

Premises to the total square footage of the Floor Area of all building space covered by such Landlord Carried Insurance.

16.3 Indemnification of Landlord

Tenant will, during the Term, indemnify, protect, defend and save Landlord harmless from and against any and all claims, demands, actions, damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, bodily injury, personal injury and/or damage to property arising from or connected with the conduct or management of the business conducted by Tenant on the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or from violations of or noncompliance with any governmental requirements or insurance requirements, or from any acts or omissions of Tenant or any person on the Premises by license or invitation of Tenant or occupying the Premises or any part thereof under Tenant, whether such injury occurs in, on or about the Premises or the Common Area. In case Landlord shall be made a party to any litigation commenced by or against Tenant, Tenant shall accept any tender of defense by Landlord and shall, notwithstanding any allegations of negligence or willful misconduct on the part of Landlord, its agents or employees, defend Landlord and protect and hold Landlord harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation; provided, however, Tenant shall not be liable for any such injury or damage to the extent and in the proportion such injury or damage is ultimately determined to be attributable to the sole, active negligence or misconduct of Landlord, its agents or employees, unless covered by insurance required to be carried by Tenant. Landlord may, at its option, require Tenant to assume Landlord's defense in any action covered by this section through counsel satisfactory to Landlord.

16.4 Waiver of Subrogation

Provided that their respective policies of insurance are not invalidated thereby, each party hereby waives (a) its rights of recovery against the other party, its successors, assigns, directors, agents and representatives in connection with any loss or damage caused to the insured's property and covered by any property insurance policies of the insured, and (b) on behalf of its carriers, any right of subrogation it may have against the other. Each party shall notify its carrier of the waiver contained herein and shall obtain, if required by their respective insurers, any special endorsements required by such insurers to evidence compliance with the foregoing waiver.

16.5 Waiver of Loss and Damage

Except to the extent such matter is not covered by the insurance required to be maintained by Tenant under this Lease and such matter is attributable to the gross negligence or willful misconduct of Landlord, Landlord shall not be liable to Tenant, Tenant's employees, agents or invitees for: (i) any damage to property of Tenant, or of others, located in, on or about the Premises, nor for (ii) the loss of or damage to any property of Tenant or of others by theft or otherwise, (iii) any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or leaks from any part of the Premises or from the pipes, appliance of plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause of whatsoever nature, or (iv) any such damage caused by other tenants or persons in the Premises, occupants of adjacent property of the Shopping Center, or the public, or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the gross negligence or willful misconduct of Landlord.

16.6 Notice by Tenant

Tenant shall give immediate notice to Landlord in case of fire or accidents in the Premises or in the Building or of any damage or defects in the Premises, the Building or any fixtures or equipment therein.

16.7 Restrictions on Uses

Tenant shall not use, or permit the Premises, or any part thereof, to be used for any purpose or purposes which will increase the existing rate of insurance upon the building or the Shopping Center (once said rate is established), or cause a cancellation of any insurance policy covering the Shopping Center or any part thereof, nor shall Tenant sell or permit to be kept, used or sold in or about the Premises any article which may be prohibited by a standard form of fire insurance policies. Tenant shall, at its sole cost, comply with any and all requirements, pertaining to the use of the Premises, of any insurance organization or company necessary for the maintenance of reasonable fire and public liability insurance covering the building and appurtenances. In the event Tenant's use of the Premises results in a rate increase for the building of which the Premises are a part, Tenant shall pay annually on the anniversary date of this Lease, as additional rent, a sum equal to that of the additional premium occasioned by said rate increase.

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**ARTICLE XVII -- OFFSET STATEMENT, ATTORNMENT,
SUBORDINATION, MORTGAGEE PROTECTION CLAUSE**

17.1 Offset Statement

Within ten (10) days after Landlord's written request, in connection with any sale, assignment, hypothecation or other transfer of Landlord's interest in this Lease, the Premises, the Building or the Shopping Center, Tenant agrees to deliver in recordable form a certificate or tenant estoppel letter to any proposed mortgagee, purchaser, or other transferee, or to Landlord, certifying to the extent true that this Lease is in full force and effect, that to Tenant's knowledge there does not exist nor has there existed during the period of Tenant's tenancy any toxic materials or hazardous waste in, on or about the Premises, that no more than one month's rent has been paid in advance, that a true and correct copy of the Lease and all amendments thereto are attached to the certificate or tenant estoppel letter, and that there are no defenses or offsets thereto, or stating those claimed by Tenant, and such other items as may be reasonably requested. Failure by Tenant to execute said offset statement shall be considered a material default by Tenant under this Lease. Further, if Tenant fails to deliver such certificate or tenant estoppel letter within such ten (10) day period, Tenant hereby irrevocably appoints Landlord as Tenant's attorney-in-fact for the purpose of completing, executing and delivering the same on behalf of Tenant.

17.2 Attornment and Nondisturbance

In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage, deed of trust or other encumbrance made by Landlord covering the Premises, Tenant shall attorn to the purchaser or mortgagee upon any such foreclosure sale or transfer in lieu of foreclosure sale and recognize such purchaser or mortgagee as the Landlord under this Lease, provided that any such purchaser or mortgagee shall recognize this Lease as remaining in full force and effect so long as Tenant is not in default hereunder.

17.3 Subordination

Subject to the nondisturbance and attornment provisions of Section 17.2 above, Tenant agrees that this Lease, at Landlord's option, shall be subject and subordinate to the lien of any mortgages or trust deeds or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Premises are a part or upon any buildings hereafter placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required unless requested by Landlord. Tenant covenants and agrees that it will execute such additional subordination agreements from time to time within twenty (20) days following written request therefor by Landlord. However, if Landlord so elects, this Lease shall be deemed senior in priority to any mortgage, deed of trust or other encumbrance upon or including the Premises, regardless of date of recording and Tenant will execute a statement in writing to such effect at Landlord's request. Tenant's failure to timely execute and return any required agreement under this Section shall constitute a material default under this Lease. Further, if Tenant fails to deliver any required agreement under this Section within such twenty (20) day period, Tenant irrevocably appoints Landlord as Tenant's attorney-in-fact for the purpose of executing and delivering the same on behalf of Tenant.

17.4 Mortgagee Protection Clause

Tenant agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of notice of assignment of lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Tenant further agrees that if Landlord shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days within which to cure such default, or if such default cannot be cured within that time, then such additional time as may be necessary, provided such mortgagees and/or trust deed holders commence such cure within thirty (30) days and diligently pursue the remedies necessary to cure such default (including, but not limited to, commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease shall not be terminated while such remedies are being so diligently pursued. Tenant shall not unreasonably withhold its consent to changes or amendments to this Lease requested by the holder of any mortgage or deed of trust covering Landlord's interest in the Premises so long as such changes do not materially alter the economic terms of this Lease or otherwise materially diminish the rights or materially increase the obligations of Tenant hereunder.

ARTICLE XVIII -- ASSIGNMENT AND SUBLETTING

18.1 Assignment and Subletting

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold. Without in any way

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limiting Landlord's right to reasonably refuse to give consent, Landlord may withhold its consent to any requested assignment or subletting if in Landlord's reasonable business judgment:

- (a) The quality of the merchandising operation of the proposed assignee or subtenant is not equal to that of the Tenant;
- (b) The financial strength of the proposed assignee or subtenant, both in terms of net worth and in terms of reasonably anticipated cash flow over the Lease Term, is materially less than Tenant's financial strength at the time this Lease was signed or at the time of such assignment or sublease, whichever is greater, or is insufficient, based on generally accepted industry standards, to capitalize the business to be conducted in the Premises;
- (c) The proposed assignee or subtenant does not, in Landlord's reasonable judgment, have sufficient business experience (including substantial experience in comparable retail centers) to successfully operate a retail establishment in the Premises in the manner contemplated in this Lease;
- (d) The business of the proposed assignee or subtenant is substantially similar to the business of another tenant currently leasing a portion of the Shopping Center, conflicts with the permitted uses set forth in this Lease, or would violate the exclusive use rights of another tenant of the Shopping Center (or a prospective tenant of the Shopping Center with which Landlord is then negotiating);
- (e) The business of the proposed assignee or subtenant is not, in Landlord's reasonable judgment, a business that is likely to attract patrons to the Shopping Center, based on the demographics and clientele of the Shopping Center, or the business or reputation of the proposed assignee or subtenant is inconsistent with the image of the Shopping Center;
- (f) The proposed assignee or subtenant would, in Landlord's reasonable judgment, be unlikely to generate revenues in sufficient amounts to sustain the level of percentage rent obligations then being incurred by Tenant;
- (g) The proposed assignee or subtenant intends to make substantial alterations to the Premises which would result in a period of non-operation in excess of six (6) months; or
- (h) The proposed assignee or subtenant is currently a tenant of the Shopping Center. Any proposed assignee or subtenant which Landlord does not disapprove shall be deemed a "Permitted Business."

The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for obtaining Landlord's consent to any subsequent assignment or subletting. This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law. If this Lease is assigned by Tenant, or if the Premises or any part thereof is sublet or occupied by any person or entity other than Tenant, Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver on the part of Landlord, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained unless expressly made in writing by Landlord. Irrespective of any assignment or sublease, Tenant shall remain fully liable under this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. Any assignment or sublease made by Tenant without Landlord's written consent shall be voidable at Landlord's election. If Tenant assigns this Lease or sublets the Premises or any portion thereof as permitted herein or as consented to by Landlord, any rent or additional rent paid to Tenant by such assignee or subtenant which exceeds the rent payable by Tenant to Landlord as set forth in this Lease (which total rent shall be reasonably allocated by Landlord in the event that less than all of the Premises is assigned or sublet) shall be paid by Tenant to Landlord as additional rent. If Tenant is a corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation of any stock or interest in such corporation, association or partnership in the aggregate in excess of forty-nine percent (49%) shall be deemed an assignment within the meaning and provisions of this Section 18.1.

