

Assessor's Parcel Numbers:

1319-30-544-000	1319-30-544-019	1319-30-544-037
1319-30-544-001	1319-30-544-020	1319-30-544-038
1319-30-544-002	1319-30-544-021	1319-30-544-039
1319-30-544-003	1319-30-544-022	1319-30-544-040
1319-30-544-004	1319-30-544-023	1319-30-544-041
1319-30-544-005	1319-30-544-024	1319-30-544-042
1319-30-544-006	1319-30-544-025	1319-30-544-043
1319-30-544-007	1319-30-544-026	1319-30-544-044
1319-30-544-008	1319-30-544-027	1319-30-544-045
1319-30-544-009	1319-30-544-028	1319-30-544-046
1319-30-544-010	1319-30-544-029	1319-30-544-047
1319-30-544-011	1319-30-544-030	1319-30-544-048
1319-30-544-012	1319-30-544-031	1319-30-544-049
1319-30-544-013	1319-30-544-032	1319-30-544-050
1319-30-544-014	1319-30-544-033	1319-30-544-051
1319-30-544-015	1319-30-544-034	1319-30-544-052
1319-30-544-016	1319-30-544-035	1319-30-544-053
1319-30-544-017	1319-30-544-036	1319-30-544-054
1319-30-544-018		



SHAWNYNE GARREN, RECORDER

Recording Requested By/Return to:

SMC Construction Co.  
1086 Greg Street  
Sparks, NV 89431

---

**NOTICE OF LIEN**

The undersigned claims a lien upon the property described in this notice for work, materials or equipment furnished or to be furnished for the improvement of the property:

1. The amount of the original contract is: **\$28,025,359.00**
2. The total amount of all additional or changed work, materials, and equipment, if any, is: **\$952,252.00**
3. The total amount of all payments received to date is: **\$7,113,474.30**
4. The amount of the lien, after deducting all just credits and offsets, is: **\$2,002,311.75**
5. The name of the owner, if known, of the property is:  
**Peak Tahoe LLC**  
**6609 Folsom-Auburn Road**  
**Folsom, California 95630**
6. The name of the person by whom the lien claimant was employed or to whom the lien claimant furnished or agreed to furnish work, materials or equipment is:  
**Peak Tahoe LLC**  
**6609 Folsom-Auburn Road**  
**Folsom, California 95630**

7. A brief statement of the terms of payment of the lien claimant's contract is:

As required by Nevada law, payment was to be made within 30 days from the date a payment application is submitted (but no later than 45 days, depending on the contract language) or such shorter period as the contract may require. Pursuant to the parties' prime contract, payment was to be made to SMC Construction Co. within ten (10) days of acceptance of any monthly pay application by Peak Tahoe LLC. SMC Construction CO. was to be paid its contract value (subject to additions and deductions authorized by change or as provided in the contract documents) in monthly progress payments submitted for the months of November and December 2022 and January 2023. SMC Construction Co. has terminated the prime contract pursuant to its terms on February 14, 2023. Costs incurred by SMC Construction Co. prior to termination of the prime contract but not paid by Peak Tahoe LLC are due and owing.

8. A description of the property to be charged with the lien is:

**The Peak**  
**323 Tramway Drive**  
**Stateline, Nevada 89449**

**Assessor's Parcel Numbers:**

1319-30-544-000	1319-30-544-011	1319-30-544-022	1319-30-544-033	1319-30-544-044
1319-30-544-001	1319-30-544-012	1319-30-544-023	1319-30-544-034	1319-30-544-045
1319-30-544-002	1319-30-544-013	1319-30-544-024	1319-30-544-035	1319-30-544-046
1319-30-544-003	1319-30-544-014	1319-30-544-025	1319-30-544-036	1319-30-544-047
1319-30-544-004	1319-30-544-015	1319-30-544-026	1319-30-544-037	1319-30-544-048
1319-30-544-005	1319-30-544-016	1319-30-544-027	1319-30-544-038	1319-30-544-049
1319-30-544-006	1319-30-544-017	1319-30-544-028	1319-30-544-039	1319-30-544-050
1319-30-544-007	1319-30-544-018	1319-30-544-029	1319-30-544-040	1319-30-544-051
1319-30-544-008	1319-30-544-019	1319-30-544-030	1319-30-544-041	1319-30-544-052
1319-30-544-009	1319-30-544-020	1319-30-544-031	1319-30-544-042	1319-30-544-053
1319-30-544-010	1319-30-544-021	1319-30-544-032	1319-30-544-043	1319-30-544-054

**SMC CONSTRUCTION, CO.**, a Nevada corporation,  
licensed, and doing business in the State of Nevada



By: Jeffrey Janakus


Its: Vice President

Dated: 02-14-23


STATE OF NEVADA        )  
  ) ss.  
COUNTY OF WASHOE    )


Jeffrey Janakus, being first duly sworn on oath according to law, deposes and says:

I have read the foregoing Notice of Lien, know the contents thereof and state that the same is true of my own personal knowledge, except those matters stated upon information and belief, and, as to those matters, I believe them to be true.

  
\_\_\_\_\_  
By: Jeffrey Janakus  
Its: Vice President  
Dated: 02-14-23

Subscribed and sworn to before me this  
14<sup>th</sup> day of the month of February  
of the year 2023

  
\_\_\_\_\_  
NOTARY PUBLIC in and for the  
County of Washoe, State of Nevada

 **GINA LISINA WELLMAN**  
Notary Public - State of Nevada  
Appointment Recorded in Washoe County  
No: 20-2773-02 - Expires February 16, 2025