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LEASE AGREEMENT WITH JAPANESE FRIENDSHIP GARDEN SOCIETY OF SAN DIEGO

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LEASE AGREEMENT

THIS LEASE AGREEMENT is executed by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called "City," and the JAPANESE FRIENDSHIP GARDEN SOCIETY OF SAN DIEGO, a California nonprofit corporation, hereinafter called "Society."

RECITALS

WHEREAS, a Japanese Garden was constructed in Balboa Park for the 1915 Panama-California Exposition and operated for more than twenty years before being absorbed by the expansion of the zoo; and

WHEREAS, interest in restoring a Japanese Garden to Balboa Park has revived in recent years; and

WHEREAS, the San Diego-Yokohama Sister City Society began to actively promote the construction of a Japanese Garden and solicit contributions shortly after the installation of the Charles C. Dail Memorial Japanese Gate in 1968; and

WHEREAS, in 1972 a general development plan for the Gold Gulch area of Balboa Park, including a Japanese Garden, was adopted by the City Park and Recreation Board; and

WHEREAS, the City of San Diego undertook a planning process which culminated in the adoption of a Design Plan for a Japanese Garden on January 8, 1979 and approval of a Japanese Garden Financing Plan on October 4, 1979 by the Council Committee on Public Facilities and Recreation; and

WHEREAS, the San Diego-Yokohama Sister City Society joined with other interested citizens to establish the Japanese Friendship Garden Society of San Diego, Inc., a California nonprofit corporation devoted to the development and operation of a Japanese Garden in Balboa Park; and

WHEREAS, in 1981, the City Council of the City of San Diego, acting on the recommendation of the Park and Recreation Department and the Public Facilities and Recreation Committee entered into an exclusive negotiation agreement with Society to permit negotiation of the terms and conditions for a long-term lease to Society of property within Balboa Park for the development, operation and maintenance of a Japanese Garden in the public interest at the sole expense of Society; and

WHEREAS, City recognizes that the construction, operation and maintenance of a Japanese Garden in Balboa Park by Society will provide an invaluable asset to the City as a tourist attraction and a beneficial recreational and educational facility for the residents of the city as well as a demonstration of the respect, admiration and affection of the citizens of San Diego for the people and culture of Japan;

NOW THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, City and Society agree as follows:

I. CORPORATION AS LEGAL ENTITY

Society shall deposit with the City Manager by March 15 of each year duly certified copies of documents evidencing its existence as a legal entity. Without limit the generality of the foregoing, such documents shall include the following:

A. Articles. A copy of the Articles of Incorporation certified by the Secretary of State of the State of California, provided that if said Articles have been filed once with the City, then Society shall only deposit with the City Manager any amendments to the Articles filed by Society, certified by the Secretary of State.

B. Bylaws. Society's by laws are subject to the approval of the City, and must be submitted prior to execution of this lease. A copy of the Bylaws

of Society certified to be correct by the Secretary of the Society, provided that if its Bylaws have been filed once with City, then Society shall only deposit with the City Manager any amendments to the Bylaws of Society certified to be correct by the Secretary of Society.

C. Corporate Status. A certificate executed by the Secretary of State of the State of California certifying that Society is authorized to transact business within the State of California.

D. Office Holders. A certificate executed by the Secretary of Society evidencing the names of all persons holding an office in Society, together with the terms of such offices.

E. Board Resolutions. A copy of a resolution of the Board of Directors of Society, certified by its Secretary, authorizing authority to execute this Agreement on behalf of Society.

F. Miscellaneous. Such other records, documents or papers as may be required by the City Manager to assure that Society is a valid and viable organization with a continuing existence.

II. LEASED PREMISES

A. Description. City hereby leases to Society, and Society leases from City, those certain premises together with all appurtenances thereto, (hereinafter called the "leased premises"), situated in the City of San Diego, County of San Diego, State of California, more particularly described and illustrated in Exhibit "A", attached hereto and incorporated herein by this reference.

Wherever the terms "leased premises" or "premises" appear in this lease Agreement, they shall mean that portion of the premises described and illustrated in Exhibit "A" which have been enclosed by perimeter fencing erected by Society pursuant to the Schedule of Phased Development attached hereto as Exhibit "B," as well as the parking lot immediately south of the main entrance

to the Garden, and as described and illustrated on a precise plot plan approved by City. Said lot shall be available to the general public on the same basis as visitors to the Garden. Until said leased premises are progressively enclosed by perimeter fencing, City may continue to irrigate and maintain said areas in a manner consistent with its maintenance of similarly undeveloped property within Balboa Park. Upon erection of perimeter fencing, Society shall assume full responsibility for irrigation and maintenance of the area so enclosed.

B. Permitted Use. Society shall use the premises exclusively for a Japanese Garden and Cultural Center and related purposes, Society shall not exclude the general public or interfere with the public's right to the use and enjoyment of Balboa Park and its facilities; provided, however, that reasonable restrictions and regulations may be made in order to operate the Garden and related activities in an orderly and proper manner.

Society shall have the right to rent cameras, binoculars, strollers and other equipment for the accommodation of visitors to the Garden and to sell snacks, beverages, printed material, photographs, drawings of the Japanese Garden, souvenirs, art objects, and such, and to utilize concessionaires and vending machines for purposes of such sales, according to the provisions of the Master Plan and subject to the approval of the City Manager. In addition, upon receipt of a written request, to be submitted at the beginning of each calendar year, which details the type of beverages to be sold, the time, and the conditions of sale, the City Manager may at his or her sole discretion approve the sale of selected alcoholic beverages exclusively to visitors to the Garden.

All profits related to gift shop and other concession operations shall be used only for development, maintenance and operation of the Garden.

C. Obligation of Diligent Use. Society covenants to use the leased premises for the above-specified purpose and to diligently pursue said purpose throughout the term hereof.

D. Renting of Facilities. Subject to the written approval of the City Manager, or his designated representative, which approval shall not be unreasonably withheld, Lessee may rent the facilities, or any part thereof, on certain specific occasions to corporations, organizations or individuals provided that such events are in keeping with uses permitted pursuant to provisions of Section IIB of this Agreement and for purposes incidental thereto. Lessee may charge a fee for such use provided that income derived from such sources constitutes business related income and is utilized to help offset the annual operating expenses of the Japanese Garden. Any such usage of facilities shall be subject to the terms, covenants or conditions of this lease.

III. TERM OF AGREEMENT

A. Term. The term of this Agreement shall be fifty (50) years commencing upon April 2, 1984, and ending on April 2, 2034.

B. Renegotiation. The provisions of this lease shall be subject to renegotiation every five (5) years during the term of the lease, including any extensions thereof. These renegotiation opportunities shall be referred to as "renegotiation intervals." Renegotiation shall be initiated upon written notice given by City or Society to the other not less than one (1) year prior to the particular renegotiation interval. Renegotiation shall be directed solely toward effecting alterations in the terms and conditions of this lease to reflect any significant changes which occurred during the preceding interim period and shall not operate to increase the consideration, terminate the lease or shorten the term thereof.

IV. CONSIDERATION

A. Operation and Maintenance of Japanese Garden.

The consideration for this lease is provided by the promise and agreement by Society to operate and maintain the Japanese Garden in the public interest at its sole expense and to apply all revenues generated by Society's solicitations and Garden operations to the further development and continued operation and maintenance of said Japanese Garden.

During the entire term and any extension of this agreement, excepting periods of development, the majority of the Garden area is to be open and available to the public during reasonable hours subject to approval of City. The Society shall keep the Garden facilities open to the public at least four (4) days per week, including Saturdays and Sundays.

B. Development and Improvements.

1. Phased Development. Further consideration for this lease is the promise and agreement by Society to undertake, at no expense to City, the phased development of a Japanese Garden in Balboa Park which shall include, but not be limited to, extensive landscaping, pathways, perimeter fencing, lake, island and stream, tea Garden, "nodate," moon-viewing terrace, and "hiroba" entry Garden, substantially in conformity with the Japanese Garden Master Plan which is on file in the Office of the City Clerk as Document No. RR-254940, and generally in accordance with the Schedule of Phased Development attached hereto as Exhibit "B" and incorporated herein by this reference. Provided, however, that Society shall be solely responsible for the cost of any environmental review required by modifications to this lease to permit changes in the development, use and/or occupancy of the Japanese Garden.

2. Performance Bond. Prior to commencement of any work that could constitute the basis for a mechanic's lien on the premises and before any materials are delivered to the premises, Society shall furnish City with a bond by a responsible surety company licensed to do business in California, in a form satisfactory to City, in an amount of the estimated cost of the work to be done. Said bond shall remain in effect until the cost of the entire work shall have been fully paid. The bond shall secure completion by Society, or, on default, by the surety, of all work free from any and all liens of contractors, subcontractors, materialmen, laborers, or others, and shall provide for the defense and indemnification of City against any loss, cost, damage, or liability in any manner arising out of or connected with said work. In lieu of said bond, Society may deposit cash with the City or in a Federal or State of California bank or savings and loan association in the name of the City, but with interest reserved to Society, on terms and conditions approved by the City Attorney.

3. Commencement and Completion Dates. Construction of improvements shall commence within 180 days of the execution of this agreement, and shall be completed in accordance with the Schedule of Phased Development, attached hereto as Exhibit "B," subject, however, to the extension of these deadlines at the discretion of the City Manager and subject to reasonable delays caused by material and labor shortages, strikes or other labor disputes, governmental actions, war, riot, insurrection, rebellion, act of God, fire, flood, storm, or earthquake, or other similar causes beyond the reasonable control of Society and its contractors.

