

CITY OF SACRAMENTO
1231 I Street, Sacramento, CA 95814

Permit No: 0007372
Insp Area: 4

Site Address: 1610 ARDEN WY SAC
Parcel No: 277-0272-004

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

CONTRACTOR
TRI-C/CMC CONSTRUCTION
3711 REGULUS STE 3
LAS VEGAS, NEV. 89102

OWNER
THIRD I R E HUNTINGTON GROUP
1610 ARDEN WY
SACRAMENTO CA 95815

ARCHITECT
RAUSCHENBACH, MARVELLI, BECKER
2277 WATT AVE
2ND FLOOR 95818

Nature of Work: CONSTRUCT NEW 5780 SQFT JEWELRY STORE

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 C-36 License Number 70691 Date 9/27/00 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 9/27/00 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 Liberty Mutual Policy Number WA 26300015501 Exp Date 7/1/01
WA 26310015502

____ (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 9/27/00 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.

CITY OF SACRAMENTO

30 DAY TEMPORARY
Certificate of Occupancy

For Information Contact (916) 264-5716

Building Address: 1620 ARDEN WY Permit No. 00-07372

Building Use: RETAIL DBA: JARED JEWELRY Occupancy: M

Building Owner: SPEIKER PROPERTIES Construction Type: III-N

Owner Address: 1610 ARDEN WY #298 SACRAMENTO Sprinkled? [] Yes [] No

Portion of Building Occupied: ENTIRE Area: 5780 Sq. Ft.

Specific purpose for temporary occupancy and/or conditions/limitations of temporary occupancy: ALL INSPECTIONS INCLUDING FINAL SITE INSP REQUIRED PRIOR TO FINAL C OF O

12/14/00 Willie Harris DENNIS RICHARDSON
Date By:Print Sign CHIEF BUILDING OFFICIAL

[TCO approvals:MW,AC,JE,AL, NB]

CBC 109.4 TEMPORARY CERTIFICATE

If the Chief Building Official finds that no substantial hazard will result from occupancy of any building or portion thereof before the same is completed, a temporary Certificate of Occupancy may be issued for the use of a portion or portions of a building or structure prior to the completion for the entire building or structure.

POST IN A CONSPICUOUS PLACE

CITY OF SACRAMENTO

CERTIFICATE OF OCCUPANCY

For Information Contact (916) 264-5716

Building Address: 1620 ARDEN WY Permit No. 0007372

Building Use: RETAIL DBA: JARED JEWELRY Occupancy: M

Building Owner: SPEIKER PROPERTIES Construction Type: III-N

Owner Address: 1610 ARDEN WY #298 SACRAMENTO Sprinkled? Yes No

Portion of Building Occupied: ENTIRE Area: 5780 Sq. Ft.

5/16/01 Wilke Harris DENNIS RICHARDSON
Date By:Print Sign CITY BUILDING OFFICIAL

[Finaled By:NB,JXE,NBGRS,AL]

This Certificate, issued pursuant to the requirements of Section 109 of the Uniform Building Code, certifies that at time of issuance the described portion of the building has been inspected for compliance with the Uniform Building Code, as adopted per Title 15 of the Sacramento City Code for the group and division of occupancy and use for which the proposed occupancy is classified. Issuance of this certificate shall not be construed as an approval of a violation of any Codes, or Federal, State and City Laws or Ordinances. Certificates presuming to give authority to such violation shall not be valid. This certificate shall be posted in a conspicuous place on the premises and shall not be removed except by the City Building Official. No changes shall be made in the character of occupancy or use without approval of the City Building Official.

POST IN A CONSPICUOUS PLACE



Sacramento County Recording
 Mark Norris, Clerk/Recorder
 BOOK **20010510** PAGE **0593**
 Thursday, MAY 10, 2001 12:02:30 PM
 Ttl Pd \$33.00 Nbr-0000632299

RECORDING REQUESTED BY AND
 WHEN RECORDED RETURN TO:

Cassidy, Shimko & Dawson
 20 California Street, Suite 500
 San Francisco, CA 94111
 Attention: Deirdre M. Dawson

DLE/07/1-9

(Space Above This Line For Recorder's Use)

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made and entered into on this 10th day of May, 2001 by SPIEKER PROPERTIES NO. 183 LIMITED PARTNERSHIP, a California limited partnership ("Owner").

RECITALS

A. Owner owns that certain real property located in the City of Sacramento, County of Sacramento, State of California as more particularly described on attached Exhibit A (the "Property"). The Property consists of two (2) legal parcels.

B. Owner has leased a portion of the Property (Parcel 1) to Sterling Jewelers Inc. for the operation of a Jared, The Galleria of Jewelry store (the "Leased Premises"). The legal description for the Leased Premises is set forth on Exhibit B attached hereto.

C. The Sacramento Regional Sanitation District will authorize a sewer tap for the Property only from the Heritage Lane side of the Property. As such, the sewer line (the "Sewer Line") which was installed to serve the Leased Premises crosses Parcel 2 as shown on Exhibit C attached hereto.

D. The City of Sacramento (the "City") will issue a permanent certificate of occupancy for the building constructed on the Leased Premises only if the Owner agrees to grant and record a Sewer Line Easement (as hereafter defined) burdening Parcel 2 for the benefit of Parcel 1.

NOW, THEREFORE, in consideration of the City's granting of a permanent certificate of occupancy for the building located on the Leased Premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby declares as follows:

1. Declaration of Easements.

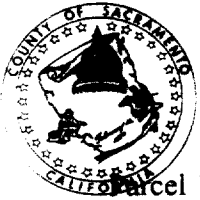
(a) The Owner of Parcel 2 hereby grants to the Owner of Parcel 1 a non-exclusive easement to use a portion of Parcel 2 as more particularly described in Exhibit

C (the "Sewer Line Easement") for the installation, maintenance and repair of the Sewer Line. Except in cases of emergency only, the Owner of Parcel 1 shall not begin any work of installation, maintenance or repair on the Sewer Line unless such Owner has first coordinated with the Owner of Parcel 2 the timing and schedule of such work. As a condition to performing such work, the Owner of Parcel 1 shall deliver to the Owner of Parcel 2 a certificate of insurance satisfying the requirements of Paragraph 4 below. The work shall be performed in such a manner so as to cause as little disruption as is reasonably possible to the operation of the businesses being conducted on Parcel 2. The Owner of Parcel 1 shall pay all costs and expenses incurred in connection with the installation, maintenance, and repair of the Sewer Line and shall provide copies of as-built plans for the Sewer Line to the Owner of Parcel 2.

(b) At any time and from time to time, the Owner of Parcel 2 shall have the right to relocate the Sewer Line installed pursuant to the foregoing grant of easement provided that any such relocation: (i) shall be performed only after thirty (30) days prior written notice to the Owner of Parcel 1, (ii) shall not unreasonably interfere with or diminish sewer service to the Owner of Parcel 1, (iii) shall not reduce or unreasonably interfere with the usefulness or function of the Sewer Line, (iv) shall be performed without cost or expense to the Owner of Parcel 1, (v) shall be completed using materials and design standards which are equal or exceed those originally used and shall otherwise comply with law, (vi) shall have been approved by the utility service provider and any appropriate governmental agency having jurisdiction thereof, (vii) shall provide for the original and relocated area to be restored to the original specifications, and (viii) shall not interfere with the conduct or operation of the business or any occupant of Parcel 1. The Owner of Parcel 2 shall provide copies of the as-built plans for such relocated sewer line to the Owner of Parcel 1 within thirty (30) days after the date of the completion of such relocation.

2. No Merger. Notwithstanding Owner's common ownership of both Parcel 1 and Parcel 2, the Sewer Line Easement granted in Paragraph 1 hereunder shall burden and benefit each Parcel individually without merger as a result of such common ownership, and upon the subsequent conveyance of either Parcel such that the Parcels cease to be under common ownership, neither Owner conveying said Parcel nor the Owner acquiring said Parcel shall need to execute additional documentation to evidence the existence of the Sewer Line Easement and said Sewer Line Easement shall relate back and shall be deemed to have been created as of the date hereof.

3. Indemnity. The Owner of Parcel 1 hereby covenants to indemnify, protect, defend, and hold the Owner of Parcel 2 and their respective officers, directors, stockholders, agents, tenants and employees harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, on or upon Parcel 2 relating to the Sewer Line Easement granted hereunder or arising from the Owner of Parcel 1's failure to comply with any provision of this Agreement.



COUNTY OF SACRAMENTO DEPARTMENT OF FINANCE

COUNTY CLERK-RECORDER

MARK NORRIS
Director of Finance

CRAIG A. KRAMER
Assistant County Clerk-Recorder

4. Insurance. Prior to the Sewer Line, the Owner of Parcel 1 shall procure, pay for and keep in full force and effect at all times a commercial general liability insurance policy insuring against assumed or contractual liability under this Declaration with respect to any activity performed on Parcel 2 with respect to the Sewer Line Easement with limits with respect to such personal liability and property damage of not less than \$1,000,000.00 per occurrence. Any policy of insurance required to be carried by the Owner of Parcel 1 shall be written by a responsible insurance company authorized to do business in the State of California and shall name the Owner of Parcel 1 as an additional insured.

