

ALBANY PURCHASE AGREEMENT ADDENDUM

This form is intended for use with the California Association of REALTORS® forms RPA “Residential Purchase Agreement” and/or RIPA “Residential Income Purchase Agreement”.

This Addendum is intended for use in the City of Albany. Please also review the separate Contra Costa County or city specific Ordinances and Regulations for property in the area you are either selling or buying. Disclosure documents and forms may contain references, including web site addresses and internet links (hyper-links), to additional important material that is not printed on the document itself. Buyers and Sellers should investigate those links if they are not entirely satisfied with the document as it is presented to them.

The information in this Addendum has been compiled by the Bridge Association of REALTORS® as a service to its members and is effective as of September 2021. This Addendum is not intended to be nor should it be considered to be an accurate reflection of all of the legal requirements that may be imposed by the governmental and quasi-governmental entities referenced in this Addendum either as of the date the document was created or at any time thereafter. Real Estate Brokers and their Sales Associates do not have the requisite training or skills to determine the legal sufficiency of this Addendum or the legal requirements that may be imposed upon the Property. If Seller or Buyer has any questions or concerns regarding their legal rights and obligations then they should consult with their own qualified California real estate attorney.

This is an Addendum to that Purchase Agreement dated _____ by and between _____ (Seller) and _____ (Buyer) for that

Property commonly known as _____, CA (“Property”) Except as specified herein, all other terms and conditions remain unchanged.

1. SMOKE DETECTOR ORDINANCE: The City of Albany regulations specify that the property owner shall upgrade the smoke alarm/smoke detector system to photoelectric-only devices. (Check A or B)

- A. Seller warrants property is already in compliance or will be in compliance prior to Close of Escrow.
- B. Seller has obtained a hardship or infeasibility exemption from the Albany Fire Chief.
 - (1) A copy of the exemption is attached
 - OR
 - (2) A copy of the exemption is not attached.

2. PRIVATE SEWER LATERAL COMPLIANCE: The East Bay Municipal Utility District (“EBMUD”) Wastewater Control Ordinance requires property owners in certain areas of the EBMUD wastewater service area to obtain a compliance certificate that shows their private sewer laterals (“PSL’s”) are without defects and have proper connections. The ordinance requires property owners to test and, if needed, repair or replace their private sewer laterals when selling their property. *(For further details, see the Alameda County Disclosures and Disclaimers Advisory)*

- A. **PROPERTY EXEMPT:** Seller states that the property is EXEMPT because PSL on an affected property meets requirements set forth by EBMUD and Seller has/shall provide(d) evidence to Buyer, prior to final verification of condition.

B. PROPERTY NOT EXEMPT: the following party shall be responsible for compliance (Check One)

1. IN COMPLIANCE: Seller will provide Buyer with a Certificate of Compliance, prior to final verification of condition.

2. COMPLIANCE BEFORE CLOSE OF ESCROW: Seller shall complete all required inspections and required repairs, and provide Buyer with a Certificate of Compliance, prior to the final verification of condition.

3. COMPLIANCE AFTER THE CLOSE OF ESCROW: If compliance is to take place after the close of escrow, then check either Seller or Buyer in each of the four paragraphs below:

A. Seller Buyer (*check one*) agrees to be responsible for obtaining the Certificate of Compliance within 180 days of the Close of Escrow.

B. Seller Buyer (*check one*) shall be responsible to pay the required EBMUD fee for this extension. The responsible party agrees promptly upon Acceptance of the Purchase Agreement to apply to EBMUD for a Time Extension Certificate, which shall be delivered to escrow prior to Close of Escrow.

C. Seller Buyer (*check one*) shall be responsible to post the deposit into escrow as is required by EBMUD for any Time Extension for compliance after close of escrow. Note: If the Certificate of Completion is not obtained within 180 days of the Close of Escrow, this deposit may be subject to forfeit and the property owner may be subject to enforcement action by EBMUD. Fee as of June 2019 is \$4,500, but is subject to change by EBMUD at any time.

D. Seller Buyer (*check one*) to receive refund of the deposit once Certificate of Compliance is obtained.

C. CONDOMINIUM: Condominiums are also required to comply with the private sewer lateral program. Condominiums and other Common Interest Developments with a Homeowners' Association ("HOA") were generally excluded from bringing PSLs into compliance, whether using individual or shared sewer laterals, and had until July 12, 2021 to comply BUT ONLY if the HOA was built before July 12, 2019 and the HOA is legally responsible for maintaining the sewer laterals (the HOA has not filed an appropriate notification of non-responsibility). HOAs built after July 12, 2019, have a 24-month deferral period from date of completion to be in compliance. There are several exceptions. Brokers have no expertise on this topic. For more information go to <http://www.eastbaypsl.com/eastbaypsl/extension.html>

Generally, the HOA is responsible for the PSL compliance, if it is not then Seller Buyer (check one) shall be responsible.