Tenant shall pay Landlord a non-refundable processing fee of \$500.00 for each requested assignment or sublease to cover Landlord's costs. This fee shall accompany any request for assignment or sublease. In addition, Tenant shall pay all costs reasonably incurred by Landlord in connection with reviewing a request to consent to an assignment or sublease, including Landlord's reasonable attorneys' and accountants' fees.

18.2 Tenant's Request

If Tenant desires to make an assignment or sublease, Tenant shall submit a written request therefor to Landlord which shall state (a) the name of the proposed assignee or subtenant, (b) the nature of the assignee's or subtenant's business to be carried on in the Premises, and (c) the terms and conditions of the proposed assignment or sublease. Tenant shall provide such financial information regarding the proposed assignee or sublessee as Landlord may request. Any assignment or sublease, if approved by Landlord, shall be pursuant to a written document approved by Landlord, and Landlord shall receive an original or copy of such fully executed document.

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18.3 Recapture

If Tenant proposes to assign this Lease or sublease the Premises to a party which is not or which does not propose to operate a Permitted Business or is not qualified to do so, Landlord may, at its option, exercisable upon written notice to Tenant within thirty (30) days after Landlord's receipt of the notice from Tenant set forth in Section 18.2 above, elect to recapture the Premises and terminate this Lease. If Tenant proposes to sublease all or part of the Premises to a party which is not a Permitted Business, Landlord may, at its option, exercisable upon written notice to Tenant within thirty (30) days after Landlord's receipt of the notice from Tenant set forth in Section 18.2 above, elect to recapture such portion of the Premises as Tenant proposes to sublease and, upon such election by Landlord, this Lease shall terminate as to the portion of the Premises recaptured. In the event a portion only of the Premises is recaptured, the rental payable under this Lease shall be proportionately reduced. If Tenant shall, however, elect to rescind its notice of assignment or sublease, pursuant to written demand to Landlord given within fifteen (15) days after Tenant's receipt of Landlord's notice of recapture, then Landlord shall not have the said right of recapture with respect to the notice so rescinded.

18.4 Other Prohibited Transfers

Tenant shall not grant any concession or right of use or occupancy to all or any part of the Premises (other than an assignment or sublease which shall be governed by Section 18.1), nor shall Tenant encumber, hypothecate, or assign this Lease as security for an obligation or indebtedness, or grant any other form of security interest in this Lease, without Landlord's prior written consent which may be withheld in Landlord's sole, absolute and arbitrary discretion. Any such concession, right or security interest made by Tenant without Landlord's written consent shall be null and void. If Tenant shall select or appoint some person or entity other than Tenant to manage and control the business conducted in the Premises, and the result thereof shall be substantially similar to the result of a sublease or assignment, then such selection or appointment shall be deemed an assignment within the meaning and provisions of this Article.

18.5 Sale of Premises

In the event Landlord shall sell, convey, transfer or exchange the Premises, the Shopping Center or the Building. Tenant agrees to recognize and attorn to the purchaser, or transferee, as the Landlord hereunder and Landlord shall be and is hereby relieved and released from any liability under any and all of its covenants and obligations under the Lease arising out of any act, occurrence or event which occurs after such sale, conveyance, transfer or exchange.

ARTICLE XIX -- ADVERTISING AND PROMOTION FUND

19.1 Advertising and Promotion Fund

Landlord may, from time to time, establish an advertising and promotion service designed to furnish and maintain professional advertising and sales promotions for the benefit of all tenants in the Shopping Center. In conjunction therewith, Landlord will establish a separate fund to be known as the Promotion Fund, the proceeds of which are to be expended solely for advertising, promotion, public relations designed to promote the Shopping Center and administrative expenses, at such times and in such manner as shall be determined by Landlord.

Tenant hereby agrees to pay monthly as additional rent into the Promotion Fund for said advertising and promotion service the amount described in Section 1.12. The amount of Tenant's payment into the Promotion Fund shall be increased each January during the Term by an amount equal to the annual increase in the Index, for each year of the Term using the November preceding the first January to occur within the Term as the Base Month and each succeeding November as the Comparison Month, but in no event, shall the annual increase be less than four percent (4%) of the prior year's payment into the Promotion Fund by the Tenant.

Should Landlord elect to have a "Grand Opening" promotion, in addition to the above, Tenant agrees to pay to Landlord, within thirty (30) days of Landlord's billing, as its pre-opening contribution, the sum set forth in Section 1.11 herein which is equal to Tenant's pro rata share, based on the square footage of the Floor Area of the Premises to the total square footage of the leasable Floor Area within the Shopping Center, of Landlord's budget for funds to be expended for promotion and advertising of the Shopping Center.

Any balance remaining in the Promotion Fund at the end of any calendar year shall be carried forward to the next calendar year to be used as provided herein.

An Advertising and Promotion Service Committee composed of a representative of Landlord, a representative of each major tenant in the Shopping Center, as determined by Landlord, and two (2) representatives in total for all other tenants in the Shopping Center will be formed to review all of the activities sponsored by the service.

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19.2 Advertising of Tenant

In addition to Tenant's pre-opening contribution and annual contribution to the Promotion Fund, from and after the Commencement Date, Tenant shall expend each calendar year for advertising a sum not less than two percent (2%) of its Gross Sales for the calendar year. Tenant shall designate the location of the Premises by reference to the Shopping Center by name in its advertising. The advertising shall be in newspapers, tabloids, direct mailings or other media covering the trade area served by the Shopping Center. Further, the advertising shall include annual participation in at least one (1) tabloid for direct mailing sponsored by the Association or Service. Tenant shall furnish to Landlord with its annual report of Gross Sales, and at any time upon request by Landlord, a certified statement showing the amounts expended for advertising. If Tenant fails to so advertise, Tenant shall pay to Landlord, upon demand, the difference between (a) the amount actually expended by Tenant for advertising during the preceding calendar year, and (b) the amount which Tenant was required to expend for advertising during the applicable calendar year, as required pursuant to this Section 19.2.

ARTICLE XX -- DESTRUCTION

20.1 Total or Partial Destruction of Premises

If the Premises shall be damaged by fire, the elements or other casualty insured against under the provisions of Section 16.2 but are not thereby rendered untenantable in whole or in part, Landlord shall, at its own expense, cause such damage to be repaired as soon as reasonably practical, and any rent or other charges payable hereunder shall not be abated. Tenant shall be responsible for the concurrent prompt repair and restoration of its furniture, fixtures and equipment in the Premises damaged by such event. If by reason of any damage or casualty, the Premises shall be rendered untenantable only in part, the damage shall be repaired as described above, and the Minimum Rent shall be abated proportionately based on the portion of the Premises rendered untenantable. If the Premises shall be rendered wholly untenantable by reason of such occurrence, the damage shall be repaired as described above, and the Minimum Rent shall be abated only to the extent of proceeds received by Landlord from rental loss insurance carried by Landlord, if any, for which the premiums have been paid by Tenant pursuant to Section 12.4 herein, except that Landlord shall have the right, to be exercised by written notice delivered to Tenant within sixty (60) days from and after said occurrence, to elect not to reconstruct the Premises, and in such event this Lease and the tenancy hereby created shall cease as of the date of said damage, the rent to be adjusted as of such date. In the event the Premises are damaged as a result of casualty not covered by insurance required to be maintained hereunder, or are damaged during the last twelve (12) months of the Term, Landlord, within sixty (60) days following the date of such damage may commence such repair or reconstruction work or may elect to terminate this Lease on the expiration of sixty (60) days following delivery of written notice to Tenant of Landlord's election not to repair or restore such damage.

20.2 Partial Destruction of Shopping Center

In the event that fifty percent (50%) or more of the leasable area of the Shopping Center shall be damaged or destroyed by fire or other cause, notwithstanding that the Premises may be unaffected by such fire or other cause, Landlord shall have the right to be exercised by written notice delivered to Tenant within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease. Upon the giving of such notice to Tenant, the Term shall expire by lapse of time upon the 3rd day after such notice is given, and Tenant shall vacate the Premises and surrender the same to Landlord in the condition required pursuant to Article XV.

20.3 Proceeds

All proceeds from the insurance required to be kept under Section 16.2 shall be delivered to and constitute the property of Landlord and the proceeds of all property insurance covering Tenant's leasehold improvements which would constitute the property of Landlord upon termination of the Lease shall also be paid to Landlord. Unless Landlord elects to terminate this Lease in accordance with Section 20.1 or 20.2 above, Landlord shall apply its insurance proceeds toward reconstruction of the Premises. Tenant shall be entitled to retain the proceeds of its insurance carried pursuant to Section 16.1 covering its trade fixtures, merchandise, signs and other personal property which it would be entitled to remove upon the expiration of the Lease.

20.4 Waiver of Termination

Tenant hereby waives any statutory rights which it may have to terminate the Lease in the event of the partial or total destruction of the Premises, Building or Shopping Center, including, without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, it being agreed that the provisions of this Article XX shall control in the event of any damage or destruction.

ARTICLE XXI -- EMINENT DOMAIN

21.1 Total Condemnation of Premises

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If the whole of the Premises shall be acquired for any public or quasi-public use or purpose or taken by eminent domain, then the Term shall cease and terminate as of the date possession of title is given to such condemning authority in such proceeding and all rentals shall be paid up to that date.

21.2 Total Condemnation of Parking Area

If the entire portion of the Common Area used for parking in the Shopping Center ("Parking Area") shall be acquired for any public or quasi-public use or purpose or taken by eminent domain, the Term shall cease and terminate as of the date possession or title is given to such condemning authority in such proceeding unless Landlord shall provide other parking facilities substantially equal to the previously existing ratio between the Parking Area and the Premises within ninety (90) days from the date of such taking. In the event that Landlord shall provide such other parking facilities, this Lease shall continue in full force and effect without abatement of rent or other charges.