5. Recording. Owner shall record this Declaration in the official records of the Sacramento County Recorder.

6. Covenants Run with the Owner's Land. All of Owner's agreements and obligations contained herein are covenants which benefit and run with the Property, in accordance with Section 1468 of the Civil Code, and the burden thereof shall be binding upon Owner's constituents, successors and assigns.

7. Owner's Representations Regarding Ownership. Owner certifies that it owns full legal title to the Property. Each individual executing this Declaration on behalf of a corporation or partnership represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Declaration and that said entity will thereby be obligated to perform the terms of this Declaration.

8. Joint and Several Liability. In the event that Owner consists of more than one party, each person, entity or other party described as the "Owner" in the first paragraph of this Declaration and/or executing this Declaration for Owner, shall be jointly and severally liable for each and every obligation and requirement imposed on Owner herein.

9. Exhibits Incorporated. The Exhibits described above and attached hereto are incorporated herein by this reference as if fully set forth at this place.

10. Successors and Assigns. This Declaration is binding upon Owner and its heirs, successors and assigns.

(This Declaration continued on the following page)



COUNTY OF SACRAMENTO DEPARTMENT OF FINANCE

IN WITNESS WHEREOF, ~~COUNTY CLERK-RECORDER~~ Declaration as of the day
and year first above written.

OWNER:

MARK NORRIS
Director of Finance

SPIEKER PROPERTIES #183 LIMITED **CRAIG A. KRAMER**
PARTNERSHIP, a California limited partnership **Assistant County Clerk-Recorder**

By: **SPIEKER PROPERTIES, L.P.**,
a California limited partnership, its General Partner

By: **SPIEKER PROPERTIES, INC.**,
a Maryland corporation, its General Partner

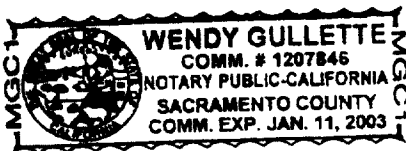
By:
Peter C. Thompson
Its: Senior Vice President

STATE OF CALIFORNIA)
)
COUNTY OF Placer) ss.

On this 7 day of May, 2001, before me, Wendy Gullette
the undersigned Notary Public, personally appeared PETER C. THOMPSON, personally known
to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he executed the same in his
authorized capacity, and that by his signature on the instrument the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public





COUNTY OF SACRAMENTO
DEPARTMENT OF FINANCE
COUNTY CLERK-RECORDER

LEGAL DESCRIPTION

MARK NORRIS and Parcel 2 as shown on that certain Parcel Map recorded in Book 159 of Parcel Maps, **CRAIG A. KRAMER**
Director of Finance Page 12, on October 6, 2000, in the Official Records of Sacramento County. Assistant County Clerk-Recorder

EXHIBIT A
Page 1 of 1



COUNTY OF SACRAMENTO
DEPARTMENT OF FINANCE
COUNTY ~~CLERK~~ RECORDER

LEGAL DESCRIPTION FOR LEASED PREMISES

MARK NORRIS as shown on that certain Parcel Map recorded in Book 159 of Parcel Maps, Page 12, on **CRAIG A. KRAMER**
Director of Finance October 6, 2000, in the Official Records of Sacramento County Assistant County Clerk-Recorder

EXHIBIT B
Page 1 of 1

600 8TH Street, Sacramento, California 95814
P.O. Box 839, Sacramento, California 95812-1703
Information: (916) 874-6334 Outside 916 Area Code: 1-800-313-7133



COUNTY OF SACRAMENTO
DEPARTMENT OF FINANCE
COUNTY CLERK-RECORDER

SEWER LINE EASEMENT

MARK NORRIS
Director of Finance [legal description and drawing]

CRAIG A. KRAMER
Assistant County Clerk-Recorder

EXHIBIT C
Page 1 of 1

600 8TH Street, Sacramento, California 95814
P.O. Box 839, Sacramento, California 95812-1703
Information: (916) 874-6334 Outside 916 Area Code: 1-800-313-7133



COUNTY OF SACRAMENTO
DEPARTMENT OF FINANCE
COUNTY CLERK-RECORDER

MARK NORRIS
Director of Finance
March 6, 2001

CRAIG A. KRAMER
Assistant County Clerk-Recorder

EXHIBIT A
PRIVATE SEWER EASEMENT

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California described as follows;

A strip of land the uniform width of 10.00 feet the centerline of which is described as follows;

Beginning at a point on the Northwesterly line of Parcel 2, as said parcel is shown and so designated on that certain Parcel Map filed in Book 159 of Parcel Maps at Page 12 official records of said county, from which the Northerly end of that certain course shown on said Parcel Map as North 31°47'58"East 377.95 feet, bears North 31°47'58"East 28.74 feet; thence from said point of beginning South 58°12'02"East 491.12 feet; thence North 31°47'58"East 21.45 feet to a point on the Southwesterly line of Parcel 2, as shown on said Parcel Map.



MDJ
5/9/01



COUNTY OF SACRAMENTO

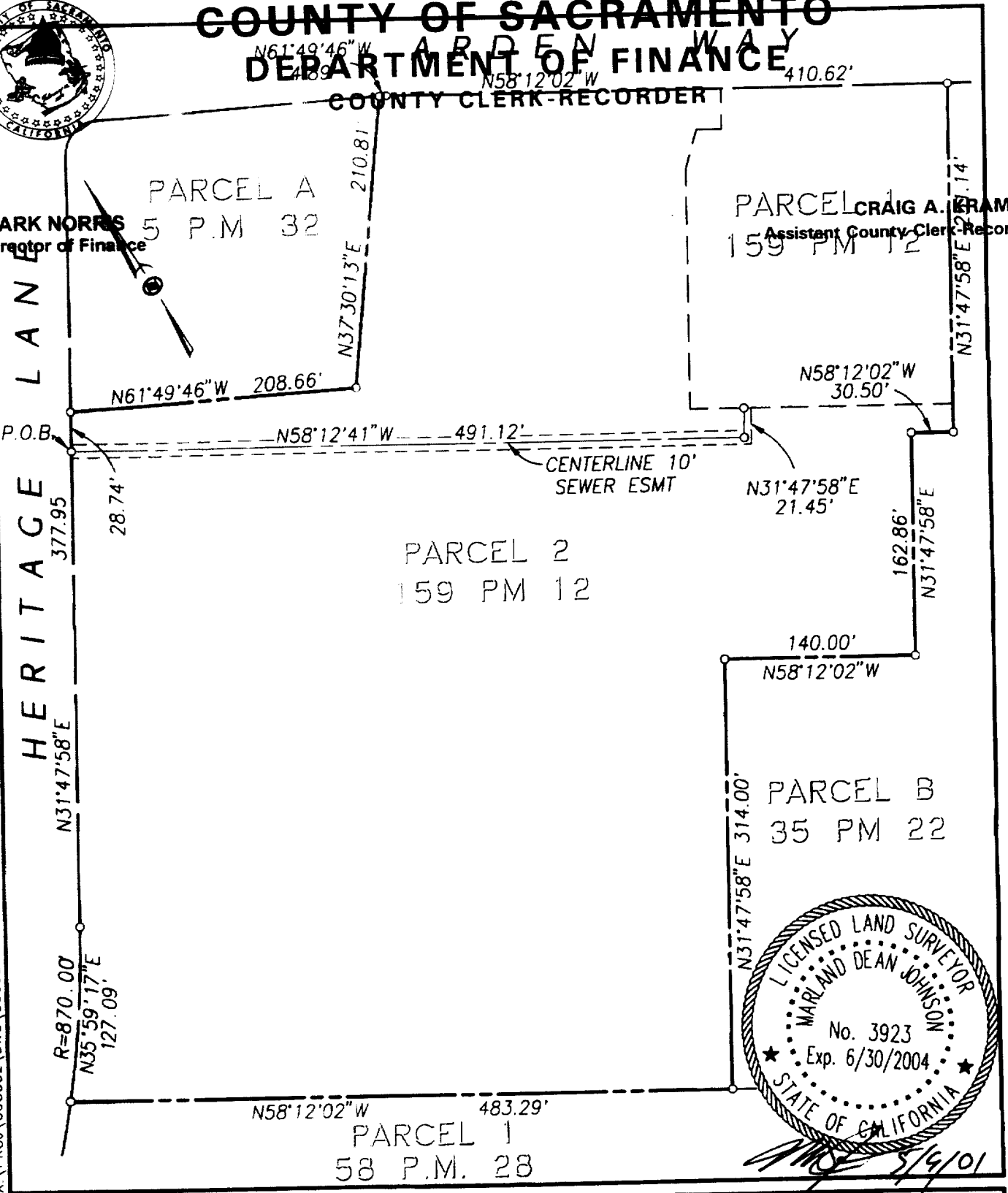
ARDEN WAY DEPARTMENT OF FINANCE

COUNTY CLERK-RECORDER

MARK NORRIS
Director of Finance

CRAIG A. FRAMER
Assistant County Clerk-Recorder

X:\PROJ\000052\DWG\00052EX1.DWG 05-10-01 09:12 am - rokeefe



MORTON & PITALO, INC.

