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 Hercules. Buyers and Sellers should carefully review the **Contra Costa County Disclosures & Disclaimers Advisory** for information about the City of Hercules, Contra Costa County, and other important issues. 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 Contra Costa Association of REALTORS® as a service to its members and is effective as of September 2021. 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. If the Property is located within an HOA, both Buyer and Seller are strongly encouraged to contact the HOA to determine whether the individual homeowner or the HOA is responsible for maintenance of the Private Sewer Lateral lines within the development.

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 HERCULES

SANITARY SEWER LATERAL COMPLIANCE: Hercules requires sewer lateral inspections and repairs if damaged.

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 Hercules Municipal Code. Seller shall provide Buyer with proof of compliance prior to final verification of

condition.

B. □ **Not in Compliance - Responsibility for Cost of Compliance**: If checked, the Property is not yet in compliance with the City of Hercules Municipal Code. Repairs shall be paid by:

□ Seller
□ Buyer

C. CONDOMINIUMS: Condominiums are also required to comply with the private sewer lateral program. Condominiums and other Common Interest Developments with a Homeowners' Association ("HOA") were generally excluded from bringing PSLs into compliance, whether using individual or shared sewer laterals, and had until July 12, 2021 to comply BUT ONLY if the HOA was built before July 12, 2019 and the HOA is legally responsible for maintaining the sewer laterals (the HOA has not filed an appropriate notification of non-responsibility). HOAs built after July 12, 2019, have a 24-month deferral period from date of completion to be in compliance, there are several exceptions. Brokers have no expertise on this topic.

Generally, the HOA is responsible for the PSL compliance, if it is not then ☐ Seller ☐ Buyer (check one) shall be responsible.

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 Property is in Compliance.

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

□ Seller
□ Buyer

Further information may be obtained from the City of Hercules Building Inspection Department at the number below.

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 Hercules: http://www.ci.hercules.ca.us, 111 Civic Drive, Hercules, CA 94547 Tel: 510/799-8200

THE UNDERSIGNED AGREE TO ALL OF THE TERMS AND CONDITIONS ABOVE AND ACKNOWLEDGE RECEIPT OF ALL THREE (3) PAGES OF THIS DOCUMENT.

This document may be signed in counterparts.

_____ Dated: _____
Buyer

_____ Dated: _____
Buyer

_____ Dated: _____
Seller

_____ Dated: _____
Seller