

CITY OF SACRAMENTO

Permit No: 0308939

1231 I Street, Sacramento, CA 95814

Insp Area: 1

Thos Bros: 297 H5

Site Address: 645 40TH ST SAC

Sub-Type: RES

Parcel No: 004-0291-001

REAR UNIT

Housing (Y/N): N

CONTRACTOR

R CONSTRUCTION
8216 BRICK HEARTH PLACE
ANTELOPE CA 95843

OWNER

NAGEL GERALD J/MARILYN A
5625 M ST
SACRAMENTO CA 95819

ARCHITECT

Nature of Work: MINOR REMODEL TO CONVERT EXISTING ILLEGAL DUPLEX BACK TO A SINGLE FAMILY RESIDENCE

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 685320 _____ 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 June 19, 2003 Owner Signature Debbi Heert, authorized agent

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 6-19-2003 Applicant/Agent Signature Debbi Heert

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 CLARENDON NATIONAL INS CO Policy Number 01KR0027930 Exp Date 04/01/2004

(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 6-19-2003 Applicant Signature Debbi Heert

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.

City of Sacramento Planning Division
PLANNING REVIEW FOR BUILDING PERMIT SUBMITTAL

| | |
|--|---|
| ADDRESS: 645 – 40 th Street | APN: 004-0291-001 |
| DRPB AREA / PUD / SPD: None | ZONING: R-1 |
| EXISTING LAND USE: Duplex in front, SFR in back which was illegally converted to 2 nd duplex | |
| PROPOSED USE: Reconvert 2 nd duplex back to a SFR | |
| PLANNING STAFF WILL CHECK ONE OR MORE OF THE ITEMS BELOW: | |
| <input type="checkbox"/> | Planning review is NOT required. |
| <input type="checkbox"/> | Use is NOT allowed; applicant CANNOT submit for plan check. |
| <input type="checkbox"/> | Requires APPLICATION(s): PC ZA IR ER DR PB |
| | Required Planning application must be submitted <i>before</i> project can be submitted for plan check. |
| <input type="checkbox"/> | Application(s) IN PROGRESS: |
| | Applicant may submit for concurrent building permit plan check, at applicant's risk. Building Division must check with Planning staff and/or SITE before issuing building permit. |
| <input checked="" type="checkbox"/> | Application(s) COMPLETED: <u>IR03-137, determination of non-conforming use</u> |
| | Building permit must conform to approved plans and comply with all conditions of approval. Do NOT issue building permit prior to end of 10 day appeal period. |
| <input type="checkbox"/> | Plans may be submitted for plan check. Plan checker(s) shall confirm compliance with Zoning Ordinance requirements and all applicable development standards <i>prior to issuance</i> of building permit. |
| <input type="checkbox"/> | Meets setback & lot coverage requirements as shown on site plan provided. |
| <input type="checkbox"/> | Plans to be submitted have been stamped/signed by Planning counter staff. |
| <input type="checkbox"/> | Route to SITE for plan check and inspection. |
| <input type="checkbox"/> | Preliminary review ONLY; the information on this form must be reviewed again and confirmed at the time of building permit submittal. |
| COMMENTS: | |
| Determined that 3 units (duplex in front, SFR in back) is a legal non-conforming use; 4 th unit was an illegal conversion and must be converted back to SFR. Work proposed at this time represents no change to existing footprint or square footage of structures on the property, therefore there is no impact on setbacks or lot coverage. | |
| DATE: 6/19/03 | BY: Phil Reed |

PROPERTY MANAGEMENT AGREEMENT
THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING AGREEMENT. READ IT CAREFULLY.
CALIFORNIA ASSOCIATION OF REALTORS' STANDARD FORM

Marilyn Nagel

(hereinafter "Owner"), and

River City Property Management (RCPM)

(hereinafter "Agent").

agree as follows:

1. The owner hereby employs and grants Agent the exclusive right to rent, lease, operate and manage the property known as

641, 643, 645 # A + B 40th St
Sac 95816

upon the terms hereinafter set forth, for the period of 1 yr. commencing 1.31.01, 1901 and terminating 1.31.02 * 1902; provided, however, that either party hereto may terminate this contract as of any day of any month during any year of the term hereof, by giving to the other party not less than 30 days prior written notice on an intention to so terminate. * Or years thereafter.

