

CITY OF SACRAMENTO

1231 I Street, Sacramento, CA 95814

Permit No: 9806091

Insp Area: 1

Site Address: 1900 6TH ST SAC

Parcel No: 0090056011

Sub-Type: NSFR

Housing (Y/N): N

CONTRACTOR

WILLIAM A HEMMER
5518 SPRING CREEK WY
ELK GROVE CA 95758

OWNER

REDEVELOPMENT AGENCY CITY OF SACRA
1908 6TH ST
SACRAMENTO CA 95814

ARCHITECT

Nature of Work: FOUNDATION ONLY FOR NEW SFD TOWNHOUSE - UNIT #1

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 A/B License Number 750511 Date 7/3/98 Contractor Signature [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 Owner Signature

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 7/3/98 Applicant/Agent Signature [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 NO EMPLOYEES Policy Number

(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 7/3/98 Applicant Signature [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.

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

(NEW CONSTRUCTION)  
AGREEMENT REGARDING THE RISK  
OF FLOODING ON THE PROPERTY

RECITALS

A. The undersigned are the record owners of the real property located at 1900 6<sup>TH</sup> STREET or as described in Exhibit "A" attached (the "Property").

B. The undersigned expressly acknowledge that the Property may be subject to flooding hazards due to its location in a 100-year floodplain, as described in the Flood Insurance Rate Map dated November 15, 1989, ("FIRM"), prepared by the Federal Emergency Management Agency ("FEMA").

C. The undersigned acknowledge that they have read the Notice to Building Permit Applicants Regarding the Risk of Flooding attached as Exhibit "B."

D. Despite the potential for flood damage, the undersigned intend that the new construction ("New Construction") be placed on the Property which will not be at least one foot above the 100-year floodplain elevation levels identified in the Preliminary Work Map dated January, 1989, prepared by the U.S. Army Corps of Engineers.

E. The undersigned acknowledge that the City of Sacramento (the "City") recommends obtaining flood insurance for the New Construction.

AGREEMENT

In consideration of the issuance of a building permit for the New Construction, the undersigned agree as follows:

1. Flood-Related Property Damage. For purposes of this Agreement, the term "flood-related property damage" shall mean any property damage due to flooding resulting from an overtopping out of the channels of the Sacramento River, American River, Dry Creek, Arcade Creek or Morrison Creek levee systems or a break in those levee systems.

2. Assumption of Risk. The undersigned expressly assume the risk that the New Construction may be subject to flood-related property damage.

3. Waiver of Property Damage Claims. The undersigned unconditionally waive any flood-related property damage claim asserting liability on the part of the City, or its officers, agents or employees premised on the issuance of a permit for the New

Construction, whether or not the issuance of this permit is due to the negligence of the City or its officers, agents or employees.

4. Notice. In the event the undersigned sell the New Construction or grant a possessory interest in the New Construction of more than three years' duration, the undersigned expressly agree to include the following provisions in the purchase agreement or lease:

[Transferee/Lessee] expressly acknowledges and assumes the risk that the Property may be subject to flooding due to their location in a 100-year floodplain.

[Transferee/Lessee] unconditionally waives any flood-related property damage claim asserting liability on the part of the City of Sacramento or its officers, agents or employees premised on the issuance of a permit for any new construction on the Property, whether or not the issuance of this permit is due to the negligence of the City or its officers, agents or employees.

5. Indemnification. In the event the undersigned sell the Property or transfer a possessory interest of more than three years' duration in the New Construction within three years of the execution date of this Agreement, the undersigned agree to indemnify the City and its officers, employees and agents from and against all flood-related property damage claims premised on the issuance of a building permit for the New Construction.

The undersigned intend that the City be indemnified to the fullest extent permitted by law and, specifically, that any negligence on the part of the City shall not bar indemnity, unless such negligence is found to have been the sole cause of the damage.

The term "claims," as used in this paragraph, includes all direct or class actions or subrogation or inverse condemnation lawsuits brought by any person, entity or governmental agency in connection with the City's issuance of a building permit for the Improvements.

6. Release From Indemnification. The undersigned shall be released from any obligation to indemnify the City as set forth in Paragraph 5 of this Agreement if, at such time as the City seeks to enforce the provisions of Paragraph 5, the undersigned demonstrate that they have fully complied with the provisions of Paragraph 4 of this Agreement.

7. Severability. The undersigned expressly intend that, if any provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remaining provisions shall not be affected and shall remain in full force and effect.

8. Attorney's Fees. The undersigned agree that, if any legal action is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the nonprevailing party.

9. Succession. The undersigned expressly intend that the obligations contained herein shall run with the Property and shall bind their respective heirs, assignees and successors in interest.

10. Termination. All of the obligations set forth in this Agreement shall terminate at such time as FEMA determines that the area in which the Property is located has attained at least 100-year flood protection.

DATED: 7/3/98

  
SIGNATURE

GEN. PARTNER - KEYSTONE PROP. LLC  
Title of Signatory if Signing for an Entity

JEFFREY A. TOWNSEND  
Name

9404 CEDARVIEW WAY SUITE B  
Address  
ELK GROVE, CA. 95758

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Title of Signatory if Signing for an Entity

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address  
\_\_\_\_\_



## **KEYSTONE PROPERTIES, LLC**

9404 Cedarview Way, Suite B, Elk Grove, California 95758 (916) 683-1366

December 23, 1998

**Mr. Brian Nakashima, P.E.**  
City of Sacramento  
Development Services Division  
1231 I Street, Rm. 200  
Sacramento, CA. 95814

Re: Twin Palms Townhomes – Permits # 98-06089,90,91,94,95

Dear Mr. Nakashima:

Our contractor William Hemmer received your letter (dated 12-17-98) regarding the FEMA requirements for our project. We appreciate the advance notice and the recap of the building permit conditions.

HMR commenced construction in mid December and called for the first inspection just prior to the Christmas Holiday. Keystone Properties, LLC is working closely with the Sacramento Housing & Redevelopment Agency to ensure a timely construction schedule for this project. We appreciate your assistance in making this project a success for the City of Sacramento.

If you could recommend the person with whom we pursue parking meter abandonment for the meters along 6<sup>th</sup> Street, I would be very grateful. Please forward any information to the fax or phone number shown above.

Sincerely,

**Jeffrey A. Townsend, ASLA**  
General Partner  
Keystone Properties, LLC

cc: Bill Hemmer, Keystone Properties, LLC  
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