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**IN THE FIRST JUDICIAL DISTRICT COURT
OF BOX ELDER COUNTY, UTAH**

MOUNTAIN PRIME 2018, LLC & DPW ENTERPRISED, LLC, Plaintiff, vs. BARTLEY M. MARSHALL. Defendant(s).	COMPLAINT FOR EVICTION Case No. Judge
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Plaintiff, by and through counsel, alleges the following cause of action against Defendant:

1. Defendant(s) is a resident of Weber County, State of Utah. DOES 1 through 10 are persons unknown to Plaintiff, who may be residing at the subject property.
2. Plaintiff is the owner of real property located at 789 North 100 West, Tremonton, Utah 84337 ("Property").
3. Defendant(s) defaulted under a Trust Deed resulting in a foreclosure of the property. A copy of the Trustee's Deed is attached as Exhibit A.
4. Defendant(s) is a tenant at will of the property.
5. Fair Market rent is \$2,000.00. Daily rent is 65.75.
6. On March 20, 2024 the Plaintiff acquired title following a Trustee's Sale

conducted in accordance with applicable Utah law. By virtue of said Trustee's Sale, a Trustee's Deed attached hereto as Exhibit "A" was issued to Plaintiff in regard to the Property. Which property is more particularly described as follows:

THE NORTH 87.3 FEET OF LOT 15, BLOCK 3, PLAT V, TREMONTON TOWNSITE. MORE CORRECTLY DESCRIBED AS: THE NORTH 87.3 FEET OF LOT 15, BLOCK 3, PLAT V, TREMONTON TOWNSITE (AMENDED).

4. There was and is no express or implied arrangement between the Plaintiff as owner of the Property and the Defendant(s) as tenants for a period of rental or for periodic rental payments. The Defendant(s) are all tenants at will.

5. On May 10, 2024, the Plaintiff caused to be served upon the Defendant(s) a Five-Day Notice to Vacate, by posting the Notice on the subject property, notifying said Defendant(s) pursuant to Title 78B, Chapter 6, Section 805, Utah Code Annotated, as amended, that they must vacate the Property within five days from the date of service. A copy of said Five-day Notice and the process server's Affidavit of Service are attached hereto as Exhibit "B" and by this reference made a part hereof.

6. The Defendant(s) have failed to vacate the Property. The Defendants, therefore, have been in unlawful detainer of the Property since March 20, 2024.

7. As a direct and proximate result of the Defendant(s) unlawful detainer, the Plaintiff has and continues to accrue treble damages on a daily basis.

8. The identities of those Defendants other than Bartley M. Marshall occupying the Property are currently unknown to Plaintiff. Plaintiff requests leave to amend its pleadings to reflect the true identity of said Defendant(s) if and when such time their identities become known to Plaintiff.

9. Defenant(s) is not a military service member.

10. Plaintiff is entitled to reasonable attorney's fees and court costs for the necessity of bringing this eviction proceeding before this Court.

WHEREFORE, Plaintiff prays for judgment against the Defendants, as follows:

1. For the forthwith issuance of a Writ of Restitution to evict the Defendant(s), and all others claiming by, through or under them, and to restore possession of the Property to the Plaintiff herein:

2. For an Order awarding plaintiff judgment against Defendant(s) for Plaintiff's costs and expenses incurred herein, including reasonable attorney fees, court costs, etc.

3. For such other relief as this Court deems appropriate.

DATED this 16 day of May 2024.

/S/ Timothy S. Deans
TIMOTHY S. DEANS
Attorney for plaintiff

RULE 26.3 URCP NOTICE

(a) Scope. This rule applies to all actions for eviction or damages arising out of an unlawful detainer under Title 78B, Chapter 6, Part 8, Forcible Entry and Detainer.

(b) Plaintiff's disclosures.

(b)(1) Disclosures served with complaint and summons. Instead of the disclosures and timing of disclosures required by Rule 26(a), and unless included in the complaint, the plaintiff must serve on the defendant with the summons and complaint:

- (b)(1)(A) any written rental agreement;
- (b)(1)(B) the eviction notice that was served;
- (b)(1)(C) an itemized calculation of rent past due, damages, costs and attorney fees at the time of filing;
- (b)(1)(D) an explanation of the factual basis for the eviction; and
- (b)(1)(E) notice to the defendant of the defendant's obligation to serve the disclosures required by paragraph (c).

(b)(2) Disclosures for evidentiary hearing.

(b)(2)(A) If the plaintiff requests an evidentiary hearing under Section 78B-6-810, the plaintiff must serve on the defendant with the request:

- (b)(2)(A)(i) any document not yet disclosed that the plaintiff will offer at the hearing; and
- (b)(2)(A)(ii) the name and, if known, the address and telephone number of each fact witness the plaintiff may call at the evidentiary hearing and, except for an adverse party, a summary of the expected testimony.

