

**ALBANY PURCHASE AGREEMENT ADDENDUM**

*A Service of the Oakland/Berkeley 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 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 Oakland/Berkeley Association of REALTORS® as a service to its members and is effective as of October 2016. 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.

Except as specified herein, all other terms and conditions remain unchanged.

**CITY OF ALBANY**

**1. SMOKE DETECTOR ORDINANCE:** According to City of Albany, 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 by 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 East Bay Disclosure and Disclaimers Advisory)*

**A.  PROPERTY EXEMPT:** Seller states that the property is **EXEMPT** because PSL on an affected property is less than 10 years old or was fully replaced before August, 2011 and has provided EBMUD evidence of the replacement work and date performed.

**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 the 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 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 also required to comply with the private sewer lateral program. However, homeowners associations for multi-unit structures served by a single lateral or shared laterals have until July 2021 to comply. EBMUD recommends that you contact your homeowners association directly to determine responsibility for the sewer lateral, whether the appropriate Notice of Responsibility has been filed with EBMUD for each unit sold, and whether adequate reserves are available to make any necessary repairs.

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

**Buyer and Seller acknowledge 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. Furthermore, the City of Albany will have 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 New Homeowner and the City of Albany may or may not credit any of the deposit funds to the cost of repair.**

**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 subject 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 and Contra Costa counties:** <http://www.co.contra-costa.ca.us/> or <http://www.co.alameda.ca.us/>.  
See office addresses on website.

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

THE UNDERSIGNED ACKNOWLEDGE RECEIPT OF ALL THREE (3) PAGES OF THIS DOCUMENT.  
**This document may be signed in counterparts.**

\_\_\_\_\_  
Buyer Dated: \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Buyer Dated: \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Seller Dated: \_\_\_\_\_, 201\_\_\_\_

\_\_\_\_\_  
Seller Dated: \_\_\_\_\_, 201\_\_\_\_