

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 FIFTEENTH AMENDMENT TO LEASE NO. 22897

2 **22897**

3 THIS FIFTEENTH AMENDMENT is made and entered, in duplicate, as of
4 September 15, 2011, for reference purposes only, pursuant to a minute order adopted by
5 the City Council of the City of Long Beach at its meeting on September 6, 2011, by and
6 between the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and JAN TODD
7 and MICHAEL TODD (jointly referred to as "Lessee").

8 WHEREAS, the parties entered Lease No. 22897 as of April 13, 1993
9 whereby Lessee leased certain premises ("Premises") from Lessor; and

10 WHEREAS, Lessee desires to use the Premises for a limited time to sell
11 pumpkins and Christmas trees and is willing to pay rent during that time; and

12 WHEREAS, the Lease has been amended fourteen times to permit Lessee
13 to sell pumpkins and Christmas trees but each amendment is no longer effective and
14 expired by its own terms;

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

17 1. Section 4 of Lease No. 22897 is hereby deleted and amended in its
18 entirety to read as follows:

19 "K. For the period from October 1, 2011 through December 31,
20 2011, Lessee shall pay to Lessor lump sum rent in the amount of Four
21 Thousand Dollars (\$4,000.00). Lessee shall pay said rent on or before
22 January 15, 2012, without deduction, setoff, notice or demand.

23 Lessee may use the Premises Shown on Attachment "1" for
24 the purpose of selling pumpkins and Christmas Trees. "



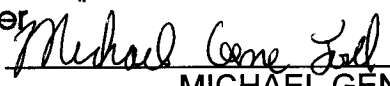
25 2. This Fifteenth Amendment shall terminate by its terms on December
26 31, 2011, without further action or documentation by the parties and the original terms of
27 Lease No. 22897, to the extent inconsistent with this Fifteenth Amendment, shall be
28 effective.

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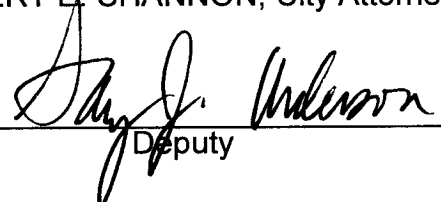
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3. Except as expressly amended herein, all of the remaining terms, covenants, and conditions of Lease No. 22897 are ratified and confirmed and shall remain in full force and effect during the duration of this Fifteenth Amendment.

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.

Lessor: CITY OF LONG BEACH, a municipal corporation
BY:  Assistant City Manager
City Manager
Lessee:  JAN TODD
 MICHAEL GENE TODD
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Fifteenth Amendment to Lease No. 22897 is approved as to form on Sept. 27, 2011.

ROBERT E. SHANNON, City Attorney
By  Deputy



ATTACHMENT 1: PREMISES

