

18-50

CONSENT TO SUBLEASE

1 This Supplemental Agreement, made this 30th day of August, 1977, between
2 SWAN LAKE MOULDING COMPANY, an Oregon Corporation, herein referred to as Lessor,
3 and TERENCE L. BOYER and PATRICIA E. BOYER, husband and wife, herein referred to
4 as Lessees and Sub-Lessors, and as the Boyers; and VERNON D. LEHMAN and LORETTA
5 V. LEHMAN, husband and wife, herein referred to as the Lehmans, Sub-Lessees and
6 Sub-Lessors; and CLOYCE E. BARNES and SUE B. BARNES, husband and wife, herein
7 referred to as the Barnes, Sub-Lessees and Sub-Lessors;

WITNESSETH:

10 Swan Lake Moulding Company and the Boyers on March 30, 1970, entered into a
11 Lease by which Swan Lake Moulding Company has demised to Lessees the right and
12 privilege of occupying and using for the purpose of operating a Mobile Home Park,
13 Swan Lake Moulding Company's property described as follows:

14 Beginning at an iron axle on the Northerly right of way line of Shasta Way,
15 which marks the Southeast corner of "Elm Park Subdivision", and which iron
16 axle also lies North 89°08' East along the section line a distance of
17 2370.3 feet and North 0°49' West a distance of 15.0 feet from the iron pin
18 which marks the Southwest corner of Section 34, Twp. 38 S., R. 9, E.W.M., in
19 Klamath County, Oregon, and running thence: Continuing North 89°08' East
20 along the Northerly right of way of Shasta Way a distance of 232.0 feet to
21 an iron pipe; thence North 0°49' West parallel to the East line of "Elm Park"
22 a distance of 116.0 feet to an iron pipe; thence North 89°08' East 60.0
23 feet to an iron pipe; thence North 0°49' West 184.0 feet to an iron pipe;
24 thence North 89°08' East 5.0 feet to an iron pin; thence North 1°17' East
25 a distance of 372.0 feet to an iron pin which lies on the Southerly right
26 of way line of the U.S.R.S. "A" Canal; thence North 50°26' West along
27 Course "E" following the Southerly right of way line of the U.S.R.S. "A"
28 Canal a distance of 406.4 feet to an iron pin which lies on the East line
29 of "Elm Park" extended Northerly; thence South 0°49' East along the East
30 line of "Elm Park" and its extension, a distance of 935.4 feet, more or
31 less, to the point of beginning; said tract containing 5.35 acres, more
32 or less, of land in Enterprise Tracts No. 26 and 22A, situated respect-
ively in the SE¼ of the SW¼ and the SW¼ of the SE¼ of Section 34, Twp.
38 S., R. 8, E.W.M., Klamath County, Oregon.

Subject to: All existing contracts for irrigation and/or drainage with
the U.S.R.S. and the K.I.D.; and rights of way for irrigation ditches
and drainage ditches; to rules, regulations and assessments of the South
Suburban Sanitary District within which district said land is situated;
to an easement until June 8, 1974, over the 15 feet of said land adjoin-
ing Course "E" for passage of livestock belonging to W. M. Raymond.

A copy of said Lease is attached hereto and marked as Exhibit A.

On or about December 1, 1975, Terence L. Boyer and Patricia E. Boyer assigned
their interest in said Lease to Vernon D. Lehman and Loretta V. Lehman with the
consent of Swan Lake Moulding Company to said assignment.

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1 On or about November 30, 1976, Vernon D. Lehman and Loretta V. Lehman, hus-
2 band and wife, sub-leased said real property to Barnes with the consent of Swan
3 Lake Moulding Company.

4 Barnes desire to lease said premises to E. W. Kittell and Barbara S. Kittell,
5 Trustees under a Trust Agreement dated August 27, 1976, and desire to have the
6 Lease extended to March 31, 2008.

7 A provision of the Lease specifies that Lessees shall not assign this Lease
8 nor permit any other persons to use these premises, except with the written con-
9 sent of Swan Lake Moulding Company.

