

CITY OF ALAMEDA 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 solely for use in the City of Alameda. Sellers and Buyers should also review the separate Alameda County or city-specific Ordinances and Regulations for any Property they are selling or buying. Advisories may reference websites and internet links (hyperlinks), to other important information that is not in this Addendum. Buyers and Sellers should investigate all sources of information prior to signing this Addendum.

The information in this Addendum has been compiled by the Bay East Association of REALTORS® and the Oakland/Berkeley Associations of REALTORS® as a service to their members and is effective as of May 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 other 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 Sellers or Buyers have 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 _____ California.

EXCEPT AS SPECIFIED HEREIN, ALL TERMS OF THE PURCHASE AGREEMENT REMAIN UNCHANGED.

CITY OF ALAMEDA

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 (“PSLs”) are without defects and have proper connections. The ordinance requires property owners to test and, if needed, repair or replace their PSLs when selling their property. (For further details, see the *Alameda County Disclosure and Disclaimers Advisory*.)

A. PROPERTY EXEMPT: Seller states that the Property is **EXEMPT** because PSL for the Property is less than 10 years old and was fully replaced before August 2011. EBMUD has evidence of the replacement work and the date it was performed. Properties that have compliance documented in the Property’s permit history between 11 – 20 years ago, may be eligible for an EBMUD exemption certificate. Contact EBMUD to confirm this issue on their website (under Exemption Options).

B. PROPERTY NOT EXEMPT: Check one of the following 3 Compliance Options:

1. **IN COMPLIANCE:** Seller will provide Buyer with a Certificate of Compliance prior to Close of Escrow.

2. **COMPLIANCE BY CLOSE OF ESCROW:** Seller shall complete all required inspections and required repairs and provide Buyer with a Certificate of Compliance prior to the Close of Escrow.

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 the 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 this date 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. PROPERTY DEFERRED: Condominiums are required to comply with the PSL program; however, Homeowners' Associations ("HOAs") for multi-structures served by a single lateral or shared laterals have until July 2021 to comply. EBMUD recommends contacting the HOA directly to determine responsibility for the sewer lateral, and to determine whether the appropriate Notice of Responsibility has been filed with EBMUD for each unit sold and whether the HOA has adequate reserves available to make any necessary repairs.

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

GAS SHUT-OFF VALVE COMPLIANCE:

Compliance: A shut-off valve has been installed at the Gas Meter at the Property. All work has been performed with a Plumbing Permit and Seller warrants the Property is in compliance.

Not in Compliance: Responsibility for Repairs: The Property is not yet in compliance but shall be in compliance prior to the Close of Escrow. The Party responsible for all costs relating to compliance shall be (check one): Seller Buyer

OTHER ORDINANCES: All jurisdictions have ordinances that may affect the use, value, development and/or enjoyment of real property. Sellers and Buyers 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 Alameda: <https://www.alamedaca.gov>
2263 Santa Clara Avenue, Room 380, Alameda, CA 94501 Tel: 510/747-4800
Police: <https://www.alamedaca.gov/Departments/Police-Department> Tel: 510/337-8340

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

THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS OF THIS ADDENDUM AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS 2-PAGE DOCUMENT.

Buyer Dated: _____

Buyer Dated: _____

Seller Dated: _____

Seller Dated: _____