

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".*

This Addendum is intended for use in the City of San Pablo. 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 December 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 THE 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 SAN PABLO**

**WEST COUNTY WASTE WATER 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 the 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.

#### **RESIDENTIAL HEALTH AND SAFETY INSPECTION:**

San Pablo requires that upon resale, all single and multiple-family dwellings are to be inspected by the San Pablo Building Inspection Division prior to close of escrow. See [www.ci.san-ablo.ca.us/main/neighborhoodservices.htm#Section5](http://www.ci.san-ablo.ca.us/main/neighborhoodservices.htm#Section5) or call 510-215-3061 for more information.

A.  **In Compliance:** A city inspection report has been provided to Buyer.

B.  **Not in Compliance – Responsibility for Cost of Compliance:**

1.  Buyer  Seller shall be responsible for obtaining a temporary certificate of compliance and pay any related fees prior to the Close of Escrow.

2.  Buyer  Seller shall be responsible for obtaining any further certification of compliance after Close of Escrow within 60 Days and all required repairs specified in the inspection report. If Seller is responsible for obtaining a post Close of Escrow compliance certificate, Seller shall Deliver a copy of the Compliance Certificate to Buyer no later than 60 Days after the Close of Escrow.

#### **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, 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 San Pablo:** <http://www.ci.san-pablo.ca.us>

13831 San Pablo Avenue, San Pablo, Ca 94806 Tel: 510-215-3000 **Police** Tel: 510-215-3130

**West County Waste Water District:** <http://www.wc wd.org>

2910 Hilltop Dr. Richmond, Ca 94806 Tel: 510/222-6700

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

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

**This document may be signed in counterparts.**

\_\_\_\_\_  
Buyer

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

\_\_\_\_\_  
Buyer

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

\_\_\_\_\_  
Seller

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

\_\_\_\_\_  
Seller

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