4. Failure to Complete. If the improvements included in Phases I, IIA, and IIB of the Schedule of Phased Development, attached hereto as Exhibit "B," are not completed within five (5) years of the date of execution of this agreement, City shall have the right to terminate this lease, subject, however, to any extensions granted at the discretion of the City Manager and to reasonable delays caused by material and labor shortages, strikes, or other labor disputes, governmental actions, war, riot, insurrection, rebellion, act of God, fire, flood, storm, or earthquake, or other similar causes beyond the reasonable control of Society and its contractors.

5. Drainage. Society and City recognize that modifications in both onsite and offsite drainage structures may be necessary to protect improvements to be developed within the Japanese Garden. Society and City agree to cooperate in assessing the need for such modifications, and the impacts thereof. The financial responsibilities for any necessary modifications shall be Society's unless City, at its sole discretion, determines to participate in such responsibilities.

V. COVENANTS AND CONDITIONS

A. Covenants by City.

1. Quiet Possession. City expressly agrees that Society, upon fulfilling its obligations and performing all of the covenants and agreements, shall and may, at all times during the term hereof, subject to the provisions of this lease peaceably and quietly have, hold and enjoy the leased premises.

B. Covenants by Society.

1. Operation of the Garden.

a. City Policy. The policies established by Society for the operation of the premises shall conform to the general policies established by City for the use and operation of its cultural and educational facilities.

b. Board of Directors. A Board of Directors (the "Board") shall be elected by Society. The activities and affairs of Society and Garden shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may, however, elect from time-to-time an officer, known as the Artistic Director, to act as the general manager and chief executive officer of Society and who shall be authorized by the Board to handle the day-to-day affairs and business of Society.

2. Admission Fees. Society shall have the right to charge reasonable fees for the admission to the Garden and for activities therein in an amount to be determined by Society subject to prior review and written approval by the City Manager. Such fees shall, in no event, exceed an amount needed to collect funds reasonably necessary to conduct Society's activities pursuant to the terms of this lease.

3. Parking Lot. The parking lot located immediately south of the main entrance to the Garden shall be maintained and operated by Society as a public parking facility for the accommodation and parking of the motor vehicles of visitors to Balboa Park and the Garden and Society shall have the right to charge reasonable parking fees for the use thereof in an amount to be determined by Society. Said parking fees shall not exceed an amount necessary to reimburse Society for its costs

of maintenance and operation of the public parking facility. Said parking fees shall be the same for all users of the parking facility and no credit against admission fees or other fees charged by Society shall be given. City hereby reserves the right to review the effect the imposition of such parking fees has on the use of Balboa Park generally, and specifically with regard to any parking and traffic problems which may occur in other parks areas as the result of the imposition of such fees. In the event the City Manager determines that the imposition of such fees significantly and adversely affects the parking and traffic situation in Balboa Park, Society agrees to take whatever action is necessary including the reduction or elimination of such fees to alleviate such problems.

4. Use of Proceeds. Society agrees that all income and proceeds received by Society from the operation of the leased premises shall be utilized within the leased premises for the purposes of the continued operation, maintenance and improvement of the leased premises and for research, education and the promotion and development of the Garden. Such revenues may be pledged or assigned as security to assure the payment of a promissory note or notes of Society provided that such pledge or assignment is approved in advance in writing by the City Manager and the proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises subject to those limitations included in Section VA, paragraph 3, hereof. Certification of Society's compliance with the requirements of this section shall be specifically set forth in Society's audited financial statements as provided for in Section VB, paragraph 5, hereof.

5. Annual Report. Within ninety (90) days after the end of each year of this Agreement, Society shall submit to the City Manager a financial report, certified by an independent certified public accountant for the previous fiscal year of Society. Said financial report shall include an operating statement and a report of net worth, and shall be in a form satisfactory to City and be subject to review and audit by the City Auditor of City. The final report shall be within ninety (90) days of the expiration date of this Agreement, and shall cover the period between the last report and the said expiration date.

6. Financial Records. Society shall keep, or cause to be kept, true, accurate and complete records, including double entry books, a profit and loss statement, and a balance sheet, making it possible at all times to determine the nature and amount of revenue and expenditures. All of Society's expenditures and transactions shall be supported by documents of original entry such as sales slips, cash register tapes, purchase invoices and receipts. Documents supporting a profit and loss statement shall be retained by Society until an audit of Society's records is conducted by City, or until a period of three (3) years has elapsed, whichever occurs first.

7. Accounting Procedures. Society shall use such accounting procedures as shall be recommended or approved by City. Revisions or changes in Society's accounting procedures shall be approved by City's Auditor and Comptroller.

8. Inspection of Records and Audit. All books, statements, documents, records and financial data of Society shall be open at all times for inspection and audit by City upon reasonable notice. Further, City may conduct an audit of all books, statements, documents, records

and financial data of Society, or demand and receive from Society the results of a complete audit as conducted by a certified public accountant in the event that (i) Society's executive director, or other managing agent, resigns, retires or is discharged; (ii) a majority in the membership of Society's Board of Directors changes; or (iii) the purposes for which Society was created are materially or substantially changed.

9. Proposed Budget. Society shall have deposited with the City Manager by March 15 of each year copies of documents evidencing the proposed programs and financial status of Society for the year. Without limiting the generality of the foregoing, such documents shall include (i) a copy of Society's proposed programs, and (ii) a copy of a detailed operating budget showing expected sources of revenue and the nature of all proposed expenditures.

10. Personnel. Society shall be an independent contractor. All personnel hired for operation of the Garden shall be employed by and be the employees or volunteers of Society and shall not be the agents or employees of City. Such personnel shall not be subject to the control of City, except as provided in paragraph 11 of Section VB below.

11. Compliance with Law. Society agrees to and shall, at its sole cost and expense, comply and secure compliance with all the requirements of all municipal, state, county and federal authorities now in force, or which may hereafter be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Society or any sublessee or permittee in any action or

proceeding against them or any of them, whether City be a party thereto or not, that Society, sublessee or permittee has violated any such ordinance or statute in the use of the premises shall be conclusive of that fact as between City and Society.

12. Equal Opportunity. Society agrees to and shall take affirmative action to improve employment opportunities of minorities and women. When applicable, Society agrees to abide by the City's Equal Opportunity Program for Lessees as it now or hereafter exists. A copy of the program, effective as the date of this Agreement, is on file in the Office of the City Clerk and by this reference is incorporated herein. Minorities are presently defined as Mexican-American, Black, Filipino, American Indian, and Asian/Oriental. The goal of this program shall be the attainment of the employment of minorities and women in all areas of employment in a total percentage of employment approximately equal to the total level of minority and women employment as established by the City for its Equal Opportunity Program each year.

13. Nondiscrimination. Society agrees to and shall not discriminate in any manner against any person or persons on account of age, race, marital status, sex, religious creed, color, ancestry, national origin, physical handicap or medical condition in Society's use of the premises, including, but not limited to, the providing of goods, services, facilities, privileges, advantages and accommodations, and the obtaining and holding of employment.

14. Insurance.

a. Risks. Society agrees to and shall not use, or permit the leased premises, or any part thereof, to be used, in any manner or for any purpose, other than the purpose set forth above. Unless

included within the said purpose or necessarily incident thereto, no use shall be made or permitted to be made of the leased premises, nor acts done, which will increase the existing rate of insurance upon the building or buildings, belonging to City located on the leased premises or cause a cancellation of any insurance policy covering said building or buildings, or any part thereof; nor shall any article which may be prohibited by the standard form of fire insurance policy be or be permitted to be kept, held, stored, used, or sold in or about the leased premises. Society shall, at Society's sole cost and expense, comply with any and all requirements, pertaining to the leased premises, of any insurance organization or company, necessary for the continued maintenance of reasonable fire, public liability, and property damage insurance, covering said buildings and appurtenances.

If the operation under this Agreement results in an increased (or decreased) risk in the opinion of the City Manager, then Society agrees that the minimum limits hereinafter designated shall be changed accordingly upon request by the City Manager.

b. Public Liability and Property Damage Insurance. During the entire term of this lease, Society agrees to take out and maintain public liability insurance which names City as an additional insured with an insurance carrier satisfactory to City to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting therefrom, suffered or alleged to be suffered by any person or persons, whatsoever, resulting directly or indirectly from any act or activities of Society or any person acting for Society or under Society's control or

direction, and also to protect against loss or liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts or activities of Society of any person acting for Society or under Society's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this lease in the amount of not less than one million dollars (\$1,000,000) combined single limit. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Society may be held responsible for the payment of damages to persons or property resulting from Society's activities or the activities of any person or persons for which Society is otherwise responsible.

Society shall, on or before the effective date of this lease, deliver to the City Manager of City, a policy of bodily injury and property damage liability insurance issued by a company licensed in the State of California to transact such business, indicating that Society has bodily injury and property damage liability insurance as required in this paragraph, and indicating that the policy has been endorsed or does otherwise cover the contractual liability imposed by this Agreement, and that the insurance company shall notify the City Manager if said policy be terminated or limited in any manner prior to the termination date specified in the policy.

c. Fire. The leased premises shall be insured for fire loss by inclusion within the City's umbrella fire policy for all City buildings. All contents not covered by City policy shall be insured by Society.

