**Conservation Easement Subordination Clause for Mortgages**

1. **[Insert this section unless the property is not subject to any mortgage or Deed of Trust: *LIENS***

At the time of conveyance of this Easement, the Protected Property is subject to that certain Mortgage or Deed of Trust dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, which was recorded under Auditor's File No. \_\_\_\_\_\_\_\_\_\_\_ (“Mortgage” or “Deed of Trust”). The beneficiary of the Mortgage or Deed of Trust has agreed by separate instrument **{***substantially in the form of the instrument attached hereto as Exhibit E***}**, which will be recorded concurrently with this Easement, to subordinate its rights in the Protected Property to this Easement to the extent necessary to permit Grantee to enforce the Purpose of the Easement **{insert one of the following: (i)** *in perpetuity* or **(ii)** *for a term of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* {identify term, at least twenty-five years} *years***}** and to prevent any modification or extinguishment of this Easement by the exercise of any rights of the beneficiary under the Mortgage or Deed of Trust.Notwithstanding anything to the contrary in this Easement, the Parties agree that any and all liens (consensual or non-consensual, judicial or non-judicial) arising from non-performance of the obligations of Grantor under this Easement and charged to Grantor by Grantee **[***or Co-Grantee***]** or by a third party beneficiary under this Easement, shall be subordinate, junior and subject to the Mortgage or Deed of Trust. This Section shall be binding upon the Parties hereto **{insert one of the following: i)** *and upon the intended third party beneficiary, RCO***; or ii)** *and upon the intended third party beneficiaries, RCO and NRCS***}**.

**EXHIBIT E**

**Subordination Agreement**

When recorded return to:

Grantor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Grantee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Description

 Abbreviated form: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Additional legal at Exhibit A.

Assessor's Tax Parcel Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Reference number(s) of related/assigned/released documents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Reference(s) to document(s) appears on page(s) \_\_\_\_\_\_\_\_\_

**SUBORDINATION AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER INSTRUMENT.

 The undersigned subordinator agrees as follows:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Subordinator") is the owner and holder of a mortgage dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_, which was recorded under Auditor's File No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, records of \_\_\_\_\_\_\_\_\_\_\_\_ County;

2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Easement Holder") is the holder of a conservation easement dated \_\_\_\_\_\_\_\_\_\_\_\_, 200\_, executed by **[***("Owner")* **or** *(“Owners”)***]** (as hereinafter defined) which will be recorded concurrently with this Subordination Agreement;

3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **[***husband and wife,***]** **[***("Owner")* **or** *(“Owners”)***] [***is the* owner **or** *are the owners*] of all the real property described in the conservation easement identified above in Paragraph 2.

4. In consideration of benefits to Subordinator from **[***("Owner")* **or** *(“Owners”)***]**, receipt and sufficiency of which is hereby acknowledged, the Subordinator does hereby unconditionally subordinate the lien of the mortgage identified above in Paragraph 1 to the conservation easement identified above in Paragraph 2.

5. This Agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the mortgage first above mentioned to the conservation easement in favor of Easement Holder above referred to and shall supersede and cancel any prior agreements as to such, or any subordination including, but not limited to, those provisions, if any, contained in the mortgage first above mentioned, which provided for the subordination of the lien or charge thereof to a mortgage to be thereafter executed.

6. The heirs, administrators, assigns and successors in interest of the Subordinator shall be bound by this agreement. Where the word mortgage appears herein it shall also be considered as deed of trust, and gender and number of pronouns considered to conform to undersigned.

 Executed this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 200\_.

SUBORDINATOR SUBORDINATOR

(Name) (Name)

STATE OF WASHINGTON )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_ )

 I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Notary Public Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(Use this space for notarial stamp/seal)

STATE OF WASHINGTON )

 ) ss.

COUNTY OF \_\_\_\_\_\_\_ )

 I certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

 Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Notary Public Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

(Use this space for notarial stamp/seal)