CIVIL ENGINEERING • PLANNING • SURVEYING
1768 TRIBUTE ROAD • SUITE 200 • SACRAMENTO, CA 95815
PHONE 916/927-2400 • FAX 916/567-0120

DRAWN:	MJC	JOB NO:	000052
CHECKED:	MDJ	DATE:	JANUARY 29, 2001
SCALE:	1"=100'	SHEET:	1 of 1

EXHIBIT "B"

SEWER EASEMENT

PARCEL "A"
35 PM 22

SACRAMENTO, CALIFORNIA

600 8TH Street, Sacramento, California 95814

P.O. Box 839, Sacramento, California 95812-1703

Information: (916) 874-6334 Outside 916 Area Code: 1-800-313-7133

OWNER-BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractors License Law for the following reason (Section 703.1, Business and Professions Code: Any city or county which requires a permit to construct, alter, 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 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 Professions 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 or her own employees, provided that such improvement 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 & P Code for this reason _____

SIGNATURE

DATE

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 the work for which this 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: Liberty Mutual exp. 7/1/01

Policy No.: WA 2-63D-004-155-01

I certify under penalty of perjury 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.

[Signature]
SIGNATURE

9-22-00
DATE

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 FEES.

In issuing this 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 the 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 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, understand and agree to the above conditions. I certify under penalty of perjury that the above information is correct. I agree to comply with all city and county ordinances and state laws relating to building construction and hereby authorize representatives of this city to enter upon the above mentioned property for inspection purposes.

[Signature]
SIGNATURE OF APPLICANT OR AGENT

Superintendent CMC Construction
Jon Van Vleet

Sept 22 / 00
DATE

Certification of Compliance
School District Development

To: Building

Part I - To be completed by the APPLICANT

Owner's Name/Address James J. ...
Project Address 1616 ...
Parcel Number 277-0272-004 Lot No. _____
Subdivision Name _____ No. of Units _____
Applicant's Signature [Signature] Title President
Phone No. (916) 743-1033 Date 9/26/00

Notice to Applicant: Pursuant to Government Code Section 66020(d), this will serve to notify you that the 90-day approval period in which you may protest the fees or other payment identified above will begin to run on the date in which the building or installation permit for this project is issued or on which they are paid to the district(s) or to another public entity authorized to collect them on behalf of the district(s), whichever is earlier.

Part II - To be completed by the BUILDING DEPARTMENT

Plan Identification Number 020 0272
Building Type (check one) Residential Apartment/Condominium Commercial/Industrial
Square Feet of Chargeable Building Area 5785
Signature/Title [Signature] Date 9/26/00

Part III - To be completed by the SCHOOL DISTRICT

School District 20000 Certificate No. 10892
 Exempt Comments _____
Residential/Apartment/etc. _____ Square ft. x \$ _____ = \$ _____
Commercial/Industrial 5785 Square ft. x \$ 1.20 = \$ 1418.40
Total fees collected 1418.40 09-26-GOP04:17-RCVD \$ 1418.40

This certification covers only the amount of square footage indicated above. Any additions or corrections to the square footage for this project will require an amendment to the Certificate of Compliance.

As the authorized school official, I hereby certify that the requirements of Government Code Section 65995 and any other authorized requirements have been complied with by the above signed applicant.

Signature [Signature] Date 9/26/00

Date of Request: _____

By: _____

CITY OF SACRAMENTO DEVELOPMENT SERVICES DIVISION
PLANNING AND ZONING INFORMATION REQUEST

Project Address: 1610 Arden Way

Assessor's Parcel Number: 277-0272-009

Previous Use: Vacant

Description of Request/Proposed Use: Retail Store

Is This a Change of Use?

Zoning Designation: SCR

Prior Applications for Project Site(P#, Z#, DRPB#): _____

Comments: Needs a Special Permit

Are There Any Planning Issues?: (circle one) YES NO

- * Staff Site Plan Check Required? (Circle one) YES NO
- * Field Inspection Required? (Circle one) YES NO
- * Design Review/Preservation Required?: (Circle one) YES NO

Planning Review by/Date: [Signature] 7-21-00

A list of items that must be reviewed by Planning is provided on the reverse side of this form.

MICROFILM AFTER FINAL

APPLICATION FOR COMMERCIAL BUILDING PERMIT

CITY OF SACRAMENTO
DEVELOPMENT SERVICES DIVISION
PERMIT SERVICES SECTION

1231 I Street, Rm. 200 AKA 1610 ARDEN WAY
 Sacramento, CA 95814 (916) 264-7619 FAX 264-7046

ACTIVITY # 00.07372	Insp. Area 4C
---	---

Applicant **MUST** complete ALL Unshaded areas

ADDRESS SEQ Arden Way & Heritage Lane Suite _____
 PARCEL # A portion of 277-0272-004

<p style="text-align: center;">CONTACT</p> Name <u>Sandy Swett</u> Street Address <u>131 Wellfleet Circle</u> City/State/Zip <u>Folsom, CA 95630</u> Phone <u>(916) 983-1033</u> FAX <u>(916) 983-0849</u> E-mail: <u>Swetteg@aol.com</u>	<p style="text-align: center;">LICENSED CONTRACTOR</p> Name <u>Notellow</u> Lic No. # _____ Address _____ City/State/Zip _____ Phone _____ FAX _____ E-mail: _____
<p style="text-align: center;">ARCHITECT/ENGINEER</p> Name <u>Pauschenbach, Marvell & Becker</u> Address <u>2277 Watt Avenue, 2nd floor</u> City/State/Zip <u>Sacramento CA 95825</u> Phone <u>(916) 488-8500</u> FAX <u>(916) 983-0849</u> E-mail: _____	<p style="text-align: center;">OWNER</p> Name <u>Speker Properties</u> Address <u>1610 Arden Way, Suite 298</u> City/State/Zip <u>Sacramento, CA 95825</u> Phone <u>(916) 921-5600</u> FAX _____ E-mail: _____

→ Will permittee have any employees on the jobsite? No Yes → INSURANCE CO: _____
 → WORKER'S COMPENSATION POLICY # _____ EXPIRATION DATE: _____

NATURE OF WORK IN DETAIL: Construct new 5780 sq Jewelry Store
X1.31, X11, X12

OCCUPANT/TENANT: JALED Jewelry VALUATION: \$960,000⁰⁰

FLOOD STATUS: <u>A99</u>		S.C.A.T. 101, 200, 201, X1.11, X1.12, X1.14, X1.16, X1.17, X1.27							
JOB DESCRIPTION: <u>(BLDG)</u>		SHELL	APT	TI()	REM()	SW	FIRE	ADD	OTH
INSPECTION DISCIPLINES		<u>(BLDG)</u>	<u>(MECH)</u>	<u>(PLUMB)</u>	<u>(ELEC)</u>	<u>(SITE)</u>	<u>(FIRE)</u>		
# Stories	1st flr Area	Total Area	Use Zone	Occp Group	Const type	Fire Req. <u>(Y)</u> /N	Fed Code	Vio. File	
<u>1</u>	<u>5780</u>			<u>M</u>	<u>V-N</u>	<u>(Y)</u>	<u>18</u>	[H]	[Quad]
<u>(B)</u>	<u>(L)</u>	<u>(P)</u>	<u>(M)</u>	<u>(E)</u>	<u>(E)</u>	<u>(S)</u>	<u>(D)</u>	<u>(PW)</u>	<u>(UTIL)</u>

COMMENTS: FIRE SPRINKLER SYSTEM DEFERRED
STEEL TRUSSES DEFERRED

REGIONAL SANITATION FEES? Yes No HEALTH DEPARTMENT Yes No

WATER FLOW TEST FOR NEW BUILDINGS OR ADDITIONS? Provided Faxed

WATER SUPPLY TEST - DIVISION OF UTILITIES

1395 35TH AVENUE
 SACRAMENTO, CA. 95822
 PHONE: 916 / 264-1430
 FAX: 916 / 264-1497

TEST NO: ()	FILE NO:
REQUEST DATE: ASAP	
COMPLETE DATE:	
ANALYSIS FEE: 90.00	DATE PAID: 4/11/00
FIELD TEST FEE:	DATE PAID:

CONTACT PERSON: Sandy Swett	PHONE NO: 983-1033	FAX NO: 983-0849
COMPANY: Swett Equity Inc	CELL PHONE NO: 2052792	
COMPANY ADDRESS: 131 Wellfleet Circle	STREET ADDRESS OF TEST: (Address not assigned yet)	
PURPOSE OF TEST: See if water supply test req	ASSESSOR'S PARCEL NUMBER: 277-0272-004	

The undersigned agrees to the following items and conditions:

- (1) The street address shown above is correct.
- (2) Water supply data is developed from several sources of information which may include water supply test data, pipe network computer models, and continuous pressure recording stations. The design water supply data given below is to be used for design purposes.
- (3) Although the water supply data reported herein is believed to be accurate, the City makes no warranty, guaranty, certification or other representation of any kind that such data is accurate or correct, or that the pressures and/or flow rates reported herein can or will be maintained. The undersigned agrees that the City, its officers and employees shall not be liable for any damages of any kind resulting from the use of or reliance upon the water supply data reported herein by the undersigned or by any third party.
- (4) If the undersigned desires to witness the water supply test performed by the City, please check the box below:
 I want to witness this water supply test, which will be scheduled at the convenience of the Department of Utilities.
- (5) If the undersigned elects to hire a licensed engineer, at the undersigned's sole expense, to witness and certify the water supply test performed by the City, please check the box below:
 At my expense, I will arrange for a licensed engineer to witness and certify this water supply test, which will be scheduled at the convenience of the Department of Utilities.