City and Society and anyone claiming through or under them by way of subrogation, waive any right of action that it may later acquire against the other of the parties to this Agreement for loss or damage to its property or to property in which it may have an interest, where such loss is caused by fire and arises out of or in connection with the leased premises.

d. Insurance For Society's Leasehold Interest. Society may obtain its own insurance covering Society's leasehold interest in the property and improvements. Any such policy shall name the City as a co-insured and the proceeds of any such policy in the event of an insured loss shall be payable jointly to Society and City and shall be used in the absence of an agreement to the contrary solely and exclusively for the purpose of replacing and repairing the damaged property.

15. Indemnification. City, its agents, officers and employees, shall not be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Society or any of the Society's representatives, agents, employees, guests, licensees, invitees, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any acts or omission of Society in or upon the leased premises, or any act or omission of any person or from any defect in any part of the leased premises or from any other cause or reason whatsoever. Society further agrees to indemnify and save free and harmless City and its authorized agents, officers, and employees against any of the foregoing liabilities and any costs and expenses incurred by City on account of any claim or claims therefore.

During the term of this lease, Society agrees to defend in the name of, and on behalf of, City, all claims or suits for damages and all fixed costs and interest on all such legal proceedings and pay all sums which City may become liable to pay as damages imposed upon it by law arising out of accidental bodily injury or death suffered, or alleged to have been suffered, by any person while within or upon the premises described in this lease. Society further agrees to pay all sums which City may become liable to pay as damages imposed upon it by law resulting from accidental injury to, or destruction of, property not owned, leased, occupied or used by, or in the care, custody or control of, Society or of City or of any employee of Society or City, subject to the following conditions: (a) this Agreement shall not apply to any injury or death caused by any employee of City; (b) City shall not voluntarily assume any liability or incur any expenses or settle any claims without the prior written consent of Society.

16. Surrender of Premises. Society agrees to and shall use ordinary care for the preservation in safety and in good condition of the leased premises and the improvements constructed thereon, and shall, on expiration or sooner termination of the term hereof, surrender the property, with improvements, to City in good condition, reasonable wear and tear excepted.

17. Improvements, Repairs and Alterations. Society shall not make any alterations or changes in the leased premises, or cause to be made, built or installed thereupon, any improvements and shall not alter any existing improvements; except in accordance with plans and specifications previously submitted to the City Manager of said City and approved, in writing, by him or her. Such improvements will be consistent with the

Historical Designation and Park Character, and uses of the leased premises and adjacent areas. Society agrees to take good care of the leased premises, fixtures and appurtenances, and of all alterations, additions and improvements to any of them, and to perform janitorial services within the premises and to keep the said premises in a safe, clean and sanitary condition at all times. Interior decoration and alterations for the accommodation of Society shall be the responsibility of Society. By entry hereunder, Society accepts the premises as being in good and sanitary order, condition and repair, and agrees on the last day of the term or sooner termination of this lease to surrender to City the premises with improvements in the same condition as when received or as they may have been put into, reasonable wear and tear excepted.

18. Removal of Improvements. City agrees that all trade fixtures installed by Society in accordance with the provisions herein provided, shall be and remain the property of Society, and Society agrees that all improvements of a permanent nature, including heating system, air conditioning plant, and plumbing shall be and remain the property of City. Society shall have the right to remove such fixtures and improvements belonging to Society, prior to expiration or sooner termination of this Agreement, at Society's own expense, provided that any damage to City's property or improvements shall be repaired and the premises left in good order and condition. In the event Society does not so remove said fixtures and improvements prior to the expiration of this Agreement, City may remove, or sell, or destroy the same at the expense of Society, and Society shall pay to City the reasonable cost of any such removal, sale or destruction, together with the reasonable cost of repair of damages to City's property or improvements resulting from such removal, sale or

destruction. At the option of City, any property, real or personal, not so removed by Society may be deemed abandoned.

19. Labor and Materialmen's Bond. Society will save City free and harmless, indemnify it against all claims for labor and materials in connection with improvements, repair or alterations to the leased premises, and the cost of defending against such claims, including reasonable attorney's fees.

In the event that improvements, repairs, or alterations are constructed on the leased premises by other than City, Society shall file with City a bond, conditioned for the payment in full of the claims of all persons performing labor upon or furnishing materials to be used, in the amount of the estimated cost of the improvement, alteration, or repair as determined by the City Manager. The bond shall be acknowledged by Society as principal and by a corporation licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety.

In the event that a lien is recorded under the California Code of Civil Procedure against the leased premises and the lien holder attempts to perfect such lien by a lawsuit and the Society has failed to comply with the requirements of this paragraph, this lease shall at City's option terminate five (5) days after service of summons in such lawsuit upon the City; provided, however, that the City Manager shall have the right to continue this lease in full force and effect by notifying the Society in writing of Society's election to do so.

20. Maintenance. Society agrees to assume responsibility for the operation of said premises, routine maintenance of the premises and janitorial maintenance of the leased premises (including the parking lot

immediately south of the main entrance to the Garden upon completion of Phase II-B), throughout the term hereof without expense to City unless otherwise specified herein, and to perform all repairs and replacements necessary to such maintenance and to preserve said premises in a decent, safe, healthy and sanitary condition in a manner satisfactory to City and in compliance with all applicable laws. Society agrees that City shall not be required to perform any maintenance, repairs or services or to assume any expense not specifically assumed herein in connection with said premises, except that City agrees to retain responsibility for periodic sealing, resurfacing and restriping of the parking lot south of the main entrance.

21. Waste, Damage or Destruction of Premises. Society shall give prompt notice to City of any damage to the leased premises within ten (10) days of such damage occurring. Society shall not commit or suffer to be committed any waste or injury, or any public or private nuisance. Society shall keep the premises clean and clear of refuse and obstructions; and shall dispose of all garbage, trash, and rubbish in a manner satisfactory to City.

If the leased premises are damaged in whole or in part by any cause, excluding fire or other insured risk, so as to render the premises untenable or unfit for the use or purpose for which the same are hereby let and said damages are repairable within a reasonable time in the opinion of the City Manager, City may elect to repair said damages so as to restore said premises to a condition which is tenantable and fit for the said uses and purposes.

In the event City elects to make such repairs, Society agrees to and shall pay to City, upon receipt of an invoice, the full cost of the

repairs made and Society further agrees that this lease shall remain in full force and effect. In the event that City does not so elect and Society does not so elect to make such repairs or in the event of a total destruction of the leased premises, City may terminate this lease and Society may also terminate this lease, provided the destruction, partial or total, has not arisen as a result of the negligence of Society, or of Society's agents, employees or any person or persons acting for Society or under Society's control. Nothing contained herein is to be construed as obligating City to repair, replace or renew any glass whatsoever or any fixtures, equipment, improvements or property belonging to Society which may have been damaged as a result directly or indirectly of any of such damage or for any other cause whatsoever.

In the event the leased premises are damaged in whole or in part by fire or any other insured risk, City shall be obligated to apply the proceeds of any such insurance to the repair or reconstruction of the leased premises, provided that Society elects to join in such repair or reconstruction and to be responsible for the cost thereof in excess of the amount of any said insurance proceeds as are payable to City. Upon receipt of notice of the amount of said insurance proceeds, City shall thereupon give Society written notice of the amount thereof, and Society shall notify City within fourteen (14) days of the receipt thereof of its intentions as to such repairs or reconstruction.

22. Disputes. Society agrees to refer all disputes as to the interpretation of this lease, or the right and duties of the parties hereto, to the City Manager. Nothing herein contained shall be considered to be derogation of any rights whatsoever which either party hereto has, or shall have, under any applicable charters, laws,

ordinances, regulations or judicial or administrative decisions or ruling of the State of California or the City of San Diego.

23. Taxes. Society recognizes and understands that this lease may create a possessory interest subject to property taxation and that the Society will be subject to the payment of property taxes levied on such interest. As further consideration for the execution of this lease, Society agrees to pay and discharge, before delinquency, all taxes, assessments and fees assessed or levied upon Society or the leased premises during the term of this lease.

24. Utilities. Society shall order, obtain and pay for all utilities, and service and installation charges in connection therewith. All utilities installed by Society shall be installed underground.

Society acknowledges that City's utility lines exist within the leased area and that it may be necessary in connection with any development of the leased area that such utility lines be relocated. Society hereby agrees to pay all costs for any such relocation and Society further specifically agrees that City shall have the right during the entire lease term to enter on to the leased premises for the purpose of maintaining, repairing or replacing any of the utility facilities. In the event in connection with such maintenance, repair or replacement it is reasonably necessary to interfere with or damage improvements installed by Society, Society agrees that Society shall be responsible for any and all costs of reconstruction or repairing any damage done by City in connection with the repair, maintenance or replacement of the utilities.

Attached hereto as Exhibit "C" is a plat showing the general locations of the existing utilities. The plat indicates the location of such

utilities to the best of City's knowledge. City does not, however, certify that the plat represents all of such utilities nor exact location and Society agrees that in connection with the development of the leased premises as and when utility lines are encountered appropriate City staff will be notified in order, if necessary, to more accurately identify the actual location of all such utilities.

25. Signs. All signing and other identification of the premises shall be subject to approval of City.

26. City Use of Facilities. Society shall make the Garden available for City use for special events when requested by City in writing not less than ten (10) days before each such event. Said use by City shall occur only during such times as the Garden is available and not open to the public. Said use shall be at no cost to City except for actual expense incurred by Society in connection with the event.