21.3 Partial Condemnation of Premises

If any part of the Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the operation of Tenant's business, this Lease shall cease and terminate as of the date possession or title is given to such condemning authority in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Premises unsuitable for the operation of Tenant's business, Landlord shall promptly restore the Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect and the Minimum Rent shall be equitable reduced based on the percentage of Floor Area of the Premises lost in the taking.

21.4 Partial Condemnation of Parking Area

If any part of the Parking Area shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose and if, as the result of such partial taking the ratio of square feet of Parking Area to square feet of the sales Floor Area of the entire Shopping Center is reduced to a ratio below 2 to 1, this Lease shall cease and terminate from the date possession or title is given to such condemning authority in such proceeding, unless the Landlord shall provide reasonable evidence of its ability to increase the parking ratio to a ratio equal to or in excess of 2 to 1 or Landlord can provide substitute parking either in or outside the Shopping Center, in which event this Lease shall be unaffected and remain in full force and effect as between the parties.

21.5 Allocation of Award

Except as provided below, in the event of any condemnation or taking as herein provided, whether whole or partial, Tenant shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Landlord is to receive the full amount of such award. Tenant expressly waives any right or claim to any part thereof, including the right or claim for the value of the unexpired portion of the Term or diminution in value of Tenant's leasehold interest, or for the value of any option to extend the Term or renew this Lease. Tenant shall, however, have the right, provided such award shall not diminish Landlord's award, to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any costs or loss to which Tenant might incur in removing Tenant's merchandise, furniture, fixtures and equipment from the Premises. Tenant hereby waives any rights it might otherwise have pursuant to Section 1265.130 of the California Code of Civil Procedure to terminate this Lease as a result of any condemnation action or proceeding in lieu thereof.

ARTICLE XXII -- DEFAULT

22.1 Notice and Remedies

In the event of Tenant's failure to pay rent or to perform any of Tenant's other obligations under this Lease, or any part thereof, when due or called for hereunder, Tenant shall have a period of three (3) days after service of written notice by Landlord specifying the nature of Tenant's default within which to cure such defaults, provided that if the nature of a non-monetary default is such that it cannot be fully cured within said three (3) day period, Tenant shall have such additional time as may be reasonably necessary to cure such default not to exceed thirty (30) days so long as Tenant commences such cure promptly after service of Landlord's notice and proceeds diligently at all times to complete such cure. Tenant agrees that a notice served in accordance with the provisions of this Section 22.1 shall be in lieu of, and not in addition to any notice required under applicable law including, without limitation, the provisions of California Code of Civil Procedure Section 1161 (or its successor). If Tenant fails to comply with the foregoing provisions, Tenant shall be deemed to be in material breach of this Lease, and Landlord with or without further notice or demand may either:

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(a) Terminate Tenant's right to possession of the Premises because of such breach, and upon termination, recover from Tenant as damages (i) the worth at the time of award of any unpaid rent which had been earned at the time of termination, plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been due and payable after termination until the time of award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided, plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of award exceeds the amount of such rent loss that Tenant proves could be reasonably avoided, plus (iv) any other amounts necessary to compensate Landlord for all of the detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result therefrom, including, without limitation, any costs or expenses incurred by Landlord (A) in retaking possession of the Premises, (B) in maintaining, repairing, preserving, restoring, replacing, cleaning, altering or rehabilitating the Premises or any portion thereof, including such acts for reletting to a new tenant or tenants, (C) for leasing commissions, or (D) for any other costs necessary or appropriate to relet the Premises, plus (v) at Landlord's election, such other amounts and remedies in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of California including, without limitation, the remedies provided by California Civil Code Section 1951.2, as amended or as superseded by any successor statute. The "worth at the time of award" of the amounts referred to in subsections 22.1(a) (i) and (ii) above shall be computed by allowing interest at the maximum rate permitted by law. The "worth at the time of award" of the amount referred to in subsection 22.1(a) (iii) shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%. Tenant hereby waives redemption or relief from forfeiture under California Code of Civil Procedure Sections 1174 and 1179 or under any other present or future law, in the event Tenant is evicted or Landlord takes possession of the Premises by reason of any default of Tenant hereunder. No act by Landlord other than giving written notice thereof to Tenant shall terminate this Lease. Any act of maintenance or efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession; or

(b) Not terminate Tenant's right to possession because of such breach, but continue this Lease in full force and effect; and in that event (1) Landlord may enforce all rights and remedies under this Lease and under the provisions of Section 1951.4 of the California Civil Code, as amended or as superseded by any successor statute, including the right to recover the rent and all other charges due hereunder as such rent and other charges become due hereunder, and (2) Tenant may assign its interest in this Lease with Landlord's prior written consent, which shall not be unreasonably withheld, as provided in Section 18.1 herein.

(c) With or without terminating this Lease, re-enter the Premises and remove all persons and property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. No re-entry or taking possession of the Premises by Landlord pursuant to this paragraph shall be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant.

22.2 Default by Landlord

Landlord shall be deemed to be in default under this Lease only if Landlord fails to perform any of the covenants or conditions required on its part to be performed pursuant to this Lease, and such failure continues for a period of thirty (30) days after receipt of written notice specifying the nature and extent of such default in detail; provided, however, that if such default is of a nature that it cannot reasonably be cured within such thirty (30) day period, Landlord shall have such additional time as may be required to effect such cure provided Landlord commences the cure within such thirty (30) day period, in no event shall Tenant have the right to terminate this Lease as a result of Landlord's default and Tenant's remedies shall be limited to damages and/or an injunction.

22.3 Limitation on Tenant's Recourse

Tenant's sole recourse under this Lease against Landlord is to the interest of Landlord in and to the Premises and any portion of the Shopping Center owned by Landlord. Tenant shall have no right to satisfy any judgment which it may have against Landlord from any other assets of Landlord or from any other assets of any partner, venturer or shareholder of Landlord. The provisions of this Section are not intended to limit the Tenant's right to seek injunctive relief or specific performance, or Tenant's right to claim the proceeds of insurance (if any) specifically maintained by Landlord for Tenant's benefit. The foregoing limitations shall also apply to any successor to Landlord's interest in the Premises.

22.4 Insolvency

The occurrence of any of the following shall constitute a material, incurable breach which shall entitle Landlord to the remedies provided in Section 22.1 (the cure periods provided below shall be in lieu of, and not in addition to, any cure periods provided in Section 22.1):

(a) This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Tenant, or are taken upon or subjected to any attachment

by any creditor of Tenant or claimant against Tenant, and such attachment is not discharged within thirty (30) days

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

after its levy;

(b) Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors; or

(c) Involuntary proceedings under any such bankruptcy laws or insolvency act or for the dissolution of Tenant are instituted against Tenant, or a receiver or trustee is appointed for all or substantially all of Tenant's property, and such proceedings are not dismissed or such receivership or trusteeship is not vacated within sixty (60) days after such institution or appointment.

22.5 Security Interest

Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises including, but not limited to, all fixtures, machinery, equipment, furnishings and other articles of personal property, and all proceeds of the sale or other disposition of such property (collectively, the "Collateral") to secure the payment of all rent to be paid by Tenant pursuant to this Lease. Such lien and security interest shall be in addition to any landlord's lien provided by law. This Lease shall constitute a security agreement under the Commercial Code of the state so that Landlord shall have and may enforce a security interest in the Collateral. Tenant agrees to execute as debtor and deliver such financing statement or statements and any further documents as Landlord may now or hereafter reasonably request to protect such security interest pursuant to such code. Landlord may also at any time file a copy of this Lease as a financing statement. Landlord, as secured party, shall be entitled to all rights and remedies afforded as secured party under such code, which rights and remedies shall be in addition to Landlord's liens and rights provided by law or by the other terms and provisions of this Lease. At Landlord's sole discretion, Landlord may agree to subordinate its lien and security interest to the rights of any bona fide third party lender to which Tenant desires to grant a security interest in the Collateral, in which event Landlord will execute such instruments as are acceptable to Landlord to evidence such subordination.

ARTICLE XXIII -- HOLDING OVER, SUCCESSORS

23.1 Holding Over

Any holding over after the expiration of the Term, with the consent of the Landlord, express or implied, shall, in the absence of a written agreement providing otherwise, be construed to be a tenancy from month to month at a Minimum Rent equal to 150% of the Minimum Rent in effect upon the expiration of the Term and shall otherwise be on the terms and conditions of this Lease.

23.2 Successors

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors, and assigns of said parties; and if there shall be more than one party comprising Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment of such assignee has been approved by Landlord in writing as provided in Section 18.1 hereof.

ARTICLE XXIV -- QUIET ENJOYMENT

24.1 Landlord's Covenant

Upon timely payment by the Tenant of the rents herein provided, and upon the observance and performance of all of the covenants, terms and conditions on Tenant's part to be observed and performed hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without unreasonable hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

24.2 Relocation

(a) Landlord may, at any time during the Term, by delivering written notice to Tenant, elect to relocate Tenant to other premises within the Shopping Center ("Substitute Premises") so long as the Substitute Premises contains approximately the same Floor Area as the Premises. Landlord's notice shall be accompanied by a space plan of the Substitute Premises. Tenant shall vacate and surrender the Premises to Landlord and shall occupy the Substitute Premises and open for business therein within five (5) days after Landlord has substantially completed the work to be performed by Landlord in the Substitute Premises pursuant to Section 24.2(b) below. Minimum Rent, Common Area Expenses, Additional Rent and other charges shall be payable by Tenant at the same rate per square foot of Floor Area as payable by Tenant with respect to the Premises. From and after the relocation by Tenant to Substitute Premises, the Substitute Premises shall be deemed to be the Premises for the purposes of this Lease.