2. Agent shall:

(a) Use due diligence in the performance of this contract;

(b) Render monthly statements of receipts, expenses and charges and to remit to Owner receipts less disbursements monthly/other

In the event the disbursements shall be in excess of the rents collected by the Agent, the Owner hereby agrees to pay such excess promptly upon demand of the Agent

(c) Accumulate as a reserve in the Owner's account each month agent will send owner funds less any expenses on the 10th of each month.
and within 24 hours thereafter

(d) Deposit all receipts collected for Owner (less any sums properly deducted or otherwise provided herein) in a Trust account in a national or state institution qualified to engage in the banking or trust business, separate from Agent's personal account. However, Agent will not be held liable in event of bankruptcy or failure of a depository

~~(e) Back to liability bond made to protect any employee who handles this responsibility for Owner's interest~~

3. The Owner grants Agent the following authority and powers and Owner shall pay the expenses in connection herewith:

(a) To advertise the availability for rental of the herein described premises or any part thereof, and to display "for rent" signs thereof; to sign, renew or cancel leases for the premises or any part thereof; to collect rents or other charges and expenses due or to become due and give receipts therefor; to terminate tenancies and to sign and serve in the name of the Owner such notices as are appropriate; to institute and prosecute actions to evict tenants and to recover possession of said premises in the name of the Owner and recover rents and other sums due, and when expedient, to settle, compromise, and release such actions or suits or reinstate such tenancies. Any lease executed for the Owner by the Agent shall not exceed month & month years. month

(b) To make or cause to be made and supervise repairs and alterations, and to do decorating on said premises; to purchase supplies and pay all bills therefor. The Agent agrees to secure the prior approval of the Owner on all expenditures in excess of \$ 150 for any one item, except monthly or recurring operating charges and emergency repairs in excess of the maximum, if in the opinion of the Agent such repairs are necessary to protect the property from damage or prevent damage to life or to the property of others or to avoid suspension of necessary services or to avoid penalties or fines or to maintain services to the tenants as called for in their leases.

(c) To hire, discharge and supervise all labor and employees required for the operation and maintenance of the premises. Agent may perform any of its duties through Owner's attorneys, agents or employees and shall not be responsible for their acts, defaults or negligence if reasonable care has been exercised in their appointment and retention.

(d) To make contracts for electricity, gas, fuel, water, telephone, window cleaning, ash or rubbish hauling and other services or such of them as the Agent shall deem advisable; the Owner to assume the obligation of any contract so entered into at the termination of this agreement.

~~(e) To pay loan indebtedness, property and employee taxes, special assessments and insurance as designated by Owner.~~

Continued on other side

agent to call owner on all repairs

To order, contact—CALIFORNIA ASSOCIATION OF REALTORS®
525 S. Virgil Avenue, Los Angeles, California 90020
Copyright © 1977, CALIFORNIA ASSOCIATION OF REALTORS® (Revised 1980)

FORM PMA-11



4. The Owner shall:

(a) Indemnify and save the Agent harmless from any and all costs, expenses, attorney's fees, suits, liabilities, damages or claim for damages, including but not limited to those arising out of any injury or death to any person or persons or damage to any property of any kind whatsoever and to whomsoever belonging, including Owner, in any way relating to the management of the premises by the Agent or the performance or exercise of any of the duties, obligations, powers or authorities herein hereafter granted to the agent; to carry, at Owner's sole cost and expense, such public liability, property damage and worker compensation insurance as shall be adequate to protect the interests of the Agent and Owner, the policies for which shall name the Agent as well as the Owner as the party insured

(b) To pay the Agent:

(1) For Management 200/month

(2) For Leasing : To find a tenant. 150/tenant placement

(3) In the event that the Owners shall request the Agent to undertake work exceeding that usual to normal management, then fee shall be agreed upon for such services before the work begins. Normal management does not include modernization, refinancing, fire restoration, major rehabilitations, obtaining income tax advice, presenting petitions to planning or zoning committees, advising on proposed new construction or other counseling

(4) For assignment The Owner hereby agrees that Agent may be compensated by the party or parties requesting assignment of lease for services rendered in negotiating the consent of assignment

(5) Other Owner pays advertising costs. Agent collects all ^{late-} bounce check fee from the tenant if a check bounces. A \$7.50 "1099" tax preparation fee is debited either at termination or at the first quarter of each year.

5 If it shall become necessary for Agent or Owner to give notice of any kind, the same shall be written, and served by sending such notice by certified mail to the address shown under their signature

6 This Agreement shall be binding upon the successors of the Agent, and the heirs, administrators, executors, successors and assigns of the Owner

Parties acknowledge having read the foregoing prior to execution and receipt of a duplicate original dated this 31st

day of Jun 2001 19

5625 m 5th
95879

[Signature] 555-46-7800 h 456-9725
OWNER / Social Security # ADDRESS

[Signature] 2306 J Street Ste 201, Sacto., CA
AGENT ADDRESS 95816

(916) 443-7307 Tax ID# _____

Julie Burkett = 663-1574

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OF ANY PROVISION OR THE ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE CONSULT YOUR ATTORNEY.

RIVER CITY PROPERTY MANAGEMENT
2306 J Street, #201
Sacramento, CA 95816
(916) 443-7307 or (916) 443-2653 FAX

DATE: 6/19/03

FROM: Caroline

ATTENTION: Leslie

FAX #: 800-7046

COMMENTS: _____

PER OUR CONVERSATION

PLEASE REVIEW

AS REQUESTED

FOR YOUR INFO/FILES

OF PAGES TO FOLLOW: 2