

**SUBORDINATION AGREEMENT AND  
LIMITED LIEN WAIVER**

Subordinates Motgage recorded 10-30-89 in Book 123, pages 125-126

**OMB DISCLOSURE STATEMENT**

Public reporting burden for this collection of information is approximately (15) minutes 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Officer OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.

WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 75-6740-8-421

This Subordination Agreement and Limited Lien Waiver, effective February 8, 1999, is signed by Donovan E. Jensen and Joanne E. Jensen (indicate person or persons 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 (NRCS). The property described below is encumbered with either a Wetlands Reserve Program (WRP) easement or an Emergency Wetlands Reserve Program (EWRP) easement as described in the attached Warranty Easement Deed.

The easement area is located in the County (Borough or Parish) of Marshall County and State of South Dakota and is identified as follows:

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

W1/2-NW1/4, N1/2-NW1/4-36-125-56  
NE1/4-NE1/4, N1/2-N1/2-SE1/4-NE1/4 and other land. (35-125-56)

**PART I - GENERAL TERMS**

- A. **Authority.** This Subordination Agreement and Limited Lien Waiver is acquired by the United States under the authority of Title XII of the Food Security Act of 1985, as amended (16 U.S.C. 3837 *et seq.*).
- 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 in perpetuity.

**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 WRP or EWRP 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 WRP or EWRP and any easement practices adopted pursuant to such purposes; and (4) agrees that the United States may make payments in connection with the WRP or EWRP 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 agents, successors, or assigns of any kind.

Donovan E. Jensen  
Signature of Authorized Rep. of Sub. Party

2-9-99  
Date

\_\_\_\_\_  
Title

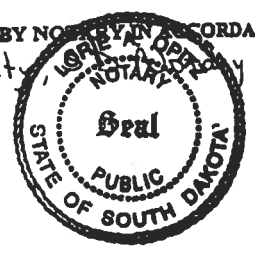
Joanne E. Jensen  
Signature of Authorized Rep. of Sub. Party

2-9-99  
Date

\_\_\_\_\_  
Title

(INSERT ACKNOWLEDGMENT STATEMENT BY NOTARY IN ACCORDANCE WITH STATE OR LOCAL PRACTICE) Marshall County

Lorie A. Opitz  
Comm Exp 04-22-04



**SUBORDINATION AGREEMENT AND  
LIMITED LIEN WAIVER**

Subordinates mortgage recorded 6-22-92, Book 124, pages 721-724

**OMB DISCLOSURE STATEMENT**

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WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 75-6740-2-481

This Subordination Agreement and Limited Lien Waiver, effective \_\_\_\_\_, is signed by Farmer's Home Administration, USDA (indicate person or persons 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 (NRCS). The property described below is encumbered with either a Wetlands Reserve Program (WRP) easement or an Emergency Wetlands Reserve Program (EWRP) easement as described in the attached Warranty Easement Deed.

The easement area is located in the County (Borough or Parish) of Marshall and State of South Dakota and is identified as follows:

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

S1/2-N1/2-SE1/4-NE1/4, SE1/4, S1/2-SE1/4-NE1/4, 35-125-56; and  
S1/2-SW1/4, N1/2-SW1/4, NW1/4-SE1/4, 36-125-56.

**PART I - GENERAL TERMS**

A. **Authority.** This Subordination Agreement and Limited Lien Waiver is acquired by the United States under the authority of Title XII of the Food Security Act of 1985, as amended (16 U.S.C. 3837 *et seq.*).

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 in perpetuity.

**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 WRP or EWRP 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 WRP or EWRP and any easement practices adopted pursuant to such purposes; and (4) agrees that the United States may make payments in connection with the WRP or EWRP 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 agents, successors, or assigns of any kind.

