

Robert E. Shannon  
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Long Beach, California 90802-4664  
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1 NINTH AMENDMENT TO LEASE NO. 22897

2 **22897**

3 THIS NINTH AMENDMENT is made and entered, in duplicate, as October  
4 6, 2005 for reference purposes only, pursuant to a minute order adopted by the City  
5 Council of the City of Long Beach at its meeting on October 4, 2005, by and between the  
6 CITY OF LONG BEACH, a municipal corporation ("Lessor"), and GENE TODD, JAN  
7 TODD, 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 for the construction of  
10 a site for the growing and selling of trees; and

11 WHEREAS, construction has not yet begun and, as a result, Lessee is not  
12 required to and is not paying rent; and

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

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

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

20 1. Section 4 of Lease No. 22897 is hereby amended by the addition of the  
21 following subsection:

22 "K. For the period from October 5, 2005 through December 31, 2005,  
23 Lessee shall pay to Lessor lump sum rent in the amount of Three Thousand Five  
24 Hundred Seventy-One Dollars (\$3,571.00). Lessee shall pay said rent on or before  
25 October 5, 2005, without deduction, setoff, notice or demand."

26 2. If Lessee has paid said rent, then Lessee may use that portion of the  
27 Premises shown on Attachment "1" attached hereto and incorporated herein by this  
28 reference, as follows: (a) during the period from October 5, 2005 through October 31,

1 2005, Lessee may use the Premises shown on Attachment "1" for the purpose of selling  
2 pumpkins; and (b) during the period from November 1, 2005 through December 31, 2005,  
3 Lessee may use the Premises shown on Attachment "1" for the purpose of selling  
4 Christmas trees.

5 3. This Ninth Amendment shall terminate by its terms on December 31, 2005  
6 without further action or documentation by the parties and the original terms of Lease No.  
7 22897, to the extent inconsistent with this Ninth Amendment, shall be effective.

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

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

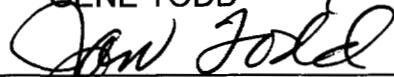
13 Lessor:

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 By   
17 City Manager

13 Lessee:

14   
15 GENE TODD

16   
17 JAN TODD

18   
19 MICHAEL GENE TODD

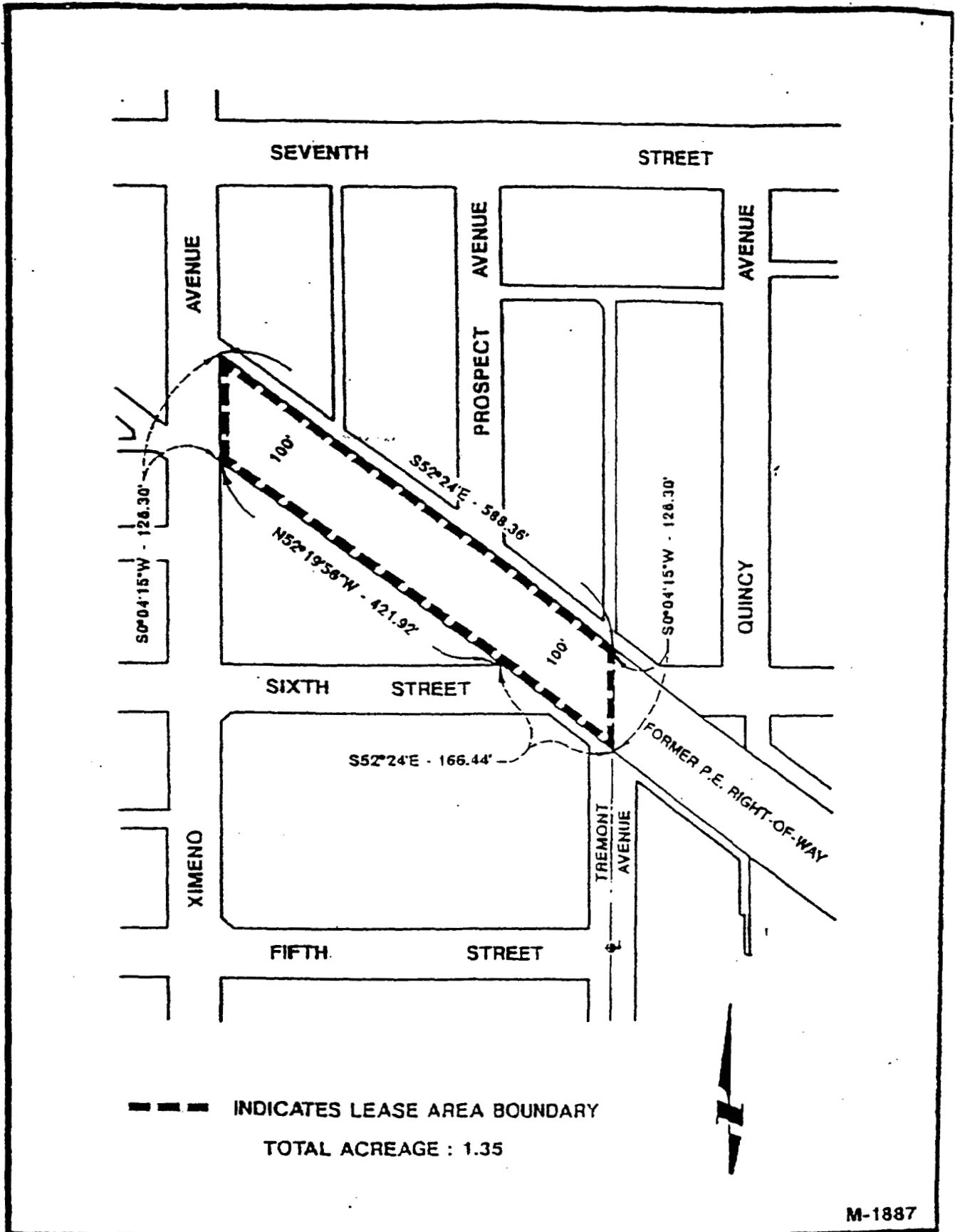
20 This Ninth Amendment to Lease No. 22897 is approved as to form on

21 10/21, 2005.

22 ROBERT E. SHANNON, City Attorney

23 By   
24 Senior Deputy

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--- INDICATES LEASE AREA BOUNDARY

TOTAL ACREAGE : 1.35



M-1887

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

LEASE AND VICINITY MAP FOR ATTACHMENT "1"  
**TODDS' SEASONAL SALES LOT**

P.E. ROW between XIMENO AVE. AND E. OF TREMONT AVE.