

CITY OF SACRAMENTO
1231 I Street, Sacramento, CA 95814

Permit No: 0102588
Insp Area: 1

Site Address: 2822 H ST SAC
Parcel No: 007-0043-008

Sub-Type: HSG
Housing (Y/N): Y

CONTRACTOR

OWNER

ARCHITECT

STRATTON SARA K
2822 H ST
SACRAMENTO CA 95816

Nature of Work: Repair of two story Single Family Dwelling per Housing checklist.

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.

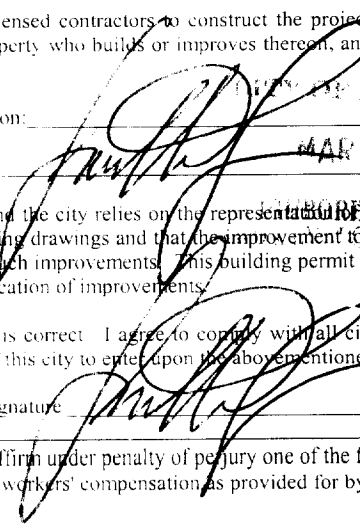
License Class _____ License Number _____ Date _____ Contractor Signature _____

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.

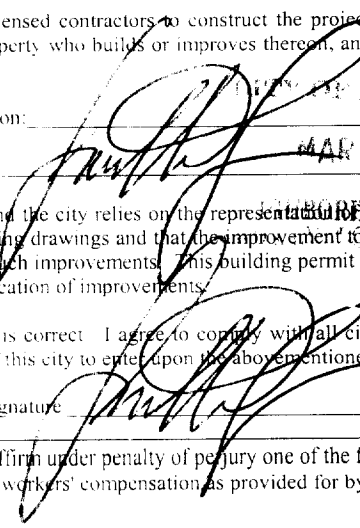
I, as owner of the property, am exclusively contracting with licensed contractors to construct the project (Sec. 7044, Business and Professions Code). The Contractors License Law does not apply to an owner of property who builds or improves thereon, and who contracts for such projects with a contractor(s)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

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

Date: 3/2/10 Owner Signature:  PAID
CITY OF SACRAMENTO
MAR 03 2010

IN ISSUING THIS BUILDING PERMIT, the applicant represents, and the city relies on the representation, 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 above-mentioned property for inspection purposes.

Date: 3/2/10 Applicant Agent Signature: 

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: EXEMPT 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: 3/2/10 Applicant Signature: 

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.

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) no
2. I (have/have not) have 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 _____ 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

X Signed [Signature]

X Job Address 2822 H Street X Date _____

Permit No: 0102588 H

- Dead bolts
- 8. 20 Amp circuits (2) in Kitchens
 - Upstairs
 - Downstairs
- 9. Open Electrical boxes/splices
- 10. B-vent and Chimney liner
- 11. Log Lighter removal

Completed/Inspected by JT/JV

N/A – Delete Kitchen under Permit B
Partially complete, covered under Permit A
Partially complete, covered under Permit A
Completed/Approved Prior to 7/11/00
Completed/Inspected by JT/JV

This is the order of work and time frame agreed upon.

II. Gus Martinez

- Correspond with Gus, review agreements and new info.
- Gus to provide a letter confirming our agreements (an overall framework for all parties).
- Respond to Gus' letter

III. Permit A: Obtain permit and commence work directly after we agree to Gus' letter.
Commence work thereafter- asap.

Completion of house for "Occupancy."

- Provide JV with a cost sheet (valuation) of work to be done
- Purchase permit
- Perform work
 - Close or terminate all open electrical boxes throughout house.
 - Complete electrical work in Kitchen
 - Install Appliances and Cabinets in Downstairs kitchen

IV. Permit B: I have agreed to obtain this permit as finances permit once Permit A is complete.
The work should be substantially completed by the end of the year, commensurate with the available funds schedule provided in the letter to JV dated June 14, 2000.

Demolition of Rear Laundry Room, Bath, and Kitchen above, repair exterior to match existing, provide rear porch/stairs.

