

Unofficial Document

This instrument was recorded at
request of:
Anchor Roofing Systems, Inc.
P.O. Box 21565
Phoenix, AZ 85036

The recording official is directed
to return this instrument or a copy
to: *RCS Basket*

Space

NOTICE AND CLAIM OF MECHANIC'S AND MATERIALMAN'S LIEN

CLAIMANT

Anchor Roofing Systems, Inc.
P.O. Box 21565
Phoenix, AZ 85036

OWNER OR REPUTED OWNER

Arizona First Partners 1, LLC
5041 E. Pershing Ave
Scottsdale, AZ 85254

Nature of Improvements to be Charged with a Lien

Roofing

Amount of claim after deducting just
credits and offsets: \$11,143.40
+ costs + interest.

Subject Real Property (Address or Description)

Las Sendas Office Condominiums
7565 E. Eagle Crest Dr
Mesa, AZ Maricopa County

Subject Real Property (Legal Description)

**Las Sendas Office Condominiums as recorded in Book 995 of Maps on Page 31, Official
Records of Maricopa County, Arizona.**

1. I am the Claimant or have knowledge of the facts of this claim and make this affidavit in compliance with ARS 33-993.

2. Claimant has furnished labor, materials, machinery, fixtures or tools in the construction, alteration or repair of the buildings, other structures or above described improvements on Subject Real Property. This was done at the Request of the Owner or Reputed Owner, or at the request of a person whom Claimant reasonably believed to be the lawful agent of Owner or Reputed Owner.

3. The person by who Claimant was employed or to whom Claimant furnished materials, if not the Owner or Reputed Owner, was The Sahuaro Group, LLC.

**NOTICE AND CLAIM OF
MECHANIC'S AND
MATERIALMAN'S LIEN**

4. The labor, materials, machinery, fixtures or tools were furnished X pursuant to a written contract, a copy of which is attached; ___ pursuant to an oral contract, the terms, time given and conditions of which are attached.

5. The building, structure or improvement or the alteration or repair of such building, structure or improvement was completed on Unknown at this time.

6. The Preliminary Twenty Day Notice required by **ARS 33-992.01** was served on July 13, 2007. A copy of this notice and proof of service required by **ARS 33-992.02** are attached.

7. If the lien against the dwelling of a person who became an owner-occupant prior to the construction, alteration, repair or improvement, the Claimant has executed a written contract directly with the owner-occupant. **ARS 33-1002.**

8. The claimant believes that not more than One Hundred Twenty days(120) has elapsed since the completion of the improvements on the herein above described property.

WHEREFORE Claimant demands a lien on Subject Real Property and all improvements thereon in the amount set forth above, and in order to fix this lien has made this Notice and Claim in two or more original copies, causing one to be filed in the Office of the County Recorder of this County.

Signed this Date: 12-26-08

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H. Lee Goldblatt, Limited Agent

VERIFICATION

H. Lee Goldblatt, being first duly sworn, upon his oath deposes and says:
That he is the Limited Agent of the Claimant and that he has read the foregoing labor and materialman's lien and that he knows the contents thereof: except as to those statements made therein upon information and belief, and as to those, he believes them to be true.
Claimant has authorized RCS Preliminary Lien Service, Inc. to prepare and record the subject lien. RCS is a service only agency and claims no interest in the above-described property.

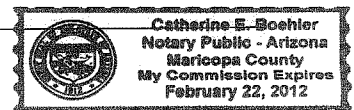
STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

SUBSCRIBED AND SWORN TO BEFORE me this 26 day of December, 2008.

By: Catherine E. Boehler

Notary Public

My commission Expires:



**AFFIDAVIT OF SERVICE
OF PRELIMINARY
TWENTY DAY NOTICE**

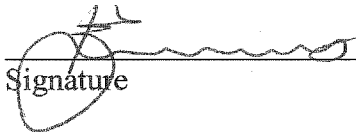
H. LEE GOLDBLATT first being duly sworn, upon oath deposes and says that;

- 1) I am the President of RCS Preliminary Lien Services, Inc., and I have personal knowledge of the facts hereinafter set forth.
- 2) A true and correct copy of the Preliminary Twenty Day Notice is attached to this Affidavit. The attached Preliminary Twenty Day Notice, along with the Certificate of Mailing, was mailed to the reputed owner:

Arizona First Partners 1, LLC
5041 E. Pershing Ave
Scottsdale, AZ 85254

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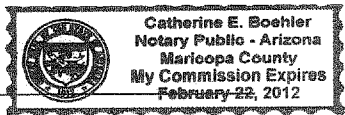
- 3) The attached Preliminary Twenty Day Notice was sent by first class mail, postage prepaid and properly addressed and were deposited in the United States Mail on July 13, 2007.



