

MTC 71651-KR

AGREEMENT FOR EASEMENT

THIS AGREEMENT, Made and entered into this 25th day of October, 2005,
By and between

Mark Winekoff

Hereinafter called the first party, and Kenneth J. Catanzarite,
hereinafter called the second party;

WITNESSETH:

WHEREAS: The first party is the record owner of the following described real estate in Klamath County,
State of Oregon, to-wit: **The SE 1/4 of the SW 1/4 of the SW 1/4 of Section 36 T36S
R11E WM, Klamath County, Oregon**

And has the unrestricted right to grant the easement hereinafter described relative to the real estate;

NOW THEREFORE, in view of the premises and in consideration of One Dollar (\$1) by the second party to
the first party paid and other valuable considerations, the receipt of all of which hereby is acknowledged by the
first Party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

A non-exclusive easement for egress, ingress and utilities over and across the
southerly 25.00 feet of the above described property.

AGREEMENT FOR EASEMENT

Between

Mark Winekoff

8610 Santa Rosa Rd.

Atascadero, CA 93422

And

Kenneth J. Catanzarite

2331 W. Lincoln Ave.

Anaheim, CA 92801

After recording return to:

Kenneth J. Catanzarite

2331 W. Lincoln Ave.

Anahein, CA 92801

STATE OF OREGON,

County of Klamath

ss

I certify that the within instrument Was
record on the ___ day of

2005 at ___ o'clock ___ M., and recorded in
book/reel/volume no ___ on
page ___ or as fee/file/instrument/microfilm/
reception No ___, Record of
___ of said county.

Witness my hand and seal of county affixed.

Title

By _____, Deputy

36.00

The second party shall have all rights of ingress, egress to and from the real estate and for the placement of utilities (including the right from time to time, except as hereinafter provided, to cut trim and remove trees, brush, overhanging branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above described real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for perpetuity, always subject, however, to the following specific conditions, restrictions and considerations.

During the existence of this easement, maintenance of the easement and costs of repair of the easement to the extent as required for the second party's use of the easement shall be the responsibility of the second party.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only to the immediate parties hereto but also to their representatives, executors, administrators and successors in interest.

In construing this agreement, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this agreement shall apply equally to individuals and to corporations.

IN WITNESS WHEREOF, the parties have hereunto set their hands on this, the day and year first hereinabove written.

MARK CHARLES WINEKOFF

Mark Charles Winekoff

First Party

HEMMET J. CAPTAN ZARITS

[Signature]

Second Party

STATE OF: CALIFORNIA
County of: SAN LUIS OBISPO

SS.

This instrument was acknowledged before me
on OCT. 25th, 2005, by Richard Bastian

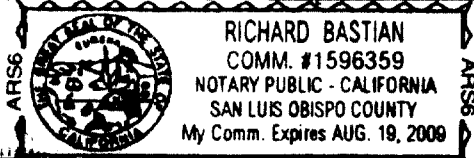
Notary Public as

of

[Signature]

Notary Public for

My commission expires AUG. 19th 2009



STATE OF
County of

SS.

This instrument was acknowledged before me
on November 1, 2005, by

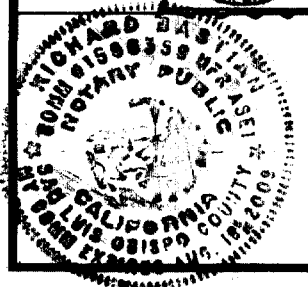
as

of

Notary Public

My commission expires

*Please see attached
acknowledgment*



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

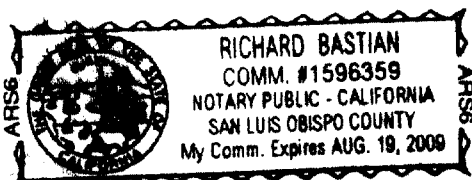
State of CALIFORNIA

County of SAN LUIS OBISPO

On OCT. 25th 2005 before me, RICHARD BASTIAN - NOTARY PUBLIC,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared MARK CHARLES WINEKOFF,
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.

Richard Bastian
Signature of Notary Public

OPTIONAL

Although 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: AGREEMENT FOR EASEMENT

Document Date: OCT. 25th 2005 Number of Pages: "ONE"

Signer(s) Other Than Named Above: SD

Capacity(ies) Claimed by Signer(s)

Signer's Name: MARK CHARLES WINEKOFF

- ☐ Individual
☐ Corporate Officer
Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

HEMSELF

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

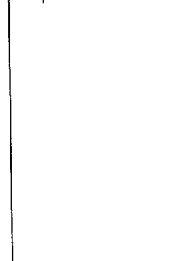


Signer's Name: _____

- ☐ 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



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

On November 1, 2005

Date

before me,

Jenifer H. de Vera, Notary Public

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

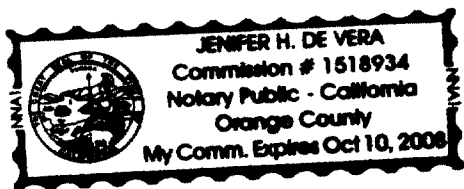
personally appeared

Kenneth J. Catanzarite

Name(s) of Signer(s)

☒ personally known to me

☐ 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.



Place Notary Seal Above

WITNESS my hand and official seal.

Jenifer H. de Vera
Signature of Notary Public

OPTIONAL

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Description of Attached Document

Title or Type of Document: Agreement for Easement

Document Date: October 25, 2005

Number of Pages: 1

Signer(s) Other Than Named Above: Ø

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Catanzarite

☒ 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



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