Buyer and Seller understand, acknowledge and agree that the City of Albany must witness a water exfiltration test prior to issuance of a Certificate of Compliance. If all sewer lateral repairs are not completed within 12 months of the date of Close of Escrow, the Mandatory Deposit may be forfeited to the City of Albany. The City of Albany has the right to have all work performed by a contractor selected by the City of Albany. The cost of all repairs shall be the responsibility of the Buyer and the City of Albany may or may not credit any of the deposit funds to the cost of repair.

3. WATER CONSERVING PLUMBING FIXTURES:

California Law requires owners of single-family residential property built before 1994 to install water conserving plumbing fixtures by 2017. Additionally, if any such Property is altered or improved, then water conserving plumbing fixtures must be installed as a condition of final permit approval (Cal. Civil Code Section 1101.4). Although California law does not make compliance with this statute a point of sale requirement (condition of sale), this Addendum shall establish which of the undersigned Parties is responsible for compliance with this law.

A. Seller Responsible: Seller either (a) has complied with retrofitting the Property with compliant water conserving plumbing fixtures; or (b) prior to the close of escrow, shall pay for the retrofit of all non-compliant water conserving plumbing fixtures with compliant fixtures of quality comparable to existing fixtures.

B. Buyer Responsible: Buyer shall be responsible and pay for all expenses in retrofitting all non-compliant water conserving plumbing fixtures with compliant fixtures after the Close of Escrow, or as specified in the Permit Work paragraph below.

4. POOL/SPA SAFETY DEVICES

To prevent drowning of children four (4) years of age and under, California law requires owners of single-family residential property with a pool and/or spa to install at least 2 of 7 safety devices. Home inspection reports used in the sale of single-family residence must disclose if the Property has any pool and/or spa safety devices. If the Property is altered or improved, then at least two (2) safety devices must be installed as a condition for final permit approval (Cal. Health & Safety Code Section 115925). Although California law does not make compliance with this statute a point of sale requirement (condition of sale), this Addendum shall establish which of the undersigned Parties is responsible for compliance with this law.

A. Seller Responsible: Seller either (a) has complied with retrofitting the Property with at least two (2) drowning prevention devices; or (b) prior to the Close of Escrow, shall pay for and retrofit the Property with two (2) drowning prevention devices as required by state law.

B. Buyer Responsible: Buyer shall be responsible and pay for all expense in retrofitting the Property with two (2) drowning prevention devices as required by state law after the Close of Escrow, or as specified in the Permit Work paragraph below.

5. PERMIT WORK PRIOR TO CLOSE OF ESCROW

The Parties understand, acknowledge and agree that, in the event there is an agreement that the Seller will perform any repairs prior to the Close of Escrow that constitute alterations or improvements at the Property will require the issuance and finalization of a permit, the governing agency will require that the Property be retrofitted with compliant water conserving plumbing fixtures as a condition of finalizing the permit and/or at least two (2) drowning prevention devices; in the event, **the Party designated above shall be responsible for the expense of such retrofitting regardless of who is paying for the work necessitating the permit.**

NOTE: (a) the interpretation as to what constitutes an alteration or improvement may differ in different jurisdictions and (b) real estate licensees cannot predict what interpretation will be used at any point in time by any permit issuing entity.

Other Ordinances: All jurisdictions have ordinances that may affect the use, value, development or enjoyment of any property. You are advised to visit the appropriate website or offices of the appropriate jurisdiction to determine whether the Property is in an area regulated by such ordinances.

SOURCES OF INFORMATION:

City of Albany: <http://www.albanyca.org/>
1000 San Pablo Ave, Albany CA 94706 Tel: 510/528-5710

Police <http://www.albanyca.org/dept/police.html> Tel: 510/525-7300

Other areas in Alameda County: See office addresses on County website: <http://www.co.alameda.ca.us/>.

East Bay Municipal Utility District (EBMUD): <http://www.ebmud.com>

**THE UNDERSIGNED AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND
ACKNOWLEDGE RECEIPT OF ALL FOUR (4) PAGES OF THIS DOCUMENT.**

Buyer

Dated: _____

Buyer

Dated: _____

Seller

Dated: _____

Seller

Dated: _____