

2024-010707

Klamath County, Oregon



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12/11/2024 10:39:12 AM

Fee: \$107.00

After Recording Return to:

Melvin D. Ferguson  
Attorney at Law  
514 Walnut Ave.  
Klamath Falls, OR 97601

Returned at Counter

## RIGHT OF FIRST REFUSAL

Date: December 2, 2024

Owner: Estate of Maureen Carol Moore aka  
Maureen C. Moore-Klahn

Grantees: Michael C. Moore  
Julie A. Hanson  
Robert C. Moore  
John C. Moore  
Laura M. Koppy  
Linda L. Young

## RECITALS

A. The Estate of Maureen Carol Moore aka Maureen C. Moore-Klahn, Klamath County Circuit Court Case No. 23PB06402 ("Estate of Maureen C. Moore") is the owner of certain real property located in Klamath County, Oregon, more specifically described on the attached Exhibit A which is by reference incorporated herein, commonly known as 27705 Rocky Point Rd., Rocky Point, Oregon (the "Rocky Point Cabin").

B. The Rocky Point Cabin, by the last Will of Maureen C. Moore is specifically devised to John C. Moore and Michael C. Moore in equal shares as tenants in common.

C. Pursuant to a Family Agreement dated June 25, 2024, duly filed in the proceedings for the Estate of Maureen C. Moore, the heirs and devisees of Maureen C. Moore, have agreed to discount the value of the Rocky Point Cabin for purposes of equalizing the distribution of the estate assets.

D. In consideration thereof the Estate of Maureen C. Moore agrees to record this Right of First Refusal in the property records of Klamath County, Oregon on behalf of the estate prior to the transfer of the Rocky Point Cabin by deed to John C. Moore and Michael C. Moore, as tenants in common.

1. Right of First Refusal. John C. Moore and Michael C. Moore may sell their interest in the Rocky Point Cabin to the other without requiring them to institute the right of first refusal. Except as otherwise provided herein, neither John C. Moore nor Michael C. Moore nor their respective estates may transfer their interest in the Rocky Point Cabin to their spouse nor to any third party. Any transfer by John C. Moore and/or Michael C. Moore of their respective interest in the Rocky Point Cabin without consideration (e.g. by inheritance) shall be to one or more of their respective lineal descendants. John C. Moore and Michael C. Moore agree to not sell grant an option to purchase, lease or otherwise dispose of the Rocky Point Cabin or interest in the Rocky Point Cabin for consideration to their spouse or to a third party (including lineal descendants of Grantee(s) without first offering the Rocky Point Cabin to Grantees. The offer of the Right of First Refusal is limited to the named Grantees during their lifetime. The purchase price shall be equivalent to a bonafide third party offer; the appraised value by an independent appraiser selected by buyer and seller or as appointed by the court; or for a mutually agreed price by buyer and seller, whichever is more. The restrictions herein shall apply to and be enforceable against any subsequent owner of the Rocky Point Cabin including Grantees and lineal descendants of Grantee(s) unless the Rocky Point Cabin has already been transferred to a non-lineal descendant(s) of said named individuals consistent with having been offered the Right of First Refusal and said offer being declined.

2. Expiration of Right of First Refusal. The Right of First Refusal granted, if not terminated as provided above, shall sunset or expire on the death of Julie A. Hanson, Robert C. Moore, Linda L. Young, Laura M. Koppy, Michael C. Moore and John C. Moore or thirty (30) years from the death of Maureen C. Moore, to wit June 8, 2023, whichever first occurs.

3. Exercise of Right of First Refusal. Grantee(s) shall exercise the Right of First Refusal as follows:

A. Except as provided in Section 1 above, if an Owner/Grantee or lineal descendant of an Owner/Grantee receives from a third party (the "Third Party Offeror") a bonafide offer to purchase the Rocky Point Cabin, or part of it, or an interest in it, or if Owner/Grantee desires to transfer his or her estate's interest to his spouse, then the Grantee or lineal descendant of Grantee or said individual's representative shall give then surviving Grantees written notice ("Notice") of the price, terms and conditions of the offer and deliver a copy of the executed contract evidencing the offer or court order authorizing a transfer (the "Offer") to the surviving Grantees.

B. When surviving Grantees receive the Notice and a copy of the Offer, surviving Grantees or each of them, shall have the prior and preferential right to purchase the Rocky Point Cabin (or the part of or interest in the Rocky Point Cabin covered by the Offer, as the case may be), as provided by Section 1 above, except that if surviving Grantees collectively or individually exercise the Right of First Refusal by electing to purchase the Rocky Point Cabin then the Closing of the transaction contemplated by the Offer shall take place no earlier than 90 days after the date surviving Grantee(s) elect to exercise the Right of First Refusal.

C. Surviving Grantee(s) shall have 60 days from the date that surviving Grantee(s) receives the Notice and a copy of the Offer to notify Seller/Transferor whether surviving Grantee(s) elects to purchase the Rocky Point Cabin pursuant to the terms of the Offer or as otherwise allowed pursuant to Section 1 herein. If Grantee(s) elect to exercise her/his right to purchase the Rocky Point Cabin, then, in addition to giving Seller/Transferor written notice of his/her election within the 60-day period, surviving Grantee(s) also shall tender an amount equal to the earnest money deposit, if any, specified in the Offer or five percent (5%) of the purchase price whichever is more.

D. If surviving Grantee(s) fails to timely exercise his/her right to purchase the Property pursuant to the terms of this Right of First Refusal, then Seller/Transferor shall be entitled to sell the Rocky Point Cabin according to the terms of the Offer to the Third-Party Offeror, subject to the terms of subparagraph E. below.