C. Restrictive Conditions.

1. Ownership of Property. At all times during the term of this Agreement commencing with the construction of said improvements, said improvements shall become and shall be the absolute property of the City. Title to all improvements acquired, completed or constructed by Society and title to all furniture, furnishing and equipment shall be and remain in City. However, in order to allow for the possibility that a grant, bequest or gift to Society may be conditioned upon title remaining in Society or its benefactor, the City Manager shall have the authority to make specific exceptions to the provisions of this paragraph. Such exceptions shall be made only if the terms of a grant, bequest or gift specifically preclude title vesting in the City, and shall be in writing

signed by the City Manager. Removal of improvements except for purposes of replacement shall require the approval of the City Manager.

2. Entry and Inspection. City reserves and shall always have the right to enter the leased premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted thereon. In the event that such entry or inspection by City discloses that said premises are not in a decent, safe, healthy and sanitary condition, City shall have the right, after ten (10) days written notice to Society, to have any necessary maintenance work done for and at the expense of Society and Society hereby agrees to pay within thirty (30) days of receipt of an invoice from City any and all costs incurred by City in having such necessary maintenance work done in order to keep said premises in a decent, safe, healthy and sanitary condition. Further, if at any time City determines that said premises are not in a decent, safe, healthy and sanitary condition, City may at its sole option, without additional notice, require Society to file with City a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy and sanitary. Said bond shall be in amount adequate in the opinion of City to correct the said unsatisfactory condition. Society shall pay the cost of said bond. The rights in this section shall not create any obligations on City or increase obligations elsewhere in this lease imposed on City.

3. Right to Assign and Sublet. Society shall not assign this lease, or any interest therein, and shall not sublet the leased premises, or any part thereof, or any right or privilege appurtenant thereto, nor suffer any other person (the agents, officers and employees of City

excepted) to occupy or use the leased premises, except as consistent with the purpose of this Agreement, without the express, prior written consent of the City Council. A consent to one assignment, subletting, occupation or use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such subsequent assignment or subletting without such consent shall be void, and shall, at the option of City, terminate this lease. This lease shall not, nor shall any interest therein, be assignable, as to the interest of Society, by operation of law, without the prior written consent of the City Council.

4. Encumbrance. Subject to prior consent by the City, which shall not be unreasonably withheld, Society may encumber this lease, its leasehold estate and its improvements thereon by deed of trust, mortgage, chattel mortgage or other security instrument to assure the payment of a promissory note or notes of the Society, upon the express condition that the proceeds of such loan or loans be devoted exclusively to the purpose of developing the leased premises in accordance with the Japanese Garden Master Plan; however, a reasonable portion of the loan proceeds may be disbursed for payment of incidental costs of construction, including but not limited to the following: offsite improvements for service of the premises; onsite improvements; escrow charges; premiums for hazard insurance, or other insurance or bonds required by City; title insurance premiums; reasonable loan costs such as discounts, interest and commissions; and architectural, engineering and attorney's fees and such other normal expenses incidental to such construction.

Any subsequent encumbrances on the premises or on any permanent improvements thereon, must first have the approval in writing of City

Manager. Such subsequent encumbrances shall also be for the exclusive purpose of development of the premises. The City Manager shall have the sole and absolute discretion to approve or disapprove any such proposed subsequent encumbrance.

In the event any such approved deed of trust or mortgage or other security type instrument should at any time be in default and be foreclosed, or transferred in lieu of foreclosure the City will accept the approved mortgagee or beneficiary thereof as its new tenant under this lease with all the rights, privileges and duties granted and imposed in this lease.

Any default, foreclosure or sale pursuant to said deed of trust, mortgage or other security instrument, shall be invalid with respect to this lease without prior notice thereof to and approved by City. Upon prior approval by City, said mortgagee or beneficiary may assign this lease to its nominee, if nominee is a reputable, qualified and financially responsible person in the opinion of City. Any deed of trust, mortgage or other security instrument shall be subject to all of the terms, covenants and conditions of this lease and shall not be deemed to amend or alter any of the terms, covenants or conditions hereof.

City agrees, at any time or from time to time during the term hereof within ten (10) days after request therefor, by Society, to deliver a certificate in recordable form to Society, or to any proposed mortgagee, trust deed beneficiary or assignee, certifying if that in fact be the case this lease is in full force and effect and that there are no defenses, defaults, or offsets thereto, or otherwise stating those claimed by City.

5. Reservation for City Use. City hereby reserves all rights, title and interest in any and all gas, oil, minerals and water, upon or beneath said leased premises. City shall have the right to enter said leased premises for purpose of drilling, operating and maintaining such installations as are necessary or desirable for the development of said gas, oil, mineral and water rights or for making repairs to or developing the municipal services of City; provided, however, that Society's use of the premises shall not be substantially interfered with or interrupted. City hereby reserves the right to grant and use such easements or establish and use such rights-of-way over, under, along and across said leased premises for utilities, thoroughfares, or access as it may deem advisable for the public good. However, City agrees not to exercise such rights without first consulting with Society and making reasonable efforts to avoid disruption of Society's leasehold interest.

6. Time is of the Essence. Time is of the essence of each and every term and provision of this lease and this lease shall inure to the benefit of and be binding upon the parties hereto and any successors of Society as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations and agreements in this lease shall extend to and bind any assigns or sublessees of Society.

7. Waiver. The waiver by City of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of consideration hereunder by City shall not be deemed to be a waiver of any preceding breach by Society of any term, covenant, or condition of this lease, nor shall any failure on the part of City to

require or exact full and complete compliance with any of the covenants, conditions or agreements of this lease be construed as in any manner changing the terms hereof or to stop City from enforcing the full provisions hereof, nor shall the terms of this lease be changed or altered in any manner whatsoever other than by written Agreement of City and Society.

8. Merger. The voluntary or other surrender of this lease by Society, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of City, terminate all or any existing subleases or subtenancies, or may, at the option of City, operate as an assignment to it of any or all such subleases or subtenancies.

9. Remedies of City. In the event (a) that Society shall default in the performance of fulfillment of any covenant or condition herein contained on Society's part to be performed or fulfilled and shall fail to cure such default, or to commence to cure such default and thereafter diligently pursue such cure to completion, within thirty (30) days following the service on Society of a written notice from City specifying the default or defaults complained of and the date on which Society's rights hereunder will be terminated as hereinafter provided if such default or defaults is or are not cured, or (b) that Society shall file a voluntary petition in bankruptcy, or (c) that Society shall be adjudicated a bankrupt, or (d) that Society shall make a general assignment for the benefit of creditors, then and in either or any of the said events, City may, at its option, without further notice or demand upon Society or upon any person or persons claiming by, through or under Society, immediately cancel and terminate this lease and terminate each, every and all of the rights of Society and of any and all persons claiming by, through

or under Society in or to the leased premises and in or to the further possession thereof and may thereupon enter into and upon the leased premises and to repossess the same and expel Society any and all persons claiming by, through or under Society. The rights and remedies of City as hereinabove set forth, are cumulative only and shall in no wise be deemed to limit any of the other provisions of this lease or otherwise to deny to City any right or remedy at law or in equity which City may have or assert against Society under any law in effect at the date hereof or which may hereafter be enacted or become effective, it being the intent hereof that the rights and remedies of City, as hereinabove set forth, shall supplement or be in addition to or in aid of the other provisions of this lease and of any right or remedy at law or in equity which City may have against said Society.

10. Attorney's Fees. Should it become necessary for City to commence legal proceedings to collect rent, to recover possession or enforce any other provision of this lease, Society agrees that the prevailing party shall be entitled to all legal costs in connection therewith, including a reasonable sum as attorney's fees.

11. Holding Over. The occupancy of the leased premises after the expiration of the term of this Agreement shall be construed to be a tenancy from month to month, and all other terms and conditions of this Agreement shall continue in full force and effect.

12. Administration and Notice. Control and administration of this lease is under the jurisdiction of the City Manager of the City of San Diego and any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this lease or by law to be given or served upon City may be given or served by letter

deposited in the United States mails, postage prepaid, and addressed to the City Manager, City of San Diego, Attention Park and Recreation Director, 202 "C" Street, San Diego, California 92101, or at such other address as the City Manager, in writing, specifies. Any notice or notices provided for by this lease or by law to be given or served upon Society may be given or served by depositing in the United States mails, postage prepaid, a letter addressed to said Society whose address is Studio No. 2, House of Hospitality, Balboa Park, San Diego, California 92101, or may be personally served upon said Society (or any one of them), or any person hereafter authorized by Society to receive such notice. Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served upon personal service or forty-eight (48) hours after mailing in the manner required herein.

13. Political Activities. As provided in the "authorized uses" provision of this lease Agreement, the premises shall be used exclusively for the purposes specified. The premises shall not be utilized for the purpose of working or campaigning for the nomination or election to any public office be it partisan or nonpartisan. Provided, however, that the Society shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.

14. Public Access. The general public shall not be wholly or permanently excluded from these premises or any portion thereof. Society may develop reasonable restrictions for the use of the facility provided that they are consistent with the rights of the general public, and are designed to enable Society to use the premises for the purposes herein

granted. Society shall open premises to the public during normal operating hours.

VI. ENTIRE UNDERSTANDING

Upon approval of City Council of City, this Agreement will constitute the full and complete understanding between the parties with respect to the matters covered herein. All other agreements are null and void.

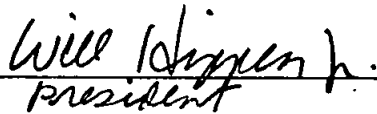
IN WITNESS WHEREOF, this lease Agreement is executed by the City, acting by and through its City Manager, pursuant to Resolution No. R- 260395 authorizing such execution, and the Society has caused this lease Agreement to be executed, and its corporate name and seal to be affixed by the proper officers.

