

FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (this "**First Amendment**") is made and entered into as of June 6, 2023 ("**Effective Date**"), by and between CITY OF YORBA LINDA, a California municipal corporation ("**Seller**") and EVAN'S SMOKEHOUSE, LLC ("**Buyer**"), and, with reference to the following:

RECITALS

A. Buyer and Seller entered into that certain Agreement for Purchase and Sale and Joint Escrow Instructions, with an effective date of July 19, 2022 (the "**Purchase Agreement**"), for certain real property located at 4859 Main Street, Yorba Linda, California, as more fully described in the Purchase Agreement.

B. Buyer and Seller desire to amend the Purchase Agreement, as more fully described herein.

C. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Purchase Agreement.

TERMS

NOW, THEREFORE, in consideration of the mutual agreements contained in this Amendment, Buyer and Seller agree as follows:

1. Incorporation of Recitals. Recitals A through C above are incorporated herein by reference.

2. Purchase Price. The Amount identified in Section 1.1 of the Purchase Agreement as agreed to by the Seller and Buyer shall be amended and replaced with Two Hundred Sixteen Thousand Dollars (\$216,000) (the "Purchase Price").

3. Outside Closing Date. The Outside Closing Date identified in Section 4.1 of the Purchase Agreement shall be amended and replaced with September 30, 2023. Also, the reference to the Office of the County Recorder of Riverside is changed to the Office of the County Recorder of Orange.

4. Buyer's Obligation To Provide Easement To City. A new subsection 5.1(c) is added to the Agreement as follows: (c) an Easement to the City of a public easement over five (5) feet along the northern boundary of the Property.

5. Authority. The execution and delivery of this Amendment by Buyer and Seller and the performance and observance of its terms have all been authorized by all necessary actions of Buyer and Seller, respectively. This Amendment has been duly executed and delivered by Buyer and Seller.

6. Counterparts. This Amendment may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Amendment. In addition, properly executed, authorized signatures may be transmitted via electronic mail and upon receipt shall constitute an original signature.

7. Captions. All captions and headings herein are for convenience and ease of reference only and shall not be used or referred to in any way in connection with the interpretation or enforcement of this Amendment.

8. Ratification of Purchase Agreement. Except as herein modified and amended, the Purchase Agreement shall remain in full force and effect. In the event of any inconsistency between the Purchase Agreement and this Amendment, the terms of this Amendment shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, this First Amendment to Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions is made as of the day and year first above written.

“SELLER”:

City of Yorba Linda, a California municipal corporation

By: Mark Pulone, City Manager

ATTEST:

Marcia Brown, City Clerk

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

Todd Litfin, City Attorney

“BUYER”:

EVAN’S SMOKEHOUSE, LLC

By: Evan Carl, President