_\_\_\_, being more particularly described as follows:

**[Legal Description of Property]**

(the "**Property**").

2. To the best of Claimant's knowledge, \_\_\_\_\_ is the reputed and/or record owner of the Property.

3. The labor, materials and/or equipment for which demand and claim is made were provided to or at the request of \_\_\_\_\_.

4. There is due and owing to Claimant for the labor, materials and/or equipment it provided to the Property \_\_\_\_\_[*Amount Owed*]\_\_\_\_\_, together with additional interest, costs and attorney fees.

5. Claimant provided the first labor, materials and/or equipment on or about \_\_\_\_\_, and provided the last labor, materials and/or equipment on or about \_\_\_\_\_.

**6. PROTECTION AGAINST LIENS AND CIVIL ACTION. If this Notice of Lien is being filed on a residence as defined in Utah Code Annotated § 38-11-102(18), notice is hereby provided 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 the contract between a real estate developer or an original contractor and the owner, if and only if the following conditions are satisfied: (1) the owner entered into a written contract with either a real estate developer or an original contractor; (2) 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 (3) the owner paid in full the original contractor or real estate developer or their successors or assigns in accordance with the written contract and any written or oral amendments to the contract.**

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

[*Claimant*]

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH            )  
  :SS.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_, who being duly sworn did say that he/she is authorized to sign the above and foregoing Notice of Mechanics' Lien and acknowledged to me that he/she executed the same.

My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC