

CITY OF SACRAMENTO
1231 I Street, Sacramento, CA 95814

Permit No: 0400467
Insp Area: 2
Thos Bros: 338 B4

Site Address: 6290 MACK RD SAC
Parcel No: 117-0012-015

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

CONTRACTOR

OWNER
ENNIS CONL PROP LLC
643 N WESTWOOD ST
PORTERVILLE CA 93257

ARCHITECT

Nature of Work: REMODEL EXISTING RETAIL SPACE FOR NEW BAKERY.

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 the project with a contractor(s) licensed pursuant to the Contractors License Law).

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

Date 9/12/04 Owner Signature _____

PAID
CITY OF SACRAMENTO
APR 12 2004
NORTH PERMIT CENTER

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 above-mentioned property for inspection purposes.

Date 9/12/04 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 _____ 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 9/12/04 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.

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

APPLICATION FOR COMMERCIAL BUILDING PERMIT

CITY OF SACRAMENTO
 DEVELOPMENT SERVICES DIVISION
 PERMIT SERVICES SECTION
 1231 I Street, Rm. 200
 Sacramento, CA 95814 (916) 264-7619 FAX 264-7046

ACTIVITY # 0400467	Insp. Area
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Applicant **MUST** complete ALL Unshaded areas

ADDRESS 6290 MARK ROAD Suite _____
 PARCEL # _____

CONTACT Name <u>MICHAEL EDGAR</u> Street Address <u>19 NUTWOOD CIRCLE</u> City/State/Zip <u>SACRAMENTO CA 95833</u> Phone <u>(916) 922-6567</u> FAX <u>(916) 925-6328</u> E-mail: <u>MIKE.JLPC@SBCGLOBAL.NET</u>		LICENSED CONTRACTOR Lic No. # <u>B 680995</u> Name <u>JLP SERVICES INC.</u> Address <u>19 NUTWOOD CIRCLE</u> City/State/Zip <u>SACRAMENTO CA 95833</u> Phone <u>(916) 922-6567</u> FAX <u>(916) 925-6328</u> E-mail: <u>JLPSVCS@SBCGLOBAL.NET</u>	
ARCHITECT/ENGINEER Name _____ Address _____ City/State/Zip _____ Phone _____ FAX _____ E-mail: _____		OWNER Name CB RICHARD ELLIS <u>SEE BACK</u> Address 555 CAPPER MAN, SUITE 215 City/State/Zip SACRAMENTO CA 95814 Phone (916) 496-8259 FAX (916) 496-8791 E-mail: _____	

→ Will permittee have any employees on the jobsite? No Yes → INSURANCE CO: STATE INSURANCE COMPENSATION FUND
 → WORKER'S COMPENSATION POLICY # 1750907 EXPIRATION DATE: 10/1/04

NATURE OF WORK IN DETAIL: REMODEL (e) BAKERY
900 sq ft

OCCUPANT/TENANT: PANADERIA LAS PALMAS BAKERY VALUATION: \$ 50,000.00

FLOOD STATUS:		S.C.A.T.									
JOB DESCRIPTION		BLDG	SHELL	APT	TI ()	REM ()	SW	FIRE	ADD	OTH	
INSPECTION DISCIPLINES		BLDG	MECH	PLUMB	ELEC	SITE	FIRE				
# Stories	1st flr Area	Total Area	Use Zone	Occp Group	Const type	Fire Req. Y / N	Fed Code	Vio. File			
						SPR	ALARM	[H]	[Quad]		
<u>B</u>	<u>L</u>	<u>P</u>	<u>M</u>	<u>3 N</u>	<u>M</u>	<u>S</u>	<u>D</u>	<u>PW</u>	<u>UTIL</u>		

COMMENTS: BAKERY INTO EXIST. RETAIL SPACE DOES NOT REPRESENT A CHANGE OF USE W/RESPECT TO PARKING; NO OTHER PLANNING ISSUES APPARENT. DOES NOT NEED SITE.
 PHIL REED
 1/12/04

REGIONAL SANITATION FEES? Yes No HEALTH DEPARTMENT? Yes No
 WATER FLOW TEST FOR NEW BUILDINGS OR ADDITIONS? Provided Faxed

COMMERCIAL REAL ESTATE SERVICES



555 Capital Mall, Suite 215
Sacramento, Ca. 95814

T 916 446 8259
F 916 446 8741

Karin.knorr@cbre.com
www.cbre.com

F A X

To: Leslie - Building Department
Company: _____
Fax #: 808-7046
Subject: JLP Services / Las Palmas

CC: _____

Date: 4/12/04
From: Karin Knorr
Direct line: 916-446-8259
of 3
Pages: _____

MESSAGE :

Dear Leslie,

On behalf of the owner of Valley Mack Plaza, we hereby authorize Michael Edgar, from JLP Services, to sign for and pick up the building permit for Las Palmas bakery at 6290 Mack Rd., Sacramento. According to the attached management agreement, CB Richard Ellis, Inc. is agent for owner, Richard Stoll, Receiver for Valley Mack Plaza.

It is our understanding the JLP Services will not be performing the actual Tenant Improvements for this space. Future contractor is unknown at this time.

Sincerely,

CB Richard Ellis, Inc.
As Agent for Owner

Karin Knorr
Real Estate Manager

CB Richard Ellis

MANAGEMENT and LEASING AGREEMENT

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This Management and Leasing Agreement ("Agreement") is made as of July 3, 2003, between Richard Stoll, ("Receiver") and CB Richard Ellis, Inc., a Delaware corporation ("Manager" or "Broker" as the case may be) with reference to the following facts:

- A. Receiver is a court appointed Receiver of the land and improvements commonly known as Valley Mack Plaza, and located at 6100 - 6432 Mack Road, Assessor's Parcel or other Tax Identification Number: 94-3336361 (the "Property").
- B. Manager represents that it is in the business of managing and leasing properties similar to the Property and possesses the skills and experience necessary for the efficient, professional management of the Property.
- C. Receiver desires to engage the services of Manager in connection with managing and leasing the Property and Manager desires to provide such services to Receiver.

Now, therefore, in consideration of the following promises, obligations and agreements, Receiver and Manager agree as follows:

ARTICLE I - BASIC TERMS

- 1.1 Effective Date: Manager's appointment under Article II shall become effective as of July 3, 2003 (the "Effective Date").
- 1.2 Term: The term of this Agreement shall commence on the Effective Date and shall continue for a period of the Receivership subject at all times to the rights of termination set forth in Section 12.1.
- 1.3 Limit on Amount Authorized For Non-Emergency Purchase and Repairs and Contract Amount Requiring Receiver Approval. The limit on the amount Manager may incur for non-emergency purchases or repairs under Section 4.4 is \$1,500.00. Receiver's prior written approval is required under Section 4.5(b) of any contract for more than ~~\$3,000.00~~ \$2,500.00.
- 1.4 Bank and Bank Account: Manager shall designate a bank (the "Bank") in which the rents and other revenues from the Property shall be deposited pursuant to Section 4.10, subject to Receiver's written approval. The account or accounts shall be designated as a client trust account and named as follows: Valley Mack Plaza Receivership Bank of America (the "Bank Account"). The Bank Account will also be used to pay all approved and authorized expenses for the Property, as set forth herein. Manager is authorized as "Agent for Receiver" to draw on the Bank Account in accordance with the provisions of this Agreement.
- 1.5 Address of Receiver. Unless changed by notice to Manager, the address of Receiver for notices under Section 13.2 shall be:

275 Battery Street, Suite 1300
San Francisco, CA 94111-3305
Attention: Richard Stoll, Receiver for Valley Mack
- 1.6 Address of Manager. Unless changed by notice to Receiver, the address of Manager for notices under Section 13.2 shall be:

CB Richard Ellis
555 Capitol Mall, Suite 100
Sacramento, CA 95814
Attention: Rob Cord

Revised 10/00

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Agreement.

- 13.10 Amendment. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom enforcement of such change or modification is sought.
- 13.11 Governing Law. This Agreement and the obligations of Receiver and Manager shall be governed by, and construed and enforced in accordance with, the laws of the state where the Property is located.
- 13.12 Gifts. Manager shall not accept any gift from vendors employed in connection with the Property, other than gratuities of nominal value received in the ordinary course of business. Manager shall not, on Receiver's behalf or in connection with the services being rendered under this Agreement, provide any gift to or otherwise entertain any public official. The term "public official" means every member, officer, employee or consultant of a state or local agency. The term "gift," as used herein, includes any service or merchandise of any kind, discounts on merchandise or services, meals and any other item of value. Under no circumstance shall Receiver be deemed to have waived the provisions of this Section as to a specific gift unless the waiver is in writing and signed by two authorized officers of Receiver.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Receiver: Richard Stoll
a court appointed Receiver

By *Richard Stoll*
Richard Stoll

Its Receiver

Manager: CB RICHARD ELLIS, INC.,
a Delaware corporation

By *Dave Pogue*
~~John Records~~
Dave Pogue
Its Senior Managing Director

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