Signature

SUBSCRIBED AND SWORN TO before me on Dec 26, 2008
by H. Lee Goldblatt

My Commission Expires on: _____

Notary Public

File No:42367 [AZ][PRIVATE][OWNER]
Notice Requested by and Return To:
RCS Preliminary Lien Service,
P.O. Box 33633
Phoenix, AZ 85067 [Job No:31-07]

Customer: The Sahuaro Group LLC
Project:Las Sendas Office Condominiums
Rec ID:24PORBA18
Cert No.:1st Class Mail
Return Receipt Requested

TWENTY DAY PRELIMINARY NOTICE (PRIVATE ENTITY)

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

**TO: OWNER
OR REPUTED OWNER**
Arizona First Partners I LLC
5041 E Pershing
Scottsdale, AZ 85254

1. The following is a general description of the labor, service, equipment or materials furnished or to be furnished by the undersigned:
Roofing

**TO: ORIGINAL CONTRACTOR
OR REPUTED CONTRACTOR**
The Sahuaro Group LLC
19 S 10th Ave
Phoenix, AZ 85007

2. Estimated Price: \$25,595.00
3. The name of the person who furnished that labor, service, equipment or materials is:
Anchor Roofing
Po Box 21565
Phoenix, AZ 85036

**TO: LENDER, SURETY OR
BONDING COMPANY**

4. The name of the person who contracted for purchase of that labor, service, equipment or material is:
The Sahuaro Group LLC
19 S 10th Ave
Phoenix, AZ 85007
5. The description of the jobsite is:
Las Sendas Office Condominiums
7565 E Eagle Crest
Mesa, AZ , in the County of Maricopa

NOTICE TO PROPERTY OWNER

IF BILLS ARE NOT PAID IN FULL FOR THE LABOR, PROFESSIONAL SERVICES, 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 of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

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1. REQUIRING YOUR CONTRACTOR TO FURNISH A CONDITIONAL WAIVER AND RELEASE pursuant to Arizona Revised Statutes Section 33-1008, Subsection D, Paragraphs 1 and 3 signed by the person or firm giving you 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.

WITHIN TEN DAYS OF THE 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 Arizona Revised Statutes Section 33-992.01, Subsection I 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 Arizona Revised Statutes 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 or 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.

Signed by : _____ Print Name/Title : _____
07/13/2007

----- Cut Here -----

Upon receipt of this Notice, Please Detach and Sign this Acknowledgement and Return Same to Sender.

Signature of Sender _____
ACKNOWLEDGEMENT OF RECEIPT OF TWENTY DAY PRELIMINARY NOTICE (PRIVATE ENTITY)
(Arizona Revised Statutes Section Section 33-992.01 and 33-992.02)

This acknowledges receipt on _____ of a copy of the Twenty Day Preliminary Notice (private Entity)

Date Signed: _____
Signature _____ Title _____
(Reference #:39524) [File #:42367]

07/13/2007 10:55:22

**RCS Preliminary Lien Service,
P.O. Box 33633
Phoenix, AZ 85067-
First Class Certificate of Mailing
07/13/2007 Thru 07/13/2007**

Item	Number	Name of Addressee Address	Prelim #	Postage
1	1st Class Mail	Wescor General Inc. 3922 E University #E-6 Phoenix, AZ 85034	42337	0.41
2	1st Class Mail	Wescor Enterprise Group 21639 N 145th Ave Phoenix, AZ 85027	42337	0.41
3	1st Class Mail	Arizona First Partners 1 5041 E Pershing Scottsdale, AZ 85254	42367	0.41
4	1st Class Mail	The Sahuaro Group LLC 19 S 10th Ave Phoenix, AZ 85007	42367	0.41
5	1st Class Mail	Del Mar Dental <small>Unofficial Document</small> 4045 E Union Hills Dr #A- Phoenix, AZ 85050	42430	0.41
6	1st Class Mail	PFG Construction Inc. 2801 W Willetta St Phoenix, AZ 85029	42430	0.41
				<u>2.46</u>

