

**CITY OF SACRAMENTO**  
1231 I Street, Sacramento, CA 95814

**Permit No: 0010434**  
**Insp Area: 4**

**Site Address: 1517 NOGALES ST SAC**  
Parcel No: 251-0181-032 (ALSO 1519)

**Sub-Type: RES**  
**Housing (Y/N): N**

CONTRACTOR

OWNER  
VOWELS, KEN  
8777 NICOLAUS RD  
LINCOLN, CA 95648

ARCHITECT

**Nature of Work: REPAIR/REPLACE SIDING AND TRIM (POSSIBLE DRY ROT)**

**CONSTRUCTION LENDING AGENCY :** I hereby affirm under penalty of perjury that there is a construction lending agency for the performance of the work for which this permit is issued (Sec. 3097, Civ. C.)

Lender's Name \_\_\_\_\_ Lender's Address \_\_\_\_\_

**LICENSED CONTRACTORS DECLARATION:** I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code and my license is in full force and effect.

License Class \_\_\_\_\_ License Number \_\_\_\_\_ Date \_\_\_\_\_ Contractor Signature \_\_\_\_\_

**OWNER-BUILDER DECLARATION:** I hereby affirm under penalty of perjury that I am exempt from the contractors License Law for the following reason (Sec. 7031.5, Business and Professions Code; any city or county which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractors License Law (Chapter 9 (commencing with Section 7000) of Division 8 of the Business and Professions Code) or that he or she is exempt therefrom and the basis for the alleged exemption. Any violation of Section 7031.5 by any applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.00).

I, as a owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, Business and Professional Code: The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who does such work himself or herself or through his/her own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.)

I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code) The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the Contractors License Law)

I am exempt under Sec. \_\_\_\_\_ B & PC for this reason: \_\_\_\_\_

Date 9/7/00 Owner Signature Man Wood

**IN ISSUING THIS BUILDING PERMIT,** the applicant represents, and the city relies on the representation of the applicant, that the applicant verified all measurements and locations shown on the application or accompanying drawings and that the improvement to be constructed does not violate any law or private agreement relating to permissible or prohibited locations for such improvements. This building permit does not authorize any illegal location of any improvement or the violation of any private agreement relating to location of improvements.

I certify that I have read this application and state that all information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representative(s) of this city to enter upon the abovementioned property for inspection purposes.

Date 9/7/00 Applicant/Agent Signature Man Wood

**WORKER'S COMPENSATION DECLARATION:** I hereby affirm under penalty of perjury one of the following declarations:

I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of work for which the permit is issued.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are:

Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_ Exp Date \_\_\_\_\_

(This section need not be completed if the permit is for \$100 or less) I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

Date 9/7/00 Applicant Signature Man Wood

**WARNING:** FAILURE TO SECURE WORKER'S COMPENSATION COVERAGE IS UNLAWFUL AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000) IN ADDITION TO THE COST OF COMPENSATION. DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST AND ATTORNEY'S FEE.

**THIS PERMIT SHALL EXPIRE BY LIMITATION IF WORK IS NOT COMMENCED WITHIN 180 DAYS.**

OWNER-BUILDER VERIFICATION

ATTENTION PROPERTY OWNERS

An owner-builder building permit has been applied for in your name and bearing your signature.

Please complete and return this information in the envelope provided at your earliest opportunity to avoid unnecessary delay in processing and issuing your building permit. No building permit will be issued until this verification is received.

1. I personally plan to provide the major labor and materials for construction of the proposed Improvement (yes or no) \_\_\_\_\_
2. I (have/have not) \_\_\_\_\_ signed an application for A building permit for the proposed work.
3. I have contracted with the following person (firm) to provide the proposed construction:

Name TBA Address \_\_\_\_\_  
City \_\_\_\_\_ Telephone \_\_\_\_\_  
Contractors License No. \_\_\_\_\_

4. I plan to provide portions of the work, but I have hired the following person to coordinate, Supervise, and provide the major work.

Name TBA Address \_\_\_\_\_  
City \_\_\_\_\_ Telephone \_\_\_\_\_  
Contractors License No. \_\_\_\_\_

5. I will provide some of the work but I have contracted (hired) the following to provide the Work indicated:

Name	Address	Phone	Type of work
<u>N/A</u>			

Signed Man Vowls

Job Address 1517 Nogales

Permit No: 0010434

Grant Deed

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Kenneth R. and Maureen E. Vowell  
5250 Date Avenue, Suite K  
Sacramento, California 95841

MAIL TAX STATEMENTS TO:

Same as Above

WE HEREBY CERTIFY THAT THIS IS A FULL,  
TRUE AND CORRECT COPY OF THE ORIGINAL  
DOCUMENT AS THE SAME APPEARS IN THE  
OFFICE OF THE COUNTY RECORDER OF  
Sacramento COUNTY, STATE OF  
CALIFORNIA. RECORDED ON 7-18-00  
IN BOOK 20000718 OF OFFICIAL RECORDS  
AT PAGE 0583 SERIAL NO. 4  
CHICAGO TITLE COMPANY  
By Nancy J. Garza

CTC 1043747 DML  
AP #251-0181-031-0000

(Above Space for Recorder's Use Only)

The undersigned Grantor declares:

Documentary Transfer Tax is \$ 173.80 computed on full value of property conveyed.

