



CALIFORNIA ASSOCIATION OF REALTORS®

SELLER COUNTER OFFER No. 1
May not be used as a multiple counter offer.
(C.A.R. Form SCO, Revised 11/14)

Date December 26, 2019

This is a counter offer to the: [X] Purchase Agreement, [] Buyer Counter Offer No. ____, or [] Other ____ ("Offer"),
dated December 26, 2019, on property known as 811 Davis St, Santa Rosa, CA 95401-4787 ("Property"),
between County of Sonoma, Community Development Commission ("Buyer")
and John S LaBonte ("Seller").

- 1. TERMS: The terms and conditions of the above referenced document are accepted subject to the following:
A. Paragraphs in the Offer that require initials by all parties, but are not initialed by all parties, are excluded from the final agreement unless specifically referenced for inclusion in paragraph 1C of this or another Counter Offer or an addendum.
B. Unless otherwise agreed in writing, down payment and loan amount(s) will be adjusted in the same proportion as in the original Offer, but deposit amount(s) shall remain unchanged from the original Offer.

- C. OTHER TERMS: 1. Purchase price shall be \$999,000.
2. Title and escrow shall be held by Old Republic Title Company.
3. Buyer and Seller shall both agree to RIPA Item 30 regarding liquidated damages.

D. The following attached addenda are incorporated into this Seller Counter offer: [] Addendum No. ____

- 2. EXPIRATION: This Seller Counter Offer shall be deemed revoked and the deposits, if any, shall be returned:
A. Unless by 5:00pm on the third Day After the date it is signed in paragraph 4 (if more than one signature then, the last signature date)(or by ____ AM ____ PM on ____ (date)) (i) it is signed in paragraph 5 by Buyer and (ii) a copy of the signed Seller Counter Offer is personally received by Seller or ____, who is authorized to receive it.
B. OR If Seller withdraws it anytime prior to Acceptance (CAR Form WOO may be used).
C. OR If Seller accepts another offer prior to Buyer's Acceptance of this counter offer.

3. MARKETING TO OTHER BUYERS: Seller has the right to continue to offer the Property for sale. Seller has the right to accept any other offer received, prior to Acceptance of this Counter Offer by Buyer as specified in 2A and 5. In such event, Seller is advised to withdraw this Seller Counter Offer before accepting another offer.

4. OFFER: SELLER MAKES THIS COUNTER OFFER ON THE TERMS ABOVE AND ACKNOWLEDGES RECEIPT OF A COPY.
Seller John S. LaBonte Date 12/26/2019
Seller John S LaBonte Date

5. ACCEPTANCE: I/WE accept the above Seller Counter Offer (If checked [] SUBJECT TO THE ATTACHED COUNTER OFFER) and acknowledge receipt of a Copy.
Buyer Carrie Kronberg County of Sonoma, Community Development Date 12/27/2019 Time AM/ PM
Buyer 3A711D241B6D4E1... Date Time AM/ PM

CONFIRMATION OF ACCEPTANCE:

(____ / ____) (Initials) Confirmation of Acceptance: A Copy of Signed Acceptance was personally received by Seller, or Seller's authorized agent as specified in paragraph 2A on (date) ____ at ____ AM/ ____ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Seller or Seller's authorized agent whether or not confirmed in this document.

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