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U.S. DEPARTMENT OF AGRICULTURE OMB NO. 0578-0013

2014-013214

Klamath County, Oregon

12/23/2014 01:15:30 PM

Fee: \$57.00

## SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

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

2. AGREEMENT NO.: 66-0436-12-017RD

This transaction is for CCC.

X This transaction is for NRCS.

This Subordination Agreement and Limited Lien Waiver, effective (3.) Nov 12 2014 is signed by (4.) G Bar W Land and Cattle Co. "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 Reserved Rights Pilot Warranty Easement Deed.

This easement is located in the County of (5.) Klamath and State of (5a.) Oregon and is identified as described in the attached Reserved Rights Pilot Warranty Easement Deed. This is the United States' interest, to which the Subordinating Party is subordinating its interest pursuant to this Subordination Agreement and Limited Lien Waiver.

The Subordinating Party's property interest, which they agree to subordinate by the terms of this Subordination Agreement and Limited Lien Waiver, is any easement shown on Land Partition 25-96.

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

The property is as described in the attached 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.

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.

**SIGNATURE PAGES**

Signature Brenda C. Watkins  
G Bar W Land and Cattle Co.

Print Name BRENDA C WATKINS

Print Title Secretary/Treasurer

Date Nov. 12, 2014

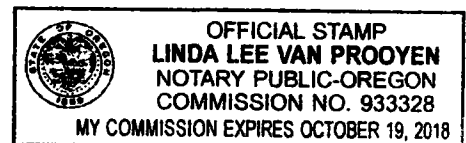
**Notary Public:**

In the State of Oregon, County of Jackson on this 12<sup>th</sup>  
day of November, 2014, before me, the undersigned, a Notary Public in and for said  
jurisdiction, personally appeared Brenda C Watkins, an authorized signatory for G Bar W Land  
and Cattle Co., known to me to be the person described in and who executed the foregoing instrument, and  
acknowledged that they executed the same as their free act and deed.

In testimony whereof, I have hereunto set my hand and Notarial Seal subscribed and affixed in said  
jurisdiction, the day and year above written.

Linda Lee Van Prooyen  
Notary Public

My commission expires: Oct 19 2018



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