

2022-006257

Klamath County, Oregon

05/17/2022 08:56:01 AM

Fee: \$92.00

This Space Provided for Recorder's Use:

When Recorded Return to:

MV REALTY OF OREGON, LLC

219 Dixie Blvd

866-381-1294

Attn: Amanda J. Zachman

(signature)

MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT

THIS MEMORANDUM OF MVR HOMEOWNER BENEFIT AGREEMENT (this "Memorandum, dated as of the Effective Date, is by and between Grantor Luanne D. Dunning, herein called "Property Owner", whose address is 11489 Harpold Rd, Klamath Falls, OR, 97603, and Grantee MV REALTY of OREGON LLC, a OREGON limited liability company, and/or its assigns or designees, herein called "Company", whose address is 219 N. Dixie Blvd, Delray Beach, FL, 33444.

WITNESSETH:

0. That by that certain MVR Homeowner Benefit Agreement, dated as of Effective Date (the "Agreement") by and between Company and Property Owner, Property Owner has agreed to grant Company the exclusive right to act as listing agent for any sale of the Property Owner's property should the Property Owner decide to sell such property during the term of the Agreement, which property is legally described as follows (the "**Property**"):

PARCEL 1: The S1/2 of the N1/2 of the SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. EXCEPTING THEREFROM: Beginning at the Southwest corner of said N 1/2 SW 1/4; thence North along the West line of Section 8, a distance of 396 feet; thence East parallel to the South line of Section 8, a distance of 660 feet; thence South parallel to the West line of said Section 8, distance of 396 feet; thence West along the South line of said N 1/2 SW 1/4, a distance of 660 feet to the point of beginning. PARCEL 2: A portion of the N 1/2 SW 1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at the Southwest corner of said N 1/2 SW 1/4, thence North along the West line of Section 8, a distance of 396 feet; thence East parallel to the South line of said Section 8, a distance of 660 feet; thence South parallel to the West line of said Section 8, a distance of 396 feet; thence West along the South line of said N 1/2 SW 1/4 a distance of 660 feet to the point of beginning. TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS OF RECORD: A strip of land 20 feet in width lying parallel with and immediately adjacent to the Easterly boundaries of Lot 17 and the E 1/2 of the SE 1/4 of Section 1 and the NE 1/4 of NE 1/4 and the Northerly 7 rods of the SE 1/4 of the NE 1/4 of Section 12, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon. A strip of land, 20 feet in width lying parallel with and immediately adjacent to the Northerly boundaries of Lots 17 and 18 in Section 1, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, extending from the Easterly boundary of right of way of the Bonanza Malin Highway to the Easterly boundary line of said Section 1 a distance of approximately. A 30 foot easement along the North boundary of the S 1/2 of Section 7, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon. (Affects Parcel 1) A non-exclusive easement 10 feet wide for the purpose of installing and maintaining a water pipeline, recorded in Volume M77, page 22383 and also in Volume M77, page 22385, Microfilm Records of Klamath County, Oregon. Also a non-exclusive easement to use a strip of land 30 feet wide along the West side of the N 1/2 of the SW 1/4 of Section 8, as recorded in Volume M77, page 22379 and also in Volume M77, page 22381, Microfilm Records of Klamath County, Oregon. (Affects Parcel 2)

R-4012-00000-02500-000

11489 Harpold Rd, Klamath Falls, OR, 97603

1. The term of the Agreement began on the Effective Date (the "Commencement Date") and expires on the earlier of: (i) the date the Property is sold in accordance with the Agreement, and (ii) the date that is forty (40) years after the Commencement Date (the "Term"), unless otherwise terminated in accordance with its terms.
2. This instrument does not alter, amend, modify or change the Agreement in any respect. It is executed by the parties solely for the purpose of recordation in the Public Records of Klamath County, Oregon, and it is the intent of the parties that it shall be so recorded and shall give notice of, and confirm the, Agreement and all of its terms to the same extent as if all the provisions of the Agreement were fully set forth herein, including, without limitation, that the obligations of Property Owner under the Agreement constitute covenants running with the land and shall bind future successors-in-interest to title to the Property. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings ascribed to them in the Agreement.
3. There may be amounts due and owing to Company, and prior to any deed transfer or conveyance, confirmation from Company on amounts due must be obtained by the title company or third party closing agent.

[Remainder of page intentionally left blank. Signatures on the following pages.]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed as of the date first written above.

PROPERTY OWNER(S):

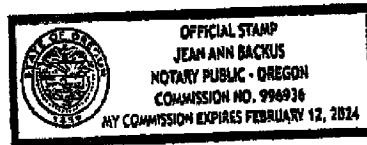
By: Luanne D. Dunning
Name: Luanne D. Dunning

Date: 04-22-2022
STATE OF OREGON)

COUNTY OF Klamath) ss:

This record was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 22 day of April, 2022, by Luanne D. Dunning, who is personally known to me or who has produced Birth Certificate and Social Security Card as identification

[NOTARIAL SEAL]



Jean Ann Backus
Print Name: Jean Ann Backus
Notary Public, State of Oregon
Commission #: 996936
My Commission Expires: February 12, 2024

MV REALTY of OREGON, LLC

By: Carla Luehli P.O.A
Name: Amanda J. Zachman, Officer
Date: 04/26/2022
STATE OF Florida)

COUNTY OF PALM BEACH) ss:

This record was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26 day of April, 2022, by Amanda J. Zachman, who is an Officer of MV Realty of Oregon, LLC who is personally known to me or who has produced Carla Luehli P.O.A as identification.

[NOTARIAL SEAL]



Leibeth Morilla
Signature: Leibeth Morilla
Print Name: Leibeth Morilla
Notary Public, State of Florida
Commission #: HH 081704
My Commission Expires: 01/18/2025