Dated this 2nd day of April, 1984.

THE CITY OF SAN DIEGO

By 
ASSISTANT TO THE City Manager

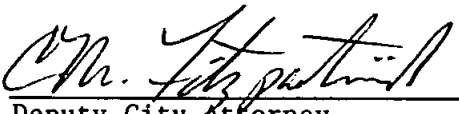
JAPANESE FRIENDSHIP GARDEN
SOCIETY OF SAN DIEGO
A California nonprofit public
benefit corporation

By 
President

By _____

I HEREBY APPROVE the form and legality of the foregoing agreement this
2nd day of April, 1984.

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

APPROVED:

JENNINGS, ENGSTRAD & HENRIKSON
A professional law corporation

By _____
Larry L. Marshall
Attorneys for Japanese Friend-
ship Garden of San Diego, Inc.

Date: _____

Exhibit "B"

THE JAPANESE FRIENDSHIP GARDEN OF SAN DIEGO

CAPITAL IMPROVEMENT SCHEDULE

PHASE I - KIOSK AND STONE GARDEN

- Site Preparation
- Architect
- Landscape Architect
- Buildings
- Plants, Rocks, etc.
- Other Improvements

Construction would commence and be completed in 1984 pursuant to a specific budget to be considered for adoption by the Board of Directors in December of 1983.

PHASE IIA - LOWER LEVEL NORTH TWO THIRDS

- Site Preparation
- Architect
- Landscape Architect
- Demolition, Clearing and Grubbing
- Site Rough Grading
- Buffer Area Landscape
- Off-site Connecting Walkways
- Core Area Pathways
- Dry Stream Bed
- Core Area Landscape
- Fencing
- Maintenance Facility

Construction would be commenced in 1985 pursuant to a budget adopted in 1984 upon completion of Phase I.

Exhibit "B"

THE JAPANESE FRIENDSHIP GARDEN OF SAN DIEGO

CAPITAL IMPROVEMENT SCHEDULE

PHASE IIB - LOWER LEVEL SOUTH ONE THIRD

Site Preparation
Architect
Landscape Architect
Demolition, Clearing and Grubbing
Site Rough Grading
Buffer Area Landscape
Off-site Connecting Walkways
Core Area Pathways
Lake, Island, Stream and Hydromechanical Systems
Core Area Landscape
Fencing

Construction would commence approximately one and one half years following the completion of Phase IIA.

PHASE III

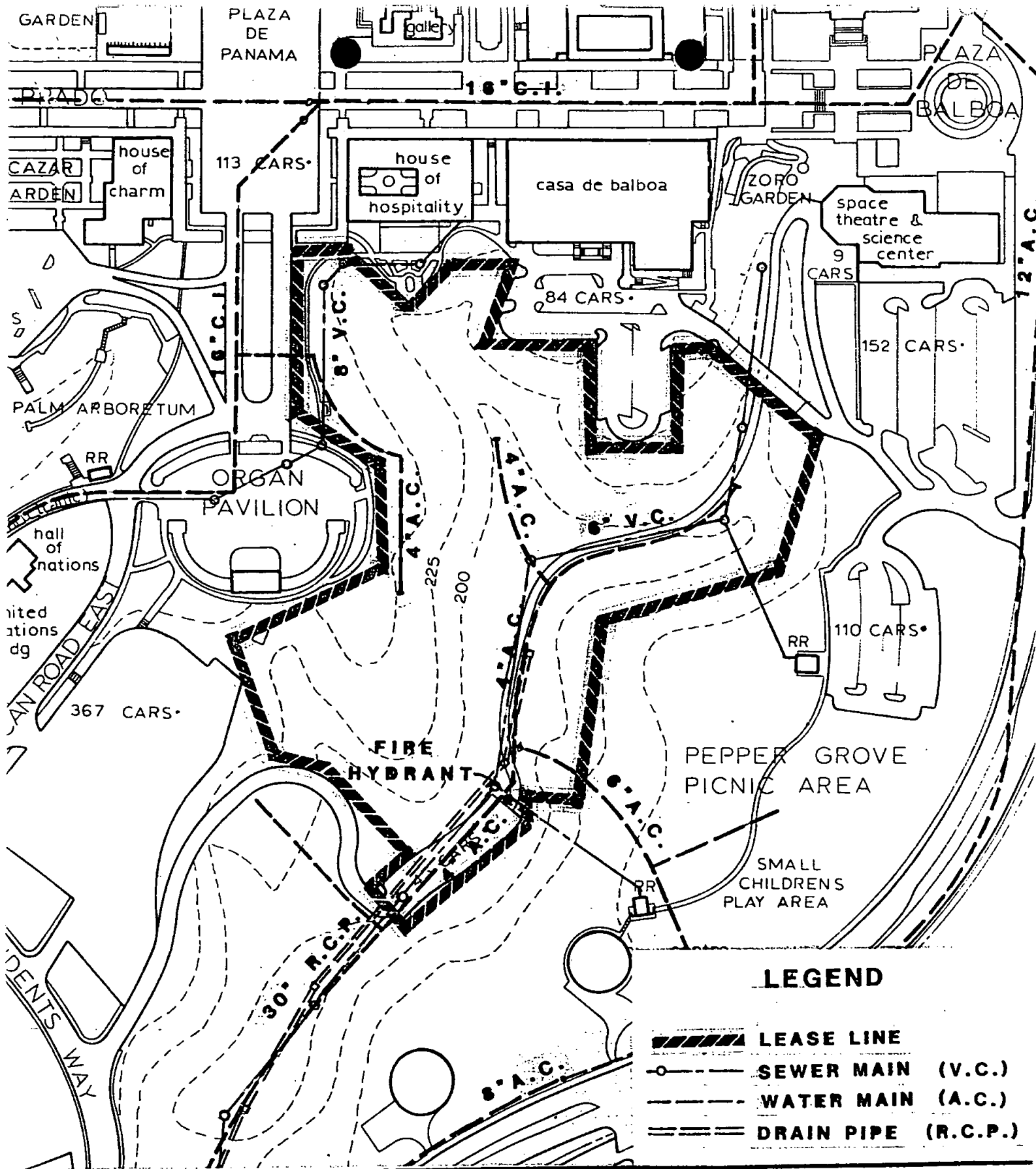
Site Preparation
Architect
Landscape Architect
Waterfall
Nodate
Entry Garden
Garden Walls
Main Gate

Construction would commence approximately one and one half years following the completion of Phase IIB.

PHASE IV

Site Preparation
Architect
Landscape Architect
Garden House
Pavilion
Landscape

Construction would commence approximately one and one half years following the completion of Phase III.



JAPANESE GARDEN LEASE

EXHIBIT A&C

00135

Exhibit "B"

THE JAPANESE FRIENDSHIP GARDEN OF SAN DIEGO

CAPITAL IMPROVEMENT SCHEDULE

PHASE V

Architect
Landscape Architect
Hiroba
Pagoda
Tea House and Garden
Moon-viewing Terrace and Paths
Remaining Garden Walls

Construction would commence approximately one and one half years following the completion of Phase IV.

PHASE VI - GARDEN STUDY CENTER

Operational and endowment funding of the Garden Study Center during the course of construction of the various phases of the Garden would provide funds to permit experienced gardeners from Japan to be brought to San Diego to reside for periods up to one year or more. These gardeners would provide instruction to Garden employees, employees of other Japanese gardens, and to the general public in the technical aspects of Japanese garden care and maintenance.

The Garden Study Center would also sponsor on public exhibitions, encourage tea ceremony, Japanese dance, build and maintain a library, and otherwise encourage the various art forms traditionally associated with Japanese gardens.

THE JAPANESE FRIENDSHIP GARDEN OF SAN DIEGO

SCHEDULE OF PHASED DEVELOPMENT

PHASE I - KIOSK AND STONE GARDEN

- Site Preparation
- Architect
- Landscape Architect
- Buildings
- Plants, Rocks, Etc.
- Other Improvements

Construction would commence in 1984 within 180 days of the execution of the lease agreement and be completed by June, 1985.

PHASE II A - Lower Level North Two Thirds

- Site Preparation
- Architect
- Landscape Architect
- Demolition, clearing and grubbing
- Site rough grading
- Buffer area landscape
- Off-site connecting walkways
- Core Area Pathways
- Dry stream bed
- Core Area Landscape
- Fencing
- Maintenance Facility

Construction would be commenced in 1985 upon completion of Phase I.

JAPANESE FRIENDSHIP GARDEN CAPITAL IMPROVEMENT SCHEDULE

PHASE II B - Lower Level South One Third

- Site Preparation
- Architect
- Landscape Architect
- Demolition, clearing and
Grubbing
- Site rough grading
- Buffer area landscape
- Off-site connecting
walkways
- Core Area Pathways
- Lake, island, stream and
hydromechanical systems
- Core Area Landscape
- Fencing

Construction would commence approximately one and one half years following the completion of Phase IIA.

PHASE III

- Site Preparation
- Architect
- Landscape Architect
- Waterfall
- Nodate
- Entry Garden
- Garden Walls
- Main Gate

Construction would commence approximately one and one half years following the completion of Phase IIB.

PHASE IV

- Site Preparation
- Architect
- Landscape Architect
- Garden House
- Pavilion
- Landscape

Construction would commence approximately one and one half years following the completion of Phase III.

