CITY OF SACRAMENTO

1231 I Street, Sacramento, CA 95814 Insp Area: Site Address: 62 WATERSHORE CR SAC Sub-Type: NSFR 10+12 Parcel No: 0311340077 Housing (Y/N): N **CONTRACTOR OWNER** ARCHITECT PARKER DEV COMP PARKER DEVELOPMENT 8144 POCKET RD 8144 POCKET RD SACRAMENTO CA 95831 SAC CA 95831 Phone: 916-983-1988 Phone: 983-1988 Phone: Nature of Work: NEW SFR MP1850 CONSTRUCTION LENDING AGENCY: 1 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 Number 162682 Date 4/22/98 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 Law does not apply to an owner of property who builds or imporves thereon, and who does such work himself or herself or through his or 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 or 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: ___ 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. 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, forthe performance of work for which the permit is issued. 1 have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for the this permit is issued. My workers' compensation insurance carrier and policy number are: which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier Regrishe Indemnity Policy Number 49565

(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. 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.

Permit No:

9802986

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

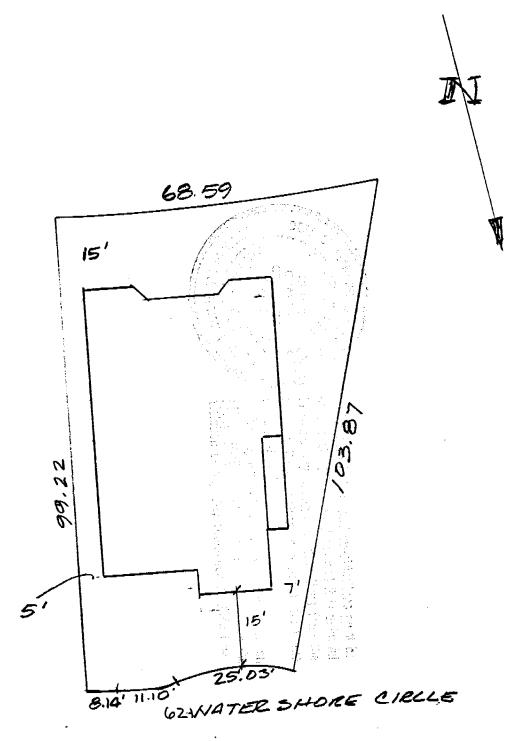
CERTIFICATION OF COMPLIANCE

A STATE OF THE PROPERTY OF THE

SCHOOL DISTRICT DEVELOPMENT FEES

(Print or Type)

PART I	TO BE COMP	LETED BY APPLICANT		
	TV OUNED IS NAME I	Parker De	v.Co.	
PROPE	RTY OWNER'S NAME_/ 'S ADDRESS_ 8/4		d Sact	0 95831
DON 1F	CT ADDRESS (02	Watersho	re Circ	1e
	L NO. 031-13	40-077	LOT NO. / 2	<u></u>
	VISION NAME ST	Il Water _		
	R OF UNITS			State of the state
	CANT'S SIGNATURE_	Cardia	Chaba	•
	OF APPLICANT	MSTru (to on	_ Assista	ent
DATE	4/2/3/98	,	_TELEPHONE NUMBE	R 983-1488
PART II	TO BE COME	PLETED BY BUILDING D	EPARTMENT	
		Mp SW		
	ING TYPE (CHECK			
ROILD	CIDENTIAL (CHECK)	APARTMENT/CONDOMINI	um () COMME	RCIAL/INDUSTRIAL ()
COUAD	SIDENTIAL ()	BLE BUILDING AREA	1850	
CICNA	TUDE TOUR MA	1 Dowell		
TITLE	Plactrica	t, nspectur	DATE 4-1	3 - 78
		PLETED BY SCHOOL DIS		
PART III				
SCH00	L DISTRICT	ROMENTO A	ITY UNIFIE	0
DISTE	RICT CERTIFICATION	NO. 6319	5	
FEES	COLLECTED \$310	2-974.00 MELL	012005 CKELOT	= \$2208.00
RESI	DENTIAL	9050	_SQ.FT X \$ 1.7	2 = \$ 3 84, W
APAR	TMENT/CONDOMINIUM_		SQ.FT X \$	= \$
	ERCIAL/INDUSTRIAL_		SQ.FT X \$	= \$
addi:	tions or correctlo	vers only the amount ons to the square for ficate of Compliance	leage for this p	ge indicated above. Any roject will require an
ment	the authorized schools of Government Co ned applicant.	ool district officia ode Section 65995 ha	l, I hereby cert ve been complied	ify that the require- with by the above
AUTH	ORIZED SCHOOL DIS	TRICT OFFICIAL		
SICN	IATURE C			100
TITI	E CVIC	LENTER FROM	MZDATE 4/2	298
riginal: So st Copy: So	chool District chool District uilding Department			