Print Name: **Sandy Swett** Signature: *[Signature]* Date: **4/11/00**

ENGINEERING REQUEST DATE: _____ DATE OF TEST: _____ TIME OF TEST: _____

WATER MAIN SIZE: _____ TEST CONDUCTED BY: _____

	HYDRANT NO.	MAP PAGE	STATIC PRES. (PSI)	RESIDUAL PRES. (PSI)	PITOT PRES. (PSI)	OUTLET DIA. (IN.)	COEFFICIENT		CALC. FLOW @ PRES. (G.P.M.)	FLOW @ 20 PSI (G.P.M.)
							C ₁	C ₂		
RESIDUAL										
FLOWED										
FLOWED										
FLOWED										
FLOWED										

• THE WATER SUPPLY TEST DATA IS NOT TO BE USED FOR THE DESIGN OF DOMESTIC WATER SYSTEMS.
 • (STATIC PRES. - RESIDUAL PRES.) / (STATIC PRES. - 20 PSI) IS LESS THAN 25%. THEREFORE, THESE RESULTS ARE ONLY VALID FOR FLOWS NOT EXCEEDING _____ G.P.M.

$$Q = 29.83 C_1 C_2 D^2 \sqrt{P_{\text{pitot}}}$$

$$Q_{20} = Q_F \left(\frac{P_s - 20}{P_s - P_r} \right)^{0.54}$$

	ACTUAL	DESIGN (1)
STATIC PRES	PSI	PSI
RESIDUAL PRES	PSI	PSI
TOTAL FLOW @ RESIDUAL PRES	G.P.M.	G.P.M.
TOTAL FLOW @ 20 PSI	G.P.M.	G.P.M.

(1) The Design Water Supply Data reflects fluctuations and future demands on the water distribution system. It is to be used for design purposes. 7/18/98

MR. O'S CABINET SHOP, INC.

6315 Promway Ave. N.W. ■ North Canton, Ohio 44720 ■ Phone (330) 494-8734
Fax (330) 494-5073

September 13, 2000

Cedarwood Architectural, Inc.
Robert Marshall
1765 Merriman Road
Akron, OH 44313

Re: Showcase Lighting

Dear Mr. Marshall:

We are a UL listed manufacturer of wired cabinets and fluorescent light fixtures. We fabricate custom sized fluorescent light fixtures for our wired cabinet showcases according to UL 1570 (file #E138862). The showcases are wired with our lights and other UL listed components into custom sectioned wired cabinets according to UL 65 (file #E 138863). We also have single wired cabinets labels under this same wired cabinet file. Our procedure and labels are through the Northbrook, IL UL center

All cases are shipped with the appropriate UL labels to their final destinations. Specific sizes of the lights are not available, as we have not manufactured the custom showcases to date

If I can be of further assistance, please call.

Sincerely,

Mr O's Cabinet Shop, Inc
Russell S. McGill
Russell S. McGill
General Manager

MICROFILM AT FINAL

PERMIT SUMMARY DOCUMENT

**Bldg Commercial
PCTARGET**

Address: **1610 ARDEN WY SAC** Date Issued: _____ Area: 4

Permit #: **0007372** Thomas Bros: 296C5 652

Location:

APN: 277-0272-004

Owner: **THIRD I R E HUNTINGTON GROUP**
1610 ARDEN WY
SACRAMENTO CA
95815

Contractor:

Phone:

Phone:

JOB DESCRIPTION: CONSTRUCT NEW 5780 SQFT JEWELRY STORE

DBA:

Occupancy: M	Change of Use: N	Zoning: ??
Const Type: III-N	Sub-Type: NCOM	DR:
Fire Sprinkler?: Y	Activity Code: N1	Fed Code: 18
Flood Zone: A99	Cert Req'd: Y	Balance: \$23,353.46

VALUATION: \$902,999.20 Sq. Ft: 5780 Reg San: \$0.00 School Fees Req'd: Y or N

BLDG Y MECH Y PLBG Y ELEC Y SITE Y FIRE Y

	<u>BLDG</u>	<u>L/S</u>	<u>MECH</u>	<u>PLBG</u>	<u>ELEC</u>	<u>SITE</u>	<u>FIRE</u>	<u>UTIL</u>	<u>PW</u>
Cycle 1	JST	JST	JMT	JMT	GMC	GRS	EHC	MDD	JMC
Cycle 2	JST	JST	JMT	JMT	GMC	GRS	EHC		JMC
Cycle 3		JST			GMC	GRS			JMC
Cycle 4									JMC

CONDITIONS: Cond: 101
FRI - Sprinkler Monitoring
Cond: 200
FRI - Overheads - Plans
Cond: 201
FRI - Fire Sprinkler U/G

Cond: X1.11

SPI - Concrete

Cond: X1.12

SPI - Bolts installed in concrete

Cond: X1.14

SPI - Reinforcing steel and prestressing steel tendons

Cond: X1.16

SPI - Structure Welding - Field structural welding

Cond: X1.17

SPI - Structure Welding - Shop structural welding
(requiring special inspection)

Cond: X1.27

SPI - Special grading, excavation and filling

Cond: X1.31

SPI - Epoxy anchor

Cond: X11

SCU - Site improvements/T-24 handicap

Cond: X12

SCU - Site improvements/Zoning Code

SWETT EQUITY INC
131 WELLFLEET CIR (916) 983-1033
FOLSOM, CA 95630

Date 9/26/00

3747

11-35/1210
623

Wastewater Conveyance & Treatment



Sacramento Regional
County Sanitation
District

9660 Ecology Lane
Sacramento, California
95827-3881

Tele: (916) 875-6679
Fax: (916) 875-6253

Dolores Ross
Customer Service

E-mail: rossd@pwa.co.sacramento.ca.us

Pay to the Order of SRCSD \$ 1,663⁰⁰
Sixteen hundred sixty three dollars and 00/100

Bank of America
Orangevale Branch #0623
8800 Greenback Lane
Orangevale, CA 95662 (916) 373-8920

VALUED
Customer Since
1996

For Sewer Impact fees *[Signature]*

⑆ 1 2 1 0 0 0 3 5 8 ⑆ 3 7 4 7 ⑆ 0 6 2 3 7 ⑆ 0 4 8 3 0 ⑆

COUNTY SANITATION DISTRICT NO. 1 SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT SEWER IMPACT FEE PERMIT AND CALCULATION SHEET			
APPLICATION NO:		BLDG PERMIT NO: <u>CITY</u>	
GENERAL INFORMATION		THIS PERMIT GOOD ONLY WHEN VALIDATED BY THE CASHIER	
FEE CALCULATION		BUILDING USE	
INSPECTION		RESIDENTIAL SF <input type="checkbox"/>	MF <input type="checkbox"/>
CSD-1	<u>273</u>	COMMERCIAL USE #	UNITS
SRCSD	<u>1390</u>	<u>5780 #</u>	
CONSTRUCTION		<u>Jewelry Store</u>	
IN-LIEU			
TOTAL FEE	\$ 1,663		
APN:	<u>277-0272-004</u>		
DESCRIPTION/SUBDIVISION	LOT:		
PROPERTY ADDRESS	<u>1610 Arden Way</u>		
OWNER	<u>Dared Jewelry</u>		
MAILING ADDRESS			
CITY-STATE-ZIP	PHONE		
ADDITIONAL FEES MAY BE DUE IF CHANGES IN USE INCREASE SEWER IMPACT.			
APPLICANT SIGNATURE	<i>[Signature]</i>		
CONSOLIDATED UTILITY BILLING USE ONLY			
ACCT _____	INPUT _____	START _____	
OFFICE COPY			

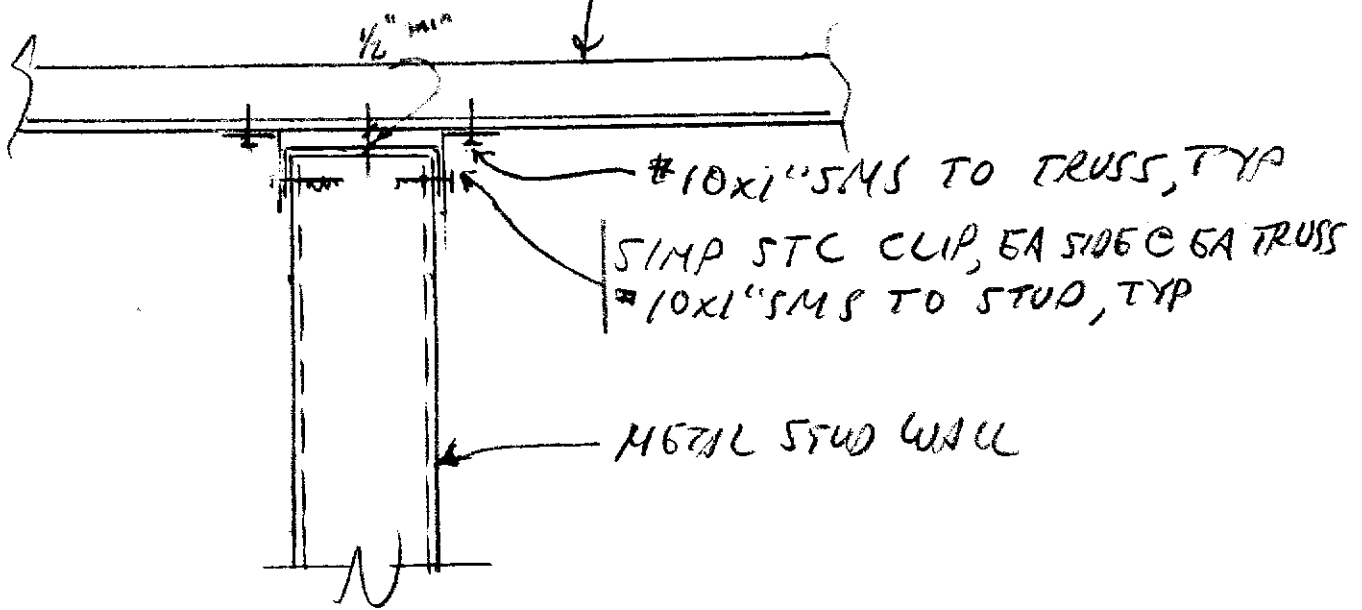
PAID
 SEP 26 2000
 BY *[Signature]*

JAKED JOIST
POINT WBS

0007372
1620 ARDEN WY

SK1
11-17-00

PROBAB TRUSS



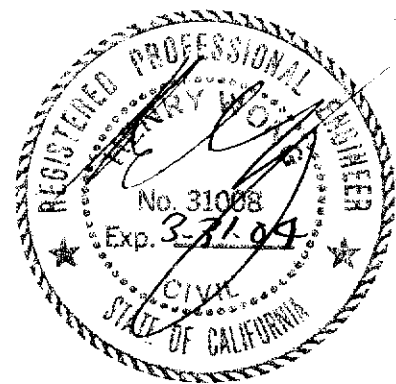
ALTERNATE DETAIL TO FLEXTRACK
TRUSS TO NON BEARING WALL DET.

1/2" = 1'-0"

ISSUED

NOV 29 2000

Sacramento Building Division



This set of plans and specifications must be kept on the job at all times and it is unlawful to make any changes or alterations from the same without written permission from the Building Division.

The use of this plan and specification SHALL not be held liable for or a cause of the violation of any City Ordinance or State Law.

Handwritten mark, possibly initials.

ISSUED

NOV 29 2000

Sacramento Building Division



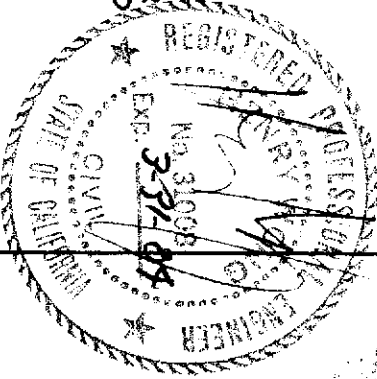
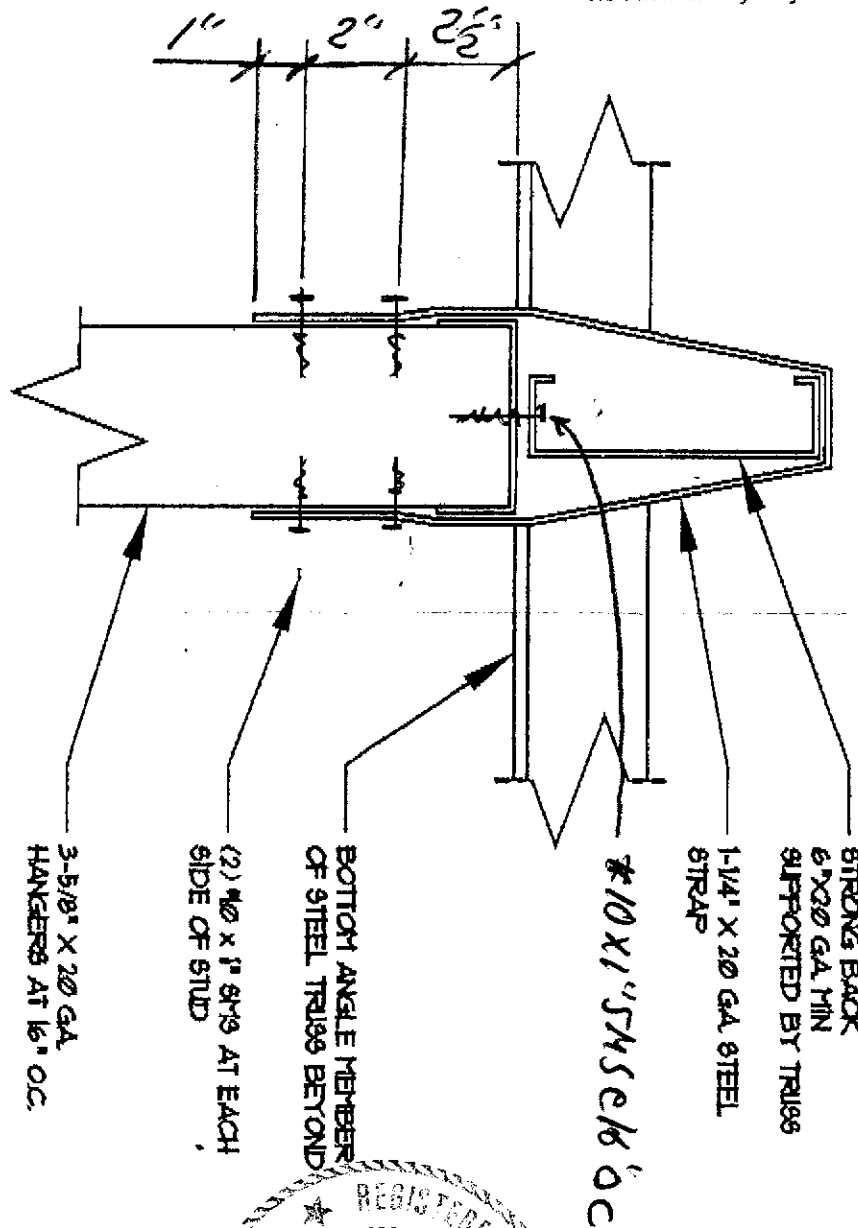
This set of plans and specifications must be kept on the job at all times and it is unlawful to make any changes or alterations from the same without written permission from the Building Inspection Division.

The approval of this plan and specification SHALL NOT be held to permit or approve the violation of any City Ordinance or State Law.

G

SCALE: 3" = 1'-0"

SUSPENDED FRAMING AT TRUSS



MEMORANDUM

SACRAMENTO FIRE DEPARTMENT

TO: BUILDING DEPARTMENT

DATE: 12-14-00

FROM: Troy Malaspino
Fire Marshal

SUBJECT: FIRE SYSTEM INSPECTION

A final inspection of the newly installed fire system at:

1620 ARDEN WAY

has been conducted by Inspector LEAVITT

on 12-14-00

00-07372-200
Permit Number

57 80
Square Footage

OH SPRINKLERS
Type of Inspection

The system is acceptable by this department.

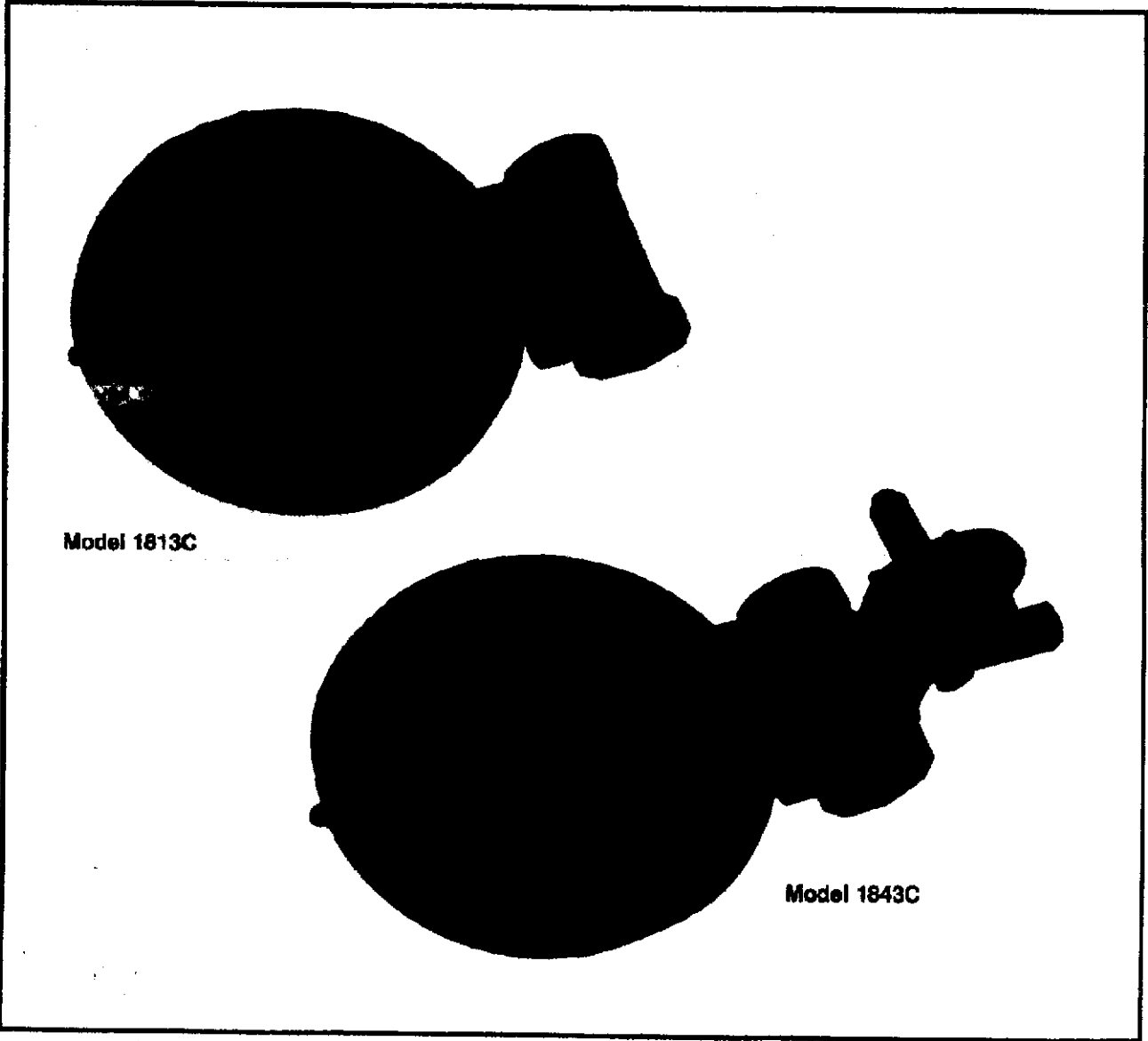
By: Ross L. Woodman,
Fire Prevention Officer II

