

# Wasatch Lien Service, LLC

3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121  
Phone: (801) 278-5436  
Fax: (801) 438-2077

## **TIME CONSTRAINTS REVISED August 1, 2011**

The following time constraints should be considered when preparing a notice of commencement, preliminary notice, notice of retention, or any type of lien:

### **Notice of Commencement of Project:**

#### ***FOR ALL COMMERCIAL/PUBLIC PROJECTS WITH A NOTICE OF COMMENCEMENT ISSUED ON/AFTER MAY 1, 2005 AND RESIDENTIAL PROJECTS ON/AFTER NOVEMBER 1, 2005 BUT BEFORE AUGUST 1, 2011:***

Each city and county within Utah will be required to upload all building permits issued after May 1, 2005 (for commercial projects) and November 1, 2005 (for residential projects) within 15 days of issuance to the State Construction Registry. The uploading of the building permit creates a notice of commencement, however additional information is needed to help subcontractors and material suppliers locate the notice of commencement. If the city or county fails to timely upload the building permit, the original contractor is required to timely file its own notice of commencement with the State Construction Registry or the provisions of the preliminary notice statute do not apply.

#### ***FOR STATE PUBLIC PROJECTS COMMENCING ON/AFTER AUGUST 1, 2011:***

All original contractors, owners, or owner-builders are required to file a notice of commencement on the State Construction Registry for all public projects within 15 days of physical construction work at a government project site or the provisions of the preliminary notice statute do not apply. These commencements will be assigned a project number. A notice of commencement isn't required for private residential or commercial projects.

### **Notice of Retention:**

#### ***FOR ALL PRIVATE PROJECTS COMMENCING ON/AFTER MAY 10, 2011:***

For parties providing preconstruction services to a project (such as architects and engineers), to claim a preconstruction service lien you must file a notice of retention with the State Construction Registry within 20 days of commencing your own work. If you fail to file your notice of retention, you will lose your right to file a preconstruction service lien.

## **Preliminary Notice:**

### ***FOR ALL COMMERCIAL/STATE PUBLIC PROJECTS WITH A NOTICE OF COMMENCEMENT ISSUED AFTER MAY 1, 2005 AND RESIDENTIAL PROJECTS AFTER NOVEMBER 1, 2005 BUT BEFORE AUGUST 1, 2011:***

A preliminary notice must be given through the State Construction Registry located at <http://scr.utah.gov/> within 20 days from your first date of work. Preliminary notices are required for any contractor, subcontractor or material supplier that does not have a direct contract with an owner. Wasatch Lien Service provides this service for our customers. Anyone required to file a preliminary notice and fails to do so is barred from filing a mechanic's lien, unless there is not a valid notice of commencement on the project.

### ***FOR PRIVATE PROJECTS COMMENCING ON/AFTER AUGUST 1, 2011:***

A preliminary notice must be given through the State Construction Registry within 20 days from your first day of work. Preliminary notices are required for all contractors working on a project, including parties who contract with owners. If you fail to file a preliminary notice, you are barred from filing a mechanic's lien. Further, notices of commencement will no longer will be required for private projects.

## **Liens:**

### ***PRECONSTRUCTION SERVICE LIENS FOR PROJECTS COMMENCING ON/AFTER MAY 10, 2011:***

You must file your preconstruction service lien within 90 days of the commencement of construction at the project. Commencement of the foreclosure of a preconstruction service lien must take place within 180 days from the date of recording. A preconstruction service lien expires after 180 days from the date of recording. A preconstruction service lien may not be re-filed or extended.

### ***MECHANIC'S LIENS/CONSTRUCTION SERVICE LIENS FOR PROJECTS COMMENCING ON/AFTER AUGUST 1, 2011:***

A mechanic's lien/construction service lien must be filed within 180 days from the final completion of an original contract under which a lien is claimed (residential and commercial). If a notice of completion is filed, a mechanic's lien/construction service lien must be filed within 90 days of the filing of the notice of completion. If in doubt as to the date to file a lien, please call for further clarification. Commencement of the foreclosure of a mechanic's lien/construction service lien must take place within 180 days from the date of recording. A mechanic's lien/construction service lien expires after 180 days from the date of recording. A mechanic's lien/construction service lien may not be re-filed or extended.

## Fee Schedule for Liens and Contractor Notices

Effective August 1, 2011

<b>Filing of Notice of Claim of Lien (under \$10,000)</b>	<b>\$70.00</b>
<b>Filing of Notice of Claim of Lien (\$10,000 and over)</b>	<b>\$90.00</b>
<b>Filing of Notice of Claim of Lien (multiple parcels on one lien)</b>	<b>\$90.00</b>
<b>Filing of Release of Lien</b>	<b>\$35.00</b>
<b>Filing of Utah Notice of Commencement with State Construction Registry</b>	<b>\$25.00</b>
<b>Filing of Utah Notice of Completion with State Construction Registry</b>	<b>\$25.00</b>
<b>Filing of Utah Notice of Retention with State Construction Registry</b>	<b>\$15.00</b>
<b>Filing of Utah Preliminary Notice with SCR for Residential/Commercial Projects</b>	<b>\$15.00</b>
<b>Filing of Utah Preliminary Notice with SCR for Public (Government) Projects</b>	<b>\$15.00</b>
<b>Preparation of Out of State Preliminary Notices</b>	<b>\$30.00 to \$50.00</b>
<b>Bond Claim First Letter</b>	<b>\$50.00</b>
<b>Bond Claim Letter</b>	<b>\$75.00</b>
<b>Rush Fee</b>	<b>\$20.00</b>
<b>Electronic Filing (in some counties)</b>	<b>\$10.00</b>
<b>Research Fees</b>	<b>\$25.00</b>

### **Call for Prices on Out of State Notices**

Fee includes all U.S. Mail postage (including up to 2 certified mail receipts) and up to \$15.00 in recording fees per recorded document. Overnight Mail charges are not included in the base fee and any recording fees in excess of \$15.00 will be passed to the client.

Wasatch Lien Service, LLC  
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Phone: (801) 278-5436  
Fax: (801) 438-2077

**REQUEST TO PREPARE AND RECORD A NOTICE OF  
COMMENCEMENT ON STATE CONSTRUCTION REGISTRY**  
(For Public Jobs Only - Federal, State, or Municipal)

\_\_\_\_\_  
Your Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Your Name E-mail Address Phone

.....  
\_\_\_\_\_  
Project Owner's Name

\_\_\_\_\_  
Owner's Email Address

\_\_\_\_\_  
Owner's Address

\_\_\_\_\_  
Owner's Phone Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Original Contractor's Name

\_\_\_\_\_  
OC's Email Address

\_\_\_\_\_  
OC's Address

\_\_\_\_\_  
OC's Phone Number

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Tax Parcel I.D. Number

\_\_\_\_\_  
Job Name Legal Description

\_\_\_\_\_  
Job Address City County State Zip

Bonded Job? Yes  No  \_\_\_\_\_  
Surety/Bond Company Name

\_\_\_\_\_  
Email Address Phone Number

\_\_\_\_\_  
Address City State Zip

.....  
**AUTHORIZATION AND LIMITED POWER OF ATTORNEY**

The Undersigned, as the authorized representative of (The Company) identified above, hereby appoints Wasatch Lien Service, LLC as its sole and exclusive agent with full power and authority to do, perform, prepare, and execute on its behalf those documents necessary to comply with the Mechanic's Lien statutes of the State in which it has performed labor and/or provided materials for the improvement of that certain real property identified above. It is understood that Wasatch Lien Service, LLC relies on the representation of the undersigned that valid enforceable contracts, written or verbal, exist between The Company and its contracting parties. The Company agrees to indemnify and hold harmless Wasatch Lien Service, LLC for inaccurate or incomplete information provided by The Company or other parties that would result in consequential damages. Bills for services will be due upon receipt, unless otherwise indicated, and you agree to pay promptly all amounts billed. Amounts unpaid after thirty (30) days will be subject to an interest charge of one and one-half percent (1 ½%) per month, compounded monthly, which you agree to pay. You hereby agree that if it becomes necessary to take action to collect your account, either with or without suit, you will pay all fees and costs incurred in such collection efforts.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

Wasatch Lien Service, LLC  
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## REQUEST TO PREPARE AND RECORD A NOTICE OF COMPLETION ON STATE CONSTRUCTION REGISTRY

