

SUBORDINATION AGREEMENT AND LIMITED LIEN WAIVER

This Subordination Agreement and Limited Lien Waiver, effective _____ is signed by _____ "Subordinating Party" who hereby grants, to the extent specified in Part II of this document, the following subordination and limited lien waiver to the Compatible Lands Foundation, Inc. The property described below is encumbered with a conservation easement.

This easement is located in the County of Christian and the State of _____ and is identified as follows:

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

SEE ATTACHED EXHIBIT A (LEGAL DESCRIPTION)

PART I - GENERAL TERMS

A. Purposes. This Subordination Agreement and Limited Lien Waiver is required by the Compatible Lands Foundation, Inc. in connection with its acquisition of an easement over the property described above to ensure that the easement area is maintained to promote agricultural functions and values.

B. 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 conservation easement.

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 Compatible Lands Foundation, Inc. for the same property which is conveyed to the Compatible Lands Foundation, Inc. in the easement; (2) acknowledges that the property which contains the easement area is burdened by the right of access granted to the Compatible Lands Foundation, Inc. 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 Compatible Lands Foundation, Inc. may make payments in connection with the conservation easement 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 Compatible Lands Foundation, Inc.

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 Compatible Lands Foundation, Inc. and its assigns of any kind.

Signature Authorizing Rep. of Sub. Party

Date

Title

State of _____)

) ss.

County of _____)

On this _____ day of _____ 2008, _____, known to me to be the persons whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of _____, and acknowledged that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date written above.

(SEAL)

Notary Public for the State of _____

My commission expires _____

Exhibit A

(Property Description)