Kobert E. Snannon City Attorney of Long Beach 333 West Ocean Boulevard Long Beach, California 90802-4664 Telephone (562) 570-2200

TENTH AMENDMENT TO LEASE NO. 22897

THIS TENTH AMENDMENT is made and entered, in duplicate, as October 24, 2006 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 24, 2006, 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 for the construction of a site for the growing and selling of trees; and

WHEREAS, construction has not yet begun and, as a result, Lessee is not required to and is not paying rent; 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 nine times to permit Lessee to sell Christmas trees and pumpkins but each amendment is no longer effective and expired by its own terms; and

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 amended by the addition of the following subsection:
 - "K. For the period from October 27, 2006 through December 31, 2006, Lessee shall pay to Lessor lump sum rent in the amount of Three Thousand Seven Hundred Thirty Eight Dollars (\$3,738.00). Lessee shall pay said rent on or before October 27, 2006, without deduction, setoff, notice or demand."
- 2. If Lessee has paid said rent, then Lessee may use that portion of the Premises shown on Attachment "1" attached hereto and incorporated herein by this reference, as follows: (a) during the period from October 27, 2006 through October 31,

1

2

3

5

8

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

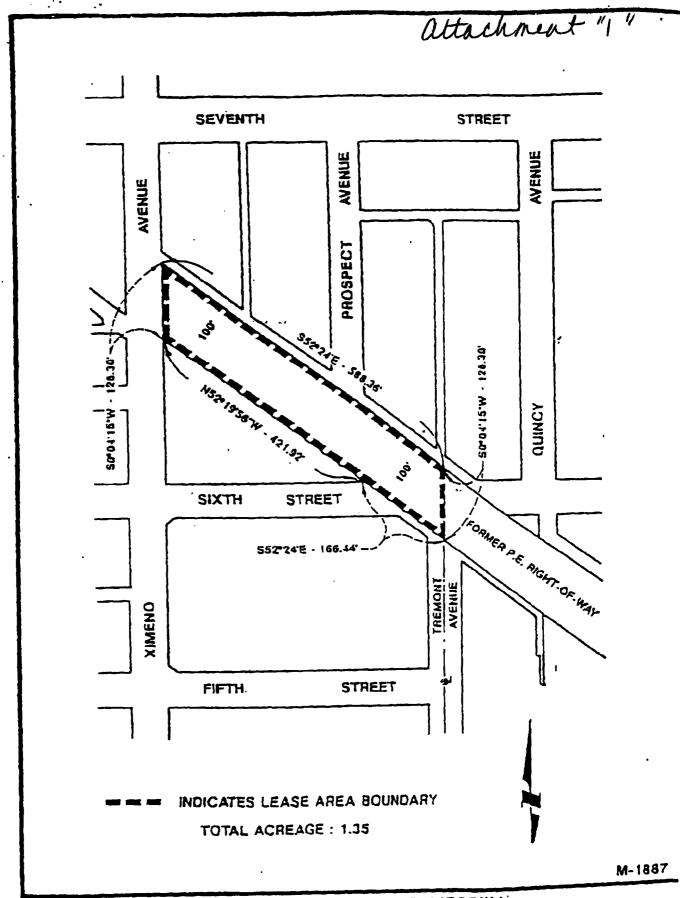
26

27

28

2006 without further action or documentation by the parties and the original terms of Lease No. 22897, to the extent inconsistent with this Tenth Amendment, shall be effective. 4. 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 Tenth 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. This Tenth Amendment to Lease No. 22897 is approved as to form on ROBERT E. SHANNON-City Attorney

2006. Lessee may use the Premises shown on Attachment "1" for the purpose of selling



CITY OF LONG BEACH - CALIFORNIA DEPARTMENT OF PUBLIC WORKS, ENGINEERING BUREAU

LEASE AND VICINITY MAP FOR

ATTACHMENT "1"

TODDS' SEASONAL SALES LOT