

ARIZONA PRELIMINARY 20 DAY LIEN NOTICE
IN ACCORDANCE WITH ARIZONA REVISED STATUTES SECTION 33-992.01
THIS IS NOT A LIEN

THIS IS NOT A REFLECTION ON THE INTEGRITY OF ANY CONTRACTOR OR SUBCONTRACTOR.

You are hereby notified that the CLAIMANT named below has furnished or will furnish labor, professional services, materials, machinery, fixtures or tools of the following general description:

RENTAL OF CONSTRUCTION EQUIPMENT
in the construction, alteration or repair of the building, structure or improvement located at

LAS SENDAS CONDOS PO # 18535

EAGLE CREST & POWER
MESA

in the construction, alteration or repair of the building, structure or improvement located at MARICOPA COUNTY, AZ, legally described as follows:

EAGLE CREST & POWER

The Name and Address of the Owner or Reputed Owner is:

1ST ARIZONA PARTNERS 1 LLC
5041 PERSHING AVE
SCOTTSDALE, AZ 85254

The Name and Address of the Original Contractor is:

THE SAHUARO GROUP LLC
19 SOUTH 10TH AVE
PHOENIX, AZ 85007

The Name and Address of the Reputed Lender and/or Bonding Company is:

WE HEREBY REQUEST LENDER/BOND INFORMATION FROM THE OWNER AND/OR GENERAL CONTRACTOR.

An estimate of the total price of the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished is: \$15,000.00 PER MONTH.

Notice to Property Owner: If bills are not paid in full for the labor, materials, machinery, fixtures or tools furnished, or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings of all or part or your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

- 1. Requiring your contractor to furnish a conditional waiver and release pursuant to ARS Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving this notice before you make payment to your contractor.
2. Requiring your contractor to furnish an unconditional waiver and release pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, paragraphs 2 and 4 signed by the person or firm giving you this notice after you make payment to your contractor.
3. Using any other method or device that is appropriate under the circumstances.

The Name and Address of the Person with whom the Claimant has Contracted is:

SPIRE LLC
1823 S MACDONALD ST SUITE 2
MESA, AZ 85210

This Preliminary Notice has been completed by:

SCHWAB SALES
PO BOX 979
GILBERT, AZ 85299

Date: Tuesday, March 11, 2008

By:

[Handwritten Signature]

Bond Number:

Within ten days of receipt of this preliminary twenty day notice the owner or other interested party is required to furnish all information necessary to correct any inaccuracies in the notice pursuant to ARS Sect #33-992.01, Subsection 1 or lose as a defense any inaccuracy of that information.

Within ten days of the receipt of this preliminary twenty day notice if any payment bond has been recorded in compliance with ARS Section #33-1003, the owner must provide a copy of the payment bond including the name and address of the surety company and bonding agent providing the payment bond to the person who has given the preliminary twenty day notice. In the event that the owner of other interested party fails to provide the bond information within that ten day period, the claimant shall retain lien rights to the extent precluded or prejudiced from asserting a claim, against the bond as a result of not timely receiving the bond information.

Upon receipt of this notice, please detach and sign this Acknowledgement and return same to:

Accurate Lien & Contractor Assistance, Inc., 6210 E. Thomas Rd. Suite 203
Scottsdale, AZ 85251-7056 (480) 941-0844

Acknowledgement of Receipt of Preliminary Twenty Day Notice (Arizona Revised Statutes Sections 33.992.01 and 33.992.02)

This acknowledges receipt on \_\_\_\_\_ (date) of a copy of this Preliminary Twenty Day Notice at \_\_\_\_\_ (address where notice received) Date: \_\_\_\_\_

Prelien #: 705041

**Dear Owner/ Contractor/ Customer:**

Enclosed is a preliminary notice that we have sent to our customer, the original contractor and the owner of the project to whom we have recently provided labor, materials, and/ or rental equipment. Accurate Construction Notice Service completes and mails this documentation on our behalf. This notice, however, is **NOT A LIEN** and is not recorded against your property.

This notice is not a reflection of the credit worthiness or financial standing of our customer nor is it an indication of their ability or desire to pay us. It is our policy to serve a preliminary notice for projects where we have provided labor, materials, and/or rental equipment so that you, the contractor or owner, are aware of materials and/or equipment supplied to your job. By the time you receive this notice there is a possibility that some or all of your balance has been paid.

Should you have any questions or concerns, please contact us directly.