

OAKLAND 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 for use in the City of Oakland. Please also review the separate Alameda 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 Bridge Association of REALTORS® as a service to its members and is effective as of April 2023. 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
Gerard F. Keena II, Partition Referee (Seller) and
_____ (Buyer) for that

Property commonly known as 304 Fairmount Avenue Oakland, CA.

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

1 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 Alameda County Disclosures and Disclaimers Advisory and go to www.eastbaypsl.com/eastbaypsl/extension.html)

A. [] PROPERTY EXEMPT: Seller states that the Property is EXEMPT because PSL on an affected property meets requirements set forth by EBMUD and Seller has/shall provide(d) evidence to Buyer, prior to final verification of condition.

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 final verification of condition.

2. [] COMPLIANCE BEFORE CLOSE OF ESCROW: Seller shall complete all required inspections and required repairs, and provide Buyer with a Certificate of Compliance, prior to the final verification of condition.

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 June 2019 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. **CONDOMINIUM:** 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. For more information go to <http://www.eastbaypsl.com/eastbaypsl/extension.html>

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

2. SIDEWALK REPAIR

Since July 9, 2019, the City of Oakland has required sidewalk repairs of known, unsafe conditions prior to the Close of Escrow on the sale of real property (with some exceptions, such as probate sales). These repairs are also required whenever a property owner applies for any permit or other approval needed for any construction, remodeling, modification or alteration where the estimated cost of the work exceeds \$100,000. Obtaining a Compliance Certificate is a condition of sale requirement; once issued, the Compliance Certificate is effective for 5 years after the date of issuance.

The City's guidelines allow Buyers and Sellers to negotiate who will be responsible for hiring a qualified contractor holding specified "A", "B", or "C-8" or "D-6" license and a current valid Oakland Business License to complete the repairs and the contractor would then submit a self-certification of sidewalk compliance under penalty of perjury to the City of Oakland. If concurrent permitted work is occurring, the qualified contractor may have a C-42 or C-57 license. At some unknown point in time, City of Oakland construction inspectors would then perform random inspections to make certain that all necessary work has been completed.

If the Property is a single interest in a Homeowners' Association ("HOA") or Community Association, the Associations are responsible for maintaining, repairing and certifying the condition of the sidewalks but only if those sidewalks are part of the "common element" or part of the "common area" as specified in the governing documents. However, if the sidewalks are not designated as a "common element" or part of the "common area" then the property owner is responsible for maintaining, repairing and certifying the condition of the sidewalks abutting the property. If the HOA or Community Association does not have a Compliance Certificate, the Homeowner can obtain a no-fee Compliance Certificate from the City of Oakland. Buyer and Seller are urged to carefully review the most current version of the City of Oakland Sidewalk Repair Advisory.

This Addendum shall establish which of the undersigned Parties is responsible for compliance with this law.

A. PROPERTY EXEMPT: No improved sidewalk abutting the Property (**Check One**):

1. Seller Responsible for obtaining Provisional Exemption Certificate.
2. Buyer Responsible for obtaining Provisional Exemption Certificate.

B. IN COMPLIANCE: Seller states that the City of Oakland has not issued any notices that an unsafe sidewalk condition exists, Seller is otherwise not aware of an unsafe sidewalk condition and Seller has a Compliance Certificate from the City of Oakland that is still in effect which shall be provided to Buyer within _____ Days After Acceptance. If an unsafe sidewalk condition develops after the Close of Escrow, Buyer shall be responsible for complying with the Ordinance.

C. COMPLIANCE PRIOR TO CLOSE OF ESCROW: The following party shall be "Responsible for Compliance" by hiring and paying the appropriate professional to complete sidewalk repairs and shall pay all required fees and file all required documentation with the City of Oakland to obtain the Compliance Certificate (**Check One**):

1. Seller Responsible for Compliance: Seller shall provide Buyer with a Compliance Certificate prior to final verification of condition.
2. Buyer Responsible for Compliance.

D. COMPLIANCE AFTER CLOSE OF ESCROW: The Parties understand, acknowledge and agree that a Compliance Certificate cannot be obtained prior to the Close of Escrow. The Sidewalk Repair Ordinance allows for the issuance of a Provisional Sidewalk Compliance Certificate prior to the Close of Escrow to which creates a 120-day extension period from the date the Provisional Sidewalk Compliance Certificate is issued to obtain a Compliance Certificate.

1. Seller Buyer (**check one**) agrees to be responsible for obtaining a Provisional Sidewalk Compliance Certificate including payment of any required fees prior to the Close of Escrow.
2. Seller Buyer (**check one**) shall be responsible for hiring and paying the appropriate professional to complete sidewalk repairs and shall pay any required fees and file all required documentation with the City of Oakland to obtain the Compliance Certificate within the 120-day extension period.

3. 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. (**Check either A or B below**)

- 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.

4. 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.

(Check either A or B below)

- 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.

5. 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: All jurisdictions have ordinances that may affect the use, value, development or enjoyment of any 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 Oakland: <https://www.oaklandca.gov/> Tel: (510) 238-3501

Oakland Rent Control: <https://www.oaklandca.gov/topics/rent-adjustment-program> Tel: (510)238-3721

Police <https://www.oaklandca.gov/departments/police> Tel: (510) 777-3333

Other areas in Alameda and Contra Costa counties: <https://www.contracosta.ca.gov/> or <https://www.acgov.org/>
See office addresses on websites.

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

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

Buyer: _____

Dated: _____

Buyer: _____

Dated: _____

Seller: _____

Gerard F. Keena II, Partition Referee

Dated: _____

Seller: _____

Dated: _____