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

(b) If Landlord shall elect to relocate Tenant to Substitute Premises, Tenant shall not be entitled to any compensation for any inconvenience for interference with Tenant's business nor any abatement or reduction of Minimum Rent, Percentage Rental, Common Area Expenses or Additional Rent, but Landlord shall, at Landlord's sole cost and expense, perform the following:

(i) Furnish and install in the Substitute Premises, fixtures, equipment, improvements, appurtenances and leasehold improvements at least equal in kind and quality to those contained in the Premises at the time of Landlord's election;

(ii) Provide personnel to perform the moving of Tenant's personal property, equipment and trade fixtures from the Premises to the Substitute Premises;

(iii) Reimburse Tenant for Tenant's actual and reasonable out-of-pocket costs incurred in connection with the relocation of any telephone or other communications equipment from the Premises to the Substitute Premises; and

(iv) Reimburse Tenant for any other actual and reasonable out-of-pocket cost incurred by Tenant in connection with Tenant's move from the Premises to the Substitute Premises, provided such costs are approved by Landlord in advance, which approval shall not be unreasonably withheld.

(c) Tenant shall cooperate with Landlord so as to facilitate performance by Landlord of its obligations under Section 24.2(b). Without limiting the generality of the foregoing, Tenant shall provide Landlord promptly with any approvals or instructions and perform promptly in the Substitute Premises any work to be performed therein by Tenant to prepare the Substitute Premises for occupancy and opening for business.

ARTICLE XXV -- MISCELLANEOUS

25.1 Index

Wherever in this Lease there is a reference to the Index, such reference shall refer to the following:

(a) The "Index" as used in this Lease shall be deemed to mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index-Los Angeles-Anaheim-Riverside-All Urban Consumers-All Items-Base 1982-1984=100. If at any time the Index does not exist in the format recited herein, Landlord shall substitute any official index published by the Bureau of Labor Statistics or successor thereto or similar governmental agency, as may then be in existence and shall, in Landlord's opinion, be most nearly equivalent thereto.

(b) The sum to be increased in accordance with the provisions of the Index shall be increased using the following formula: Such sum shall be increased by a percentage equal to the percentage increase, if any, in the Index published for the Comparison Month over the Index published for the Base Month; provided, however, in no event shall said sum be less than that which was due immediately preceding the date of adjustment.

25.2 Waiver

The waiver by either party of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any other term, covenant or condition of this Lease or of any subsequent breach of the same term, covenant or condition. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by either party, unless such waiver is in writing by the waiving party.

25.3 Accord and Satisfaction

No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated shall be deemed to be other than a partial payment of the rent herein stipulated, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

25.4 Entire Agreement

This Lease and the Exhibits, and Addenda, if any, attached hereto and forming a part hereof, set forth all the

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

representations, covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no representations, covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by both parties.

25.5 No Partnership

Landlord does not in any way or for any purpose become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant by reason of this Lease. The provisions of this Lease relating to the Percentage Rent payable hereunder are included solely for the purpose of providing a method whereby rent is to be measured and ascertained.

25.6 Force Majeure

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, governmental moratorium, riots, insurrection, war or other reason of a like nature not the fault of the party delaying in performing work or doing acts required under the terms of this Lease (but excluding delays due to financial inability) (herein collectively, "Force Majeure Delays"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section 26.6 shall not apply to nor operate to excuse Tenant from the payment of Minimum Rent, Percentage Rent, additional rent or any other payments strictly in accordance with the terms of this Lease.

25.7 Notices

All notices hereunder must be served personally or by certified or registered mail as aforesaid, postage prepaid, addressed to Tenant at the address specified in Section 1.16 and to Landlord at the address specified in Section 1.17, or at such other address as Landlord or Tenant may designate by written notice pursuant to this Section, except that notice to Tenant at the Premises shall in all events be proper notice. Any notice given by mail as aforesaid shall be deemed given 48 hours after deposit in the mails.

25.8 Captions and Section Numbers

The captions, section numbers and article numbers in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

25.9 Tenant Defined, Use of Pronoun

The word "Tenant" means jointly and severally each and every person or party mentioned as a tenant herein; and if there shall be more than one Tenant or more than one party comprising Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual or entity or a group of two or more individuals or entities. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

25.10 Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

25.11 No Option

The submission of this Lease for examination does not constitute a reservation of or option for the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Landlord to Tenant.

25.12 Recording

Tenant shall not record this Lease or a memorandum thereof without the written consent of Landlord.

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

25.13 Legal Expenses

If either Landlord or Tenant should bring suit against the other with respect to this Lease, then all costs and expenses, including without limitation, actual professional fees and costs such as appraisers', accountants' and attorneys' fees and costs, incurred by the party which prevails in such action, whether by final judgment or out of court settlement, shall be paid by the other party, which obligation on the part of the other party shall be deemed to have accrued on the date of the commencement of such action and shall be enforceable whether or not the action is prosecuted to judgment. As used herein, attorneys' fees and costs shall include, without limitation, attorneys' fees, costs and expenses incurred in connection with any (i) postjudgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examination; (iv) discovery; and (v) bankruptcy litigation.

25.14 Rights Cumulative

The rights and remedies of Landlord specified in this Lease shall be cumulative and in addition to any other rights and remedies provided by law.

25.15 Authority

If Tenant is a corporation or partnership, each individual executing this Lease on behalf of such entity represents or warrants that he or she is duly authorized to execute and deliver this Lease on behalf of such entity and that such entity shall be bound by all the terms and provisions hereof.

25.16 Time of the Essence

Time is of the essence of each and every provision of this Lease except for delivery of possession of the Premises as set forth herein.

25.17 Nondisclosure of Lease Terms

Tenant acknowledges and agrees that the terms of this Lease are confidential and constitute proprietary information of Landlord. Disclosure of the terms could adversely affect the ability of Landlord to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant agrees that it, and its partners, officers, directors, employees, agents and attorneys, shall not intentionally and voluntarily disclose the terms and conditions of this Lease to any newspaper or other publication or any other tenant or apparent prospective tenant of the Building or other portion of the Shopping Center, or real estate agent, either directly or indirectly, without the prior written consent of Landlord, provided, however, that Tenant may disclose the terms to prospective subtenants or assignees under this Lease.

25.18 Nondiscrimination

Tenant acknowledges and agrees that there shall be no discrimination against, or segregation of, any person, group of persons, or entity on the basis of race, color, creed, religion, age, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, assignment, occupancy, tenure, use, or enjoyment of the Premises, or any portion thereof.

25.19 Lease Addenda and Exhibits

This Lease contains the following Addenda and Exhibits which are attached hereto and incorporated herein by this reference:

- | | | |
|-----|-----------|---|
| (a) | Addenda: | Addendum No. 1 Use Restrictions
Addendum No. 2 Additional Lease Terms |
| (b) | Exhibits: | Exhibit A Site Plan
Exhibit B Construction Agreement
Exhibit C Sign Criteria
Exhibit D Rules and Regulations |

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:

BELLFLOWER CAPITAL, LP DBA THE LUMBERYARD COLLECTION

By: _____

Its: _____

TENANT:

By: _____
Bruce Stewart

Its: _____

TENANT:

By: _____
Judiane Shannon

Its: _____

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

ADDENDUM NO. 1
TO
SHOPPING CENTER LEASE
(Use Restrictions)

This Addendum is attached to that certain Shopping Center Lease dated **February 18, 2010** (the "Lease"), between Bellflower Capital, LP, as Landlord, and **San Dieguito Art Guild, a California Corporation, Non-Profit**, as Tenant, with respect to premises (the "Premises") in the Lumberyard shopping center in the City of Encinitas, San Diego County, California, more particularly described in the Lease. The following additional new terms or modifications to existing terms are hereby made a part of the Lease as though fully set forth therein:

1. Hazardous Materials. Tenant hereby makes the following covenants regarding hazardous materials:

(a) Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*), Resource Conservation & Recovery Act (42 U.S.C. § 6901, *et seq.*), Safe Drinking Water Act (42 U.S.C. § 300, *et seq.*), Toxic Substances Control Act (15 U.S.C. § 2601, *et seq.*), the Clean Air Act (42 U.S.C. § 7401, *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, *et seq.*), California Health & Safety Code (§ 25100 *et seq.*, § 39000 *et seq.*), California Safe Drinking Water & Toxic Enforcement Act of 1986 (California Health & Safety Code § 25249.5, *et seq.*), California Water Code (§ 13000, *et seq.*), and other comparable state laws ("Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or waste, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

(b) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for Tenant's use of the Premises, including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Premises in total conformity with all applicable Hazardous Materials Laws and prudent industry practice regarding management of such Hazardous Materials. Upon expiration or earlier termination of the Lease Term, Tenant shall cause all Hazardous Materials to be removed from the Premises and transported for use, storage or disposal in accordance with and compliance with all applicable Hazardous Materials Laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in or about the Premises or any building, nor enter into any settlement agreement, consent decree or other comprise in respect to any claims relating to any Hazardous Materials in any way connected with the Premises or any building, without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto.

(c) Tenant shall immediately notify Landlord in writing of: (i) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Tenant, the Premises or any building relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or any building, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, any building or Tenant's use thereof. Tenant shall promptly deliver to Landlord copies of hazardous waste manifests reflecting the legal and proper disposal of all Hazardous Materials removed from the Premises.

(d) Tenant shall indemnify, defend (by counsel reasonably acceptable to Landlord), protect, and hold Landlord and each of Landlord's partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees), or death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by (i) the presence in, on, under or about the Premises or any building, of any Hazardous Materials caused by or knowingly permitted by Tenant or for which Tenant may be legally liable; (ii) Tenant's use, analysis, storage, transportation, generation of Hazardous Materials to, in, on, under, about or from the Premises or any building; or (iii) Tenant's failure to comply with any Hazardous Materials Laws. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, cleanup or detoxification or decontamination of the Premises or any building, or the

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____ Tenant Initial

____ Landlord Initial

preparation and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration or earlier termination of the Lease term. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant, or by employees, agents, assignees, contractors or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant.

