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RECORDING REQUESTED BY:
WFG Title Insurance Company
Commercial Division - Irvine

DOC # 2013-0625838

OCT 18, 2013 8:00 AM

Yoshiaki Fukuda
8050 Armour Street
San Diego, CA 92111

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
Ernest J. Brenneburg, Jr., COUNTY RECORDER
FEES: 24.00
4174 PAGES: 4

TERMINATION OF SHARED PARKING AGREEMENT

This TERMINATION OF SHARED PARKING AGREEMENT is entered into and effective Oct 7, 2013, 2013, by and between the following Parties: Taiwanese American Foundation of San Diego (TAFSD), Yoshiaki Fukuda, and the City of San Diego.

RECITALS

WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements;

WHEREAS, the TAFSD, Chuck Hardy dba Quality Bindery a.k.a. Quality Bindery, and the City of San Diego entered into a SHARED PARKING AGREEMENT dated February 25, 2008, and recorded in the Official Records of San Diego County on March 20, 2009, as Document No. 2009-0140855 (the "Original Agreement");

WHEREAS, the Original Agreement permitted the TAFSD, owner of the real property located at 7838 Wilkerson Court, San Diego, CA 92111, to utilize certain parking spaces on real property owned at the time by Chuck Hardy dba Quality Bindery located at 7818 Wilkerson Court, San Diego, CA 92111, in order for the TAFSD to meet the requirements for a City of San Diego occupancy permit;

WHEREAS, the Original Agreement ran with the land, therefore Yoshiaki Fukuda, the current owner of the property located at 7818 Wilkerson Court, San Diego, CA 92111, is the proper party herein, as successor in interest to Diane Hardy, as successor in interest to Chuck Hardy, a.k.a. Charles Hardy, dba Quality Bindery a.k.a. Quality Bindery;

WHEREAS, the respective properties are described as follows:

Owner: TAFSD Address: 7838 Wilkerson Ct., San Diego, CA 92111 Assessor Parcel No.: 368-390-13-00 Legal Description: Lot 16, Kearny Mesa Dunn Business Park, Map No. 8734	Owner: Yoshiaki Fukuda Address: 7818 Wilkerson Ct., San Diego, CA 92111 Assessor Parcel No.: 368-390-14-00 Legal Description: Lot 15, Kearny Mesa Dunn Business Park, Map No. 8734
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WHEREAS, at the request of the TAFSD, the City of San Diego conducted a review of Taiwanese American Foundation's occupancy permit, and found good cause to remove the requirement of the Original Agreement as a condition of the occupancy permit.

NOW THEREFORE, in consideration of the recitals above, and other valuable consideration, receipt of which is hereby acknowledged by the parties, the TAFSD, Yoshiaki Fukuda, and the City of San Diego hereby agree as follows:

Page 1 of 2

- The Original Agreement is terminated mutually by the parties.
- This termination is made notwithstanding any pre-termination requirements of the Original Agreement.
- This TERMINATION OF SHARED PARKING AGREEMENT shall be recorded on the titles of the properties referenced above, and a copy shall be kept on file in the Development Services Department of the City of San Diego in Project Tracking System (PTS) Project Number: 341912
- In Witness whereof, the undersigned have executed this TERMINATION OF SHARED PARKING AGREEMENT.

Dated 10/9, 2013

Original Applicant:
Taiwanese American Foundation (TAFSD)

By: C. Carol Lin
Its: Executive Director

Party Supplying Spaces:
Yoshiaki Fukuda, successor in interest to Diane Hardy, successor in interest to Chuck Hardy, a.k.a. Charles Hardy, dba Quality Bindery a.k.a. Quality Bindery

Dated 10/9, 2013

Yoshiaki Fukuda

City of San Diego
Business and Process Management,
Development Services

Dated Oct 7, 2013

By: Karen Flaherty
Its: Deputy Director

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ACKNOWLEDGMENT

State of California
County of San Diego

On Oct 9th 2013 before me, Arcelia Zambrano Corona, Notary Public
(insert name and title of the officer)

personally appeared C. Carol Lin and Yoshiaki Fukuda
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/it/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1180

State of California
County of San Diego

On Oct 7 2013 before me, David L. Maxwell, Notary Public

personally appeared Karen Flaherty
(Name of Signer)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

Please Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document:

Title or Type of Document: Termination of Shared Parking Agreement

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signor is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signor is Representing: _____

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REVISION	DATE
BLDG DEPT SUBMIT	2-20-14
REVISION	5-27-14
REVISION	6-08-14
REVISION	8-05-14