00-458
F. D. Reference Number

AMERICAN Regulator Series 1800C

MODELS 1813C & 1843C

Instructions



AMC Quality System
A. G. A. Quality is Accredited by:



ISO 9001 Certified
Certificate ANCC2801



Dutch Council
for Accreditation



AMERICAN METER COMPANY

Measurement Engineers Since 1836

FILE NO: 50002

April 27, 1993

Page 2 of 4

STANDARD COMPLIANCE

Listed below are the products produced by American Meter Company and the standards to which these products comply.

METERS	APPLICABLE STANDARDS	NOTES
AC-250, AL-425 Diaphragm Meters	ANSI B109.1 GG-M-2802 MIL-STD-45662A	1.
AL800-, 1000, 1400 2300, 5000 Diaphragm Meters	ANSI B109.2 MIL-M-18294D MIL-STD-45662A	
GT 3", 4", 6", 8", 12" Turbine Meters	ANSI/ASME MFC4M AGA Report #7 ANSI B16.5 ANSI B16.1 ASME Pressure Vessel Code, Section VIII where applicable MIL-STD-45662A	2. 3. 4. 5.
1200 and 1800 Residential	Canadian Standard CAN/CGA-6.18-M91 AGA/GAMA X-50865 MIL-V-18500 MIL-STD-45662A	6. 7.
1800, 2000, 2002, 3000 Industrial Regulators	MIL-V-18500 MIL-STD-45662A	8.

WaterSaver Faucet Co.*Innovative Products For Research*

701 West Erie Street

(312) 666-5500

Chicago, Illinois 60610

(312) 666-8597 FAX

FAX TRANSMISSION

DATE: December 12, 2000 .
TO: Don
CC: Richard
Elmco & Associates (Sac)
FAX #: 916-944-1755
FROM: Jonathan Cohen
RE: Cut Sheet
PAGES: 2 (including cover)

Don,

Here is a Cut Sheet for the BO142CV. You will be receiving the BO140CV (straight serration hose end with intergral check valve).

Our Engineering Dept is relocating...

Sorry for the delay!

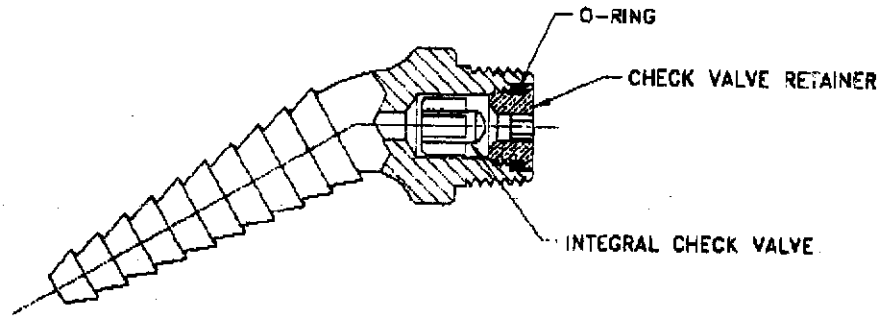
Happy Holidays,
Jonathan Cohen
WaterSaver Faucet
312.666.5500
jcohen@wsflab.com

WaterSaver Faucet Co.

Innovative Products for Research

701 West Erie Street Phone 312 666 8500
Chicago, Illinois 60610 Fax 312 666 8597

B0142CV
ANGLE TEN SERRATION HOSE END WITH INTEGRAL CHECK VALVE



MEASUREMENTS MAY VARY $\pm 1/4"$

Drawing Number: _____

Revision Number: 060497-KJS

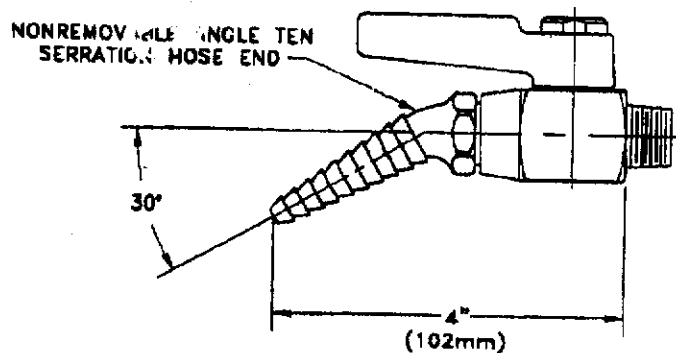
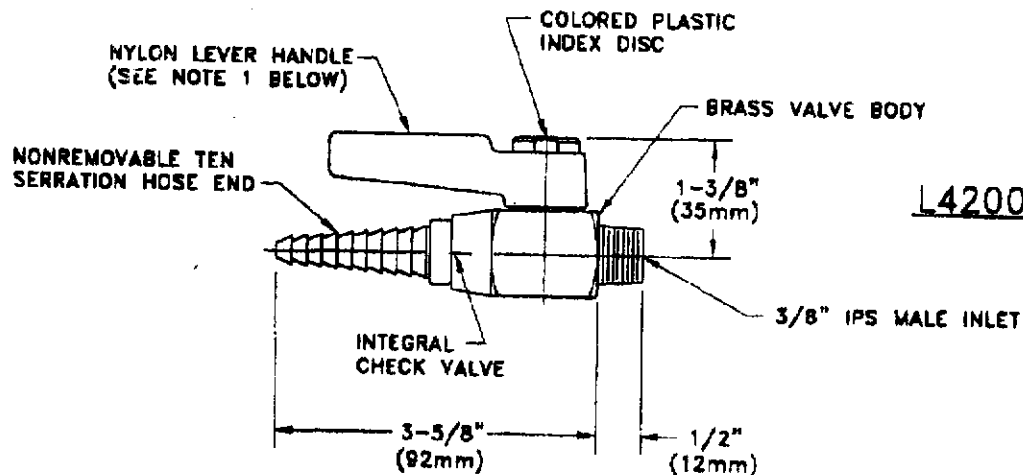
WaterSaver Faucet Co.

Innovative Products for Research

701 West Erie Street Phone 312 666 5500
Chicago, Illinois 60610 Fax 312 666 8597

L4200CV Laboratory Ball Valve with Lever Handle, Nonremovable Serrated Hose End and Integral Check Valve

L4202CV Same as Above Except with Angle Serrated Hose End



NOTES:

1. VALVE IS FURNISHED WITH A BLACK NYLON LEVER HANDLE AS STANDARD. A COLORED NYLON HANDLE AND A CHROME PLATED FORGED BRASS HANDLE ARE ALSO AVAILABLE.
2. VALVE IS FACTORY ASSEMBLED AND TESTED AT 125 PSI. MAXIMUM WORKING PRESSURE IS 75 PSI.
3. VALVE IS CERTIFIED FOR GAS SERVICE BY THE AMERICAN GAS ASSOCIATION AND THE CANADIAN GAS ASSOCIATION.





FAX TRANSMITTAL SHEET

11090 N. Stemmons Fwy, P. O. Box 59389 Dallas, Texas 75229
Phone: (972) 247-7744, or 1-800-527-5057, FAX: (972) 247-3507

TO: NAME: STEVE EDMISTER
COMPANY: JARED
FAX NUMBER: 916-780-1377
Re: MANUFACTURING UL NUMBERS FOR PLUMBER
"PLEASE FORWARD TO PLUMBER"

DATE: 12-12-00
TIME: _____
NUMBER OF PAGES 1
(INCLUDING COVER SHEET)
FROM: DIANE MURPHY
FAX #: 972-247-3507

Item # 110-616--UL# 380 L
(check valve-gas regulator)

Item # 110-626--UL# 592-H
(dual stage oxygen regulator)

Item # 112-275--Not listed
(please contact vendor)--Smith Equipment (800)-328-3363

Item# 111-406--Not listed
(please contact vendor)--Grobet USA--(800)-847-4188

The Air Company Inc.