*ISA aka Laemess Home Acct. Name needs to be on the check when checks are issued.*

*Mary K. Schmitt*  
Signature of Authorized Rep. of Sub. Party

*2/8/99*  
Date

*Yam Yoon Officer*  
Title

\_\_\_\_\_  
Signature of Authorized Rep. of Sub. Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(INSERT ACKNOWLEDGMENT STATEMENT BY NOTARY IN ACCORDANCE WITH STATE OR LOCAL PRACTICE)



*Jan A. Kirkgaard*  
*5-21-2004*

**SUBORDINATION AGREEMENT AND  
LIMITED LIEN WAIVER**

Subordinates Mortgage recorded 8-27-82 in Book 116, Pages 606-609 and  
Book 117, pages 661-662 and 663-664 respectively for transfer.

**OMB DISCLOSURE STATEMENT**

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WETLANDS RESERVE PROGRAM  
AGREEMENT NO. 75-6740-8-4E1

This Subordination Agreement and Limited Lien Waiver, effective \_\_\_\_\_, is signed by Keith L. and Joy H. Jensen-Farmers Home Adm. (indicate person or persons 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 (NRCS). The property described below is encumbered with either a Wetlands Reserve Program (WRP) easement or an Emergency Wetlands Reserve Program (EWRP) easement as described in the attached Warranty Easement Deed.

The easement area is located in the County (Borough or Parish) of Marshall and State of South Dakota and is identified as follows:

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

SE1/4-NE1/4, SE1/4, 35-125-56; and S1/2NW1/4, N1/2SW1/4, NE1/4SE1/4, 36-125-56

**PART I - GENERAL TERMS**

**A. Authority.** This Subordination Agreement and Limited Lien Waiver is acquired by the United States under the authority of Title XII of the Food Security Act of 1985, as amended (16 U.S.C. 3837 *et seq.*).

**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.

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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 agents, successors, or assigns of any kind.

*USA's name (aka Yameas Home Admin) needs to be on any check when they are issued*

*Mary L. Sub...*  
Signature of Authorized Rep. of Sub. Party

2/8/99  
Date

Yam Loan Officer  
Title

\_\_\_\_\_  
Signature of Authorized Rep. of Sub. Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

(INSERT ACKNOWLEDGMENT STATEMENT BY NOTARY IN ACCORDANCE WITH STATE OR LOCAL PRACTICE)



*Lois A. Kilday*  
5-21-2004

54994

Prepared by:  
Natural Resources Conservation Service  
200 Fourth Street SW  
Huron, SD 57350  
(605) 352-1204

State of South Dakota, County of Marshall  
Filed this 25 Day of Sept 20 07 At 10:00  
O'Clock A.M. Book PPM Page 785-786  
By Marlene Linn  
Register of Deeds Deputy  
Fees \$ 12.00

ACCEPTANCE OF  
WARRANTY EASEMENT DEED  
Emergency Watersheds Program EWP #75-6740-8-481

WHEREAS, Douglas K. Jensen of RR 1 Box 24, Roslyn, South Dakota, Grantors signed a Warranty Easement Deed on February 5, 1999, conveying all of his rights, title and interest to certain lands and appurtenant rights of access to the United States of America and reserving certain rights, title and interest, all of which are set out in the Warranty Easement Deed which was recorded in the Office of the Register of Deeds of Marshall County, South Dakota, on April 8, 1999 at 9:45 a.m. in Book KKM, Pages 580-594.

WHEREAS, the land conveyed in the Warranty Easement Deed consists of 440.0 acres which are more particularly described in Exhibit A which is attached hereto and made a part hereof for all purposes. The access easement conveyed is more particularly described in Exhibit B which is attached hereto and made a part hereof for all purposes;

WHEREAS, the United States of America paid the sum of Eighty One Thousand Eight Hundred Sixty Six Dollars and Forty Cents (\$81,866.40) to the named Grantor for the rights, title and interests conveyed to it under that Warranty Easement Deed and did, on April 8, 1999 accept the conveyance of those rights, title and interests.

WHEREAS, the United States of America, acting by and through the Natural Resources Conservation Service, the acquiring agency, desires to memorialize its acceptance of said conveyance.

