

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

TWENTY-SECOND AMENDMENT TO LEASE NO. 22897

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THIS TWENTY-SECOND AMENDMENT TO LEASE NO. 22897 is made and entered, in duplicate, as of August 21, 2018, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 3, 2017, by and between JAN TODD and MICHAEL TODD (jointly referred to as "Lessee") and the CITY OF LONG BEACH, a municipal corporation ("Lessor").

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

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

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

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

"2. Term. The term of this Lease for purposes of payment of rent pursuant to Section 4 hereof shall commence at 12:01 a.m. on May 1, 1993. This Lease shall terminate at 11:59 p.m. on December 31, 2018, unless sooner terminated as provided herein. Lessor may extend the term of this Lease for one (1) additional one-year period."

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

"K. For the period from October 1, 2018 through December 31, 2018, Lessee shall pay to Lessor a deposit of One Thousand Dollars (\$1,000) upon execution of the Twenty-Second Amendment which shall be applied to the lump sum rent in the amount of Four Thousand Five Hundred Seventy-

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One Dollars (\$4,571). Lessee shall pay said rent on or before January 15, 2019, without deduction, setoff, notice or demand.

In any subsequent renewal period, the Four Thousand Five Hundred Seventy-One Dollars (\$4,571) rent shall be adjusted by the percent change in the CPI for All Urban Consumers, All Items, Base Period 1982-84=100, for the Los Angeles-Riverside-Orange County, CA area (June to June), as published by the United States Department of Labor, Bureau of Labor Statistics (CUURA421SA0).

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-Second Amendment.

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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.

8-31-18, 2018

8/31/18, 2018

Tom Modina
Assistant

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Jane Todd
JAN TODD

Michael Gene Todd
MICHAEL GENE TODD

"Lessee"

CITY OF LONG BEACH, a municipal corporation

9/28/18, 2018

By [Signature]
City Manager

"Lessor"

This Twenty-Second Amendment to Lease No. 22897 is approved as to form on 9/20, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy