

MTC71490-KR

U.S. DEPARTMENT OF AGRICULTURE

OMB NO. 0578-0013

**SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER**

TRUST DEEDS IN VOLUME M01, PAGE 17399 and VOLUME M01, PAGE 17409

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

2. AGREEMENT NO.: 66-0436-5-013

This transaction is for CCC



This transaction is for NRCS

This Subordination Agreement and Limited Lien Waiver, effective 3. 7/6/2006, 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  
 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).

## EXHIBIT A

**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.

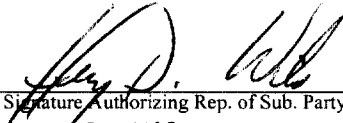
**C. Duration of Easement and this Subordination Agreement and Limited Lien Waiver.** The easement and subordination and  
 limited lien waiver shall continue for the duration of the easement deed.

**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.

300  
+5.00

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: June 6, 2006 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

County of

PLUMAS

ss.

On

JUNE 6, 2006

before me,

I. AMODEI, A NOTARY PUBLIC

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

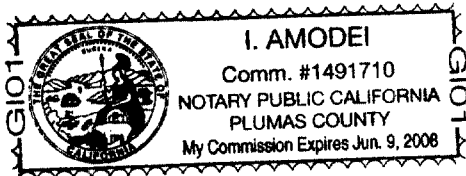
personally appeared

KERRY WILSON

Name(s) of Signer(s)

- ☒ personally known to me OR  
☐ 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.



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**

A Wetland Reserve Program (WRP) Conservation easement over a parcel of land in Sections 27, 28, 29, 32, 33, and 34, Township 40 South, Range 14 1/2 East of the Willamette Meridian, Klamath County, Oregon, said parcel being a portion of that property conveyed to John R. and Jeanne F. Anderson as described in Deed Volume M97, page 21958, Deed Records of Klamath County, Oregon; being more particularly described as follows:

**TOWNSHIP 40 SOUTH, RANGE 14 1/2 EAST OF THE WILLAMETTE MERIDIAN:**

Section 27: W1/2 SW1/4  
Section 28: SW1/4 SW1/4, N1/2 SW1/4, N1/2 SE1/4  
Section 29: SE1/4 SE1/4  
Section 32: E1/2 NE1/4, NE1/4 SE1/4  
Section 33: NW1/4, S1/2 NE1/4, NE1/4 NE1/4, SE1/4, N1/2 SW1/4, SE1/4 SW1/4  
Section 34: W1/2 NW1/4, W1/2 SW1/4

Tax Account No: 4014-V0000-00600-000

Key No: 118054