(e) If at anytime it reasonably appears to Landlord that Tenant is not maintaining sufficient insurance or other means of financial capacity to enable Tenant to fulfill its obligations to Landlord hereunder, whether or not then accrued, liquidated, conditional or contingent, Tenant shall procure and thereafter maintain in full force and effect such insurance or other form of financial assurance, with or from companies or persons and in forms reasonably acceptable to Landlord, as Landlord may from time to time reasonably request.

2. **Sewer Damages.** Tenant agrees not to discharge any acid or other harmful or dangerous chemicals into the sewer system, the sinks, drains and toilets, if any, of the Premises or inside the main system leading from the Premises to the main sewer line. Should Tenant discharge any acid or harmful chemicals into any such systems, Tenant shall be fully responsible for the cost and repair of such damage. Landlord reserves the right to select an expert of its choosing to inspect any damage at Tenant's cost.
3. **H.V.A.C.** Landlord shall warrant the H.V.A.C. system and units for the first 6 months of the lease term.
4. **Signage.** Tenant, at Tenants sole cost and expense, shall provide signage. All Signage must be approved by Landlord in writing, prior to installation.
5. **First Right to Negotiate/Right of First Refusal.** **Provided Tenant is not and has never been in default of the lease, Tenant shall have the first right to negotiate and a right of first refusal for Suite C-102. In the event that Suite C-102 (or any portion thereof) becomes available during Tenant's lease term, Tenant shall have the first right to negotiate a lease. In the event Landlord receives an offer to lease Suite C-102 (or any portion thereof), Tenant shall have three (3) business days within which to match said offer. Tenant understands that, as of the date of this lease, Suite C-102 is leased to Mog & Rue and they have options to extend and or renew their lease which would not constitute an event of right to negotiate or right of first refusal if Mog & Rue elects to exercise any of their rights under their lease.**
6. **Prohibited Uses.** As referred to in Section 10.1(a) of the Lease, the following uses of the Premises are specifically prohibited by leases entered into between Landlord and other tenants in the Shopping Center. The following uses are designated solely for purposes of the indemnity of Landlord by Tenant contained in Section 10.1(a), and such designation shall not in any manner limit Landlord's right to disapprove any other use of the Premises:

Operation of a business whose primary use is for hair styling; sale of sandwiches for on site or off site consumption; sale of freshly ground or whole coffee beans, espresso or espresso based coffee drinks, gourmet brand-identified brewed coffee; sale of athletic shoes; photo developing; operation of a chiropractic office and massage therapy; optical services; vitamins or nutritional supplements a business whose primary use is children's clothing or toys.

6. **Option to renew:**
Provided that Tenant shall have fulfilled completely and timely the terms and conditions of the Lease, and provided Tenant has not assigned or sublet the Premises in whole or in part, Tenant shall have the option to extend the term of the Lease for **one (1) additional five (5) year period** starting upon the end of the initial Term and ending on the date five years later (the "extension term") under the same terms and conditions as the original Lease (except for Minimum Rent as provided below). It is understood that this option is unique to Tenant and upon any assignment or subletting, with or without Landlord's consent, this option shall be rendered null and void.

The Minimum Rent payable pursuant to Section 4.1 of the Lease for the first year of the extension term shall be the greater amount of: (a) the fair market Minimum Rent for the Premises (as determined below); or (b) not less than the Minimum Rent in effect upon the expiration of the original term. After the Minimum Rent for the first year of an extension term is established, the Minimum Rent shall be increased annually by four percent (4%) commencing with the beginning of the thirteenth (13th) month of the extension term.

In order to exercise such option to extend the Term of the Lease, Tenant shall give to Landlord written notice of its election to do so no fewer than two hundred seventy (270) days and no more than three hundred sixty (360) days prior to expiration of the original Term or extension term, as applicable, and if Tenant shall fail to give such notice within said time limit, all rights and privileges as granted to Tenant to extend the term of the Lease shall thereupon be null and void. If Tenant shall exercise an option to extend

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

the Term set forth herein, then the parties shall attempt to agree upon the Minimum Rent for the initial year of the extension term in writing. If the parties are unable to agree on the Minimum Rent within sixty (60) days following Landlord's receipt of Tenant's written election to extend the Term, then the Minimum Rent shall be determined by arbitration in accordance with the provisions of this Section.

Within fifteen (15) days after the expiration of such sixty (60) day period, each party shall appoint a duly qualified real estate broker with a well known firm (e.g., CB Richard Ellis, Grubb & Ellis, Business Real Estate, Cushman & Wakefield, etc.) who has at least five (5) years experience specializing in retail leasing and sale of retail commercial properties to act as an arbitrator. Within fifteen (15) days thereafter, the two arbitrators so appointed shall appoint a third person similarly qualified to act as the third arbitrator. If the two arbitrators appointed by the parties are unable to agree on the third arbitrator, then the parties hereto (or either of them) shall diligently apply to the Presiding Judge of the Superior Court in San Diego County, California, for the appointment of such a person. Within thirty (30) days after appointment of the third arbitrator, the three arbitrators shall attempt to determine the fair market Minimum Rent for the initial year of the extension term, taking into account the terms of the Lease, the location of the Shopping Center and its major co-tenants, and the market rental value of similar space within the Shopping Center. If the arbitrators are unable to reach a unanimous agreement, the vote of two shall control and the decision of the arbitrators shall be final and binding upon the parties hereto. If no two of the arbitrators are able to reach an agreement, each of the arbitrators shall submit in writing a proposed fair market Minimum Rent. The two proposals that are closest to each other in amount shall be averaged together, and the averaged amount shall be deemed the fair market Minimum Rent and shall be final and binding upon the parties hereto. Landlord and Tenant shall each bear the entire cost of the arbitrator appointed by it, and one-half of the cost of the third arbitrator and any other costs of the arbitration.

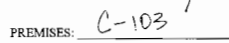
Pending determination of such adjusted rental, the Minimum Rent for the extension term shall be equal to the Minimum Rent in effect upon the expiration of the prior original Term. Upon determination of the new Minimum Rent, the previous Minimum Rent shall be retroactively adjusted and paid within thirty (30) days of such determination.

Initial _____ Initial _____

Tenant Initial
Tenant Initial

Landlord Initial

701 - 1031 SOUTH COAST HWY 101
ENCINITAS, CA 92024



____ Tenant Initial

_____ Landlord Initial:

FOR MANAGEMENT AND LEASING INFORMATION, PLEASE CONTACT
DONNA L. PHINNEY AT (858) 292-8989 AT CORNERSTONE PROPERTY MANAGEMENT
8525 GIBBS DRIVE, SUITE 200, SAN DIEGO, CA 92123

SITE PLAN
(To Be Supplied)

____ Tenant Initial
____ Tenant Initial

____ Landlord Initial

CONSTRUCTION AGREEMENT

1. Plans

Concurrently with the execution of this Lease, Landlord shall deliver a floor plan of the Premises to Tenant showing the columns and other structural work. Within fifteen (15) days from delivery of such floor plan, Tenant, at its expense shall submit to Landlord for its approval two (2) sets of fully dimensioned scale drawings, prepared by a licensed architect or building designer, which drawings shall indicate the specific requirements of Tenant's space, clearly outlining the store in such detail as Landlord may require, including types of materials and colors, interior partitions, reflected ceiling plan, roof plan, if applicable, plumbing fixtures, and electrical plans prepared by a licensed electrical engineer setting forth all electric requirements of Tenant, all in conformity with the description of Tenant's Work herein. Landlord shall have fifteen (15) days from receipt of these drawings to approve or disapprove them. If Landlord disapproves such plans, Tenant shall, within five (5) days of receipt of Landlord's notice of disapproval, revise and resubmit such plans to Landlord, correcting or altering such disapproved items.

2. Landlord's Work

Landlord shall deliver the Premises with the H.V.A.C., plumbing and electrical service in good working order.

Tenant shall otherwise accept the Premises in "as-is" condition.

Landlord shall reimburse Tenant a sum of five thousand one hundred twenty 00/100 (\$5,120.00) Dollars as a contribution to Tenants improvements, however not to be used for furniture, fixtures, equipment or products. Tenant shall provide Landlord with copies of paid invoices, cancelled checks, lien releases from contractors and suppliers if applicable.

3. Tenant's Work

A. General Requirements

1. Tenant shall submit to Landlord, by certified or registered mail, at least ten (10) days prior to the commencement of construction, the following information:

a. The names and addresses of all contractors and subcontractors Tenant intends to engage in the construction of the Premises.

b. The date on which Tenant's construction work will commence, together with the estimated date of completion of Tenant's construction work and fixturation, and the date on which Tenant expects to be ready to open for business in the Premises.

c. Evidence of such builders all risk and worker's compensation insurance as Landlord may reasonably require.

d. An itemized statement of estimated construction costs, including architectural, engineering and contractors' fees.

e. Tenant's contractors' performance and/or labor and material bonds, if so required by Landlord, or any other bond to be furnished by Tenant as may be required by Landlord to insure the faithful performance of the work in accordance with the approved plans.

2. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's contractors and other contractors on the job. All work shall be coordinated with the general project work of the Shopping Center.

3. Construction shall comply in all respects with applicable Federal, State, County and City statutes, ordinances, regulations, laws and codes. All required building and other permits in connection with the construction and completion of the Premises shall be obtained and paid for by Tenant.

4. Tenant shall apply and pay for all utility services.

5. Tenant shall cause its contractor to provide warranties for not less than one (1) year against defects in workmanship materials and equipment.

6. Tenant's Work shall be subject to the inspection of Landlord and its supervisory

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personnel.

