



**SELLER'S PURCHASE
OF REPLACEMENT PROPERTY**
(C.A.R. Form SPRP, Revised 6/26)

This is an Addendum to the Purchase Agreement, OR ☐ Counter Offer, ☐ Other _____
("Agreement"), dated _____,
on property known as 1644 & 1644B Cerca Blanca Pl., El Cajon, California 92019 ("Seller's Property"),
between _____ ("Buyer")
and Michael L Baffone Jr. ("Seller").
Buyer and Seller are referred to as the "Parties."

SELLER'S PURCHASE OF REPLACEMENT PROPERTY:

1. A. FINDING REPLACEMENT PROPERTY: The Agreement is contingent on Seller entering into a contract to acquire a replacement property or identifying a suitable property to move to ("Finding Replacement Property Contingency"). Seller shall, within **17 (or _____) Days** after Acceptance, remove the Finding Replacement Property Contingency or cancel the Agreement. Seller shall Deliver to Buyer, at time of removal of the Finding Replacement Property Contingency, proof of replacement property (either a copy of the contract for purchase of replacement property and the contact information and escrow # for that purchase or a signed lease or rental agreement for replacement property or other written evidence of replacement property). If Seller does not remove the Finding Replacement Property Contingency in writing within that time, Buyer, after first giving a Notice to Seller to Perform (C.A.R. Form NSP), may cancel the Agreement in writing.

OR B. ☐ Seller has entered into a contract to acquire replacement property and Finding Replacement Property Contingency is removed.

Escrow Holder: _____ Escrow # _____

If this paragraph is checked, then the Time Periods in **paragraph 2A** and the Buyer's Deposit in **paragraph 2B** shall remain as specified in the Agreement. Seller shall Deliver to Buyer within the time specified in **paragraph 3N(1)** of the Agreement (or ☐ attached), proof of replacement property (either a copy of the contract for purchase of replacement property and the contact information and escrow # for that purchase, a signed lease or rental agreement for replacement property, or other written evidence of replacement property).

AND C. (If checked) ☒ **CLOSE OF REPLACEMENT PROPERTY:** The Agreement is contingent on Seller's ability to close escrow on replacement property according to that contract. This is a contingency in favor of Seller. Seller, by the scheduled close of escrow date for the replacement property, shall either close escrow or remove this contingency in writing.

2. A. TIME PERIODS: Time periods in the Agreement for inspections, contingencies, covenants, close of escrow, and other obligations that commence from date of Acceptance shall begin the Day after Seller delivers to Buyer a written notice removing the Finding Replacement Property Contingency specified in **paragraph 1A** or ☒ remain as specified in the Agreement. If close of escrow is identified as a specific date in the Agreement, it shall remain on that date.

B. BUYER'S DEPOSIT: Buyer's deposit shall be delivered to escrow within 3 business Days after Seller delivers to Buyer a written notice removing the Finding Replacement Property Contingency as specified in **paragraph 1A** or ☒ as specified in the Agreement.

C. CLOSE OF ESCROW: Parties agree that Seller may extend the Close Of Escrow date for the sale of Seller's property for a maximum of ☒ **7** additional Days or ☐ until _____ (date), by providing Buyer with written notice at the time Seller removes the Finding Replacement Property Contingency specified in **paragraph 1A**, if applicable.

D. OTHER TERMS: _____

3 CANCELLATION OF REPLACEMENT PROPERTY: If Seller's Replacement Property is in or enters escrow, or there is another agreement, and either party to that escrow or agreement gives the other a notice of cancellation, Seller, within 2 (or _____) Days thereafter, shall Deliver to Buyer written notice of that cancellation.

4. REMOVAL OF CONTINGENCIES: Even after the expiration of the time for the Finding Replacement Property Contingency specified in **paragraph 1A**, Seller retains the right to remove the Finding Replacement Property Contingency or cancel the Agreement until Buyer cancels pursuant to **paragraph 1A**. Once Buyer receives Seller's written removal of the Finding Replacement Property Contingency, Buyer may not cancel pursuant to **paragraph 1A**.

5. BUYER RIGHT TO CANCEL: Buyer may cancel the Agreement in writing as follows:

A. After first giving Seller an NSP, if Seller fails to remove the Finding Replacement Property Contingency.

B. After first giving Seller an NSP, if Seller fails to give proof of replacement as specified in **paragraph 1A**.

C. (If **paragraph 1C** is checked) After first giving Seller an NSP, if Seller fails to remove the Closing on Replacement Property Contingency.

D. If Seller gives notice to Buyer of either party's cancellation of the agreement for Replacement Property.

E. NOTE: If Seller is unable to meet the obligations for other time frames in the Agreement, such as for Close Of Escrow, Buyer may cancel as permitted in the Agreement, even if this contingency is not removed.



6. **SELLER RIGHT TO CANCEL:** Seller may cancel the Agreement in writing as follows:

- A. If, prior to Seller's Removal of the Finding Replacement Property Contingency, Seller is unable to enter into a contract to acquire replacement property.
- B. (If **paragraph 1C** is checked) Seller is unable to close escrow on replacement property according to that contract.
- C. **Buyer Costs:** If Seller cancels pursuant to **paragraph 6A** or **6B**, (i) Seller shall return any deposit and (ii) ☐ (if checked) After Delivering receipts to Escrow Holder, Buyer shall be entitled to Buyer's reasonable out-of-pocket expenses for inspection reports and appraisal fees under the Agreement, ☐ which total amount shall be no more than \$ _____.

By signing below, Buyer and Seller acknowledge that each has received a copy of this Seller's Purchase of Replacement Property addendum, and each has read, understands, and agrees to its terms.

Buyer	_____	Date	_____
Buyer	_____	Date	_____
Seller	<u>Michael L Baffone Jr</u>  Michael L Baffone Jr.	Date	08/09/2026
Seller	_____	Date	_____

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