


STATE OF WYOMING)
)
COUNTY OF SHERIDAN)


2023-784792 3/30/2023 2:55 PM PAGE: 1 OF 4
FEES: \$21.00 SM LIEN STATEMENT
EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

CONDITIONAL LIEN AGREEMENT

This Conditional Lien Agreement is filed by RMSDAP, Inc., a Wyoming Corporation, and Knecht, LLC, a South Dakota limited liability company with its principal place of business in Rapid City, South Dakota, to secure payment of indebtedness for labor and materials provided for construction of 84 Club House Drive, Sheridan, Wyoming. Pursuant to the provisions of an Escrow Agreement, dated contemporaneously herewith, the undersigned hereby agree to this Conditional Lien Agreement and swear as follows:

1. Name and address of lien claimant:

Knecht, LLC
320 West Blvd
Rapid City, SD 57701-2671

2. The amount claimed to be due and owing is Seventy-Five Thousand Dollars (\$75,000.00).

3. The name and address of the person against whose property the lien is filed:

RMSDAP, Inc.
84 Club House Drive
Sheridan, WY 82801

4. Legal Description of the property against which this lien is filed:

Lot 6, Powder Horn Ranch II Planned Unit Development Block EE, Sheridan County, Wyoming.

ALSO INCLUDING:

A tract of land situated in Lot 4, Block EE, Powder Horn Ranch P.U.D. II, Sheridan County, Wyoming; said tract of land being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 4; thence S50°49'29"W, 11.32 feet along the southerly line of said Lot 4 to a point; thence N37°50'56"E, 14.05 feet to a point, said point lying on the east line of said Lot 4; thence S02°16'31 "E, 3.94 feet along said east line of Lot 4 to the POINT OF BEGINNING of said tract.

ALSO INCLUDING:

A tract of land situated in Lot 5, Block EE, Powder Horn Ranch P.U.D. II, Sheridan County, Wyoming, said tract of land being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 5 (Monumented with a 2" Aluminum Cap Per PE&LS 3864); thence S52°23'37"W, 221.17 feet to a point; thence S37°50'56"W, 12.92 feet to a point, said point lying on the west line of said Lot 5; thence S02°16'31 "E, 3.94 feet along said west line to a point, said point lying on the south line of said Lot 5; thence N50°49'29"E, 236.04 feet along said south line to the POINT OF BEGINNING of said tract.

ALSO EXCLUDING:

A tract of land situated in Lot 6, Block EE, Powder Horn Ranch P.U.D. II, Sheridan County, Wyoming; said tract of land being more particularly described as follows:

BEGINNING at northwest corner of said Lot 6; thence N50°49'29"E, 32.08 feet along the north line of said Lot 6 to a point; thence S37°50'56"W, 29.76 feet to a point, said point lying on the southerly line of said Lot 6; thence N63°54'25"W, 7.36 feet along said southerly line of said Lot 6 to the POINT OF BEGINNING of said tract.

ADDRESS: 84 Club House Drive, Sheridan, Wyoming 82801.

5. An itemized list setting forth and describing property stored by the lien claimant:

Materials:	\$62,986.21
Interest and Fees:	\$12,013.79
Balance due:	\$75,000.00

6. The name of the person whom the lien claimant asserts is obligated to pay the debt secured by the lien:

RMSDAP, Inc.

Knecht, LLC provided for the above-described labor and materials and RMSDAP, Inc. failed to make payment. RMSDAP, Inc. has been provided invoices and written demands for payment but has failed to make any payments.

This is a Conditional Lien Agreement based upon an Escrow Agreement between the parties and is to secure payment of indebtedness to Knecht, LLC upon litigation or settlement.

This Conditional Lien Agreement shall extinguish any previously recorded lien by Knecht, LLC on the Subject Property. Any and all title companies shall deem this a release of the previous filed liens by Knecht, LLC and treat this Conditional Lien Agreement as the only lien of Knecht, LLC on the Subject Property.

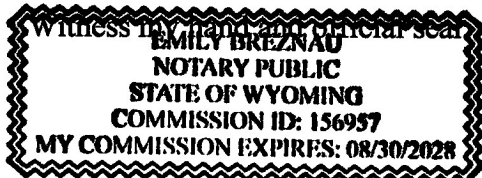
DATED this 16th day of March 2023.

RMSDAP, INC.


Neil Fancher, President

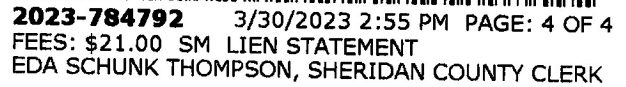
STATE OF WYOMING)
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COUNTY OF SHERIDAN)

On this 30th day of March 2023, subscribed and sworn to before me personally appeared Neil Fancher, President of RMSDAP, Inc., to me personally known, who has read the foregoing Conditional Lien Agreement and knows the contents thereof and the facts are true to the best of his knowledge, and being by me duly sworn, did state that the Conditional Lien Agreement to be his free act and deed.




Notarial officer

My Commission Expires: 08-30-2028



Karen Barkel

STATE OF SOUTH DAKOTA)
COUNTY OF PENNINGTON)

Witness my hand and official seal.

Notarial officer

My Commission Expires: October 22, 2027