E. If Surviving Grantee(s) fails to timely exercise her/his right to purchase the Rocky Point Cabin pursuant to the terms of this Right of First Refusal, and for any reason Seller/Transferor shall not sell or convey the Rocky Point Cabin to the Third-party Offeror on the terms contained in the Offer within six months of surviving Grantee(s) election to purchase, then Seller/Transferor must resubmit the Offer as well as any other offer to surviving Grantee(s) before selling the Rocky Point Cabin, and such offers shall be subject to surviving Grantee(s)' right of first refusal under this Right of First Refusal.

4. Notices. All notices required or permitted to be given under this Right of First Refusal shall be in writing and shall be deemed given and received five (5) days after deposit in the United States Mail, certified or registered form, postage prepared, return requested, addressed as follows:

Michael C. Moore  
314 S. 7th St. PMB 186  
Klamath Falls, OR 97601-6120

Julie A. Hanson  
2781 Saint Lucia St.  
Eugene, OR 97408

Robert C. Moore  
1980 Tiffany St.  
Klamath Falls, OR 97601

John C. Moore  
28251 Pittsburg Rd.  
Saint Helens, OR 97051

Laura Marie Koppy  
2846 Arant Place  
Klamath Falls, OR 97603

Linda L. Young  
4610 Altura St.  
Eugene, OR 97404

Notice given in any other manner shall be effective when it is received by the party for whom it is intended. Any party may change her/his address by giving 10 days' advance notice to the other parties.

4. Governing Law. This Right of First Refusal shall be construed and enforced in accordance with the laws of the State of Oregon.

5. Restriction on Assignment. This Right of First Refusal is personal to Grantees, and Grantees shall not assign or otherwise transfer Grantees' right under this Right of First Refusal.

6. Headings. The captions and headings used in this Right of First Refusal are for reference only and shall not be construed to define or limit the scope or content of this Right of First Refusal.

7. Recording. The parties hereto agree to record this Right of First Refusal in the property records of Klamath County, Oregon.

8. Entire Agreement. This Right of First Refusal contains the final and entire understanding between Grantees with respect to this subject matter and is intended to be an integration of all prior negotiations and understandings. Grantees shall be bound by all terms, conditions, statements, warranties, or representations contained in this Right of First Refusal and the Family Agreement referenced in Recital C above. No change or modification of this Right of First Refusal shall be valid unless it is in writing and is signed by all Grantees. To the extent the language of this Right of First Refusal conflicts with the Family Agreement the Family Agreement shall control, subject to the court's order.

9. Waiver. The failure by any party to enforce any right under this Right of First Refusal shall be deemed to be a waiver of that right only by that party, but shall not otherwise affect the enforceability of all other provisions of this Right of First Refusal.

10. Attorney Fees. If litigation is instituted with respect to this Right of First Refusal, the prevailing party shall be entitled to recover from the losing party, in addition to all other sums and allowable costs, its reasonable attorney fees, both in preparation for a trial and any appeal or review, such amount to be set by the court that hears the matter.

11. Pronouns. With respect to any pronouns used herein, each gender used shall include the other gender and the singular and the plural, as the context may require.

12. Time Is of the Essence. Time is of the essence regarding this document.

13. Authority to Execute. Each person executing this document on behalf of Estate of Maureen D. Moore his or her authority to do so.

14. Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN

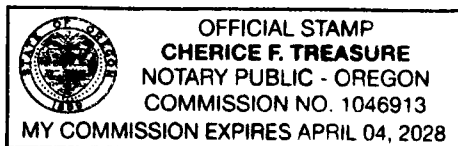
FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, ORS 195.301 AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855, SECTIONS 2 TO 9 AND 17, AND OREGON LAWS 2010, CHAPTER 8, SECTIONS 2 TO 7. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR ORS 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, ORS 195.301 AND ORS 195.305 TO 195.336 AND OREGON LAWS 2007, CHAPTER 424, SECTIONS 5 TO 11, OREGON LAWS 2009, CHAPTER 855.

Submitted By: Estate of Maureen C. Moore

By: Laura M. Koppy  
Laura M. Koppy, Co-Personal Representative

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

This instrument was acknowledged before me on December 10, 2024, by Laura M. Koppy, Co-Personal Representative for the Estate of Maureen Carol Moore aka Maureen C. Moore-Klahn.



Cherice F. Treasure  
Notary Public for Oregon  
My commission expires: 4-4-2028

## **EXHIBIT A**

A tract of land situate in Lot 4, Section 2, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Township line between Section 2, Township 36 South, Range 6 East of the Willamette Meridian, and Section 35; Township 35 South, Range 6 East of the Willamette Meridian; said point being a witness corner marked by an iron pin with a brass cap and being situate 699.6 feet Easterly of the Section corner common to Sections 2 and 3, Township 36 South, Range 6 East of the Willamette Meridian, and Sections 34 and 35, Township 35 South, Range 6 East of the Willamette Meridian; thence from point of beginning herein described, Easterly along said Township line 40 feet to a point; thence South 5 degrees 36 ½' East 150.0 feet to a point; thence North 65 degrees 56' West 365.6 feet to a point of intersection with the township line; thence Easterly along said Township line 278.8 feet, more or less to the point of beginning.

SUBJECT TO: All those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any.

Property ID No.: R307830 / Tax Account No. R3606-002BB-00100

More commonly known as 27705 Rocky Point, Road, Klamath Falls.