JAPANESE FRIENDSHIP GARDEN CAPITAL IMPROVEMENT SCHEDULE

PHASE V

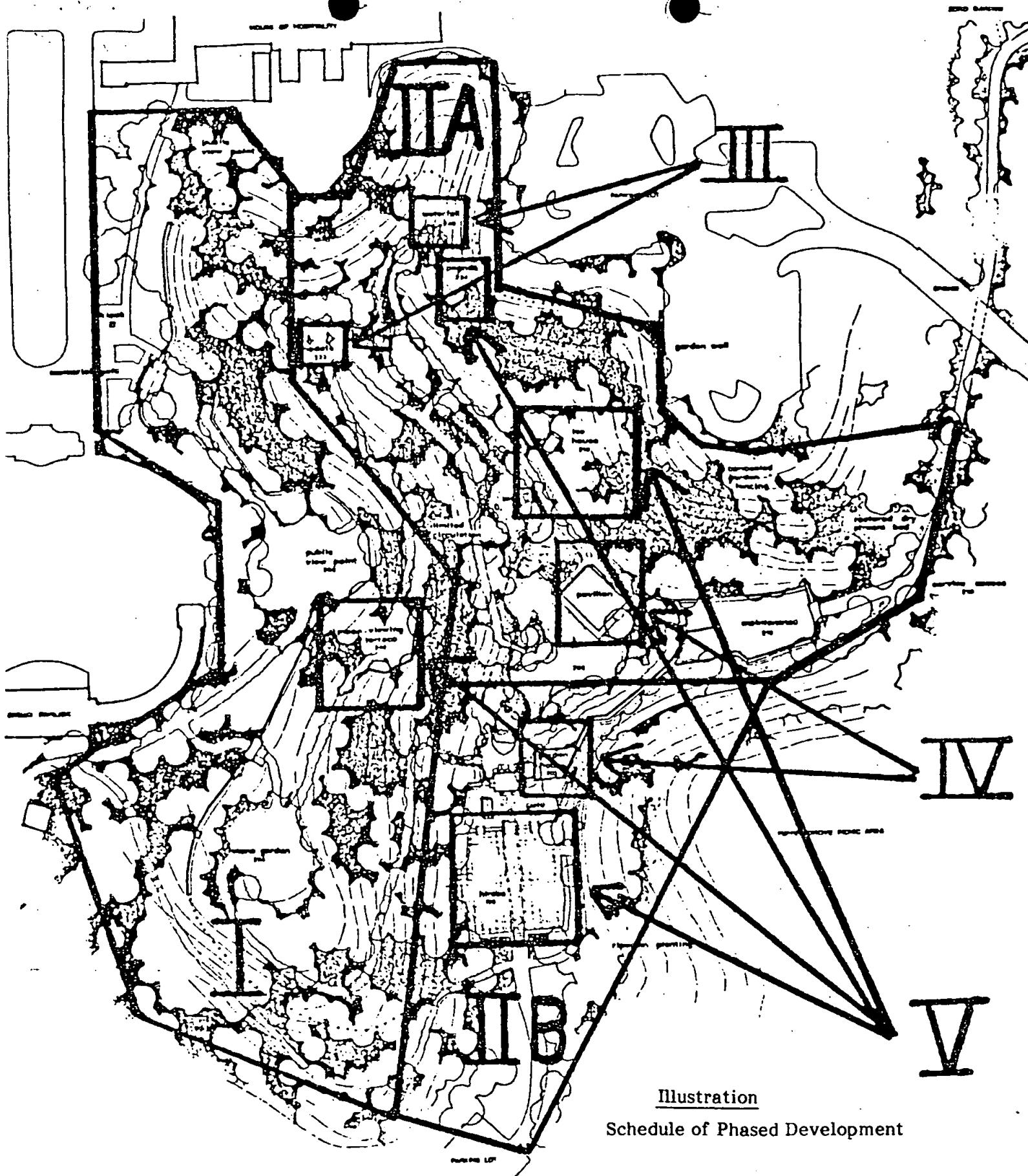
- Architect
- Landscape Architect
- Hiroba
- Pagoda
- Tea house and garden
- Moon-viewing terrace
and paths
- Remaining Garden Walls

Construction would commence approximately one and one half years following the completion of Phase IV.

PHASE VI. GARDEN STUDY CENTER

Operational and endowment funding of the Garden Study Center during the course of construction of the various phases of the Garden would provide funds to permit experienced gardeners from Japan to be brought to San Diego to reside for periods up to one year or more. These gardeners would provide instruction to Garden em-ployees, employees of other Japanese gardens, and to the general public in the technical aspects of Japanese garden care and maintenace.

The Garden Study Center would also sponsor on public exhibitions, encourage tea ceremony, Japanese dance, build and maintain a library, and otherwise encourage the various art forms traditionally associated with Japanese gardens.



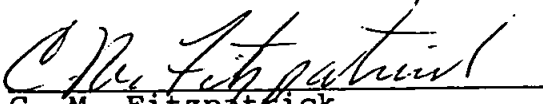
RESOLUTION NUMBER R- 260395

Adopted on APR 2 1984

BE IT RESOLVED, by the Council of The City of San Diego,
that the City Manager be and he is hereby authorized and
empowered to execute, for and on behalf of said City, a Lease
Agreement with the JAPANESE FRIENDSHIP GARDEN SOCIETY OF SAN
DIEGO, for construction, maintenance and operation of a Japanese
Garden in Balboa Park, under the terms and conditions set forth
in the Lease Agreement on file in the office of the City Clerk
as Document No. RR- 260395.

APPROVED: John W. Witt, City Attorney

By


C. M. Fitzpatrick
Assistant City Attorney

CMF:rc:263.1

3/7/84

Or.Dept:Pk.& Rec.

Form=r.auagr

Passed and adopted by the Council of The City of San Diego on

April 2, 1984

by the following votes:

YEAS: Cleator, McColl, Jones, Struiksma, Gotch, Murphy,
Martinez, Hedgecock.

NAYS: None.

NOT PRESENT: Mitchell.

AUTHENTICATED BY:

ROGER HEDGECOCK

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By BARBARA BAXTER

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. R- 260395 passed and adopted by the Council of The City of San Diego, California, on April 2, 1984.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By

Barbara Baxter
Deputy

(Rev. 5/83)

bb

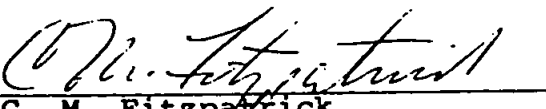
00141

(R-84-1515)

RESOLUTION NUMBER R- 260396Adopted on APR 2 1984

BE IT RESOLVED, by the Council of The City of San Diego, that it be, and it is hereby certified, that the information contained in ENVIRONMENTAL NEGATIVE DECLARATION NO. 78-06-12 in connection with the lease agreement with the Japanese Friendship Garden Society of San Diego for construction, maintenance and operation of a Japanese Garden in Balboa Park, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and that said Declaration has been reviewed and considered by this Council.

APPROVED: John W. Witt, City Attorney

By 
C. M. Fitzpatrick
Assistant City Attorney

CMF:rc:263.1

3/7/84

Or.Dept:Pk.& Rec.

Form=r.neg

ENDORSED
FILEDIn the office of the Secretary of State
of the State of California

DEC 18 1980

MARCH FONG EU, Secretary of State

Gloria J. Carroll
DeputyARTICLES OF INCORPORATION
OF
JAPANESE FRIENDSHIP GARDEN SOCIETY
OF SAN DIEGO

1. NAME. The name of this corporation shall be Japanese Friendship Garden Society of San Diego.

2. PURPOSES AND POWERS.

(A) This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable and educational purposes.

(B) The purposes for which this corporation is organized are exclusively charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 and are, on a community service and charitable basis, to establish an authentic Japanese garden on property owned by the City of San Diego, State of California, known as Balboa Park; to maintain such garden without financial assistance from the City of San Diego; to provide residents and visitors of San Diego with an educational attraction that will demonstrate the principles, values and traditions of the Japanese culture.

(C) The corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this corporation.

(D) Notwithstanding any other provision of these articles, the corporation shall not carry on any activities not permitted to be carried on (1) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), or (2) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

3. AGENT FOR SERVICE. The name and address in this state of the corporation's initial agent for service of process is J. Bruce Henderson, Attorney at Law, 7722 Herschel Avenue, La Jolla, California 92037.

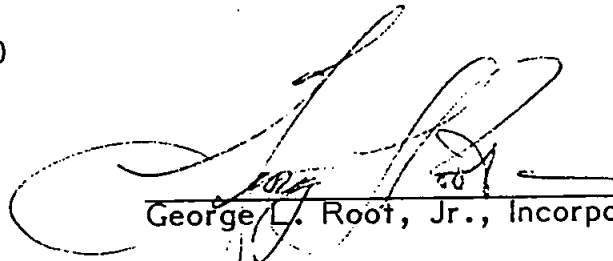
4. DEDICATION AND DISSOLUTION.

(A) The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net income or assets of this organization shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private persons.

(B) Upon the winding up and dissolution of the corporation, its assets remaining after payment of, or provision for payment of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for charitable purposes and which has established and at such time continues to qualify for tax exempt status under Section 501(c)(3) of the Internal Revenue Code or to the Federal, State or local government if such distribution would best accomplish the purposes for which the corporation was formed.