STILLWATER - LOT#/Z PLAN/850 GARAGE LEFT

PARKER DEVELOPMENT COMPANY 8144 POCKET ROAD SACRAMENTO, CA 95831 (916)983-1988

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

RECITALS

	A.	The	undersigned a	are	the	record	owners	of the	real	DIODATH	lannand	_
				r					OF	property	located	. a
"A"	attached	(the '	'Property").						01 6	us describe	a in Exhi	.DI

- 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

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

DATED: 4/13/98	
	SIGNATURE For Parker Development Comp.
••••••••••••••••••••••••••••••••••••••	Construction Assistant Title of Signatory if Signing for an Entity
	Carolyn Chambers Name 8144 Pocket Road
en e	Address Sacramento, CA 95831
en de la companya de La companya de la co	SIGNATURE
e me a la califactura de la companya de la companya La companya de la co La companya de la companya dela companya dela companya de la companya de la companya de la companya dela companya de la companya de la companya de la companya de la companya dela companya de la companya del companya de la companya de la companya de la companya de la companya del companya de la companya del compa	Title of Signatory if Signing for an Entity
	Name
and the after the state of the	Address

gear who you will have all the control and application of the control and the

EXHIBIT *B*

NOTICE TO BUILDING PERMIT APPLICANTS REGARDING THE RISK OF FLOODING

The structure for which you are seeking a building permit may be subject to flooding hazards due to its location in a 100-year floodplain. The boundaries of this floodplain are described in the Flood Insurance Rate Map ("FIRM") dated November 15, 1989, prepared by the Federal Emergency Management Agency ("FEMA") and the Preliminary Working Map dated January, 1989, prepared by the U.S. Army Corps of Engineers (collectively "Flood Maps").

RISK ASSESSMENT

The Flood Maps indicate that the majority of the City and parts of the County of Sacramento lie within a 100-year floodplain. Property located in this floodplain may be inundated in the event flooding occurs at a level reached on the average once every 100 years (a one percent chance of occurring in any given year). Under the provisions of the National Flood Insurance Program, such property is deemed subject to special flood hazards.

In developing an overall flood protection policy, the City and County Public Works Departments have determined that the risk to inhabitants posed by a levee break in the Sacramento River levee system is a risk the City and County should resolve first while concurrently addressing the other risks identified in the Corps of Engineers' new data. The Corps has determined that portions of the Sacramento River levee system protecting residents and property in the Natomas and Greenhaven areas of Sacramento require remedial work to correct latent construction defects. If allowed to remain in their present condition, a break in these levees could put at risk more than fifteen billion dollars in damageable property value and threaten the safety and welfare of more

There is also the possibility of levee failure or overtopping along the American River. This risk is dependent primarily on the American River watershed and upon releases from Folsom Dam. Although severe flooding from overtopping the levees could occur due to extremely high flows, there should be sufficient time to evacuate people and thereby reduce the risk to those living in the area.

Accordingly, the City, County and special flood districts have adopted a policy that makes levee repairs along the Sacramento River the immediate and highest priority. Funds are expected to be appropriated by Congress and contracts awarded to carry out the repair work by July 1, 1990. Once commenced, the Corps anticipates that this work will be completed in stages over a period of approximately three years.

During this same period, an effort will be made to increase the storage capacity of Folsom Dam. This will permit more control over flows in the American River and, together with the levee stabilization effort, may provide 100-year flood protection for all areas of Sacramento except Natomas and portions of the Dry Creek Morrison Creek and Arcade Creek basins, which will have approximately 70-year protection. Attaining 100-year protection for these latter areas will require raising the height of portions of the levees protecting these areas and creating additional upstream storage capacity along the American River. According to current Corps' information, this work is scheduled to be completed in January 1995.

Building permit applicants are advised to review this notice carefully and to make whatever inquiries may be necessary in order to determine the risk of flooding they may encounter to their property. 2/22/91

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

4. <u>Notice</u>. 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. <u>Indemnification</u>. 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.