B. Description of Tenant's Work

The work to be done by Landlord in satisfying its obligation to construct the demised Premises shall be limited to only that described in the foregoing Paragraph 2. All other items of work not therein specified shall be performed by Tenant at Tenant's expense in accordance with Tenant's final plans and specifications as approved by Landlord. Tenant's Work shall include, but shall not be limited to, the purchase and/or installation and/or performance of the following (including all architectural and engineering fees, permits and special assessments, taxes or fees relating to Tenant's work):

1. All interior partitions and curtain walls within the Premises.
2. Such extra or special work that may be required for the installation of Tenant's fixtures and furnishings.
3. Light coves and hung or furred ceilings. Any changes to the ceiling system shall be subject to Landlord's prior written approval.
4. Furring of masonry walls, columns and other construction to provide finished store space.
5. All interior painting, decorating, wall covering, paneling and any other finishing materials and applications.
6. All floor coverings and floor finishes including base and preparation of surface to receive the same.
7. All store fixtures, furnishings and accessories.
8. Hot water heater, water treatment systems and drinking fountains with plumbing thereto connected to facilities provided by Landlord, if required.
9. All water and sewer connections if required in excess of Landlord's provision including any related governmental or other fees related to said connections.
10. All required adjustments and additions to the fire sprinkler system, if any, and fire protection work required as a result of Tenant's improvements including dry chemical fire protection system if required by code, portable extinguishers per the Fire Marshall's requirement or ADT service if required by Tenant's insurance underwriters.
11. Internal communications and security/alarm systems.
12. All show window finishes including window display furring, fixturing, or special requirements.
13. Any special reinforcing, raised areas or depressions in concrete floor.
14. In addition to the HVAC equipment to be provided by Landlord as set forth above, special heating, cooling or ventilating equipment, including that required by local codes or otherwise for show windows, dressing rooms, toilet rooms and stock rooms, provided that all duct work shall be concealed or treated in a manner which receives prior approval of Landlord. Relocations, adjustments to, additions or deletions of roof platforms and roof penetrations from those provided by Landlord shall be performed by Landlord at Tenant's expense.
15. Telephone conduit, cabinets and outlets within the Premises as required by the telephone company including wiring from the terminal board. All telephone service and equipment shall be installed and thereafter maintained and used at the expense of Tenant.
16. Gas connection and distribution from point of connection designated at Landlord's drawings, if any.
17. All electrical work and equipment, including lighting, not expressly stated herein as being provided by Landlord, including separate circuits and time clocks for interior show window and/or ceiling lighting, special lighting fixtures, additional electrical or power outlets, or increased electrical service due to Tenant's use and operations.
18. Installation, wiring and connection of power to Tenant sign(s), both exterior and interior.

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All exterior signs shall be designed, constructed and located pursuant to the requirements and specifications set forth in Landlord's sign criteria attached as Exhibit "C" to the Lease.

19. Tenant to make application for all utility services and pay for water, gas and/or electrical meter including any installation or hookup fees.

20. Tenant to make application for and obtain sign and construction permits and pay any fees related thereto.

21. All other items and requirements not specifically included under Landlord's work and any work directly or indirectly referred to as Tenant's work herein.

22. The following work items, if required, shall be done by Landlord for Tenant at Tenant's expense:

a. Design and construction of any additions, deletions, relocations or changes to the roof platforms for heating and air conditioning equipment.

b. Design and construction of any additions, deletions, relocations or changes to roof penetrations for ducts, vents, plumbing and conduits.

c. Design and construction of any changes to the fire sprinkler systems, if any, to accommodate space configuration ceiling matters.

C. Landlord's Right to Perform Work

Landlord shall have the right but not the obligation to perform, on behalf of and for the account of Tenant, subject to reimbursement of the cost thereof by Tenant, any and all of the Tenant's Work which Landlord determines, in its sole discretion, is not being performed in a timely manner or which should be performed immediately and on an emergency basis for the best interest of the Shopping Center, including, without limitation, work which pertains to structural components, mechanical, sprinkler and general utility systems, roofing and removal of unduly accumulated construction material and debris.

D. Temporary Facilities During Construction

1. Tenant shall provide and pay for all temporary utility facilities, and the removal of debris, as necessary and required in connection with the construction of the Premises. Storage of Tenant's contractors' construction material, tools, equipment and debris shall be confined to the Premises and in areas which may be designated for such purposes by Landlord, in no event shall any material or debris be stored on the sidewalks or service and exit corridors.

2. During construction, Tenant shall maintain such barricades, fences or other measures as may be necessary to insure the security of the Premises and to prevent unauthorized persons from entering the Premises or any persons suffering any injury.

E. As Built Drawings

Tenant shall cause "as built drawings" to be delivered to Landlord and/or Landlord's representative no later than 30 days after the completion of the Tenant's Work. If these drawings are not received by such date, Landlord may, at its election, cause such drawings to be obtained and Tenant shall pay to Landlord, as additional rent, Landlord's cost of producing or obtaining these drawings.

F. Tenant Delays

For purposes of the Lease and this Construction Agreement, "Tenant Delays" means any delay in the completion of Tenant's Work or Landlord's Work resulting from any of the following: (a) Tenant's failure to timely perform any of its obligations pursuant to this Construction Agreement; (b) Tenant's failure or delay in preparing, submitting, revising or approving plans; (c) Tenant's request for changes to plans or work after the plans have been approved by Landlord or such Work has been initiated; or (d) any other act or failure to act by Tenant, its employees, agents, contractors or consultants.

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SIGN CRITERIA

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THE LUMBERYARD SIGN CRITERIA

The purpose of this criteria is to establish sign standards necessary to insure maximum tenant identification within an overall harmony of design for the total shopping center.

The criteria has been designed to give tenants a considerable amount of flexibility in personalizing their own store and allow for creativity in sign design. However, since deviations from the broad criteria would be inconsistent with respect to other tenants who comply, conformance with this criteria will be strictly enforced. In the interest of the center, any installed non-conforming or unapproved signs shall be brought into conformance at the expenses of the tenant. All signs will conform with municipal code standards.

Please follow these guidelines for the design, review and construction process.

A. GENERAL

The tenant shall pay for the design of all signs and their installation and maintenance. The tenant shall also be responsible for obtaining all necessary permits and approvals.

B. DESIGN

Based on each location within the center, specific types of signage have been selected and approved by the City of Encinitas. Consult Landlord for the types and location of the signage for your particular lease space. Examples of each sign type are included as part of this sign program.

C. SHOP DRAWINGS:

Dimensioned shop drawings for each type of sign must be submitted to Landlord for approval. Drawing shall include sign location, method of attachment, key identifying material and colors, material and color samples (if required).

D. PERMIT

Tenant is responsible for obtaining all sign permits from the City of Encinitas.

E. INSTALLATION

Coordinate installation with management.

Sign Types - See Attachment

SIGN TYPE A - REQUIRED SIGN

16" x 9' Tenant Identification Sign. Green background, brown border with white/cream copy. Outline colors in black, but brick red or ochre color is permitted. Logos upon Landlord approval.

Letter styles are custom, but subject to Owner's review.

SIGN TYPE B

Double faced five foot square walkway - oriented graphics constructed of sandblasted painted wood, sandblasted tile, sandblasted glass or brass.

SIGN TYPE C

Same as sign type B, but includes bracket.

EITHER SIGN TYPE B OR C IS REQUIRED

SIGN TYPE D (OPTIONAL)

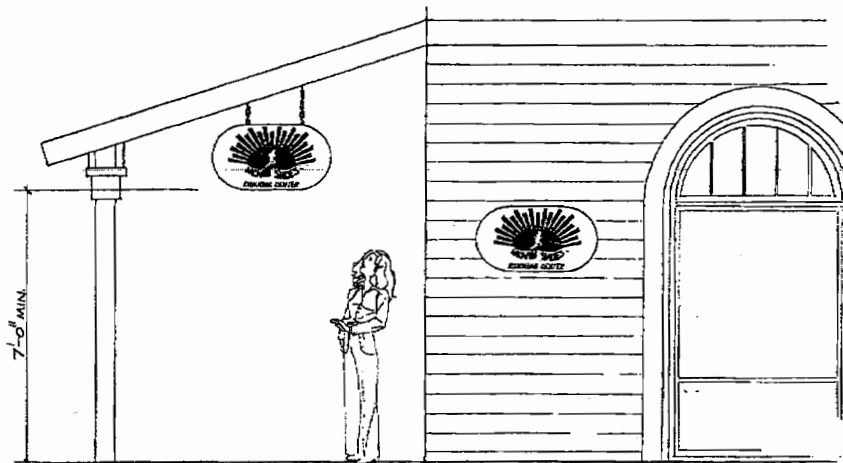
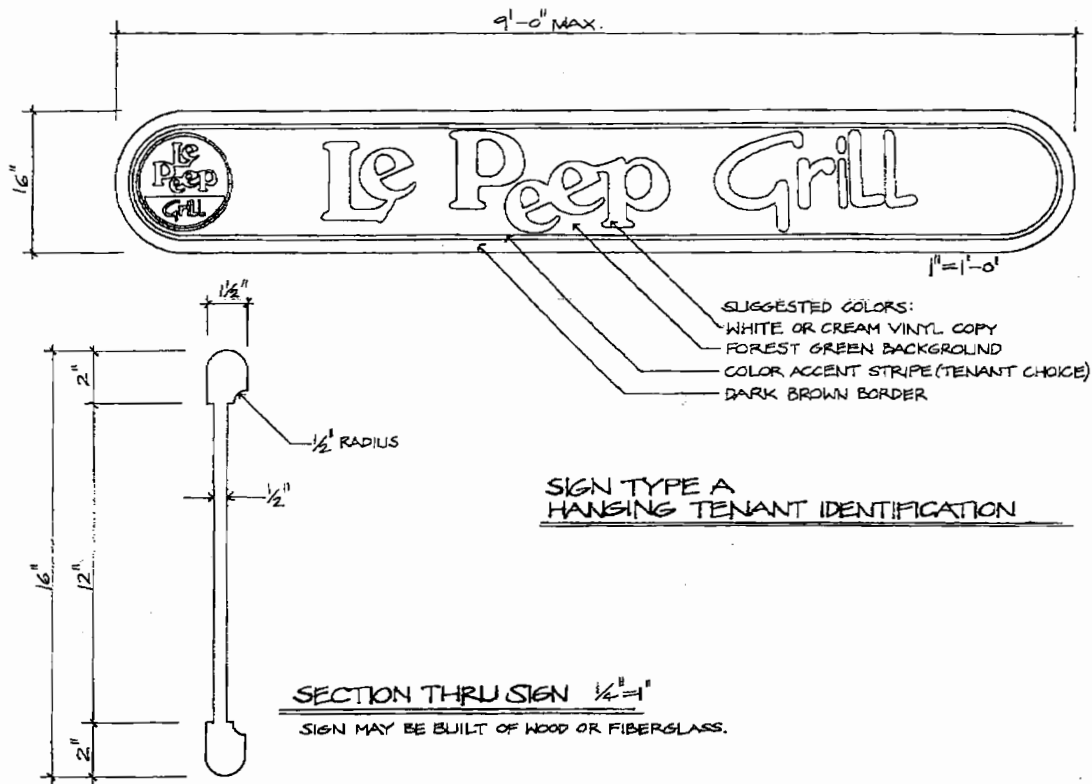
Single faced wall signs that may be fabricated from any material mentioned under Sign Type B, to be placed in predetermined locations by Tenant space based upon Owner approval.