5. LIMITATION ON CORPORATE ACTIVITIES. No substantial part of the activities of this corporation shall consist of the carrying on of propaganda, or otherwise attempting, to influence legislation, nor shall this corporation participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

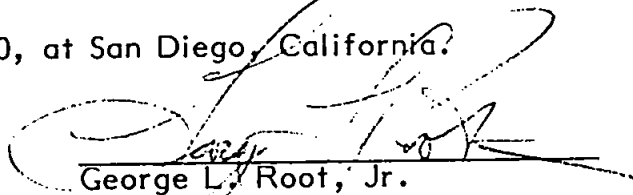
Dated: November 21, 1980



George L. Root, Jr., Incorporator

I declare that I am the person who executed the above Articles of Incorporation, and such instrument is my act and deed.

Executed on November 21, 1980, at San Diego, California.



George L. Root, Jr.

As Amended March 26, 1991

BYLAWS
OF
JAPANESE FRIENDSHIP GARDEN SOCIETY
OF SAN DIEGO, INC.
A California Nonprofit Public Benefit Corporation

ARTICLE 1

OFFICES

1.1 Principal Office. The corporation's principal office shall be fixed and located at such place as the Board of Directors (herein called the "Board") shall determine. The Board is granted full power and authority to change the principal office from one location to another.

1.2 Other Offices. Branch or subordinate offices may be established at any place or places by the Board at any time.

ARTICLE 2

PURPOSES

2.1 Purposes. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. The specific purposes of this corporation are (i) to provide a unique recreational, cultural and educational attraction for San Diego's residents and visitors; (ii) to promote friendship and cultural exchanges with Japan; (iii) to provide a study, demonstration and resource center for gardening and the traditional Japanese arts; and (iv) to pursue any and all charitable activities related thereto.

2.2 Limitations. This corporation is a nonprofit, nonsectarian, nonracial, nonpolitical organization. The property of this corporation is irrevocably dedicated to charitable purposes and no part of the net earnings, contributions, or assets of the corporation shall inure to the benefit of, or be distributable to, its members, directors, trustees, officers, or other private persons, except the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the Articles and otherwise in these Bylaws. No substantial part of the activities of this

corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation. This corporation shall not participate or intervene in any political campaign (including the publication or distribution of statements) on behalf of any candidate for public office.

ARTICLE 3

MEMBERSHIP

3.1 Voting Class of Membership. There shall be one class of voting members of the corporation, consisting of the individuals who from time to time comprise the Board of Directors of this corporation.

3.2 Associates. Nothing in this Article 3 shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer by amendment of its Articles of Incorporation or of these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote for the election of directors or on a disposition of substantially all of the assets of the corporation or on a merger or on a dissolution or on changes to the corporation's Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of said Section 5056. The Board may also, in its discretion, without establishing memberships, establish an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

3.3 Contributor Categories. Membership in the Society shall be open to anyone interested in the objects and purposes of the Society, upon payment of an annual or lifetime contribution, the amount of which shall be set by the Board.

Annual membership shall be for one year which shall commence with the month of contribution, and each individual in whose name the contribution is made shall hereinafter be referred to as an "Annual Member."

Life membership shall be for the life of the individual in whose name or names the contribution is made, and such contributor shall be hereinafter referred to as a "Life Member."

3.4 Privileges of Membership. Each Life Member and each Annual Member shall be entitled for the term of the membership to be admitted to the Garden without charge, to attend special functions by invitation, and to hold office in the Society.

3.5 Transfer or Assignment. None of the rights and privileges set forth in this Article are transferable or assignable.

3.6 Termination of Membership. The Board may terminate or suspend a membership or expel or suspend a member for conduct which the Board shall deem inimical to the best interests of the corporation, including, without limitation, flagrant violation of any provision of these Bylaws or failure to satisfy membership qualifications.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Powers. Subject to limitations in the Articles of Incorporation and these Bylaws, the activities and affairs of the corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the corporation to any person or persons, a management company, or committees however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws and permitted by law:

(a) To select and remove all the other officers, agents and employees of the corporation, prescribe powers and duties for them as may be consistent with law, the Articles of Incorporation and these Bylaws, fix their compensation, and require from them security for faithful service.

(b) To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor, consistent with law, the Articles of Incorporation and these Bylaws, as the Board may deem best.

(c) To adopt, make and use a corporate seal, and to alter the form of the seal from time to time as the Board may deem best.

(d) To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefor.

(e) To carry on a business at a profit and apply any profit that results from the business activity to any activity in which the corporation may lawfully engage.

4.2 Number, Terms and Qualifications. The Board shall be composed of approximately three (3) equal annual classes of directors with terms of approximately one-third of the filled positions on the Board expiring each year. The authorized number of directors shall be thirty-five (35). Directors will be elected by a majority vote of the directors present at a properly noticed meeting of the Board. Directors shall be elected for three (3) years; provided, however, of those directors initially elected, eleven (11) shall have initial one-year terms; twelve (12) shall have initial two-year terms, and twelve (12) shall have initial three-year terms. These variable terms shall be apportioned among the directors by lot at the first meeting of the Board of Directors after the first election. The term of office shall end December 31 of the year which ends the term of office. Each director shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified. A director may be elected to a second consecutive three-year term, but may not be elected to a third consecutive three-year term. A director may be elected to the Board after a lapse of one year following completion of two consecutive three-year terms in office. This provision will become effective with the class of directors with terms expiring in 1989. Members of this class may serve a second consecutive three-year term ending in 1992.

4.3 Vacancies. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Board member may resign effective upon giving written notice to the President, the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time, to take office when the resignation becomes effective. In-term vacancies will be filled for the balance of the unexpired term of office vacated. Time served in filling the balance of an unexpired term of office, or a less than three-year initial term, established to maintain three approximately equal annual classes of directors, will not be included in computing this limit.

4.4 Place of Meeting. Regular or special meetings of the Board shall be held at any place within or without the State of California which has been designated from time to time by the Board. In the absence of such designation, regular meetings shall be held at the principal office of the corporation.

4.5 Regular Meetings. At least one meeting each year shall be for the purpose of organization, election of officers and the transaction of other business. Other regular meetings of the Board shall be held without call or notice on such dates and at such times as may be fixed by the Board.

4.6 Special Meetings. Special meetings of the Board for any purpose(s) may be called at any time by the President or any two (2) directors.

Special meetings of the Board shall be held upon four days' notice by first-class mail or 48 hours' notice given personally or by telephone, telegraph, telex or other similar means of communication. Any such notice shall be addressed or delivered to each director at the director's address as it is shown upon the records of the corporation or as may have been given to the corporation by the directors for purposes of notice or, if the address is not shown on the corporation's records or is not readily ascertainable, at the place in which the meetings of the directors are regularly held.

Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient. Oral notice shall be deemed to have been given at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the recipient.

4.7 Quorum. Twenty-five percent (25%) of the directors then in office constitutes a quorum for the transaction of business, except to adjourn as provided in Section 4.10. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number be required by law or by the Articles of Incorporation, except as provided in the next sentence. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

4.8 Participation in Meeting by Conference Telephone. Members of the Board may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in the meeting can hear one another.

4.9 Waiver of Notice. Notice of a meeting need not be given to any director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the

meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

4.10 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were present at the time of the adjournment.

4.11 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent or consents shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

4.12 Rights of Inspection. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation.

4.13 Fees and Compensation. Directors shall not receive any compensation for their services; however, the Board may approve the reimbursement of a director's actual and necessary expenses incurred in the conduct of the Society's business.

4.14 Open Meetings. Meetings of the Board, except where executive sessions are required to discuss confidential matters, shall be open to any member of the Society; however, only directors may vote.

4.15 Nonliability of Directors and Certain Officers.

(a) Volunteer Directors. Pursuant to Section 5239 of the Nonprofit Public Benefit Corporation Law of the State of California, there shall be no personal liability to a third party on the part of a volunteer director or volunteer officer of this corporation caused by the director's or officer's negligent act or omission in the performance of that person's duties as a director or officer, if all the following conditions are met:

(i) The act or omission was within the scope of the director's or officer's duties;

(ii) The act or omission was performed in good faith;

(iii) The act or omission was not reckless, wanton, intentional, or grossly negligent;

(iv) The corporation has complied with the requirements of subsection (b) below.

This limitation on the personal liability of a volunteer director or officer does not limit the liability of the corporation for any damages caused by acts or omissions of a volunteer director or volunteer officer, nor does it eliminate the liability of a director or officer provided in Section 5233 or 5237 of the Nonprofit Public Benefit Corporation Law of the State of California in any action or proceeding brought by the Attorney General.

(b) Requirement to Obtain Liability Insurance.

In order to obtain the full benefit of the limitation of liability set forth in subsection (a) above, the corporation and the directors shall make all reasonable efforts in good faith to obtain liability insurance in the form of a general liability policy for the corporation or a director's and officer's liability policy.

(c) Paid Directors and Officers. Any director or officer who receives compensation by the corporation for acting in his or her capacity as a director or an officer, as the case may be, shall have no liability based upon any alleged failure to discharge such person's obligations as a director, including, without limiting the generality of the foregoing, any actions or omissions which exceed or defeat a public or charitable purpose to which the corporation, or assets held by it, are dedicated, (i) so long as such compensated director or officer complies with provisions of Section 4.19 of these Bylaws, and (ii) except as provided in Section 5233 of the Nonprofit Public Benefit Corporation Law of the State of California.