City of Sacramento.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Bankers Trust Company of California, N.A., a national banking association, in its capacity as Trustee under that certain Pooling and Servicing Agreement dated as of October 1, 1992, for the Certificateholders of Commercial Mortgage Pass-Through Certificates, Series 1992-CHF ("Grantor"), hereby grants to Kenneth R. Vowell and Maureen E. Vowell, as husband and wife (collectively, "Grantee"), as community property, the real property located in the City of Sacramento, County of Sacramento, State of California, and more particularly described on Exhibit A attached hereto (the "Property"), subject and subordinate to the encumbrances and exceptions set forth on Exhibit B attached hereto and all other matters of record affecting the Property (collectively, the "Permitted Exceptions").

Grantee covenants and agrees with Grantor that Grantee shall not have any recourse to Grantor, and Grantee hereby releases and agrees to indemnify and hold Grantor, and its officers, directors, employees, agents and representatives harmless on account of or from, and covenants not to commence any action at law or in equity against such party or such persons with respect to, any and all environmental liability, known or unknown, whether based on statute, common law or otherwise, for any cost, damage, expense or liability incurred by or demanded or claimed against such party with respect to (i) any and all violations of any Hazardous Materials Laws with respect to the Property and (ii) the actual or alleged presence of any Hazardous Materials in, on, under, or near the Property. For the purposes of this Grant Deed, the term "Hazardous

**Materials**" means all materials deemed hazardous under any Hazardous Materials Law, including without limitation asbestos or any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, chlorinated hydrocarbons, heavy metals, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions or related materials in any items included in the definition of hazardous or toxic waste, materials or substances, any oil or petrochemical products, ureaformaldehyde, flammable explosives, radioactive materials, or any substance, product, waste or other material of any kind or nature whatsoever which may give rise to liability under any Hazardous Material Law or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability, or under any reported decision of a state or federal court. "**Hazardous Materials Laws**" means the collective federal, state and local statutes, ordinances, rules and regulations relating to environmental conditions, industrial hygiene or Hazardous Materials, including but not limited to, the Resource Conservation and Recovery Act of 1976 ("**RCRA**"), 42 U.S.C. § 6901 et seq., the Comprehensive Environment Response, Compensation and Liability Act of 1980 ("**CERCLA**"), 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("**SARA**"), the Hazardous Materials Transportation Act, 49 U.S.C. § 690 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 42 U.S.C. § 741 et seq., the Clean Water Act, 33 U.S.C. § 7401, the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j, the California Hazardous Waste Control Act, California Health and Safety Code § 25100 et seq., the California Hazardous Substance Account Act, California Health and Safety Code § 25330 et seq., the California Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code § 25249.5 et seq., California Health and Safety Code § 25280 et seq. (Underground Storage of Hazardous Substances), the California Hazardous Waste Management Act, California Health and Safety Code § 25170.1 et seq., California Health and Safety Code § 25501 et seq. (Hazardous Materials Release Response Plans and Inventory), the California Porter-Cologne Water Quality Control Act, California Water Code § 13000 et seq., all as amended, and all similar federal, state and local environmental statutes, ordinances, rules, regulations, orders, and decrees now or hereafter promulgated thereunder. The foregoing covenant shall run with the land and shall be binding forever upon Grantee, and its successors, heirs and assigns.

By acceptance of this Grant Deed, Grantee acknowledges and agrees that any and all liability hereunder of Grantor, its agents, representatives or employees, shall be limited to and satisfied solely from the trust fund created pursuant to the above-referenced Pooling and Servicing Agreement.

DATED: July \_\_, 2000.