SIGN TYPE E (OPTIONAL)

A maximum of four square feet which may be used to identify company and/or hours. High performance vinyl, drop shadow or gold leaf on glass.

Tenant shall not be allowed any signage on the light poles of the shopping center.

EXHIBIT "C"



RULES AND REGULATIONS

1. The sidewalks, entrances, passages, or stairways shall not be obstructed or used for any purpose other than ingress and egress. No tenant or the agents, employees or invitees of any tenant shall go upon the roof of the Building or on to other areas not open to the general public (unless specifically designated in the lease for such tenant's use) without the prior written consent of Landlord.
2. All garbage and refuse shall be placed by Tenant in the containers at the location prepared by Landlord for refuse collection, in the manner and at the times and places specified by Landlord. Tenant shall not burn any trash or garbage of any kind in or about the leased Premises or the Shopping Center. All cardboard boxes must be "broken down" prior to being placed in the trash container. All styrofoam chips must be bagged or otherwise contained prior to placement in the trash container so as not to constitute a nuisance. Pallets may not be disposed of in the trash bins or enclosures. It is the Tenant's responsibility to dispose of pallets by alternative means. Except when removed for immediate temporary use, or for use within a building, all trash bins shall remain within trash enclosures at all times. Enclosure doors shall remain closed when not in active use. No uncontainerized liquids shall be poured or placed into a trash bin. Should any garbage or refuse not be deposited in the manner specified by Landlord. Landlord may, after three (3) hours verbal notice to Tenant, take whatever action necessary to correct the infraction at Tenant's expense.
3. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of the Landlord. No hanging planters, television sets or other objects shall be attached to or suspended from ceilings without the prior written consent of Landlord. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord.
4. No sign, advertisement or notice shall be exhibited, painted or affixed by any tenant on any part of, or so as to be seen from the outside the Premises of the Building without the prior written consent of the Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without any liability, and may charge the expense incurred in such removal to the tenant violating this rule.
5. The wash room partitions, mirrors, wash basins and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damage resulting from any misuse of the fixtures shall be borne by the tenant who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
6. No tenant shall mark, paint, drill into, or in any way deface any part of the exterior of the Building.
7. No animals of any kind shall be brought into, or kept in or about the Premises and unless the premises shall be designed for food and beverage service, no cooking shall be done or permitted by the tenant of the Premises except that the preparation of coffee, tea, hot chocolate and similar items for the tenant and its employees and business visitors shall be permitted. No tenant shall cause or permit any unusual or objectionable odors to escape from the Premises.
8. Landlord reserves the right to exclude or expel from the Shopping Center any person who, in the judgment of Landlord is intoxicated or under the influence of liquor or drugs, or who shall in any manner do any act in violation of any of the rules and regulations of the Shopping Center.
9. No tenant shall occupy or permit any portion of his Premises to be occupied as an office for a public stenographic or typist, or for the manufacture or sale of narcotics in any form, or as a medical office, or as a barber shop, manicure shop or employment agency without the express written consent of Landlord. No tenant shall engage or pay any employees on the Premises except those actually working for such tenant of the Premises nor advertise for laborers giving an address at the Premises. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purposes.
10. No tenant shall make, or permit to be made any unseemly or disturbing noises, sounds or vibrations or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them whether by the use of any musical instrument, radio phonograph, unusual noise, or in any other way.
11. No tenant shall throw anything out of doors or onto the parking lot and common areas. The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord, and Tenant shall not place or permit any obstruction or materials in such areas. No exterior storage shall be allowed.
12. No tenant shall at any time bring or keep upon the Premises any flammable, combustible, or explosive fluid, chemical or substance. The tenant shall not do or permit anything to be done in the Premises, or bring or keep anything therein, which shall in any way increase the rate of the fire insurance on the Building or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the regulations of the Fire Department or the Fire laws, or with any insurance policy upon the Shopping Center or any part thereof, or with any rules and ordinances established by the Board of Health or other

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governmental authority.

13. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanism thereof without Landlord's written approval. Each tenant must, upon the termination of this tenancy, restore to the Landlord all keys of stores, offices, and toilet rooms, either furnished to, or otherwise procured by, such tenant, and in the event of the loss of any keys so furnished, such tenant shall pay to the Landlord the cost of replacing the same or of changing the lock or jocks opened by such lost key if Landlord shall deem it necessary to make such change.

14. Any persons employed by any tenant to do janitor work, shall, while in the Building and outside of the Premises, be subject to all rules and regulations contained herein, and the tenant shall be responsible for all acts of such persons.

15. Canvassing, soliciting and peddling in the Shopping Center are prohibited and each tenant shall cooperate to prevent the same.

16. No air conditioning unit or other similar apparatus shall be installed or used by any tenant without the written consent of Landlord. No aerial antenna shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of Landlord first being obtained. Any aerial or antenna so installed without such written consent shall be subject to removal by Landlord at any time without notice.

17. Landlord will direct electricians as to where and how telephone or telegraph wires are to be introduced. No boring or cutting for wires or stringing of wires will be allowed without written consent of Landlord. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of Landlord.

18. Landlord reserves the exclusive right to regulate and control the use of all parking ramps and areas, pedestrian walkways, plaza and other public areas forming a part of the Shopping Center. Landlord does not hereby assume any responsibility to provide security in and around these areas and tenant assumes all responsibility for the protection of the property and person of tenant, its agents and invitees from the acts of third persons.

19. Tenant shall be entitled to park in common with other tenants of Landlord. Tenant agrees not to overburden the parking facilities and agrees to cooperate with Landlord and other tenants in the use of parking facilities. Landlord reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded and, in such event, to allocate parking spaces among tenant and other tenants. There will be no assigned parking. Parking stalls shall be used solely for temporary parking purposes and shall not be used for the storage, repair or maintenance of any items, including, but not limited to, vehicles, trailers or recreational vehicles business machinery or personal or business materials. Storage shall be defined as remaining on the Premises for forty-eight (48) hours.

20. Truck wells shall be used solely for temporary and immediate loading and unloading purposes. Parking or storage of items within truck well areas is strictly prohibited. Truck well doors shall remain closed when not in active use. No use of truck wells shall be allowed which causes vehicles waiting use thereof to park or wait excessively on a public street. Truck wells shall be kept neat and free of debris at all times.

Tenant agrees to comply with all such rules and regulations upon notice from Landlord. Should Tenant not abide by these Rules and Regulations, Landlord may serve a three (3) day notice to correct deficiencies. If Tenant has not corrected deficiencies by the end of the notice period, Tenant will be in default of the Lease.

Landlord reserves the right to amend or supplement the foregoing rules and regulations and to adopt and promulgate additional rules and regulations applicable to the Shopping Center or any portion thereof. Notice of such rules and regulations and amendments and supplements thereto, if any, shall be given to the Tenant.

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1. **Second Street Gallery:** Keith has sold the building and requires that we vacate by April 8, 2010. We should give him notice on March 1, 2010 that we will vacate by April 1, 2010.
2. **Lumberyard Gallery:** There are several major issues that need to be resolved.
 - a. The most significant being the scope of work for our alterations. I am including two proposed layouts that have not been reviewed by the Gallery Committee. The previous layout seemed to require a permit and the cost and delay of obtaining the permit would impair our ability to occupy the space by the time we vacate OT1. One new proposed layout has no changes to the gallery except the removal of the door to the back room and the installation of a curtain to hide the storage area. The other layout is based upon a discussion with Mark Delaney (Delaney Construction). Mark's opinion is that if we did not make any electrical modifications and did not remove and relocate the wall with the door we would be able to complete the work without a permit. He said that if the inspector happened to stop by while he was making the modifications he could explain that these are just partitions that are being reworked. He felt the inspector would accept that based upon his experience with the City.
 - b. The Lumberyard lease has been distributed to the Board. I have reviewed it and am attaching my letter to Donna discussing corrections. There are two areas that the Board should discuss. They are Article 22.1 (a). Default and The Sign agreement which requires two signs.
 - c. The Gallery Committee recommends that we perform all alterations described in the layout that the Board approves prior to relocating to the Lumberyard. Worst case cost of alterations is estimated at \$2000. We recommend the installation of the acoustical wall covering. Cost of wall covering is approximately \$6500. 5 bolts of material each with 30 yards at \$30 per yard plus tax. \$1500 for installation. We would also need to paint the front walls, baseboard extensions and metal connections to the trusses in addition to patching the floors. Cost is included in alteration cost above.
 - d. If we want to add lighting we can sneak it in at a later date. We should remove our lights from OT1 and store them until we install them.
3. **Gallery Committee Meeting:** The gallery committee meeting minutes are attached for your information.
4. **Member Donations:** The Gallery Committee recommends that we eblast a request for donations to our members. This request could also be published in the Paint Rag and on the website if the Board agrees. Some recognition would be appropriate and should be decided upon by the Board. Funds received would go towards the wall covering, and displays needed. Keep in mind that we have a \$5000 TI allocation from Cornerstone so the total cost of the remodel would be \$3500.