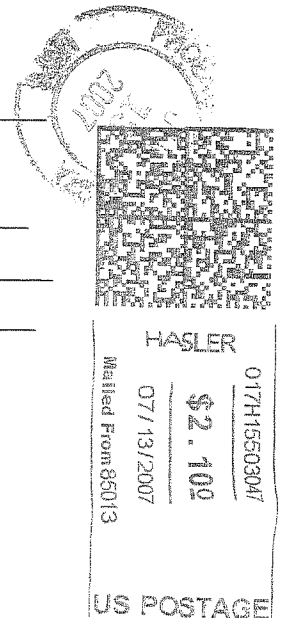
NUMBER OF PIECES: 6
Date Prepared: 07/13/2007

**2.10
VERIFICATION**

MAILING PARTY
RCS Preliminary Lien Service,
P.O. Box 33633
Phoenix, AZ 85067-

POSTMASTER _____

Total Pieces Received: _____
NUMBER OF PIECES: 6
RECEIVED BY: _____
DATE PREPARED: _____
DATE CERTIFIED: _____



Subcontract Agreement

The Sahuaro Group, LLC
19 South 10th Avenue
Phoenix, Arizona 85007
602-258-1758 phone
602-258-1759 fax

Contract #: 10
Contract Date: July 30, 2007
Project No. : 7012

To: Anchor Roofing Systems Inc
PO Box 21565
Phoenix, AZ 85036
Mr. Leo Madrid
602-744-7774
602-744-7770 fax

Project: Las Sendas Office Condos
7565 E. Eagle Crest Drive
Mesa, AZ 85207

You are hereby directed to perform the following work per the plans and specifications provided.

Description of Work: 07-32 Roofing Plans Attached: No
Specifications Attached: No
Contract Amount: \$25,595.00 Retention: 10%

Subcontract Work: The Subcontractor is to furnish satisfactory supervision, labor, materials and equipment to perform the work in a timely, professional manner. Time is of the essence. All work to be performed in conformance to all local, state and federal agencies having jurisdiction, the latest amendments to the IBC and all codes and standards established by recognized testing and Official Document standards organizations. This contract is inclusive of Exhibit A (Scope of Work), Exhibit B (Document Listing), Exhibit C (Safety Agreement), and Exhibit D (General Conditions).

Special Notes:

1. "Safety Starts Here"!!! This is a "Safety First Job-Site." All O.S.H.A. 29 CFR part 1926 and AZ O.S.H.A. (Standards for the Construction Industry), with the latest amendments will be followed during the Construction of this project. All construction personnel, visitors, salespersons, vendors, delivery persons, consultants, etc. will be required to comply with all standards, rules, regulations and orders pursuant to O.S.H.A. CFR part 1926 and any portion of CFR part 1910 (Standards for General Industry) which may be applicable.
2. Subcontractor is to clean up his own debris at the end of each work period.
3. Subcontractor shall at all times protect their work and the adjacent work of others.
4. Provide submittals and MSDS within five (5) days of contract.
5. Subcontractor shall commence work as directed by Project Superintendent and complete work as scheduled.
6. Pay applications are due on the 20th of the month, projected through the end of the month. Submit A.I.A. payment requisition forms G702 and G703 provided with this contract.
7. Weekly coordination and scheduling meetings will be held on site and attendance is mandatory to contractors on site or within one (1) week of commencing work.
8. Weekly onsite safety meetings are mandatory to all employees on site. Superintendent will determine day and time. Records of subcontractor weekly safety meetings are to be forwarded to Contractor.
9. This is a fast track project. If the Subcontractor delays the project due to the Subcontractor's negligence in scheduling manpower, materials, submittals or equipment, costs incurred by the Contractor will be charged accordingly to this Subcontractor.

Signed:

Contractor: Tim [Signature]

Subcontractor: Leo Madrid

Date: 8.21.07

Date: 8/20/07

Contract Change Order

Project: Las Sendas Office Condos

Change Order Number: CO-01

Date Issued: August 14, 2008

Contract Number: 7012-10

Subcontract Anchor Roofing

The Contract is changed as follows:

- 1 Supply and install sixteen (16) O'Hagen vents on roof deck.