(b)(2)(B) If the defendant requests an evidentiary hearing under Section 78B-6-810, the plaintiff must serve the disclosures required by paragraph (b)(2)(A) on the defendant no less than 2 days before the hearing. The plaintiff must serve the disclosures by the method most likely to be promptly received.

(c) Defendant's disclosures for evidentiary hearing.

(c)(1) If the defendant requests an evidentiary hearing under Section 78B-6-810, the defendant must serve on the plaintiff with the request:

- (c)(1)(A) any document not yet disclosed that the defendant will offer at the hearing; and
- (c)(1)(B) the name and, if known, the address and telephone number of each fact witness the defendant may call at the evidentiary hearing and, except for an adverse party, a summary of the expected testimony.

(c)(2) If the plaintiff requests an evidentiary hearing under Section 78B-6-810, the defendant must serve the disclosures required by paragraph (c)(1) on the plaintiff no less than 2 days before the hearing. The defendant must serve the disclosures by the method most likely to be promptly received.

(d) Pretrial disclosures; objections. No later than 14 days before trial, the parties must serve the disclosures required by Rule 26(a)(5)(A). No later than 7 days before trial, each party must serve and file counter designations of deposition testimony, objections and grounds for the objections to the use of a deposition and to the admissibility of exhibits.

EXHIBIT A

AFTER RECORDING RETURN TO:

Halliday, Watkins & Mann, P.C.
376 East 400 South, Suite 300
Salt Lake City, UT 84111

MAIL TAX NOTICE TO:

Mountain Prime 2018, LLC & DPW
Enterprises LLC
3138 N 1250 W
Pleasant View, UT 84414

File Number: UT23488

TAX #: 05-045-0001

TRUSTEE'S DEED

This Deed is made by the law firm of Halliday, Watkins & Mann, P.C., Successor Trustee, under the Trust Deed described below, in favor of **Mountain Prime 2018, LLC & DPW Enterprises LLC, 3138 N 1250 W, Pleasant View, UT 84414**, as Grantee.

WHEREAS, on April 22, 2022, Bartley M. Marshall, as Trustor, executed and delivered to Northern Title Company, as Trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for Bank of Utah, its successors and assigns, as Beneficiary, a certain Trust Deed to secure the performance by the Trustor of obligations under a Promissory Note of the same date executed and delivered for a valid consideration to the Beneficiary and the Trust Deed having been recorded in the office of the Box Elder County Recorder on April 25, 2022, as Entry No. 451283, in Book 1523, at Page 0269, describing the property set forth below; and

WHEREAS, a breach and default occurred under the terms of the Note and Trust Deed in the particulars set forth in the Notice of Default in this matter; and

WHEREAS, Halliday, Watkins & Mann, P.C., was duly appointed by the Beneficiary as Successor Trustee by a Substitution of Trustee recorded in the Office of the County Recorder of Box Elder County, State of Utah, on November 22, 2023, as Entry No. 469430, in Book 1571, at Page 0174; and

WHEREAS, Halliday, Watkins & Mann, P.C., as Successor Trustee under the Trust Deed, executed and recorded in the Office of the County Recorder of Box Elder County, a Notice of Default containing an election to sell the trust property, which was recorded on November 9, 2023, as Entry No. 468998, in Book 1570, at Page 0323; and that no later than ten days after the Notice of Default was filed for record, the Trustee mailed, by certified mail, a copy of the Notice of Default to the Trustor, and to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default; and

WHEREAS, Halliday, Watkins & Mann, P.C., as Successor Trustee, pursuant to the Notice of Default, and in accordance with the Trust Deed, did execute a Notice of Trustee's Sale stating that as Successor Trustee, it would sell at public auction to the highest bidder for cash, in lawful money of the United States of America, the property described, and fixing the time and place of sale as March 20, 2024, at 01:30 PM of said day, at the main entrance of the First District Court Building of Box Elder County, 43 North Main Street, Brigham City, Utah, and did cause copies of the Notice of Sale to be posted for not less than 20 days before the date of the sale in a conspicuous place on the property to be sold and also at the office of the County Recorder of each County in which the trust property, or some part of it, is located; and the Successor Trustee did cause a copy of the Notice of Sale to be published once a week for three consecutive weeks in the Deseret News, a newspaper having a general circulation in the county in which the property to be sold is situated, the last publication being at least 10 days but not more than 30 days before the date the sale is

scheduled, and also published on utahlegals.com, the website established by Utah's newspapers for legal notices, for not less than 30 days before the date the sale is scheduled; and that no later than 20 days before the date of the sale, the Trustee also mailed, by certified mail, a copy of the Notice of Sale to the Trustor and to each person whose name and address were set forth in a request for notice filed for record prior to the filing of the Notice of Default; and

WHEREAS, all applicable statutory provisions of the State of Utah and all of the provisions of the Trust Deed have been complied with as to the acts to be performed and the notices to be given; and

WHEREAS, the Successor Trustee did at the time and place of sale by public auction sell, to Grantee, being the highest bidder, the property described for the sum of \$255,500.00 paid in cash in lawful money of the United States of America.

