

FIRST AMENDMENT TO LICENSE AGREEMENT NO. 32338

**32338**

THIS FIRST AMENDMENT to License Agreement No. 32338 is made and entered into effective December 1, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 18, 2010, by and between THE CITY OF LONG BEACH ("City"), and LEE OSTENDORF, an individual ("Licensee"), for a non-exclusive revocable license to use the area of public property described in Exhibit "A" attached hereto and incorporated herein by this reference ("Marine Stadium Parking Lot Area") on the terms and conditions stated below.

WHEREAS, Licensee uses City-owned parking spaces adjacent to the northwest end of Marine Stadium Parking Lot Area for the purpose of conducting a certified farmer's market; and

WHEREAS, the certified farmer's market continues to be a lively and economically attractive venture for the City; and

WHEREAS, the parties now desire to amend this License agreement by extending the term and further defining the market's maintenance responsibilities;

NOW, THEREFORE, City and Licensee, in consideration of the mutual terms, covenants and conditions herein, agree as follows:

1. Section 3 of License Agreement No. 32338 is hereby deleted and amended in its entirety as follows:

"3. TERM. The term of this License Agreement shall commence on January 1, 2015 and shall terminate on December 31, 2015. The term of the License Agreement may be extended for one (1), additional one (1) year term at the discretion of the Director and subject to Coastal Commission approval. The License Agreement may be terminated by either party, at any time, with thirty (30) days' written notice."

2. Section 29 is hereby added to License Agreement No. 32338 as follows:

"29. CLEANLINESS. Licensee shall keep the northwest end of Marine

1 Stadium Parking Lot Area clean and sanitary during and after each certified farmer's  
2 market, and in a condition satisfactory to the Director. All refuse and waste material  
3 created by Licensee's operations shall be placed in plastic bags ten mils or thicker.  
4 Waste food and garbage shall be deposited in large container trash bins provided by  
5 Licensee. Licensee must provide sufficient trash bins and coordinate and pay for weekly  
6 disposal."

7 3. Except as expressly stated herein, all of the terms, covenants, and  
8 conditions of License No. 32338 are ratified and confirmed and shall remain in full force  
9 and effect.

10 IN WITNESS WHEREOF, the parties have executed this First Amendment  
11 to License Agreement No. 32338 with all formalities required by law as of the date first  
12 written above.

13  
14 LEE OSTENDORF, an individual

15  
16 November 1, 2014

17 By Lee Ostendorf  
18 Lee Ostendorf  
19 Type or Print Name

20 "Licensee"

21 CITY OF LONG BEACH, a municipal  
22 corporation

23 January 20, ~~2014~~  
24 2015

25 By TABILL  
26 City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

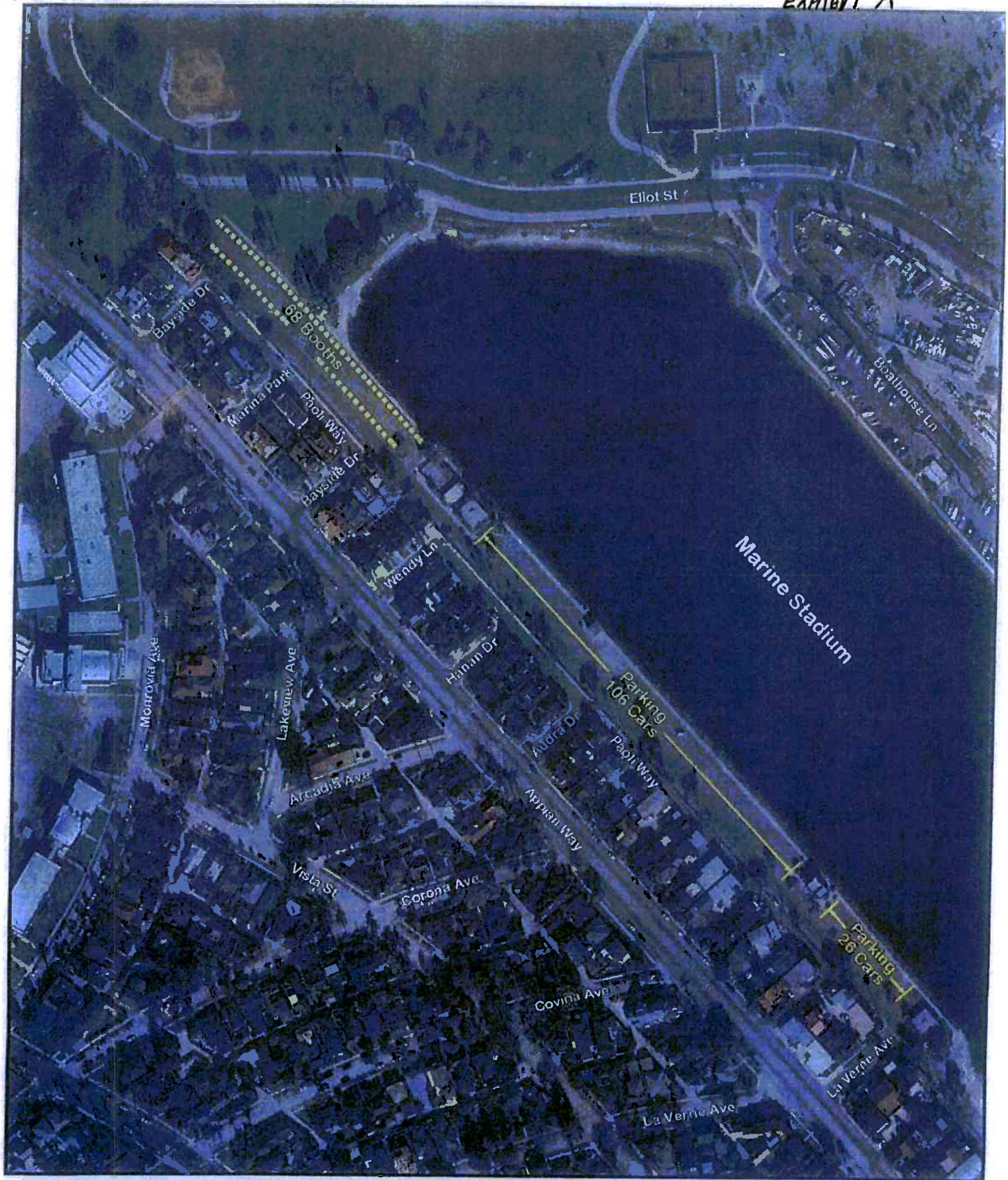
27 "City"

Assistant City Manager

28 This Agreement is approved as to form on December 30, 2014.

CHARLES PARKIN, City Attorney

By: Jay Casey  
Deputy



# Marine Stadium Farmers Market and Parking Areas



0 50 100 150 200 250 Feet