

1 TWENTY-FIRST AMENDMENT TO LEASE NO. 22897

2 **22897**

3 THIS TWENTY-FIRST AMENDMENT TO LEASE NO. 22897 is made and
4 entered, in duplicate, as of October 4, 2017, for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting on
6 October 3, 2017, by and between JAN TODD and MICHAEL TODD (jointly referred to as
7 "Lessee") and the CITY OF LONG BEACH, a municipal corporation ("Lessor").

8 WHEREAS, Lessee and Lessor (the "Parties") entered into Lease No. 22897
9 whereby Lessee leased a portion of the former Pacific Electric Right-of-Way property
10 located between 7th Street and Ximeno Avenue ("Premises") from Lessor for the operation
11 of a seasonal Christmas tree lot; and

12 WHEREAS, the Parties hereby desire to extend the Lease for an additional
13 year;

14 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
15 conditions in Lease No. 22897 and herein, the Parties agree as follows:

16 1. Section 2 of Lease No. 22897 is hereby amended in its entirety to
17 read as follows:

18 "2. Term. The term of this Lease for purposes of payment of rent
19 pursuant to Section 4 hereof shall commence at 12:01 a.m. on May 1, 1993. This Lease
20 shall terminate at 11:59 p.m. on December 31, 2017, unless sooner terminated as
21 provided herein. Lessor may extend the term of this Lease for two (2) consecutive
22 additional periods of one (1) year each."

23 2. Section 4.K of Lease No. 22897 is hereby deleted and amended in
24 its entirety to read as follows:

25 "K. For the period from October 1, 2017 through December 31,
26 2017, Lessee shall pay to Lessor a deposit of One Thousand Dollars (\$1,000)
27 upon execution of the Twenty-First Amendment which shall be applied to the
28 lump sum rent in the amount of Four Thousand Three Hundred Ninety-Five

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Dollars (\$4,395.00). Lessee shall pay said rent on or before January 15, 2018, without deduction, setoff, notice or demand.

Lessee may use the Premises shown on Attachment "1" for the seasonal sale of Christmas trees and ancillary items only."

3. Except as expressly amended herein, all of the remaining terms, covenants, and conditions of Lease No. 22897 are ratified and confirmed and shall remain in full force and effect during the duration of this Twenty-First Amendment.

IN WITNESS WHEREOF, the Parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

October 17, 2017

Jan Todd
JAN TODD

10-17- 2017

Michael Gene Todd
MICHAEL GENE TODD

"Lessee"

CITY OF LONG BEACH, a municipal corporation

10/9/ 2017

By *[Signature]*
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Lessor" *Tom Modica*
Assistant City Manager

This Twenty-First Amendment to Lease No. 22897 is approved as to form on 10/30, 2017.

CHARLES PARKIN, City Attorney
By *[Signature]*
Deputy