4.16 Indemnity for Litigation. The corporation hereby agrees to exercise the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a director, officer, employee or other agent (as defined in Section 317 of the California Corporation Code) of the corporation, to the full extent allowed under the provisions of Section 5238 of the Nonprofit Public Benefit Corporation Law of the State of California relating to the power of a corporation to indemnify any such person. The amount of such indemnity shall be so much as the Board of Directors determines and finds to be reasonable, or, if required by said Section 5238, the amount of such indemnity shall be so much as the court determines and finds to be reasonable.

4.17 Interested Persons. Pursuant to Section 5227 of the Nonprofit Public Benefit Corporation Law of the State of California, no more than forty-nine percent (49%) of the directors serving on the Board may be "interested persons." For

the purposes of this section, "interested persons" means either (i) any person currently being compensated by the corporation for services rendered to it within the previous twelve (12) months whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. The provisions of this Section 4.17 shall not affect the validity or enforceability of any transaction entered into by the corporation.

4.18 Standard of Conduct. Pursuant to Section 5231 of the California Nonprofit Public Benefit Corporation Law, a director shall perform the duties of a director, including duties as a member of any committee of the Board upon which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a director, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;

(b) Counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or

(c) A committee of the Board upon which the director does not serve, as to matters within its designated authority, which committee the director believes to merit confidence. Provided, that in any such case, the director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

4.19 Self-Dealing Transactions. Pursuant to Section 5233 of the Nonprofit Public Benefit Corporation Law of the State of California, the corporation shall not be a party to a transaction in which one or more of its directors has a material financial interest ("Interested Director") unless:

(a) Approval by Attorney General. The Attorney General, or the court in an action in which the Attorney General is an indispensable party, has approved the transaction before or after it was consummated; or

(b) Approval by Board. Prior to entering into the transaction, after full disclosure to the Board of all material facts as to the proposed transaction and the Interested

director's interest and investigation and report to the Board as to alternative arrangements for the proposed transaction, if any, the Board in good faith and by a vote of a majority of the directors then in office (without including the vote of the Interested Director):

(i) Resolves and finds that (1) the transaction is in the corporation's best interests and for the corporation's own benefit, (2) the transaction is fair and reasonable as to the corporation, and (3) after reasonable investigation under the circumstances as to alternatives, the corporation could not have obtained a more advantageous arrangement with reasonable efforts under the circumstances; and

(ii) Approves the entire transaction; or

(c) Interim Approval by Authorized Committee or Person. If it is not reasonably practicable to obtain approval of the Board prior to entering into such transaction, and, prior to entering into said transaction, a committee or person authorized by the Board approves the transaction in a manner consistent with the procedure set forth in subsection (b) of this section; and the Board, after determining in good faith that the corporation entered into the transaction for its own benefit and that the transaction was fair and reasonable as to the corporation at the time it was entered into, ratifies the transaction at its next meeting by a vote of the majority of the directors then in office, without counting the vote of the Interested Director.

In light of the foregoing limitations, all directors shall fill out an annual questionnaire dealing with this subject matter.

ARTICLE 5

OFFICERS

5.1 Officers. The officers of this corporation shall be a Chairman, President, Vice President, Secretary, Treasurer, and such other officers as the Board of Directors may appoint. One person may hold two or more offices, except that neither the Secretary nor Treasurer may serve concurrently as the President of the Board.

5.2 Election. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 5.3 or Section 5.5, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor shall be elected and qualified.

5.3 Subordinate Officers. The Board of Directors may appoint and may empower the President to appoint such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in the Bylaws or as the Board of Directors may from time to time determine.

5.4 Removal and Resignation. Any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting thereof, or, except in the case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors.

Any officer may resign at any time by giving written notice to the Board of Directors, or to the President, or to the Secretary of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled in the manner prescribed in the Bylaws for regular appointments to such office.

5.6 Chairman. The Chairman shall have such duties and authority as may be designated from time to time by the Board of Directors.

5.7 President. The President or his delegate shall preside at all meetings of the members and directors. Subject to the control of the Board of Directors, the President shall have general supervision, direction and control of the business and affairs of the corporation. The President shall serve as an ex officio member of all committees, and shall have such other powers and duties as may be prescribed from time to time by the Board of Directors.

5.8 Vice President. In the absence or disability of the President, the Vice President shall perform all of the duties of the President and in so acting shall have all of the powers of the President. The Vice President shall have such other powers and duties as may be prescribed from time to time by the Board of Directors.

5.9 Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of the corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the records of the corporation, shall deliver the annual statement required by Section 7.3 to the members, and shall have such other powers

and duties as may be prescribed from time to time by the Board of Directors.

5.10 Treasurer. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the properties and business transactions of the Society including accounts of its assets, liabilities, receipts and disbursements. The Treasurer shall deposit or cause to be deposited all moneys and other valuables in the name and to the credit of the Society with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Society, or cause the same to be disbursed, as may be ordered by the Board, and shall render or cause to be rendered to the President and directors upon request, an accounting of all his or her transactions as Treasurer and of the financial condition of the Society. The Treasurer shall present to the Board at each regular meeting held thereof a monthly operating statement and a report of any and all purchases and sales of securities and investments made by and on behalf of the Society since the last preceding regular meeting of the Board. The Treasurer shall be responsible for the bonding of all employees entrusted with funds of the Society and for the maintenance of adequate insurance coverage to protect funds received by the Society against loss. The Treasurer shall cause the books of account to be audited each year by a certified public accountant, and a report of such audit shall be presented to the Board no later than the fourth month following the close of the respective fiscal year.

ARTICLE 6

COMMITTEES

6.1 Appointment of Committees. The Board of Directors may appoint an Executive Committee and such other committees as the Board from time to time deems necessary or appropriate to conduct the business and further the objectives of this corporation. The appointment by the Board of an Executive Committee and any other committee having the authority of the Board shall be by resolution adopted by a majority of directors then in office. The Executive Committee and any other committee having authority of the Board shall consist of two (2) or more directors.

6.2 Powers and Authority of Committees. The Board of Directors may delegate to the Executive Committee or any other committee having the authority of the Board, any of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, except the following:

(a) The approval of any action for which the Nonprofit Public Benefit Corporation Law of the State of California also requires the approval of members of a corporation, in which event the approval of the Board of Directors shall be required.

(b) The filling of vacancies on the Board or in any committee which has the authority of the Board.

(c) The fixing of compensation of the directors for serving on the Board or on any committee.

(d) The amendment or repeal of Bylaws or the adoption of new Bylaws.

(e) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable.

(f) The appointment of committees of the Board or the members thereof.

(g) The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected.

(h) The approval of any self-dealing transaction except as permitted in Section 4.17 of these Bylaws.

ARTICLE 7

MISCELLANEOUS

7.1 Endorsement of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the President or Vice President and the Secretary or the Treasurer shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such a manner as from time to time shall be determined by the corporation and unless so authorized by the corporation, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

7.2 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the general provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the

construction of these Bylaws. Words used in these Bylaws shall be read as the masculine or feminine gender and as the singular or plural, as the context requires. The captions and headings in these Bylaws are for convenience only and are not intended to limit or define the scope or effect of any provision.

7.3 Annual Report. The corporation must prepare an annual report not later than 120 days after the close of each of the corporation's fiscal years. The report must satisfy the requirements of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 8

AMENDMENTS

These Bylaws or the Articles of Incorporation may be amended or repealed by two-thirds (2/3) vote of the Board, provided notice of such proposed amendment has been given to the Board at least seventy-two (72) hours in advance of the vote.

Adopted March 26, 1991

20056464

Paul Crawford - JFG Operational Hours

From: "Japanese Friendship Garden" <Michellep@niwa.org>
To: <pcrawford@sandiego.gov>
Date: 1/26/2007 10:51 AM
Subject: JFG Operational Hours
CC: <luannel@niwa.org>

Hello Mr. Crawford,

The Garden's operational hours are as follows:

Winter (Labor Day through Memorial Day): Tuesday through Sunday 10-4pm with last admission at 3:30pm,

Summer (Memorial Day through Labor Day): Monday through Friday 10-5pm, last admission at 4:30pm,
Saturday & Sunday 10-4pm, last admission at 3:30pm

If you have any questions or concerns please feel free to contact me at your convenience 619-232-2721.

Very respectfully,
Michelle



Michelle Porras

Executive Assistant
Japanese Friendship Garden
Balboa Park Administration Building
2125 Park Blvd.
San Diego, CA 92101
619-232-2721 – office
619-232-0917 – fax
michellep@niwa.org
www.niwa.org



Japanese Friendship Garden of San Diego
Board of Directors

Officers

President – Tom Yanagihara
Vice President – Fred Miyahara
Secretary – Dennis Otsuji
Treasurer – Steve Sato
Executive Director – Luanne Kanzawa

Term

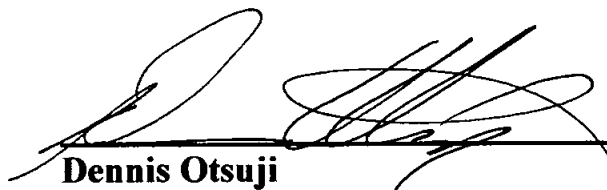
two years
one year
one year
one year

Board Members

Sandy Erbetta	two years
Roy Muraoka	two years
Marilyn Travaglini	two years
Janice Kassebaum	two years
John Harvey	three years
Randall Phillips	three years
Thelma Press	three years
Lennox Tierney	three years
Don Estes	two years

Advisory Board

Alan Foster
Ken Nakajima
JR Westfall
Maurice Kawashima



Dennis Otsuji
Secretary of the Board of Directors

JAPANESE FRIENDSHIP GARDEN
SOCIETY OF SAN DIEGO