

05 JUN 06 11:06 AM

MTL-67653R

RECORDING COVER SHEET

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State of Oregon, County of Klamath
Recorded 07/06/05 11:06a m
Vol M05 Pg 51297-301
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

After Recording Return To:

USDA/Commodity Credit Corporation
Attention: Sandra Fife
101 SW Main Street, Suite 1300
Portland, OR 97204-3221

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, by and through the Commodity Credit Corporation

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

See exhibit "A" attached to document for legal description which is made a part hereof

4/10
10m

SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

1. To be completed by NRCS; check appropriate box:

2. AGREEMENT NO.: 66-0436-4-009☒ This transaction is for CCC☐ This transaction is for NRCS

This Subordination Agreement and Limited Lien Waiver, effective 3. 6-17-05, is signed by 4. PLUMAS BANK (indicate person or person signing this document or party on whose behalf the document is signed) "Subordinating Party" who hereby grants, to the extent specified in Part II of this document, the following subordination and limited lien waiver to the United States of America (United States) by and through the Natural Resources Conservation Service or the Commodity Credit Corporation, as indicated above. The property described below is encumbered with an easement as described in the attached Warranty Easement Deed.

This easement are is located in the County (Borough or Parish) of 5. KLAMATH COUNTY and State of 5a. OREGON and is identified as follows:

6. **Easement Area.** The property encumbered by the Federal easement is described as follows: (Proved a legal description of the land comprising the easement area or recordable plot).

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.

51299

RE: Trust Deeds recorded on April 20, 2001 in Volume M01, page 17399 and 17409, both in microfilm records of Klamath County, Oregon.

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 a.

Signature Authorizing Rep. of Sub. Party

KERRY D. WILSON

7 b. Date: 6-17-05 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

51300

State of California

County of

PLUMAS

ss.

On JUNE 17, 2005

Date

before me,

I. AMODEI, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

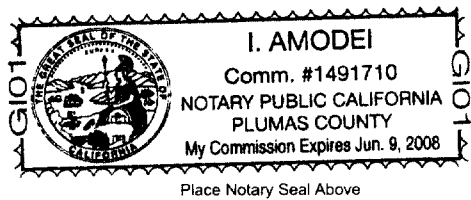
KERRY D. WILSON

Name(s) of Signer(s)

SVP, PLUMAS BANK

- ☒ 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

I. Amodei

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

EXHIBIT "A"
LEGAL DESCRIPTION

An easement located in Section 28 and the South 1/2 of Section 21, Township 40 South, Range 15 East of the Willamette Meridian, Klamath County Oregon, being more particularly described as follows:

Beginning at the West 1/4 corner of said section 21; thence South 89°28'36" East, 1334.60 feet to the Center-West 1/16 corner of said Section 21; thence South 89°26'36" East, 1334.62 feet to the center 1/4 corner of said Section 21; thence South 89°28'44" East, 1336.40 feet to the Center-East 1/16 corner of said Section 21; thence South 89°26'53" East, 1336.07 feet to the East 1/4 corner of said Section 21; thence South 00°17'54" West, 2656.51 feet to the Southeast corner of said Section 21; thence South 00°11'39" East, 1324.98 feet to the North 1/16 corner common to Section 27 and Said Section 28; thence South 00°12'30" East, 1325.60 feet to the East 1/4 corner of said Section 28; thence South 00°39'09" West, 667.35 feet; thence North 89°15'37" West, 2672.08 feet; thence North 89°14'34" West, 1322.54 feet; thence South 00°05'24" West, 664.95 feet to the Southwest 1/16 corner of said Section 28; thence North 89°12'09" West, 1322.85 feet to the South 1/16 corner common to Sections 28 and 29; thence North 00°07'08" East, 1328.02 feet to the West 1/4 corner of Section 28; thence North 00°27'30" West, 1314.68 feet to the North 1/16 corner common to Sections 28 and 29; thence North 00°27'37" West 657.41 feet; thence South 89°03'20" East, 1331.13 feet; thence North 00°12'05" West, 655.54 feet to the West 1/16 corner common to Section 21 and 28; thence North 00°09'45" East 1336.32 feet to the Southwest 1/16 corner of said Section 21; thence North 89°13'00" West, 746.65 feet; thence North 18°39'31" East, 332.14 feet; thence North 44°00'56" East, 166.95 feet; thence North 16°48'00" East, 177.05 feet; thence North 89°13'00" West, 859.39 feet; thence North 00°08'23" East, 722.94 feet to the point of beginning.

Tax Account No: 4015-00000-01701-000
Tax Account No: 4015-00000-02400-000

Key No: 882209
Key No: 119455