

## CASTRO VALLEY 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 Castro Valley. Sellers and Buyers should also review the separate Alameda County Disclosures & Disclaimers Advisory as well as County Ordinances and Regulations for any Property they are selling or buying. Advisories may reference websites and internet links (hyper-links), to other important information that is not in this Addendum. Buyers and Sellers should investigate all relevant sources of information prior to signing this Addendum.**

The information in this Addendum has been compiled by the Bay East Association of REALTORS® as a service to its members and is effective as of February 2020. 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 any governmental or quasi-governmental entity at any time. Real Estate Brokers and Agents 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.**

**CASTRO VALLEY PRIVATE SEWER LATERAL COMPLIANCE:** The Castro Valley Sanitary District ("CVSan") Private Sewer Lateral Ordinance No. 179 requires that, **unless exempt**, Property connected to the public sewer main that is in contract to be sold on or after **July 1, 2019** must, prior to the Close of Escrow, obtain a Compliance Certificate after the Private Sewer Lateral ("PSL") has been cleaned and has passed a Closed Circuit Television (CCTV) inspection. (For further details go to <http://www.cvsan.org/psl> and click on the link to the Private Sewer Lateral Program Information).

**A. ☐ PROPERTY EXEMPT:** Seller states that the Property is **EXEMPT** because the PSL for the Property is less than 30 years old and/or has a valid Compliance Certificate. Buyer shall confirm the exemption directly with CVSan at 21040 Marshall Street, Castro Valley, CA 94546 (510) 537-0757.

**B. ☐ PROPERTY NOT EXEMPT:** Check one of the following 4 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 WITHIN 90 DAYS AFTER THE CLOSE OF ESCROW:** CVSsan allows Buyer and Seller to agree that compliance is to take within 90 Days place after the Close of Escrow but only if certain requirements are met. If this option is chosen, the Parties must agree as to whether Seller or Buyer shall be responsible for the following actions necessary to perfect compliance:

a. ☐ Seller ☐ Buyer (check one) shall be responsible for obtaining the Compliance Certificate within 90 days of the Close of Escrow and paying for all required sewer repairs. If Seller is responsible for obtaining the Compliance Certificate, Seller shall Deliver a copy of the Compliance Certificate to Buyer no later than 90 Days after the Close of Escrow. **Note: If the Compliance Certificate is not obtained within 90 Days after the Close of Escrow, CVSsan may impose fines.**

b. ☐ Seller ☐ Buyer (check one) shall be responsible for obtaining and paying for the sewer repair permit from CVSsan prior the Close of Escrow. The responsible Party agrees promptly upon Acceptance of the Purchase Agreement to apply to CVSsan for a sewer repair permit, which shall be delivered to escrow prior to Close of Escrow. **Note:** This sewer repair permit is only valid for 90 Days.

4. ☐ **COMPLIANCE WITHIN 180 DAYS AFTER THE CLOSE OF ESCROW:** CVSsan allows Buyer and Seller to agree that compliance is to take within 180 Days place after the Close of Escrow but only if certain requirements are met. **Note: Application for the 180-Day Time Extension must be made prior to the Close of Escrow.** CVSsan may send an initial notice of violation to the Buyer stating that the Buyer has 30 days to obtain a compliance certificate. If that is not met, then CVSsan may end a second and final 30-day notice. Failure to obtain a compliance certificate in a timely manner may result in CVSsan imposing fines.

If this option is chosen, the Parties must agree as to whether Seller or Buyer shall be responsible for the following actions necessary to perfect compliance:

a. ☐ Seller ☐ Buyer (check one) shall be responsible for obtaining the Compliance Certificate within 180 days of the Close of Escrow and paying for any required sewer repairs. If Seller is responsible for obtaining the Compliance Certificate, Seller shall Deliver a copy of the Compliance Certificate to Buyer no later than 180 Days after the Close of Escrow.

b. ☐ Seller ☐ Buyer (check one) shall be responsible to pay the required CVSsan fee for this extension. The responsible Party agrees promptly upon Acceptance of the Purchase Agreement to apply to CVSsan for a Time Extension Permit, which shall be Delivered to escrow prior to Close of Escrow.

c. ☐ Seller ☐ Buyer (check one) shall be responsible to pay the deposit to CVSsan for any Time Extension Permit for the compliance after Close of Escrow. **Note: If the Compliance Certificate is not obtained within 180 days of the Close of Escrow, this deposit may be subject to forfeiture and the property owner may be subject to enforcement action by CVSsan.** As of July 1, 2019, the fee is \$4,500, but that sum is subject to change by CVSsan at any time.

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

**OTHER ORDINANCES:** All jurisdictions have multiple 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 other ordinances.

**SOURCE OF INFORMATION:**

**Castro Valley Sanitary District**

21040 Marshall Street, Castro Valley, CA 94546 Tel: 510/537-0757

<http://www.cvsan.org/psl> (<http://www.cvsan.org>)

**THE UNDERSIGNED AGREE TO THE TERMS AND CONDITIONS OF THIS ADDENDUM  
AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS 3-PAGE DOCUMENT.**

\_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Buyer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Seller

Dated: \_\_\_\_\_

\_\_\_\_\_  
Seller

Dated: \_\_\_\_\_