- Provide plans and value of work for facilitated design review (this is not that difficult)
- Purchase permit.
- Remove both floors of existing construction at rear of house
 - OPTION 1: Remove Laundry porch, bath, and kitchen above, repair siding to match. Provide plans for and construct rear porch and stairs (requiring a minimal, facilitated, design review... a counter permit). Returning rear of house to original condition (Pre-1950, need photo).
 - OPTION 2: Remove Laundry porch, bath, and kitchen above, repair siding to match. Provide plans for design review, then construct 1st floor only toilet room/washroom and Laundry area, with stairs at rear for yard access.

shall be tolled for the period commencing on the date of this Agreement through the date on which the enforcement action is commenced or the termination date of this Agreement, whichever occurs first. Owner further agrees that, for purposes of laches, estoppel or any other legal or equitable defense for which the passage of time is or may be a relevant factor, the period of time from the date of this Agreement through the date of commencement of any future enforcement action or the termination date of this Agreement, whichever occurs first, shall not be considered relevant, nor asserted by Owner as relevant, for purposes of such defenses. The City has entered into this Agreement with the expectation that compliance by Owner with the terms and conditions of this Agreement will eliminate the substandard conditions present at the Property. However, in the event that the terms and conditions of this Agreement are not complied with by Owner, the City reserves the right to institute enforcement proceedings, administrative, judicial or otherwise, for events occurring during the term of this Agreement, and the purpose and effect of the provisions of this Paragraph is to eliminate the period of time from the date of this Agreement through the date of commencement of any future enforcement action or the termination date of this Agreement, whichever occurs first, from consideration for purposes of any statute of limitations, or any claims or assertion of laches or any other legal or equitable defense that might be asserted by Owner.

S. **Exhibits:** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

T. **Authority:** Sara Stratton hereby represents and warrants that she is the legal owner of the Property. Josh Pino hereby warrants and represents that he is authorized to execute this Agreement on behalf of City. However, he will not be involved in inspections of the property or final approval decisions. John Vanella, the designated primary Building Inspector for the project, will perform the inspections and be responsible for the final approval decision for permits A, B and C.

U. **Property Owner Representative:** Owner designates Jonathan Tower of Jonathan Tower Construction as an authorized agent to meet with City regarding Owner's obligations under this Agreement.

Handwritten signature
3/2/11



July 13, 2000

Sent Via Facsimile and U.S Mail

Gustavo Martinez
Deputy City Attorney
Office of the City Attorney
980 Ninth Street, 10th Floor
Sacramento, CA 95814-2736
Fax: (916) 264-7455

John Vanella
CAT Building Inspector
City of Sacramento
920 Del Paso Blvd.
Sacramento, CA 95815
Fax: (916) 566-6514

Re: City v. Stratton, 2822 H Street

Dear Mr. Martinez and Mr. Vanella:

On Tuesday, July 11, 2000, Mr. Vanella (JV) and myself (JT) inspected the house and the barn at 2822 H Street. We addressed those items yet to be approved on Mr. Wagner's list (per our agreement). The meeting was friendly and productive. After this meeting, I felt that JV and I understand each other and will work well together. Please find below, in outline form, my understanding where we are after our meeting.

I. Status of Fred Wagner's list:

1. Garage/Carriage House: On hold/ See Permit C below
NOTE: ON HOLD STATUS IS CONTINGENT ON THE FOLLOWING:

- YARD MUST BE KEPT CLEAN AND FREE OF OBSTACLES (current condition is good!)
- BARN MUST BE BOARDED UP/ KEPT LOCKED

- | | |
|-----------------------|-------------------------------------|
| 2. Remove Scaffolding | Completed/Approved Prior to 7/11/00 |
| 3. Front Porch Posts | Completed/Approved Prior to 7/11/00 |
| 4. Front Porch design | Completed/Approved Prior to 7/11/00 |
| 5. Smoke Detectors | Completed/Inspected by JT/JV |

■ 2629 Regent Street

■ Berkeley, CA 94704

■ (510) 644-1449

■ FAX (510) 849-0841