



ADDENDUM No. 1
(C.A.R. Form ADM, Revised 12/21)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR [] Residential Lease or Month-to-Month Rental Agreement, [] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [] Other _____, dated June 25, 2024, on property known as 16767 Spring St.

Fontana, CA 92335 ("Property/Premises"), in which City of Fontana is referred to as ("Buyer/Tenant") and American Leigion Steel-Town Post 772 is referred to as ("Seller/Landlord"). Buyer/Tenant and Seller/Landlord are referred to as the "Parties."

The offer and acceptance is subject to approval by the Fontana City Council. Upon completion of the feasibility and contingency period, and subject to Council approval, the Buyer agrees to release to Seller from the escrow deposit the amount of \$25,000. Said funds shall be applicable to the purchase price but non-refundable to the Buyer.

The Buyer and Seller shall enter into a lease agreement allowing the Seller to lease back the property for a period NOT TO EXCEED 12 MONTHS. The total lease fee for the 12-month period is \$24,000. The lease fee shall be paid in full at closing from funds due the Seller. The lease agreement shall be prepared by the City representative. The lessee shall pay all cost of operations, utilities and maintenance. The lease agreement and the Seller's escrow documents must be signed and received by the escrow holder prior to the early release of funds.

Furthermore, the Seller affirms that funds received from the sale of this property shall NOT be used in the relocation or acquisition of any parcel or property located between: Seville Ave. and Orange Way (north and south) and between Rosena Ave. and Mango Ave. (west and east).

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum.

Buyer/Tenant City of Fontana Date

Buyer/Tenant Date

Seller/Landlord American Leigion Steel-Town Post 772 Date

Seller/Landlord Date

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