

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

SIXTEENTH AMENDMENT TO LEASE NO. 22897

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THIS SIXTEENTH AMENDMENT is made and entered, in duplicate, as of JUN 25 2012, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on June 19, 2012, by and between the CITY OF LONG BEACH, a municipal corporation ("Lessor"), and JAN TODD and MICHAEL TODD (jointly referred to as "Lessee").

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

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

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

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

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

"K. For the period from October 1, 2012 through December 31, 2012, Lessee shall pay to Lessor lump sum rent in the amount of Four Thousand Dollars (\$4,000.00). Lessee shall pay said rent on or before January 15, 2013, without deduction, setoff, notice or demand.

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

2. This Sixteenth Amendment shall terminate by its terms on December 31, 2012, without further action or documentation by the parties and the original terms of Lease No. 22897, to the extent inconsistent with this Sixteenth Amendment, shall be effective.


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

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

7 Lessor:
8 CITY OF LONG BEACH, a municipal
9 corporation

Lessee:


JAN TODD

9 BY: 

City Manager



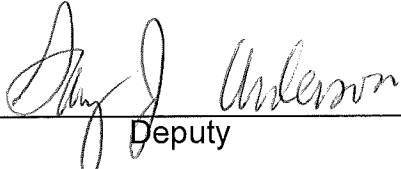
MICHAEL GENE TODD

10 EXECUTED PURSUANT
11 TO SECTION 301 OF
12 THE CITY CHARTER.

Assistant City Manager

12 This Sixteenth Amendment to Lease No. 22897 is approved as to form on
13 July 23, 2012.

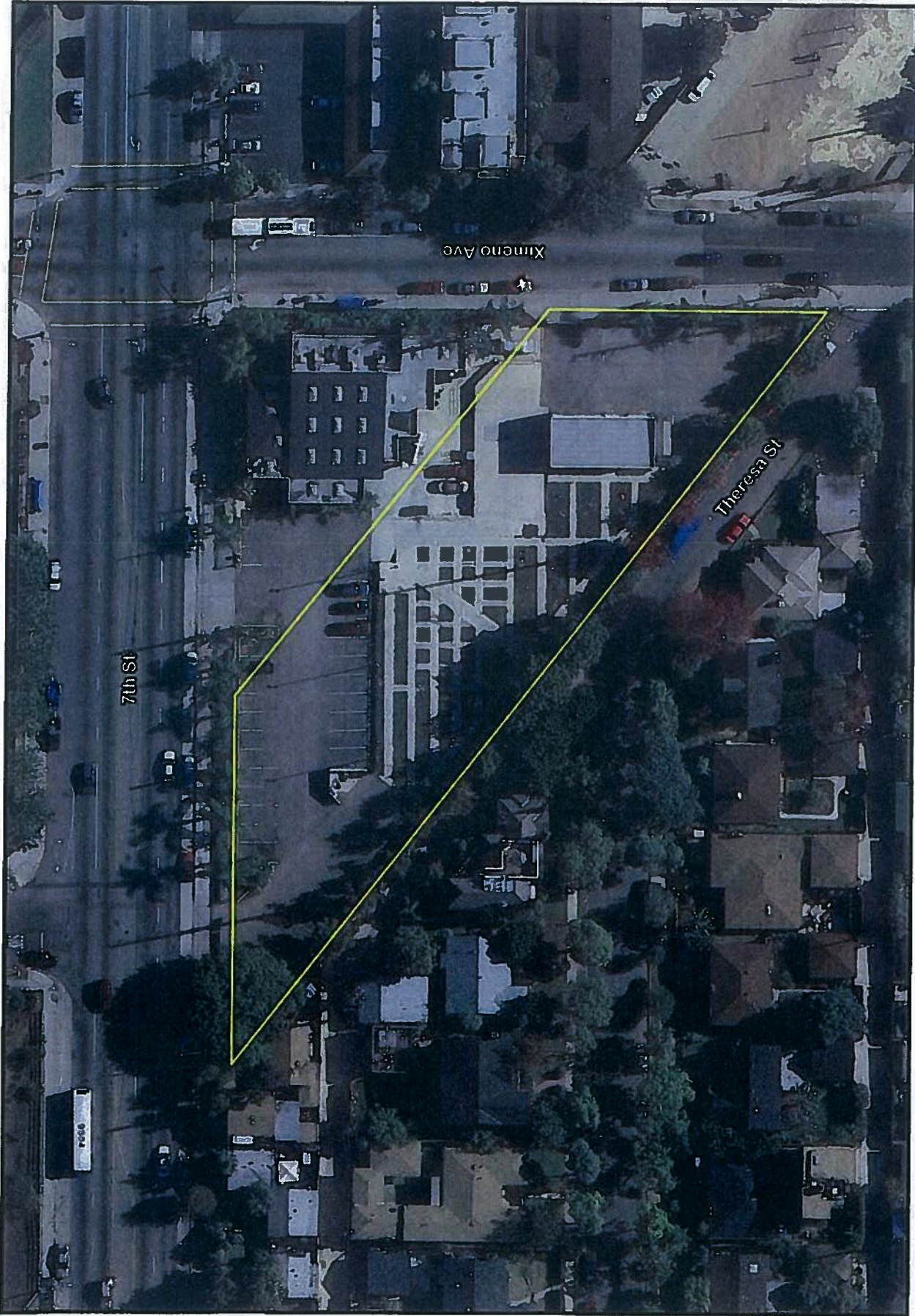
15 ROBERT E. SHANNON, City Attorney

16 By 

Deputy

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ATTACHMENT 1: PREMISES



contracts: xmas tree lot 7th-ximeno.mxd tsh 10/25/10