

50496

Vol. m92 Page 20719

**CONSENT TO ASSIGNMENT OF LEASE  
AND ASSUMPTION AGREEMENT**

This agreement is made this 27<sup>th</sup> day of August, 1992, by and between Frederick D. Ehlers, hereinafter called Ehlers, and Norwin S. Yoffie and Sandra M. Yoffie, individually and as trustees of the Norwin S. Yoffie and Sandra M. Yoffie Living Trust, hereinafter called Yoffie, and Swan Lake Moulding Company, an Oregon corporation, hereinafter "Swan Lake".

**Recitals:**

A. Ehlers and his then wife, Helen A. Ehlers, were lessors and Yoffie were lessees under the terms of a certain indenture lease entered into as of the 22nd of December, 1980, by the terms of which Ehlers and his then wife, as lessors, subleased unto Yoffie, as lessee, the land which Ehlers and his then wife, as lessees, held under a lease dated May 1, 1979, from Swan Lake Moulding Company, an Oregon corporation, which premises are described in Exhibit A attached hereto and this reference made a part hereof.

B. Ehlers has acquired all the right, title and interest of lessors under said lease with Yoffie by virtue of a property settlement agreement dated November 4, 1982, approved by and incorporated in that certain decree of dissolution of marriage entered in the Circuit Court of the State of Oregon for Jackson County wherein Helen A. Ehlers was petitioner and Ehlers was respondent, being case number 82-1873-NJ3.

C. Ehlers has assigned to Yoffie, pursuant to the terms of a certain written agreement among Ehlers, Yoffie and Swan Lake Moulding Company, dated July 1992, the prime ground lease under which Ehlers held said premises.

D. Ehlers and Yoffie have requested that Swan Lake Moulding Company consent to said assignment and allow for the assumption of the obligations of the lease by Yoffie without the discharge of Ehlers as to future obligations due under said lease.

**Terms:**

NOW AND THEREFORE, in consideration of these premises and pursuant to the agreement described in recital C above, Ehlers, Yoffie and Swan Lake Moulding Company agree as follows:

1. Swan Lake Moulding Company hereby consents to the assignment of that certain lease dated May 1, 1979 as described in recital A above to Yoffie.

CONSENT TO ASSIGNMENT OF LEASE  
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2. Swan Lake Moulding Company agrees that as of the effective date of the assignment dated August 1, 1992, the lease is not in default and the payment of rent under the terms of said lease, for purposes of this agreement, is deemed to be current.

3. Ehlers agrees that the assignment and consent thereto of his interest in the lease of May 1, 1979 does not relieve him of future obligations to be performed by the leasee under the terms of said lease.

4. Yoffies agree, except as provided for herein, to assume the obligations under said lease and to perform those obligations as the lessee therein.

5. Swan Lake Moulding Company agrees that for a period of twelve months commencing August 1, 1992 and ending July 31, 1993, the monthly rental payments as provided for in said lease, shall be modified as follows: Yoffie will operate the Jefferson Square Mall as located upon the subject property through Commercial Property Management under similar terms and conditions as said agency has operated the mall to this date. Yoffie and Commercial Property Management as their agent will use their best efforts to keep the mall fully rented under commercially reasonable/rental terms. Yoffie will, from the rents and profits received from the tenants on the mall, for payments accruing on or after July 21, 1992, pay Travelers Insurance Company their mortgage payment in full when due upon that certain mortgage and promissory note dated September 21, 1979, the mortgage being recorded at Volume M79, page 22946, in the mortgage records of Klamath County, Oregon. In addition, Yoffie will pay all real and personal property taxes as they become due on said property and shall not let any property tax installment become delinquent. Yoffie will also pay all obligations of the mall, including, but not limited to operating expenses and those obligations as required under the terms of their agreement with their tenants and in order to operate the mall in a commercially reasonable manner. After the payment of the aforementioned sums, any surplus shall be paid to Swan Lake Moulding Company as rent under the terms of the May 1, 1979 lease. If the sums collected for the operation of the mall by Yoffie are not sufficient to pay Travelers Insurance Company upon said note and mortgage, the property taxes and/or the operating expenses, Yoffie will pay said sums themselves as they become due and shall not be reimbursed therefore except as specified in that certain written agreement dated July 1992 between the parties. Yoffie shall account to Swan Lake Moulding Company for the excess of rents collected by January 15, 1993 and by August 15, 1993 and will pay all sums due on or before said dates. Yoffie will furnish Swan Lake Moulding Company with monthly income and operating expense statements on the mall within 30 days of the end of each month. In addition, Swan Lake Moulding Company, or its representative, shall have the right to inspect and copy all supporting accounting, records and receipts.