Total this change order	\$1,024.00
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Not valid until signed by Owner, Contractor, and Unofficial Document Lender

The original contract sum was: \$25,595.00

Net change by previous change orders: \$0.00

The contract sum prior to this change order: \$25,595.00

The contract sum will be increased by this change order in the amount of: \$1,024.00

The new contract sum including this change order is: \$26,619.00

The contract time will be unchanged by _____ days

The Substantial Completion as of the date of this change order is:

Contractor: The Sahuaro Group LLC
 19 S. 10th Avenue
 Phoenix, Arizona 85007
 602-258-1758 office
 602-258-1759 fax
 ROC 231590

Subcontractor: Anchor Roofing Systems, Inc.
 PO Box 21565
 Phoenix, AZ 85036

By: *[Signature]*
 Date: 8/14/08

By: *Leo Madrid*
 Date: 8/14/08

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Anchor roofing Systems

P. O Box 21565 Phoenix, AZ 85036 tel. 602 744-7774 fax 602 744-7770

DATE: October 13, 2008

TO: The Sahuaro Group

PROJECT: Las Sendas Office Condominiums

PAYMENT REQUEST NO: 2

STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount		\$ 25,595.00
2. Approved Change Order (As per attached breakdown)		1,024.00
3. Adjusted Contract Amount		26,619.00
4. Value of work completed to Date (As per attached breakdown)		
5. Value of Approved Change Orders Completed (As per attached breakdown)		
6. Material Stored on Site (As per attached breakdown)		
7. Total to date	100 %	26,619.00
8. Less Amount Retained	10%	2,661.90
9. Total Less Retain Age		23,957.10
10. Total Previously Certified (Deduct)		15,475.50
11. AMONT DUE THIS REQUEST		8,481.50

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CERTIFICATE OF THE SUBCONTRACTOR:

I herby certify that the work performed and the material's supplied to date as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersign and The Sahuaro Group. Relating to the above referenced project.

I also certify that payments, less application retention, have been made through the period covered by previous payments received from the contractor. To (1) all my subcontractors (sub-contractors) and (2) for material and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal State, and local taxes laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

Date: October 13, 2008

Subscribed and sworn before me this _____ Day of _____

Notary Public: _____

My Commission Expires: _____

SUBCONTRACTOR
BY: [Signature]
(Authorized signature)
TITLE: Accounts Receivable

SUBCONTRACTOR'S APPLICATION FOR PAYMENT

Anchor roofing Systems

P. O Box 21565 Phoenix, AZ 85036 tel. 602 744-7774 fax 602 744-7770

DATE: December 17, 2008

TO: The Saguaro Group

PROJECT: Las Sendas Office Condominiums

PAYMENT REQUEST NO: 3

STATEMENT OF CONTRACT ACCOUNT:

1. Original Contract Amount		\$ 25,595.00
2. Approved Change Order (As per attached breakdown)		1,024.00
3. Adjusted Contract Amount		26,619.00
4. Value of work completed to Date (As per attached breakdown)		
5. Value of Approved Change Orders Completed (As per attached breakdown)		
6. Material Stored on Site (As per attached breakdown)		
7. Total to date	100 %	26,619.00
8. Less Amount Retained		0.00
9. Total Less Retain Age		26,619.00
10. Total Previously Certified (Deduct)		23,957.00
11. AMONT DUE THIS REQUEST		2,661.90

Unofficial Document

CERTIFICATE OF THE SUBCONTRACTOR:

I herby certify that the work performed and the material's supplied to date as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersign and The Saguaro Group. Relating to the above referenced project.

I also certify that payments, less application retention, have been made through the period covered by previous payments received from the contractor. To (1) all my subcontractors (sub-contractors) and (2) for material and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal State, and local taxes laws, including Social Security laws and Unemployment Compensation laws and Workmen's Compensation laws insofar as applicable to the performance of this contract.

Date: December 17, 2008

Subscribed and sworn before me this
Day of _____

SUBCONTRACTOR
BY: [Signature]
(Authorized signature)

Notary Public: _____

TITLE: Accounts Receivable

My Commission Expires: _____

FAX
03-17-08