NOW THEREFORE, the Successor Trustee, in consideration of the premises recited and of the sum above mentioned, bid and paid by Grantee, the receipt of which is acknowledged, and by virtue of the authority vested in it by the Trust Deed, does by these presents grant and convey to the Grantee above named, but without any covenant or warranty, express or implied, all of that certain real property situated in Box Elder County, State of Utah, described as follows:

THE NORTH 87.3 FEET OF LOT 15, BLOCK 3, PLAT V, TREMONTON TOWNSITE.

More correctly described as:

THE NORTH 87.3 FEET OF LOT 15, BLOCK 3, PLAT V, TREMONTON TOWNSITE (AMENDED).
TAX #: 05-045-0001

TOGETHER WITH any and all improvements, fixtures, appurtenances and easements now situated on or pertaining to the property.

DATED: MARCH 25, 2024

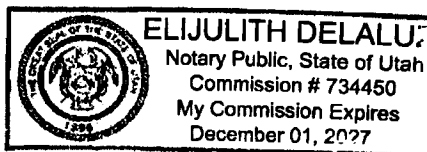
HALLIDAY, WATKINS & MANN, P.C.:

By: Gillian Connors

Name: Hillary R. McConnack
Attorney and authorized agent of the law firm of
Halliday, Watkins & Mann, P.C., Successor Trustee

State of Utah)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this March 25, 2024, by Hillary R. McCormack as an attorney and authorized agent of the law firm of Halliday, Watkins & Mann, P.C., the Successor Trustee.



Edna
Notary Public

EXHIBIT B

NOTICE OF EVICTION

FIVE DAY NOTICE TO A TENANT AT WILL

This Notice is Given to Tenant(s):
Name: Bartley M. Marshall
Address: 289 N. 100 W. &
Tremonton UT 84337
(And all other tenants known)

This Notice is Given by Landlord(s):
Name: David Briggs
Address: _____
Phone: 801-859-9118

You are given notice that you are a tenant at will and that you are required to vacate the premises no than five (5) calendar days of this notice (including weekends and holidays).

If you do not comply with this notice, you will be served with a Summons and Complaint for unlawful detainer. Unlawful detainer is when you remain in possession of rental property after the owner serves you with a lawful notice to leave, such as this eviction notice. If you are found by the court to be in unlawful detainer, you will be evicted by the court and you will be liable for: (1) any rent due and unpaid through the end of your rental agreement, less any amounts the landlord receives from the next tenant; (2) damages caused by your unlawful detainer of the rental property; (3) damages for any waste of the rental property caused by you, if and only if the landlord alleges them in a court complaint and proves them at trial, or submits them to the court by affidavit in the event of your default (Waste is damage you cause beyond normal wear and tear.); (4) damages as provided in Utah Code Ann. § 78B-6-1107 through 1114 for the abatement of nuisance, if any, caused by you. (Abatement of nuisance means to stop a nuisance.); and (5) attorney fees and court costs. If your lease requires mediation, you must alert us in writing within three calendar days of your willingness to participate in mediation. Mediation shall take place within seven days of receipt of your written notification. If you fail to provide this written notification within three days and/or you fail to participate in mediation within seven days, be advised that your landlord intends to proceed with legal or equitable relief.

You will also be liable for three times those damages allowed to be trebled under Utah Code Ann. § 78B-6-8, which may include trebling damages mentioned above. Rent due and unpaid shall be trebled each day you remain in the premises after this notice expires. Damages under (2) are the reasonable rental value or reasonable value of the use and occupation of the premises for each day you remain after the expiration of this notice. In most cases, trebling damages under (2) means that the court will times the amount you have been paying for rent by three for every day you remain in the property after the last day you were given to leave under this eviction notice. Please contact your landlord to discuss this situation.

RETURN OF SERVICE AND SELF AUTHENTICATION DECLARATION

This Notice was served on the above-listed tenant(s) on this 10 day of May, 2024, in one (or more) of the following manners:

- ☒ **Personal Service.** A copy was delivered to the tenant personally.
- ☒ **Posted Service.** A copy was posted in a conspicuous place on the premises, as no one was home.
- ☐ **Suitable Age & Discretion - Residence.** A copy was left with a person of suitable age and discretion at tenant's residence and a second copy was mailed to tenant's residence.
- ☐ **Suitable Age & Discretion - Place of Business.** A copy was left with a person of suitable age and discretion at tenant's place of business and a second copy was mailed to tenant's place of business.
- ☐ **Certified Mail.** A copy was sent through certified or registered mail to tenant's address.

Pursuant to Utah Code Ann. §46-5-01, I declare under criminal penalty that the foregoing is true and correct.

Signature of Notice Giver: [Signature]

Copyright © 2010-2013. This form provided by the Law Offices of Jeremy M. Shorts, LLC and may be used by landlords within the state of Utah. Use of this form shall not constitute legal representation by this Firm. Visit www.utah eviction law.com for more landlord forms and materials. Phone: 801-610-9879. Rev. 12/22/2012