NOW, THEREFORE, I, Janet L. Oertly, State Conservationist, being the duly authorized representative of the Natural Resources Conservation Service, United States Department of Agriculture, do hereby accept that Warranty Easement Deed on behalf of the United States of America, the Grantee in that Deed.

This acceptance is effective as of April 8, 1999.

Dated this 25<sup>th</sup> day of September, 2007.

Janet L. Oertly  
State Conservationist

STATE OF SOUTH DAKOTA

COUNTY OF BEADLE

This instrument was acknowledged before me on 25<sup>th</sup> of September, 2007 by Janet L. Oertly in her capacity as State Conservationist, Natural Resources Conservation Service, United States Department of Agriculture, on behalf of the United States of America.

Wicki S. Depler  
NOTARY PUBLIC  
My Commission expires: 07/09/11



**EXHIBIT A**

**DESCRIPTION OF EASEMENT AREA:**

A tract of land located in Sections 35 and 36, Township 125N, Range 56W of the 5<sup>th</sup> P.M., Marshall County, South Dakota, excluding road right of way and including access thereto and more particularly described by aliquot part as follows:

- SE ¼ of Section 35
- E ½ NE ¼ of Section 35
- NW ¼ SE ¼ of Section 36
- N ½ SW ¼ of Section 36
- SE ¼ NW ¼ of Section 36
- E ½ SW ¼ NW ¼ of Section 36
- NW ¼ SW ¼ NW ¼ of Section 36
- Se ¼ SW ¼ SW ¼ NW ¼ of Section 36
- S ½ SW ¼ NW ¼ NW ¼ of Section 36
- NW ¼ SW ¼ NW ¼ NW ¼ of Section 36

Containing 440.0 acres.

**EXHIBIT B**

Access to easement by road right-of-way.



NAME / ADDRESS	CLASS	ASSESSED VALUE	EQUALIZED VALUE	LOCAL BOARD	COUNTY BOARD	STATE BOARD	EXEMPT AMOUNT	ACRES	UNITS
-----									
PARCEL: 10.56.35.1000									
DEEDHOLDER NAME	-----	DISTRICT: 10454	SCHOOL: 45-4	STR: 35	125	56	FORT TOWNSHIP		
JENSEN, DOUGLAS	AG-A	18,959						30.00	
	TOTAL	18,959						30.00	
FO BOX 486		S1/2SE1/4NE, S1/2N1/2SE1/4NE							
BRITTON SD									
		57430-0485							
-----									
PARCEL: 10.56.35.4000									
DEEDHOLDER NAME	-----	DISTRICT: 10454	SCHOOL: 45-4	STR: 35	125	56	FORT TOWNSHIP		
JENSEN, DOUGLAS	AG-A	190,396						159.99	
	TOTAL	190,396						159.99	
FO BOX 486		SE1/4 EXC HWY							
BRITTON SD									
		57430-0486							
-----									
PARCEL: 10.56.36.2000									
DEEDHOLDER NAME	-----	DISTRICT: 10455A	SCHOOL: 45-5	STR: 36	125	56	FORT TOWNSHIP		
JENSEN, DOUGLAS	AG-A	67,495						80.00	
	TOTAL	67,495						80.00	
FO BOX 488		S1/2NW							
BRITTON SD									
		57430-0488							
-----									
PARCEL: 10.56.36.3000									
DEEDHOLDER NAME	-----	DISTRICT: 10455A	SCHOOL: 45-5	STR: 36	125	56	FORT TOWNSHIP		
JENSEN, DOUGLAS	AG-A	41,205						80.00	
	TOTAL	41,205						80.00	
FO BOX 488		N1/2SW							
BRITTON SD									
		57430-0488							
-----									
PARCEL: 10.56.36.4000									
DEEDHOLDER NAME	-----	DISTRICT: 10455A	SCHOOL: 45-5	STR: 36	125	56	FORT TOWNSHIP		
JENSEN, DOUGLAS	AG-A	30,936						40.00	
	TOTAL	30,936						40.00	
FO BOX 486		N1/4SE							
BRITTON SD									
		57430-0488							