

## ADDENDUM #1

In regard to that certain **Residential Lease-Rental Agreement and Deposit Receipt** dated **March**, 2003, for property located at **1155 Merrill Street #107 Menlo Park, California 94025**,

### **All parties agree as follows:**

1. This Lease shall be for an indeterminate term, but not more than one (1) year from the date of approval of this Lease by the Owner. If Tenant has not closed escrow for the purchase of the Property within said one year term, this Lease shall automatically terminate.
2. Upon confirmation from Oak Grove & Merrill Associates, LLC (the developer for Menlo Square) that 70% of all the properties in the development have been sold and that 60% of all the properties in the development are occupied (thereby satisfying CalHFA's lending guidelines to approve this project), Owner will notify Tenant in writing that she has sixty (60) days to close escrow for the purchase of the Property.
3. If Tenant is unable to secure financing and/or purchase the Property within such sixty (60) days, then the Real Estate Purchase Contract and Receipt for Deposit shall terminate, Owner will have no further obligation to sell the property to Tenant and Owner may terminate this Lease at any time thereafter on not less than thirty (30) days prior written notice.
4. Tenant shall pay \$605.00 per month in rent to Owner. In addition to the monthly rent, in the event the property taxes and assessments payable by Owner exceed \$1200 per year, Tenant shall pay to Owner an amount equal to 1/12<sup>th</sup> of the amount of the taxes and assessments in excess of \$1200, prorated for the number of months in which Tenant is occupying the Property.
5. Upon execution of this lease Tenant shall pay the amount of \$1815 which represents first month's rent of \$605, security deposit of \$605, and last month's rent of \$605. In the event that Tenant purchases the unit from Owner, the security deposit and last month's rent shall be applied to the purchase price.
6. In addition to the monthly rent, commencing April 1, 2003, Tenant shall pay the monthly homeowner's association fees/dues directly to the homeowners association for the period of time that Tenant occupies the Property.

Date: March \_\_\_\_, 2003

Tenant: \_\_\_\_\_

Date: March \_\_\_\_, 2003

Owner: CITY OF MENLO PARK

By: \_\_\_\_\_  
David S. Boesch, City Manager