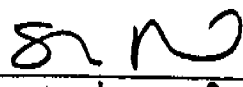
**GRANTOR:**

BANKERS TRUST COMPANY OF CALIFORNIA,  
N.A., a national banking association, as Trustee  
under that certain Pooling and Servicing Agreement  
dated as of October 1, 1992, for the  
Certificateholders of Commercial Mortgage Pass-  
Through Certificates, Series 1992-CHF

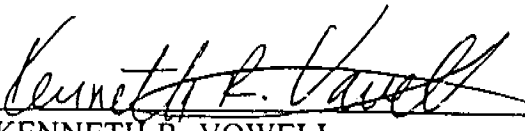
By: Lend Lease Asset Management, L.P., a  
Texas limited partnership

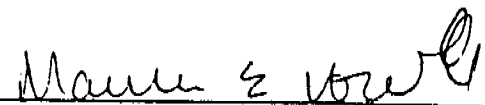
Its: Special Servicer

By: Pearl Mortgage, Inc., a Delaware  
corporation, its General Partner

By:   
Name: Sylvan Rothschild  
Its: Special Servicer Officer

**GRANTEE:**

  
KENNETH R. VOWELL

  
MAUREEN E. VOWELL

STATE OF TEXAS           §  
   §  
COUNTY OF DALLAS       §

On July 12, 2000, before me, Mary Miller personally appeared Sylvan Rothschild  personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Mary Miller (SEAL)

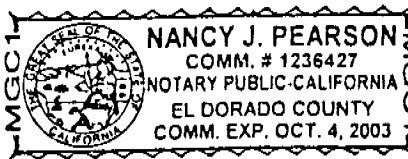


STATE OF CALIFORNIA       §  
   §  
COUNTY OF Sacramento   §

On July 14, 2000, before me, the undersigned personally appeared Kenneth R. Vowell  personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy J. Pearson (SEAL)  
Nancy J. Pearson



STATE OF CALIFORNIA       §  
   §  
COUNTY OF Sacramento   §

On July 14, 2000, before me, the undersigned personally appeared Maureen E. Vowell  personally known to me or  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Nancy J. Pearson (SEAL)  
Nancy J. Pearson



## EXHIBIT A

### Property Description

The land referred to herein is situated in the State of California, County of Sacramento, and is described as follows:

#### Parcel No. 1:

The East 56.31 feet of Lot 32, as shown on the "Plat of Oak Ridge Acres", recorded in Book 13 of Maps, Map No. 45, records of said county.

#### Parcel No. 2:

The West 112.00 feet of that portion of Lot 33, as shown on the "Plat of Oak Ridge Acres", recorded in Book 13 of Maps, Map No. 45, records of said county, lying south of a line drawn parallel to and 100 feet North of the South line of said lot. Said 100 feet being measured along the West line of said Lot 33.

## EXHIBIT B

### Permitted Exceptions

1. General and special taxes for the fiscal year 2000 - 2001, a lien not yet due or payable.
2. The Lien of Supplemental Taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.
3. Any unpaid amounts now owing for utilities, of record or not, due the City or County of Sacramento.
4. Rights of the public, the County of Sacramento and any municipality therein, in and to that portion of the herein described land lying within Nogales Street.
5. Easement for the purposes stated therein and incidental purposes as created in that certain instrument:  

Recorded:	September 14, 1984, in Book 84-09-14, Page 1608, Official Records
Granted to:	Sacramento Municipal Utility District
Purpose:	Electrical Facilities
6. Easement for the purposes stated therein and incidental purposes as created in that certain instrument:  

Recorded:	September 21, 1984, in Book 84-09-21, Page 1432, Official Records
Granted to:	Pacific Bell
Purpose:	Communication Facilities
7. Easement for the purposes stated therein and incidental purposes as created in that certain instrument:  

Recorded:	June 10, 1986, in Book 86-06-10, Page 994, Official Records
Granted to:	Pacific Gas and Electric Company, a California corporation
Purpose:	Gas and electrical facilities





PLANNING AND  
BUILDING  
DEPARTMENT

PHONE 916-264-5381

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2998

FAX 916-264-7046

STAFF LEVEL PROJECT REVIEW

DR Number: DR00-150  
Address: 1517, 1519, 1521, 1523, 1515, & 1527  
Description: **Repair/replace siding and trim**

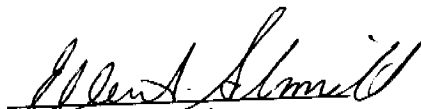
Applicant/Owner: Ken Vowell  
Date Filed: September 6, 2000  
Date Approved: September 6, 2000  
Staff Contact: Ellen A. Schmidt, Assistant Architect, 264-5962

STAFF ACTION AND CONDITIONS OF APPROVAL:

Staff has reviewed the proposed project, and approves it with the following conditions of approval:

1. No new roof-mounted mechanical equipment is allowed.
2. Reroof all 6 units with 25 year laminated dimensional composition roofing.
3. Provide new gutters throughout.
4. Clear existing planters of debris and provide new landscaping.
5. Provide automatic irrigation along street side.
6. Repair/replace existing wood siding to match existing. Paint to match.
7. Repair/replace wood trim at windows to match existing. Paint to match.
8. The scope of work is limited to the above listed items. Any changes are subject to Design Review staff approval.

Sincerely,

  
Ellen A. Schmidt  
Assistant Architect  
Design Review