In calculating revenues subject to the accounting to determine the amount of ground rent due Swan Lake, only those tenant rents accruing and collected (or collectible) after July 21, 1992 shall be considered.

6. The assignment of this May 1, 1979 lease and the consent thereto of Swan Lake Moulding Company shall in no way affect any existing easements or rights of way for ingress or egress across Swan Lake Moulding Company's property or adjoining property.

7. The provision in paragraph 11 of the lease of May 1, 1979 providing, among other things, for a first right of refusal on behalf of the lessee is hereby terminated in its entirety.

8. Paragraph 13 of the lease of May 1, 1979 is hereby modified to provide that it shall be the obligation of the lessee to pay all taxes and assessment imposed on the subject property when said sum or installment is due.

9. In accordance with the provisions of the agreement referred to in recital C above, if a contract for the sale of the Jefferson Square Mall (land and improvements) shall not have been entered into on or before August 1, 1993, Yoffie shall reassign the lease dated May 1, 1979, to Ehlers. Ehlers shall accept such reassignment and Yoffie shall have no obligation under the terms of said lease with respect to obligations thereafter accruing.

10. This agreement is made and entered into by the parties pursuant to the terms of that agreement among the parties of July 15, 1992, and memorialized by written agreement executed by Yoffie on July 21, 1992, by Swan Lake on July 23, 1992, and by Ehlers on July 23, 1992, in partial performance, and nothing herein contained shall be construed to modify or amend the terms of said agreement.

DATE:

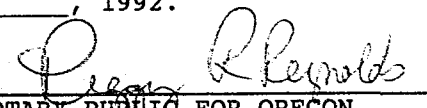
  
FRED EHLERS

STATE OF OREGON           )  
                                  : ss  
County of Klamath        )

The foregoing instrument was acknowledged before me by FRED EHLERS this 14 day of August, 1992.

PEGGY R. REYNOLDS  
NOTARY PUBLIC - OREGON

My Commission Expires \_\_\_\_\_

  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 12-5-92

CONSENT TO ASSIGNMENT OF LEASE  
AND ASSUMPTION AGREEMENT -3- (8-7-92)

## SWAN LAKE MOULDING COMPANY

DATE:

Dorothy Collier  
DOROTHY COLLIER, PRESIDENT

STATE OF OREGON )  
 :ss  
County of Klamath )

The foregoing instrument was acknowledged before me this 9  
day of September, 1992, by Dorothy Collier of Swan lake Moulding  
Company, an Oregon corporation, on behalf of the corporation:

Dick L. Young  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9-21-92

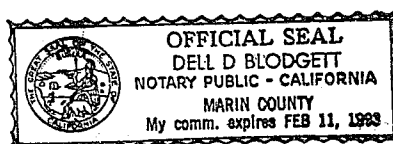
DATE: 8/27/92

Norwin S. Yoffie  
NORWIN S. YOFFIE, Individually

STATE OF CALIFORNIA )  
 :ss  
County of MARIN )

The foregoing instrument was acknowledged before me by NORWIN  
S. YOFFIE this 27<sup>th</sup> day of August, 1992.  
*personally known to me*

Dell D. Blodgett  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: 2/11/93



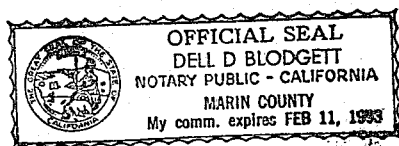
CONSENT TO ASSIGNMENT OF LEASE  
AND ASSUMPTION AGREEMENT -4- (8-7-92)

DATE: 8/27/92

Norwin S. Yoffie  
 NORWIN S. YOFFIE, Trustee for  
 the Norwin S. Yoffie & Sandra  
 M. Yoffie Revocable Inter Vivos  
 Trust

STATE OF CALIFORNIA )  
 :ss  
 County of MARIN )

The foregoing instrument was acknowledged before me by NORWIN  
 S. YOFFIE as trustee for the Norwin S. Yoffie & Sandra M. Yoffie  
 Revocable Inter Vivos Trust this 27<sup>th</sup> day of August,  
 1992. *personally known to me*



