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FEES: \$15.00 PK LIEN STATEMENT

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK

FINANCIAL ASSURANCE LIEN

KNOW ALL MEN BY THESE PRESENTS that this Financial Assurance Lien is granted by **Excalibur Construction, Inc.**, a Wyoming corporation in favor of and to the **City of Sheridan**, Wyoming, a municipal corporation **in the amount of \$1,219,848.00.**

Legal Authority. City of Sheridan code section Appendix B, Article 7 requires financial assurance be given securing not less than 100% of the cost of public improvements. The real property below provides the financial assurance required by City Code. The parties shall be subject to all terms and conditions of City Code.

First Position. This lien shall not be subordinate to any other lien, mortgage or encumbrance and the City of Sheridan shall at all times hold and maintain first position of record. Excalibur Construction, Inc. warrants that no other lien, mortgage or encumbrance exists on the real property at the time of granting this lien. Further, this lien grants a priority encumbrance on the liened premises securing the financial assurance required by City Code.

Defaults. If Excalibur Construction commits a default as defined by City Code, this Lien or any other agreement between the City and Excalibur, the City may foreclose on this lien as is permitted by Law including but not limited to the sale and disposal of the real property. If any portion of the indebtedness is not satisfied by the sale of the premises, the City may obtain a judgment against Excalibur Construction on that portion of the indebtedness not satisfied by the sale of the Premises. All remedies provided by this lien shall be cumulative and in addition to every other remedy afforded by law or in equity or by statute or ordinance to the City. The City shall be entitled to collect all reasonable costs and expenses, including reasonable attorney's fees, incurred in pursuing the remedies provided in this lien or afforded by law.

Recording. This lien shall be recorded in the official land title records of Sheridan County, Wyoming. Upon termination or satisfaction of the lien, whichever may occur, the City of Sheridan and Excalibur Construction agree that they will thereafter execute and record a Notice of Termination evidencing such termination or a Notice of Satisfaction evidencing such satisfaction.

Property subject to the Lien is more particularly described as follows:

Lot 8, Hidden Bridge Ranch Subdivision, as platted in Book H of Plats on Page 65, City of Sheridan, Sheridan County, Wyoming



Andrew McFaul
Excalibur Construction, Inc.
Authorized Agent

Date: 07/19/2024

The foregoing instrument was acknowledged before me by Andrew McFaul, the authorized agent for Excalibur Construction, Inc. this 19th day of July, 2024.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 3/2/30

