

**Contra Costa County Purchase Agreement Addendum - Unincorporated Contra Costa County
Revised 11/2019**

CONTRA COSTA COUNTY PURCHASE AGREEMENT ADDENDUM

A Service of the Contra Costa Association of REALTORS®. This form is intended for use with the California Association of REALTORS® forms RPA "Residential Purchase Agreement" and/or RIPA "Residential Income Purchase Agreement".

The sanitary sewer lateral compliance in this Addendum is intended for properties located only in portions of Unincorporated West Contra Costa County and the City of Oakley.

The seismic gas shutoff valve compliance in this Addendum is intended for use in the Unincorporated Areas of Contra Costa County including Alamo, Bay Point, Blackhawk, Crockett, Clyde, El Sobrante, Kensington, Pacheco, Port Costa, Rodeo, & portions of San Pablo & Richmond.

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 Contra Costa Association of REALTORS® as a service to its members and is effective as of November 2019. 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. (the Property) which is within the _____ Sanitary District.

Buyers & Sellers should verify the Sanitary District in which the property is located. Except as specified herein, all other terms and conditions remain unchanged.

FOR PURPOSE OF THIS ADDENDUM, "COST OF COMPLIANCE" SHALL INCLUDE, BUT IS NOT LIMITED TO, ANY AND ALL REQUIRED INSPECTIONS, REPORTS, REVIEWS, FEES, PERMITS AND REPAIRS.

CITY OF RICHMOND SANITARY DISTRICT

An inspection report:

- has been provided to Buyer
- has not been provided to Buyer

A. **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with the City of Richmond's guidelines. Seller shall provide Buyer with proof of Compliance prior to final verification of condition.

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B. **Not in Compliance - Responsibility for Cost of Compliance:** Cost of Compliance shall be made and paid by:

Seller - to be responsible for obtaining a Certificate of Lateral Compliance from the City of Richmond no greater than sixty (60) days after close of escrow. Based upon the estimate provided by the plumbing contractor, the sum to cover repairs will be left in escrow until any necessary repairs or replacement of the private sewer lateral are completed to obtain the certificate. If no repairs or replacement actions are required, the money held in escrow is returned to the Seller.

Buyer - agrees to assume full responsibility for the City's requirement to obtain a Certificate of Lateral Compliance no greater than sixty (60) days after close of escrow. Buyer acknowledges receipt of written estimate and is aware of the estimated cost for replacement or repair.

WEST COUNTY WASTEWATER DISTRICT

SANITARY SEWER LATERAL COMPLIANCE:

All Properties serviced by the West County Wastewater District ("WCWD") must have a video inspection of the sewer lateral prior to the Close of Escrow unless there is a Certificate of Compliance on file with the WCWD.

A Video of the Sewer Lateral has been completed and the inspection report:

- has been provided to Buyer
- has not been provided to Buyer

A. **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with WCWD guidelines. Seller shall provide Buyer with proof of Compliance prior to final verification of condition.

B. **Not in Compliance:** If checked, the subject Property is not yet in compliance with the Sewer Lateral Inspection requirements but that inspection must be completed prior to the Close of Escrow. Cost of the Inspection shall be paid by Seller which is consistent with WCWD guidelines.

C. **Buyer. NOTE:** WCWD has stated that costs may not be passed on to the Buyer.

D. Any required repairs/replacement of the sewer lateral shall be paid as agreed in the Purchase Agreement. In the event that the Parties cannot complete required repairs/replacement of the sewer lateral prior to the Close of Escrow then **Buyer** **Seller** shall be responsible for securing a 90-day extension to complete that work. The WCWD will require at least 1 written proposal for the work to be completed and sufficient funds must be placed in escrow to pay for the work before the extension can be obtained.

RODEO SANITARY DISTRICT

SANITARY SEWER LATERAL COMPLIANCE:

An inspection report:

- has been provided to Buyer
- has not been provided to Buyer

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A. **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with Rodeo Sanitary District guidelines. Seller shall provide Buyer with proof of Compliance prior to final verification of condition.

B. **Not in Compliance** – If checked the subject Property is not yet in compliance. The cost of the compliance shall be paid by:

Seller

Buyer

CROCKETT COMMUNITY SERVICES DISTRICT

SEWER LATERAL COMPLIANCE:

An inspection report:

has been provided to Buyer

has not been provided to Buyer

A. **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with Crockett Community Services District guidelines. Seller will provide Buyer with proof of compliance prior to final verification of condition.

B. **Not in Compliance:** – If checked the subject Property is not yet in Compliance. The Cost of the Compliance shall be paid by:

Seller

Buyer

EAST BAY MUNICIPAL UTILITY DISTRICT

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, as one or both Districts may apply it is recommended to contact Districts for more information. *(For further details, see the Contra Costa County Disclosure and Disclaimers Advisory)*

An inspection report:

has been provided to Buyer

has not been provided to Buyer

A. **Property Exempt:** Seller states that the Property is EXEMPT because PSL on the 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.