10 That Barnes, Sub-Lessees and Sub-Lessors, desire to sublease these premises
11 to E. W. Kittell and Barbara S. Kittell, husband and wife.

12 Swan Lake Moulding Company specifically consents to the sublease as provided
13 herein;

14 IN CONSIDERATION OF THE MUTUAL COVENANTS contained herein, the parties agree
15 as follows:

16 Swan Lake Moulding Company hereby consents to the sub-letting of these premi-
17 ses, and to the extension of the Lease to March 31, 2008, for the purpose of
18 operating a Mobile Home Park thereon.

19 Lessees and Sub-Lessors and Sub-Lessees shall remain bound to Swan Lake
20 Moulding Company for all the obligations assumed by Lessees in the basic Lease
21 of March 30, 1970, as extended, except for the Sub-Lease consented to hereby;
22 and Lessees hereby assume the further obligation to Lessor to be liable to Swan
23 Lake Moulding Company for the performance on the part of Sub-Lessees of all the
24 terms and conditions in this Lease on the part of the Lessees to be kept and
25 performed.

26 All Sub-Lessees shall be obligated to perform all terms and conditions of
27 the basic Lease, except payment of rental. The payments of rental provided in
28 the Lease shall continue to be made by Lessees to Terence L. Boyer and Patricia
29 E. Boyer.

30 Sub-Lessees will perform and be bound by all of the provisions of this Lease,
31 except the provisions to pay rent to Swan Lake Moulding Company, as if said Sub-
32 Lessees were the Lessees named in the basic Lease of March 30, 1970.

GANONG & SISEMORE
Attorneys at Law
540 Main Street
KLAMATH FALLS, ORE.
97601

503/882-7228

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1 E. W. Kittell and Barbara S. Kittell shall construct a fence meeting the re-
2 quirements for a Mobile Home Park fence on the true West boundary line of the
3 above-described property.

4 Swan Lake Moulding Company shall be furnished with a signed copy of the Lease
5 Agreement and Contract of Sale between Cloyce E. Barnes and Sue B. Barnes, hus-
6 bard and wife, and E. W. Kittell and Barbara S. Kittell, husband and wife.

7 Swan Lake Moulding Company shall be furnished with a signed copy of the Con-
8 sent to Sublease by all prior Lessees.

9 Swan Lake Moulding Company shall be furnished with a Public Liability and
10 Property Damage Insurance Policy and shall be advised of any changes or cancel-
11 lations of the same.

12 Lessees shall pay the costs of Swan Lake Moulding Company's attorney's fees
13 incurred in this matter.

14 The Lease Agreement of March 30, 1970, shall be extended to March 31, 2008,
15 under all the same terms and conditions as in the original Lease Agreement,
16 including but not limited to Paragraph 2, Page 2, and the right of Lessees to
17 terminate six months prior to March 31, 2000 and March 31, 2005.

18 IN WITNESS WHEREOF, the parties hereto have executed this consent and sup-
19 plemental agreement on the day and year first herein written.

20 SWAN LAKE MOULDING COMPANY

21 By *Terence L. Boyer*
22 President

23 By *Patricia E. Boyer*
24 Secretary

Terence L. Boyer
Terence L. Boyer

Patricia E. Boyer
Patricia E. Boyer

Vernon D. Lehman
Vernon D. Lehman

Loretta V. Lehman
Loretta V. Lehman

Cloyce E. Barnes
Cloyce E. Barnes

Sue B. Barnes
Sue B. Barnes

E. W. Kittell
E. W. Kittell

Barbara S. Kittell
Barbara S. Kittell

25
26
27
28 Return to: MTC
29 TAX STATEMENTS to:
30 E.W. KITTELL
31 3240 G San Amadeo
32 Laguna Hills, CA 92653

GANONG & SISEMORE
Attorneys at Law
540 Main Street
KLAMATH FALLS, ORE.

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of
SEPTEMBER A.D., 19 77 at 12:48 o'clock P M., and duly recorded in Vol. M77
of DEEDS on Page 18330.

FEE \$ 69.00

WM. D. MILNE, County Clerk

By *Loretta V. Lehman* Deputy