California Lic. #581535
 10022 Chateau Woods Drive
 1440 Third Street, Suite #22
 9144-B Jackson Road

Oregon Lic. #107906
 Redding, CA 96001
 Riverside, CA 92507
 Sacramento, CA 95826

Washington Lic. #ACI044KP
 (530) 247-6903
 (909) 276-COOL
 (916) 361-3896

AIR BALANCE REPORT

Job Number: _____

Job Location: ARDEN WY System: RTU-1

Technician: LEE

ROOM	OPENING			FACTOR	DESIGN		TEST 1		TEST 2		TEST 3	
	NO	TYPE	SIZE		FPM	CFM	FPM	CFM	FPM	CFM	FPM	CFM
SALES	1	A	10"		375		420		385		400	
" "	2	A	10"		375		438		410		400	
" "	3	A	10"		375		410		380		380	
" "	4	A	10"		400		439		410		410	
" "	5	A	10"		400		474		419		415	
" "	6	A	10"		375		518		400		400	
" "	7	A	10"		375		406		390		380	
" "	8	A	10"		375		350		385		380	
" "	9	A	10"		375		370		355		350	
" "	10	A	10"		375		452		400		400	
QUINANO ROOM	11	B/B	10"		325		194 194 333		388		333	
NON-SALES	12	A	10"		200		319		250		250	
EXIT	13	B	8"		100		118		110		110	
SALES	14	A	10"		375		454		390		390	
CUS. SERVICE	15	A	10"		400		492		420		419	
OFFICE	16	A	8"		125		220		150		150	
INV. CONTROL	17	A	8"		125		232		149		199	

REMARKS: _____

The Air Company Inc.

California Lic. #581535

Oregon Lic. #107906

Washington Lic. #ACI044KP

10022 Chateau Woods Drive
1440 Third Street, Suite #22
9144-B Jackson Road

Redding, CA 96001
Riverside, CA 92507
Sacramento, CA 95826

(530) 247-6903
(909) 276-COOL
(916) 361-3896

AIR BALANCE REPORT

Job Number: _____

Job Location: AR 0811 System: RTU-2

Technician: LEE

ROOM	OPENING			FACTOR	DESIGN		TEST 1		TEST 2		TEST 3	
	NO.	TYPE	SIZE		FPM	CFM	FPM	CFM	FPM	CFM	FPM	CFM
SALES	1	A	10"			375		387		390		370
SALES	2	A	10"			375		565		400		380
REPAIR	3	A	12"			500		494		575		500
REPAIR SALES	4	A	12"			500		639		550		505
SALES	5	A	10"			375		601		410		380
SALES	6	A	10"			375		420		395		383
SALES	7	A	10"			375		414		380		375
SALES	8	A	10"			375		322		400		378
SALES	9	A	10"			400		489		429		400
SALES	10	A	10"			300		393		350		310
SALES	11	A	10"			375		449		400		380
SALES	12	A	10"			375		555		429		385
CENTER	13	A	12"			550		697		580		560
<u>VO</u> HALL	14	B	6"			50		MISSING				
TRAINING R	15	A	10"			400		350		415		406
<u>10</u> CLOSET	16	B	6"			50		MISSING		DELETED		
						375		675				

REMARKS: ENTRY 15 0 8" 175 175 175 175
5875 6950
HAD TO ADD ONE SIDE AIR 6218 5884

The Air Company Inc.

California Lic. #581535
 10022 Chateau Woods Drive
 1440 Third Street, Suite #22
 9144-B Jackson Road

Oregon Lic. #107906
 Redding, CA 96001
 Riverside, CA 92507
 Sacramento, CA 95826

Washington Lic. #ACI044KP
 (530) 247-6903
 (909) 276-COOL
 (916) 361-3896

AIR BALANCE REPORT

Job Number: _____

Job Location: ARDEN System: EF-1 through 4

Technician: LEE

ROOM	OPENING			FACTOR	DESIGN		TEST 1		TEST 2		TEST 3	
	NO.	TYPE	SIZE		FPM	CFM	FPM	CFM	FPM	CFM	FPM	CFM
TRAINING R.		EF4	10"		400	381		381				
WOMEN BATH		EF2	6"		75	85		85				
MEM BATH		EF1	6"		75	80		80				
JAN. CL.		EF3	6"		75	80		80				

REMARKS: _____

200105100593**ORIGINAL
Accepted for Recording
COPY -- NOT CERTIFIED****MAY 10 2001****Sacramento County
Clerk Recorder**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:Cassidy, Shimko & Dawson
20 California Street, Suite 500
San Francisco, CA 94111
Attention: Deirdre M. Dawson

(Space Above This Line For Recorder's Use)

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (this "Declaration") is made and entered into on this ___ day of _____, 2001 by SPIEKER PROPERTIES NO. 183 LIMITED PARTNERSHIP, a California limited partnership ("Owner").

RECITALS

A. Owner owns that certain real property located in the City of Sacramento, County of Sacramento, State of California as more particularly described on attached Exhibit A (the "Property"). The Property consists of two (2) legal parcels.

B. Owner has leased a portion of the Property (Parcel 1) to Sterling Jewelers Inc. for the operation of a Jared, The Galleria of Jewelry store (the "Leased Premises"). The legal description for the Leased Premises is set forth on Exhibit B attached hereto.

C. The Sacramento Regional Sanitation District will authorize a sewer tap for the Property only from the Heritage Lane side of the Property. As such, the sewer line (the "Sewer Line") which was installed to serve the Leased Premises crosses Parcel 2 as shown on Exhibit C attached hereto.

D. The City of Sacramento (the "City") will issue a permanent certificate of occupancy for the building constructed on the Leased Premises only if the Owner agrees to grant and record a Sewer Line Easement (as hereafter defined) burdening Parcel 2 for the benefit of Parcel 1.

NOW, THEREFORE, in consideration of the City's granting of a permanent certificate of occupancy for the building located on the Leased Premises, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby declares as follows:

1. Declaration of Easements.

(a) The Owner of Parcel 2 hereby grants to the Owner of Parcel 1 a non-exclusive easement to use a portion of Parcel 2 as more particularly described in Exhibit

C (the "Sewer Line Easement") for the installation, maintenance and repair of the Sewer Line. Except in cases of emergency only, the Owner of Parcel 1 shall not begin any work of installation, maintenance or repair on the Sewer Line unless such Owner has first coordinated with the Owner of Parcel 2 the timing and schedule of such work. As a condition to performing such work, the Owner of Parcel 1 shall deliver to the Owner of Parcel 2 a certificate of insurance satisfying the requirements of Paragraph 4 below. The work shall be performed in such a manner so as to cause as little disruption as is reasonably possible to the operation of the businesses being conducted on Parcel 2. The Owner of Parcel 1 shall pay all costs and expenses incurred in connection with the installation, maintenance, and repair of the Sewer Line and shall provide copies of as-built plans for the Sewer Line to the Owner of Parcel 2.

(b) At any time and from time to time, the Owner of Parcel 2 shall have the right to relocate the Sewer Line installed pursuant to the foregoing grant of easement provided that any such relocation: (i) shall be performed only after thirty (30) days prior written notice to the Owner of Parcel 1, (ii) shall not unreasonably interfere with or diminish sewer service to the Owner of Parcel 1, (iii) shall not reduce or unreasonably interfere with the usefulness or function of the Sewer Line, (iv) shall be performed without cost or expense to the Owner of Parcel 1, (v) shall be completed using materials and design standards which are equal or exceed those originally used and shall otherwise comply with law, (vi) shall have been approved by the utility service provider and any appropriate governmental agency having jurisdiction thereof, (vii) shall provide for the original and relocated area to be restored to the original specifications, and (viii) shall not interfere with the conduct or operation of the business or any occupant of Parcel 1. The Owner of Parcel 2 shall provide copies of the as-built plans for such relocated sewer line to the Owner of Parcel 1 within thirty (30) days after the date of the completion of such relocation.

2. No Merger. Notwithstanding Owner's common ownership of both Parcel 1 and Parcel 2, the Sewer Line Easement granted in Paragraph 1 hereunder shall burden and benefit each Parcel individually without merger as a result of such common ownership, and upon the subsequent conveyance of either Parcel such that the Parcels cease to be under common ownership, neither Owner conveying said Parcel nor the Owner acquiring said Parcel shall need to execute additional documentation to evidence the existence of the Sewer Line Easement and said Sewer Line Easement shall relate back and shall be deemed to have been created as of the date hereof.

3. Indemnity. The Owner of Parcel 1 hereby covenants to indemnify, protect, defend, and hold the Owner of Parcel 2 and their respective officers, directors, stockholders, agents, tenants and employees harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including attorneys' fees, in connection with all losses, including loss of life, personal injury and/or damage to property, arising from or out of any occurrence in, on or upon Parcel 2 relating to the Sewer Line Easement granted hereunder or arising from the Owner of Parcel 1's failure to comply with any provision of this Agreement.