\_\_\_\_\_  
Your Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Your Name

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Phone

.....  
\_\_\_\_\_  
Job Name

\_\_\_\_\_  
Legal Description

\_\_\_\_\_  
Job Address

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
Zip

\_\_\_\_\_  
State

\_\_\_\_\_  
Tax Parcel I.D. Number

\_\_\_\_\_  
Entry Number

\_\_\_\_\_  
Project Owner Name

\_\_\_\_\_  
Original Contractor Name

\_\_\_\_\_  
Date Project was Complete

I certify that the following condition has been met: (please check only one box)

- I've received a permanent certificate of occupancy
- I've completed a final inspection
- All substantial work is complete

\_\_\_\_\_  
Order Number

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative

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**REQUEST TO PREPARE NOTICE OF RETENTION  
(For residential, commercial, or public projects)**

\_\_\_\_\_  
Your Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Your Name E-mail address Phone Number

.....  
Federal, State or Municipal Job  Commercial  Residential

\_\_\_\_\_  
Customer Phone Number Entry Number

\_\_\_\_\_  
Customer Address Date Project Started

\_\_\_\_\_  
City State Zip Brief Description of Material/Labor Provided

\_\_\_\_\_  
Original Contractor Phone Number Estimated Contract Amount

\_\_\_\_\_  
Job Name Job Address City County State Zip

\_\_\_\_\_  
Project Owner's Name

\_\_\_\_\_  
Legal Description:

\_\_\_\_\_  
Tax Parcel I.D. Number:

.....  
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\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Authorized Representative

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**REQUEST TO PREPARE PRELIMINARY NOTICE**  
**(For residential, commercial, or public projects)**

\_\_\_\_\_  
Your Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Your Name E-mail address Phone Number

.....  
Federal, State or Municipal Job  Commercial  Residential

\_\_\_\_\_  
Customer Phone Number Entry Number

\_\_\_\_\_  
Customer Address Date Project Started

\_\_\_\_\_  
City State Zip Brief Description of Material/Labor Provided

\_\_\_\_\_  
Original Contractor Phone Number Estimated Contract Amount

\_\_\_\_\_  
Job Name Job Address City County State Zip

\_\_\_\_\_  
Project Owner's Name

\_\_\_\_\_  
Legal Description:

\_\_\_\_\_  
Tax Parcel I.D. Number:

.....

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Dated: \_\_\_\_\_

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Authorized Representative

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**REQUEST TO PREPARE AND RECORD A MECHANIC'S LIEN  
and/or CLAIM AGAINST PAYMENT BOND**

**Preconstruction Services Lien**

**Construction Services Lien**

\_\_\_\_\_  
Your Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Your Name E-mail address Phone Number

.....  
Federal, State or Municipal Job  Commercial  Residential

\_\_\_\_\_  
Customer Phone Number Principal Amount Due to Date

\_\_\_\_\_  
Customer Address First AND Last Delivery or Work Dates

\_\_\_\_\_  
City State Zip Brief Description of Material/Labor Provided

\_\_\_\_\_  
Job Name Job Address City County State

\_\_\_\_\_  
Original Contractor Name Phone Number

\_\_\_\_\_  
OC Address City State Zip

\_\_\_\_\_  
SCR Number Date Preliminary Notice Filed

.....  
Note: The following information is requested but not required. Information given below will be verified by our office.

Reputed Owner/ Govt. Agency Name Address  
\_\_\_\_\_  
City State Zip Phone Number

Legal Description: \_\_\_\_\_

Tax Parcel I.D. Number: \_\_\_\_\_

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Dated: \_\_\_\_\_

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Authorized Representative

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Phone: (801) 278-5436  
Fax: (801) 438-2077

## REQUEST TO PREPARE AND RECORD A RELEASE OF LIEN

\_\_\_\_\_  
Your Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Your Name Phone Number

.....

\_\_\_\_\_  
Customer Phone Number

\_\_\_\_\_  
Customer Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Job Name Job Address

\_\_\_\_\_  
Reputed Owner Name

\_\_\_\_\_  
Reputed Owner Address City State Zip

Order No.: \_\_\_\_\_

Tax Parcel I.D. Number: \_\_\_\_\_

.....

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Representative