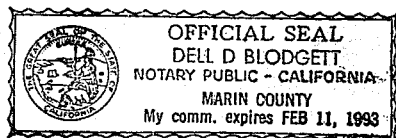
DATE: 8/27/92

Dell D. Blodgett  
 NOTARY PUBLIC FOR CALIFORNIA  
 My Commission Expires: 2/11/93

Sandra M. Yoffie  
 SANDRA M. YOFFIE, Individually

STATE OF CALIFORNIA )  
 :ss  
 County of MARIN )

The foregoing instrument was acknowledged before me by SANDRA  
 M. YOFFIE this 27<sup>th</sup> day of August, 1992.  
*personally known to me*



Dell D. Blodgett  
 NOTARY PUBLIC FOR CALIFORNIA  
 My Commission Expires: 2/11/93

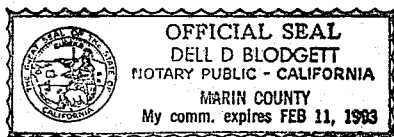
DATE: 8/27/92

*Sandra M. Yoffie*  
 SANDRA M. YOFFIE, Trustee for  
 the Norwin S. Yoffie & Sandra  
 M. Yoffie Revocable Inter Vivos  
 Trust

STATE OF CALIFORNIA )  
 ) ss  
 County of MARIN )

The foregoing instrument was acknowledged before me by SANDRA  
 M. YOFFIE as trustee for the Norwin S. Yoffie & Sandra M. Yoffie  
 Revocable Inter Vivos Trust this 27<sup>th</sup> day of August,  
 1992.

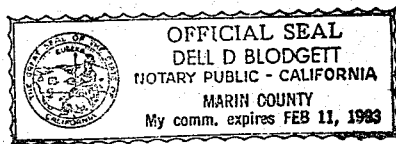
*personally known to me*



*Dell D. Blodgett*  
 NOTARY PUBLIC FOR CALIFORNIA  
 My Commission Expires: 2/11/93

AFTER RECORDING RETURN TO:

James R. Uerlings  
 BOIVIN, JONES, UERLINGS & DIACONI  
 110 North Sixth Street  
 Klamath Falls, Oregon 97601



CONSENT TO ASSIGNMENT OF LEASE  
 AND ASSUMPTION AGREEMENT -6- (8-7-92)

EXHIBIT A.

February 15, 1979

## Legal Description

for

Swan Lake Moulding Company

A Parcel of land lying in the Northwest quarter of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Starting at the Northwest corner of said Section 3; thence S 00° 00' 30" E along the westerly boundary of Section 3 and the center-line of Washburn Way 917.42 feet to the intersection with the present center-line of ~~SIXTH~~ Sixth Street, formerly known as the Dalles-California Highway, recorded bearing S 55° 52' 30" E, at Engineers Station 9 + 17.42 feet on Washburn Way and Engineers Station 16 + 14.37 feet on Sixth Street present center-line, and continuing thence along said boundary and center-line 48.32 feet to Engineers Station 9 + 65.74 feet on South boundary of Sixth Street, which is distant 40 feet at right angles Southwesterly from center-line of Sixth Street at Engineers Station 16 + 41.99 feet; thence S 55° 52' 30" E parallel to said center-line 463.02 feet to the true point of beginning of this description; thence from said true beginning point continuing S 55° 52' 30" E parallel to said center-line 795.36 feet; thence at right angles S 34° 07' 30" W 204.00 feet; thence S 55° 52' 30" E parallel to Sixth Street 145.00 feet; thence at right angles S 34° 07' 30" W 183.50 feet, more or less, to Northerly right-of-way line of the Oregon, California, and Eastern Railroad; thence N 66° 57' 30" W along said line 982.5 feet, more or less, to a point on the Easterly right-of-way line of Washburn Way which is 40.00 feet Easterly of said center-line; thence N 00° 00' 30" W along said right-of-way line 503.39 feet; thence S 55° 52' 30" E 306.22 feet; thence N 34° 07' 30" E 160.00 feet to the true point of beginning, containing 490,400 square feet, more or less (11.258 acres), and being subject to all rights-of-way and/or easements of record or apparent on the premises.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of James R. Uerlings the 11th day  
of Sept. A.D., 19 92 at 9:05 o'clock A.M., and duly recorded in Vol. M92  
of Deeds on Page 20719

Evelyn Biehn County Clerk

By Pauline G. Mullender

FEE \$40.00