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2. **Compliance Prior to Close of Escrow:** Seller shall complete all required inspections and required repairs, and provide Buyer with a Certificate of Compliance, prior to final verification of condition.

3. **Compliance After Close of Escrow:** If compliance is to take place after Close of Escrow, then check either Seller or Buyer in each of the four paragraphs below that apply:

a. Seller Buyer (*check one*) agrees to be responsible for obtaining the Certificate of Compliance within the time frame specifically set by the District, prior to Close of Escrow and agrees, if needed, to promptly upon Acceptance of the Purchase Agreement to apply for a Time Extension Certificate, which they shall deliver to escrow prior to final verification of condition.

b. Seller Buyer (*check one*) shall be responsible to pay the required EBMUD fee for this extension.

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 prior to the final verification of condition. *Note: If the Certificate of Completion is not obtained within the time frame specifically set by the District after the close of escrow, this deposit may be subject to forfeit and the property owner may be subject to enforcement action by EBMUD.*

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

C. **Property Deferred:** Condominiums are also required to comply with the private sewer lateral program. However, Homeowners' Associations ("HOA") for multi-unit structures served by a single lateral or shared laterals have until July 2021 to comply. EBMUD recommends that you contact your HOA for additional information.

For more information go to: <http://www.eastbaypsl.com/eastbaypsl/extension.html>

IRONHOUSE SANITARY DISTRICT

SEWER LATERAL COMPLIANCE:

As a condition of sale, Ironhouse Sanitary District requires sewer lateral inspections using a Closed Circuit Television ("CCTV") and repairs if damaged. The operation condition must be verified and tested, and a Compliance Certificate must be issued which is good for 20 years. ; if property was built less than 20 years prior to the Close of Escrow, no test or Compliance Certificate is needed. Buyer/Sellers should verify status directly with the Ironhouse Sanitary District.

An inspection report:

- has been provided to Buyer
 has not been provided to Buyer

A. **In Compliance:** If checked, Seller warrants that a Sewer Lateral Inspection has been performed and that the Sanitary Sewer Lateral is in Compliance with the Ironhouse Regulations and Replacement Program.

- Seller shall provide Buyer with a Compliance Certificate prior to final verification of condition.
 Property is less than 20 years old and Compliance Certificate is not needed.

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B. Not in Compliance - Responsibility for Cost of Compliance: If checked, the Property is not yet in compliance with Ironhouse Regulations and Replacement Program. All costs of obtaining a Compliance Certificate and necessary Repairs shall be paid by:

- Seller
 Buyer

SEISMIC GAS SHUTOFF VALVE COMPLIANCE:

A. **In Compliance:** A seismic gas shutoff valve has been installed at the Gas Meter at the subject Property. All work has been performed with a Plumbing Permit and Seller warrants the subject Property is in compliance.

B. **Not in Compliance:** Responsibility for Repairs: The Property is not yet in compliance. Cost of Compliance shall be completed prior to the final verification of condition and paid by:

- Seller
 Buyer

Further information may be obtained from the Contra Costa County Building Inspection Department at (925) 674-7200.

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.

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,

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or as specified in the Permit Work paragraph below.

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: Jurisdictions have ordinances that may affect the use, value or enjoyment of your 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 Richmond: <http://www.ci.richmond.ca.us/>, 1401 Marina Way So., Richmond CA 94804 Tel: 510/620-6513
Engineering Dept. 510-307-8091 **Police** <http://www.rpdonline.net/main/home.htm> 510/233-1214

West County Waste Water District: <http://www.wcwg.org>, 2910 Hilltop Dr, Richmond, CA 94806
Tel: 510/222-6700

Rodeo Sanitary District: <http://www.rodeosan.org>, 800 San Pablo Ave., Rodeo, CA 9472
Tel: 510/799-2970

Crockett Community Services District: <http://www.town.crockett.ca.us> or (510) 787-2992

Stege Sanitary District: <http://www.stegesandistrict.org/>, 7500 Schmidt Lane, El Cerrito CA 94530
Tel: 510/524-4668

East Bay Municipal Utility District (EBMUD): <http://www.ebmud.com> Tel: 866-403-2683

Ironhouse Sanitary District: <http://ironhousesanitarydistrict.com/287/Private-Sewer-Regulations-and-Replacemen>
450 Walnut Meadows Drive, Oakley, CA 94561 Tel: (925) 625-2279

THE UNDERSIGNED AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND ACKNOWLEDGE RECEIPT OF ALL SIX (6) PAGES OF THIS DOCUMENT.

This document may be signed in counterparts.

Buyer Dated: _____

Buyer Dated: _____

Seller Dated: _____

Seller Dated: _____