4. Insurance. Prior to commencing any work on the Sewer Line, the Owner of Parcel 1 shall procure, pay for and keep in full force and effect at all times a commercial general liability insurance policy insuring against assumed or contractual liability under this Declaration with respect to any activity performed on Parcel 2 with respect to the Sewer Line Easement with limits with respect to such personal liability and property damage of not less than \$1,000,000.00 per occurrence. Any policy of insurance required to be carried by the Owner of Parcel 1 shall be written by a responsible insurance company authorized to do business in the State of California and shall name the Owner of Parcel 1 as an additional insured.

5. Recording. Owner shall record this Declaration in the official records of the Sacramento County Recorder.

6. Covenants Run with the Owner's Land. All of Owner's agreements and obligations contained herein are covenants which benefit and run with the Property, in accordance with Section 1468 of the Civil Code, and the burden thereof shall be binding upon Owner's constituents, successors and assigns.

7. Owner's Representations Regarding Ownership. Owner certifies that it owns full legal title to the Property. Each individual executing this Declaration on behalf of a corporation or partnership represents and warrants that he or she has been authorized to do so by the entity on whose behalf he or she executes this Declaration and that said entity will thereby be obligated to perform the terms of this Declaration.

8. Joint and Several Liability. In the event that Owner consists of more than one party, each person, entity or other party described as the "Owner" in the first paragraph of this Declaration and/or executing this Declaration for Owner, shall be jointly and severally liable for each and every obligation and requirement imposed on Owner herein.

9. Exhibits Incorporated. The Exhibits described above and attached hereto are incorporated herein by this reference as if fully set forth at this place.

10. Successors and Assigns. This Declaration is binding upon Owner and its heirs, successors and assigns.

(This Declaration continued on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Declaration as of the day and year first above written.

OWNER:

SPIEKER PROPERTIES #183 LIMITED PARTNERSHIP, a California limited partnership

By: SPIEKER PROPERTIES, L.P., a California limited partnership, its General Partner

By: SPIEKER PROPERTIES, INC., a Maryland corporation, its General Partner

By: Peter C. Thompson
Its: Senior Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

On this 7 day of May, 2001, before me, Wendy Gullette the undersigned Notary Public, personally appeared PETER C. THOMPSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Wendy Gullette
Notary Public

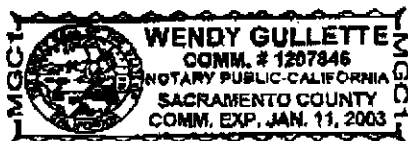


EXHIBIT A**LEGAL DESCRIPTION**

Parcel 1 and Parcel 2 as shown on that certain Parcel Map recorded in Book 159 of Parcel Maps, Page 12, on October 6, 2000, in the Official Records of Sacramento County.

EXHIBIT B**LEGAL DESCRIPTION FOR LEASED PREMISES**

Parcel 1 as shown on that certain Parcel Map recorded in Book 159 of Parcel Maps, Page 12, on October 6, 2000, in the Official Records of Sacramento County

EXHIBIT C

SEWER LINE EASEMENT

[legal description and drawing]

000052
March 6, 2001

EXHIBIT A
PRIVATE SEWER EASEMENT

All that certain real property situate in the City of Sacramento, County of Sacramento, State of California described as follows;

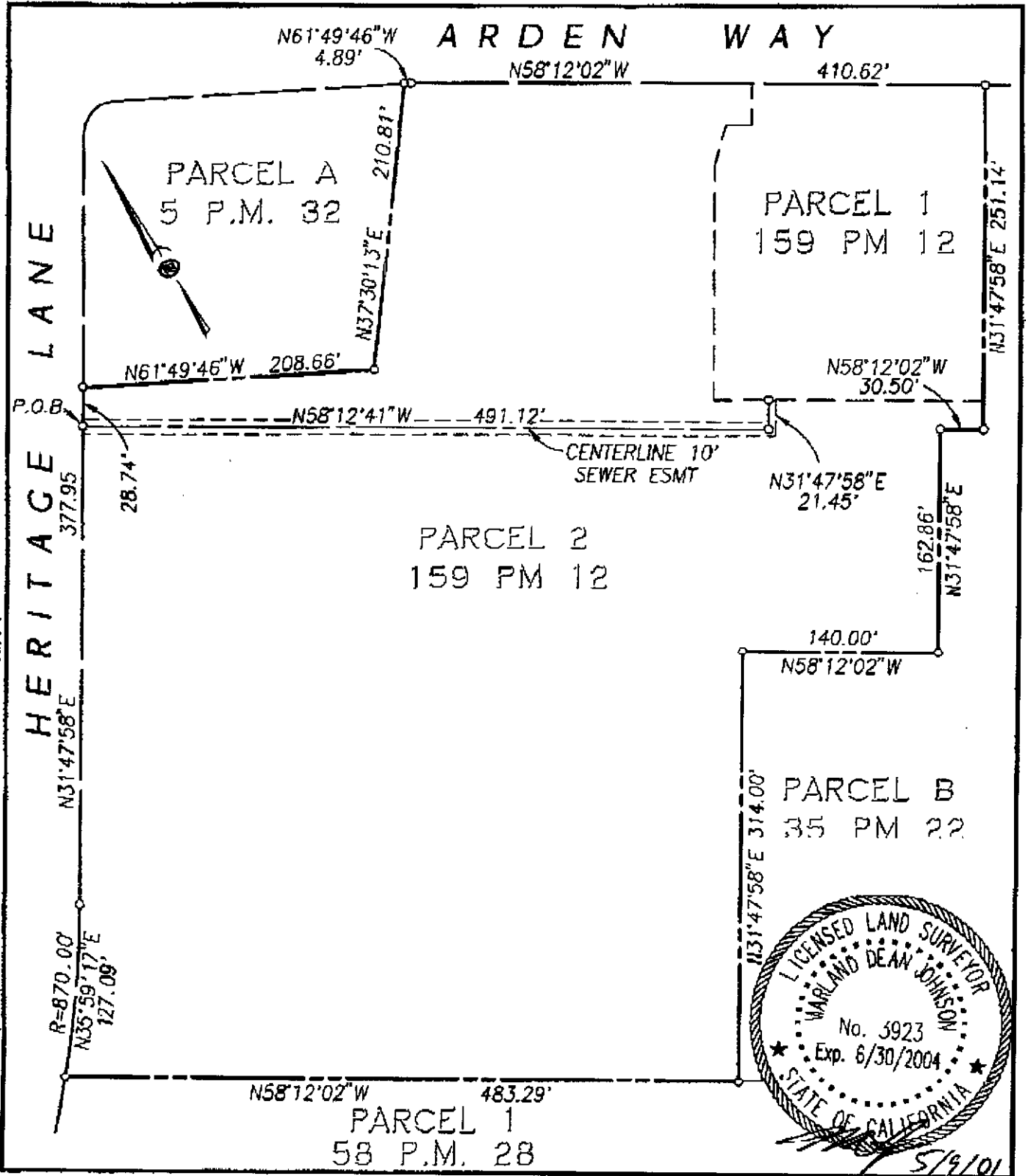
A strip of land the uniform width of 10.00 feet the centerline of which is described as follows;

Beginning at a point on the Northwesterly line of Parcel 2, as said parcel is shown and so designated on that certain Parcel Map filed in Book 159 of Parcel Maps at Page 12 official records of said county, from which the Northerly end of that certain course shown on said Parcel Map as North $31^{\circ}47'58''$ East 377.95 feet, bears North $31^{\circ}47'58''$ East 28.74 feet; thence from said point of beginning South $58^{\circ}12'02''$ East 491.12 feet; thence North $31^{\circ}47'58''$ East 21.45 feet to a point on the Southwesterly line of Parcel 2, as shown on said Parcel Map.



[Handwritten signature]
5/9/01

X:\PROJ\000052\DWG\00002EX1.DWG 05--0-01 09:12 am - rokeafa



mmp **MORTON & PITALO, INC.**
CIVIL ENGINEERING • PLANNING • SURVEYING
1788 TRIBUTE ROAD - SUITE 200 - SACRAMENTO, CA 95815
PHONE: 916/927-2400 • FAX: 916/567-0120

DRAWN:	MJC	JOB NO:	000052
CHECKED:	MDJ	DATE:	JANUARY 29, 2001
SCALE:	1"=100'	SHEET:	1 of 1


EXHIBIT "B"

SEWER EASEMENT
PARCEL "A"
35 PM 22
SACRAMENTO, CALIFORNIA

SWETT EQUITY, INC.
131 WELLFLEET CIRCLE
FOLSOM, CA 95630
PHONE (916) 983-1033
FAX (916) 983-0849

PLEASE DELIVER THIS FAX TO: Nicholas Buchberger
COMPANY NAME: City of Sacramento
FAX NUMBER: 916 264-8370
NUMBER OF PAGES: 11 INCLUDING THIS COVER

If you do not receive all of the pages indicated above or if you have any questions regarding this fax, please call (916) 983-1033.

THANK YOU,

SANDY SWETT
SWETT EQUITY, INC.

Date of fax: 5/11/01

Re: Jared Jewelry

Nick,

attached is a copy of the easement agreement accepted by the Sacramento County Assessor's office for recordation.

According to Patricia @ Assessor's Office this would have recorded - same date (10th) & a copy is attainable on Monday the 14th. Please advise me what you need to issue final COO. Thanks!

Have a great weekend