mTC-67652KR

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RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath
Recorded 06/14/05 //.04@ m Vol M05 Pg 44 387-92
Vol M05 Pg 44387-92
Linda Smith, County Clerk Fee \$ 4600 # of Pgs
Fee \$ <u>4600</u> # of Pgs 6

After Recording Return To:

USDA/NRCS Attention: Sandra Fife 101 SW Main Street, Suite 1300 Portland, OR 97204

1. Name(s) of the Transaction(s):

Subordination Agreement and Limited Lien Waiver

2. Direct Party (Grantor):

Plumas Bank

3. Indirect Party (Grantee):

United States of America (United States) by and through the Natural Resources Conservation Service or the Commodity Credit Corporation

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

See Exhibit "A" attached that is made a part hereof by this reference



OMB NO. 0578-0013

SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

1. To be completed by NRCS; check appropriate box:	2. AGREEMENT NO.: 66-0436-4-034
XX This transaction is for CCC	
This transaction is for NRCS	
This Subordination Agreement and Limited Lien Waiver, effective 4. PLUMAS BANK (indicate person or pethe document is signed) "Subordinating Party" who hereby grants, to the extent subordination and limited lien waiver to the United States of America (United States or Service or the Commodity Credit Corporation, as indicated above easement as described in the attached Warranty Easement Deed.	erson signing this document or party on whose behalf t specified in Part II of this document, the following States) by and through the Natural Resources
This easement are is located in the County (Borough or Parish) of 5 and State of 5a. OREGON and is identified as	
6. Easement Area. The property encumbered by the Federal easement is described comprising the easement area or recordable plot).	ribed as follows: (Proved a legal description of the land
SEE EXHIBIT "A" ATTACHED	

PART I - GENERAL TERMS

- A. Authority. This Subordination Agreement and Limited Lien Waiver is acquired by the United States under the authority of 7 U.S.C 428a.
- **B. Purposes.** This Subordination Agreement and Limited Lien Waiver is required by the United States in connection with its acquisition of an easement over the property described above to ensure that the easement area is maintained to promote wetland functions and values.
- C. Duration of Easement and this Subordination Agreement and Limited Lien Waiver. The easement and subordination and limited lien waiver shall continue for the duration of the easement deed.

PART II - SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

The Subordinating Party: (1) subordinates its interest in the property described herein to the easement of the United States for the same property which is conveyed to the United States in the easement; (2) acknowledges that the property which contains the easement area is burdened by the right of access granted to the United States in the easement and agrees that this right of access shall be superior to any rights of the Subordinating Party; (3) subordinates its interest in the property to the purposes of the easement and any easement practices adopted pursuant to such purposes; and (4) agrees that the United States may make payments in connection with the easement deed without regard to any lien or claim that the Subordinating Party may have with respect to any person with an interest in the easement area, unless an assignment of such payment has been made to the Subordinating Party on a form approved by the United States.

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This Subordination Agreement and Limited Lien Waiver: (1) binds the Subordinating Party and its heirs, agents, assigns, and successors with respect to the interests that the Subordinating Party and such other persons have, or may have, in the property or against any person having an interest in the property; and (2) inures in favor of the United States and its assigns of any kind.

7 b. Date: 5/13/05 7 c. Title: SVP/CREDIT ADMINISTRATION

8. (INSERT ACKNOWLEDGEMENT STATEMENT BY NOTARY IN ACCORDANCE WITH STATE OR LOCAL PRACTICE)

OMB DISCLOSURE STATEMENT

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

NONDISCRIMINATION STATEMENT

The United States Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, or marital or family status. (Not all prohibited bases apply to all programs.). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (202) 720-5964.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California	ss.
County of Punts	
On MAY 13 2005, before me,	1. AMODEL NOTARA REBUC
personally appeared PSPR / >	Name and Title of Officer (e.g., "Jane Doe, Notary Public")
percentally appeared North 5.	Name(s) of Signer(s)
	personally known to me
	proved to me on the basis of satisfactory
	evidence
	to be the person(s) whose name(s) is/are
	subscribed to the within instrument and
	acknowledged to me that he/she/they executed
	the same in his/her/their authorized capacity(ies), and that by his/her/their
I. AMODEI	capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
Comm. #1491710	the entity upon behalf of which the person(s)
NOTARY PUBLIC CALIFORNIA O PLUMAS COUNTY	acted, executed the instrument.
My Commission Expires Jun. 9, 2008	WITNESS my hand and official seal.
/ V V V V V V V V V V	THINE CO THY Harld and Official Seal.
Place Notes: Seel Above	moder
Place Notary Seal Above	Signature of Notary Public
	PTIONAL
Though the information below is not required by law and could prevent fraudulent removal an	w, it may prove valuable to persons relying on the document of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT
☐ Individual	OF SIGNER
Corporate Officer — Title(s):	Top of thumb here
☐ Partner — ☐ Limited ☐ General	
☐ Attorney in Fact ☐ Trustee	
☐ Guardian or Conservator	
Other:	
Signer is Representing:	l l

Landowner:

John R. and Jeanne F. Anderson

County:

Klamath

WRP Contract No:

66-0436-4-034

EXHIBIT "A"

Description of easement area:

Wetlands Reserve Program (WRP) Conservation easement over a parcel of land owned by grantors in Sections 4, 5, 6, 7, 8, 17 and 18, Township 41 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, said parcel being a portion of Parcel 1 of Land Partition No. 38-97 conveyed to John R. and Jeanne F. Anderson as described in Deed Volume M97-21958 of the deed records of said Klamath County; being more particularly described as follows:

Beginning at the section corner common to Sections 5, 6, 7 and 8, of said Township and Range; thence N89°38'19"W, 1331.00 feet to the E1/16 corner common to said Sections 6 and 7; thence S00°33'15"W, 4648.20 feet to the northwest corner of the S1/2 SE1/4 SE1/4 of said Section 7; thence S89°57'19"E, 1326.18 feet to the northwest corner of the S1/2 SW1/4 SW1/4 of said Section 8; thence S89°27'38"E, 1324.45 feet to the northeast corner of the S1/2 SW1/4 SW1/4 of said Section 8; thence N00°36'47"E, 662.85 feet to the SW1/16 of said Section 8; thence S89°27'17"E, 1324.44 feet to the C-S 1/16 of said Section 8; thence S89°21'03"E, 1326.29 feet to the SE1/16 of said Section 8; thence S00°37'35"W, 1327.57 feet to the E1/16 corner common to said Sections 8 and 17; thence S00°30'44"W, 1330.23 feet to the NE1/16 of said Section 17; thence N89°20'44"W, 1325.99 feet to the C-N 1/16 of said Section 17; thence N89°26'58"W, 2649.74 feet to the N1/16 corner common to said Sections 17 and 18; thence S00°32'56"W, 1331.48 feet to the 1/4 corner common to said Sections 17 and 18; thence N89°56'28"W, 1326.33 feet to the C-E 1/16 of said section 18; thence S00°34'02"W, 711.04 feet to a point on the northwesterly line of East Langell Valley Road; thence S34°54'09"W, 1334.70 feet along said northwesterly line, to the beginning of a non-tangent curve; thence along the arc of a 2764.76 foot radius curve to the right, through a central angle of 04°34'04" (the long chord of which bears S38°03'07"W, 220.35 feet) an arc distance of 220.41 feet; thence N00°35'08"E, 3310.54 feet along a line parallel with and 440.00 feet easterly of the north-south center section line of said Section 18; thence N89°58'13"W, 440.02 feet along the south line of the NW1/4 NE1/4 of said Section 18 to the C-N 1/16 corner thereof; thence N00°35'08"E, 266.76 feet along the said north-south center section line to the north line of the Malone Irrigation Lateral; thence N36°57'57"E, 75.87 feet along said north line to its intersection with a line parallel with and 45.00 feet easterly of the said north-south center section line of Section 18; thence along the east line of a 45.00 foot wide strip of land described in Deed Volume 257 at page 91, of the Klamath County deed records, the following three courses, N00°35'08"E, 901.36 feet; thence N85°16'31"W, 1144.85 feet; thence N06°01'20"W, 1232.63 feet to a point on the south line of a 125.00 foot wide strip of land in said Section 7, described in Deed Volume 240 at page 33; thence S89°53'53"E, 42.23 feet to a line parallel with and 125.00 feet easterly of the east line of Government Lots 2, 3, and 4, of said Section 7; thence N00°20'06"E, 1570.01 feet along said

parallel line to the north line of said 125.00 foot strip; thence N89°49'24"W, 80.00 feet to a point on the east line of said 45.00 foot wide strip of land described in Deed Volume 257 at page 91; thence along said east line the following three courses, N00°20'06"E, 2494.60 feet; thence S89°38'19"E, 665.63 feet; thence N00°09'15"E, 5206.58 feet to a point on the south line of Johnson Road; thence S89°32'02"E, 618.09 feet along a line parallel with and 30.00 feet southerly of the north line of Lot 3 of said Section 6; thence S89°32'47"E, 2652.46 feet along a line parallel with and 30.00 feet southerly of the north line of the NE1/4 of said Section 6 to a point on the east line thereof; thence S00°01'16"W, 3836.76 feet along the east line of said Section 6 to the S1/16 corner common to said Sections 5 and 6; thence N89°38'59"W, 1329.77 feet to the SE1/16 of said Section 6; thence S00°04'27"W, 1169.22 feet along the west line of the SE1/4 SE1/4 of said Section 6, to a point on a line parallel with and 150.00 feet northerly of the south line of said SE1/4 SE1/4; thence S89°38'19"E, 1330.86 feet to a point on the east line of said Section 6; thence S89°29'32"E, 3201.79 feet along a line parallel with and 150.00 feet northerly of the south line of said Section 5, to a point on the westerly line of East Langell Valley Road; thence along the arc of a 970.00 foot radius curve to the right, through a central angle of 08°56'22" (the long chord of which bears S06°40'35"E, 151.19 feet) an arc distance of 151.34 feet to a point on the north line of said Section 8; thence N89°29'32"W a distance of 3219.42 feet along the north line of said Section 8 to the Point of Beginning;

EXCEPTING THEREFROM a 17.80 acre parcel excluded from the WRP Conservation Easement by the owner, being a portion of Sections 7, 8, 17 and 18, Township 41 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at the northwest corner of the S1/2 SW1/4 SW1/4 of said Section 8; thence S89°27'38"E, 382.27 feet; thence SOUTH, 735.71 feet; thence N87°01'58"W, 1092.43 feet; thence NORTH, 683.32 feet to a point on the north line of the S1/2 SE1/4 SE1/4 of said Section 7; thence S89°57'19"E, 708.71 feet to the Point of Beginning.

ALSO EXCEPTING THEREFROM any portion of the Malone Irrigation Lateral and East Langell Valley Road lying within the above described property.

Subject to any easements, reservations, or restrictions on record or now in effect.

The above described WRP Conservation Easement contains 1068 acres, more or less.