STICKNEY
DESIGN
ASSOCIATES

LA MESA, CA 91942

9696 WAYFARER DR.
TELE: 619.743.2870 FAX: 619.312.1907

CCID CERTIFICATION NO. # 0617

KEARNY MESA BUILDING
EXTERIOR IMPROVEMENTS

7818 WILKERSON CT.
SAN DIEGO, CALIFORNIA 92111

DATE:	02/18/2014
DRAWN BY:	FGS
SCALE:	A3-NOTED
JOB NO:	7818WC
DRAWING NAME:	WC-DET-A5.1
SHEET NO:	A5.1

1 TERMINATED SHARED PARKING AGREEMENT W/ ADJACENT BUILDING

CONSTRUCTION BMP'S

THIS PROJECT SHALL COMPLY WITH ALL REQUIREMENTS OF THE STATE PERMIT: CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD, SAN DIEGO REGIONAL ORDER NO. 2001-01, NPDES NO. CA802095

NOTES BELOW INDICATE KEY MINIMAL REQUIREMENTS FOR CONSTRUCTION BMP'S

- SUFFICIENT BMP'S MUST BE INSTALLED TO PREVENT SILT, MUD, AND/OR OTHER CONSTRUCTION DEBRIS FROM BEING TRACKED INTO THE ADJACENT STREETS OR STORM WATER CONVEYANCE SYSTEMS DUE TO CONSTRUCTION VEHICLES OR ANY OTHER CONSTRUCTION ACTIVITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING ANY SUCH DEBRIS THAT MAY BE IN THE STREET AT THE END OF EACH WORK DAY OR AFTER A STORM EVENT THAT CAUSES A BREACH IN THE INSTALLED CONSTRUCTION BMP'S.
- ALL STOCK PILES OF UNCOMPACTED SOIL, AND/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT UNPROTECTED FOR A PERIOD GREATER THAN SEVEN CALENDAR DAYS ARE TO BE PROVIDED WITH EROSION AND SEDIMENT CONTROLS. SUCH SOIL MUST BE PROTECTED EACH DAY WHEN THE PROBABILITY OF RAIN IS 40% OR GREATER.
- A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE IMPROVEMENTS THAT ARE TO BE POURED IN PLACE ON THE SITE.
- THE EROSION/SEDIMENT CONTROL DEVICES SHALL BE MAINTAINED IN WORKING ORDER AT ALL TIMES.
- ALL SLOPES THAT ARE CREATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.
- THE STORAGE OF ALL CONSTRUCTION MATERIALS AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SILT AND MUD ON ADJACENT STREETS DUE TO THE CONSTRUCTION VEHICLES OR ANY OTHER CONSTRUCTION ACTIVITY, AT THE END OF EACH WORKDAY, OR AFTER A STORM EVENT THAT CAUSES A BREACH IN INSTALLED CONSTRUCTION BMP'S, WHICH MAY COMPROMISE STORM WATER QUALITY WITHIN ANY STREET. A STABILIZED CONSTRUCTION EXIT MAY BE REQUIRED TO PREVENT CONSTRUCTION VEHICLES OR EQUIPMENT FROM TRACKING MUD OR SILT INTO THE STREET.
- ALL STOCKPILES OF SOIL AND/OR BUILDING MATERIALS THAT ARE INTENDED TO BE LEFT FOR A PERIOD GREATER THAN SEVEN CALENDAR DAYS ARE TO BE COVERED. ALL REMOVABLE BMP DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE FIVE-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
- A CONCRETE WASHOUT SHALL BE PROVIDED ON ALL PROJECTS WHICH PROPOSE THE CONSTRUCTION OF ANY CONCRETE IMPROVEMENTS THAT ARE TO BE POURED IN PLACE ON SITE.
- THE CONTRACTOR SHALL RESTORE ALL EROSION/SEDIMENT CONTROL DEVICES TO WORKING ORDER AFTER EACH RUN-OFF PRODUCING RAINFALL OR AFTER ANY MATERIAL BREACHES ITS EFFECTIVENESS.
- ALL SLOPES THAT ARE CREATED OR DISTURBED BY CONSTRUCTION ACTIVITY MUST BE PROTECTED AGAINST EROSION AND SEDIMENT TRANSPORT AT ALL TIMES.
- THE STORAGE OF ALL CONSTRUCTION MATERIAL AND EQUIPMENT MUST BE PROTECTED AGAINST ANY POTENTIAL RELEASE OF POLLUTANTS INTO THE ENVIRONMENT.

2 STORM WATER QUALITY NOTES