**SDAG Board Meeting
Meeting Minutes
February 22, 2010**

Officers Present:

Assistants:

Patricia Eldon
Joanne Chambers
Mary Beck
Grace Swanson
EllaBlanche Salmi
Laura Lowenstein
Isabella Breasted

Bruce Stewart

Cindy Gary
Judianne Shannon

Deborah Van Huis
Dave Ombrello

Officers Absent:

Ricki Ungar

Dianne Dudek

Rita Cecil

Meeting Minutes: Recorded by Cindy Gary. Meeting Location: Gallery 2 (Calle Magdalena not available).

Meeting called to order at 9:45. Cindy asked for a postponement of approval of minutes.

A.Upcoming Dates:

February:

1. Thursday, February 25, 9am - 2pm, "Try It, You'll Like It" A Visual Art Workshop at Quail Gardens

March:

1. Monday, March 22, 9:30-noon, SDAG Board Meeting

B. President: Bruce Stewart

I New Business:

1. Dave Ombrello:

Lifetime Membership Awarded – The Board wanted to recognize Dave Ombrello for all of his work for SDAG. Dave has worked tirelessly to secure our new gallery space in the Lumberyard in addition to all of his work in Gallery 1.

2. OTG2 – Proposed Improvements:

- ☐ Dave passed out copies of the Gallery Report. The report detailed the work to be done and included diagrams.
- ☐ Dave explained that he had interviewed contractors for the job and recommended that we hire Mark Delaney. Dave went on to say that Mark believed that all of the work could be done without going through the permit process with the City.
- ☐ Dave further explained that Mark had said

that if the inspector happened to stop by while he was making the modifications he could explain:" that these are just partitions that are being reworked. He felt the inspector would accept that based upon his experience with the City."

2a. Discussion regarding the proposed work/improvements at Gallery 2:

- ☐ Deborah VH said that we need to work with City, and recommended that we get permits. Deb explained that had experience in Real Estate and based her opinion on her past experience. Furthermore, Deb. said that we need to be a "good citizen".
- ☐ Bruce responded to Deborah by saying that we are not looking to deceive the City of Encinitas, but rather we just want to see if there are things that can be done w/out a permit.
- ☐ Grace did not think some of the improvements would require permits.
- ☐ Joanne asked about the wall expansion .Dave replied by referring to the diagram.
- ☐ Grace and Joanne thought that wall extensions did not need permits. Grace said that she thought permits were for work by an electrician or plumbers and that our proposed work for OTG2 did not require a permit.
- ☐ Judianne added that she spoke to her husband (who has experience working with construction permits) about the proposed work. She explained that drywall is a "gray area" meaning that depending on drywall work that you are doing, you may or may not need a permit.
- ☐ Mary Beck asked if the beams would be staying. Dave replied that he would like to get beams out.
- ☐ Laura asked: how important is it to extend the wall space? Dave said alternate plan would call for knocking out back room (where the sink is and then put a curtain around sink)
- ☐ Mary Beck commented regarding displaying the Monthly show in front of the Gallery. She said that we should think about changing the location, saying that it is better off having juried work in front. There was a rebuttal by Judianne who had a list of pros for Monthly show in front of Gallery.
- ☐ Bruce – my take on it is: I am comfortable in having work done w/out first obtaining permit
- ☐ Bruce asked for a consensus on this topic. Are we okay with hiring Mark to do the work without first seeing if a permit is needed?
- ☐ Grace said that there is no hurry to do the

work, that we can always do remodel later.

- Laura commented that she also was concerned with the timing of this b/c we have Mothers Day coming and we will be trying to sell tickets from Gallery. We will want gallery to look nice.
- Ellablanche put a motion on the floor to go with proposal #2 from the Gallery Report. Seconded by Judianne. **Does anyone recall if a vote was taken? We can revisit this at Monday's Board meeting if needed.**
- Dave wants the right to hire contractor he wants to work with Mark Delany. He is confident in his abilities.
- **Motion** by Isabella, seconded by Laura to allow Dave to hire Mark Delany and start work on Gallery 2 improvements. Passed with a vote of yes 11.

Wall Covering: Discussion regarding all aspects of Wall covering to include: color, maintenance and cost.

- Vista Paint – Dave was not able to get samples. Can another Board Member go to the Vista Paint in Vista/Oceanside. Mary Beck was given the swatches of material.
- Dave suggested that the Gallery committee be allowed to choose wall covering.
- Joanne asked if the wall covering be vacuumed. How would we clean the walls?
- Grace asked about nail holes. Dave said that we must use small nails.
- Grace proposed that Judianne, Mary and Ella be the committee to select color for wall. Dave said this was a Critical Path item as we need to select and order by the end of the week.
- **Discussion Point 2:** How much material is needed to cover the walls?
 - A recommendation was made to purchase an extra half a bolt of wall covering at a cost of \$30.00 a yard./900 a bolt.
 - Grace asked about buying enough to cover the back room if that was ever to be part of our future plans.
 - Board Members agreed to purchase 5 bolts.
 - Suggestion that Alison Christlers' Sister (who is a painting contractor) buy a bolt for us at a discount. Isabella volunteered to ask.
 - Patricia added that Delany might also be able to make the purchase for the Guild.

Lease Agreement for OTG2: Questions and general discussion-

- Everyone should read the lease!!

- Joanne had concerned about co-mingling of funds. If we default on lease, what recourse do they have? They have not asked for personal guarantees.
- What happens if we default on lease?
- The concern, clarified by Bruce, is what happens if we cannot make rent and need to default.
- Q: What is the worst case scenario? A: We can be sued.
- Cornerstone not willing to compromise on default clause.
- Joanne did not have concerns about insurance (is this correct Joanne?)
- Q: Bruce asked what is the Monthly cost A: 3500.00 rent plus triple nest
 - Triple net is well defined in the lease, it covers such expenses as: Trash, maintenance of common areas such as roof and parking lot .
- Signage - Dave said that one of the signing requirements requires an outdoor sign
- Grace asked can both signs from OT1 be moved to the Lumberyard?
- Deborah said before the lease is signed we need to address all of our current issues with the Gallery space, such as termites and water leak.
- The Lease has a 6 month warranty on the air conditioner.
- Bruce asked are we in agreement that the lease is ready to be signed.
- **Motion** by ____Isabella ____ to give authority to sign lease to Bruce and Judianne. This motion was seconded by Grace. Approved by unanimous vote.
- Q: Why did we go for 5 year lease? Asked by Joanne. Answered by Dave b/c 3 year did not offer money for improvements.

C. Reports from Chairpersons:

1. Treasurers' Report: Joanne Chambers

Total bank balances		
\$53,142.16		
Less liabilities		(\$3,074.27)
Subtotal		\$
Amount due artist		(\$)
Balance left		\$
January sales	OT 1	\$1,912.62
	OT 2	\$ 2,593.24
Sales as of 2/20/10	OT 1	\$ 320.98
	OT 2	\$2,280.64

2. VP/Calendar Chair –Judianne Shannon:

- Gallery Hours: Judianne recommended that we postpone evening hours until after remodel.

And that we adjust our Morning hours to 10:30 or 11 am for opening

- Isabella thought that it would make a difference having extended hours in April.
- Q: Bruce asked if hours had been discussed in the past. Judianne said that it had been discussed by both the Board and the Gallery committee and it was concluded that in the winter the early opening was not necessary.
- Bruce proposed 3 sitting shifts: 10-1,1-4,4-7 With all of the wall space in the Gallery, it might allow for only one shift a month for Artists.
- Mary liked the shifts proposed by Bruce.
- Dave asked that the Gallery committee be allowed to discuss and propose hours and sitting shifts at the March Meeting.

3. Membership Chair - Laura Lowenstein:

We currently have 212 members. There are 9 new members. Laura suggested that it is time to do a new membership party again. Grace volunteered her house for the event.

We could also hold a "Meet and Greet" in front of Gallery as an alternative.

Bruce told of a welcoming party that he attended after joining the Rotary. He likes the idea of holding "Welcoming Parties".

Membership Special: Join on Mother's Day weekend, pay for one year and get 4 months free!!
2 tickets will be given to anyone who volunteers to be a docent

10 free tickets will be given to homeowners.

Emails for help on Directory – Luara reported that she received many emails of offers to help. She is currently working with a couple of people.

Goal for Directory is the March "Take in" on 3/2.

4. Publicity Chair –Grace Swanson:

- Website needs to be updated to reflect our new address.

- **Moving Sale:** We need to send out an email about our moving sale. Everything in the Gallery will be discounted 15%. Guild will not collect commission to simplify the pricing/sales process.

An Eblast will need to be sent to members and clients. There was quite a lengthy discussion about how promotional material be worded and how Gallery sales would be handled. It was finally agreed to that the ad/eblast will read:
Grace PR Blast - Last week – 15 Gallery wide and up to 50 on selected Feb 20-28

Other parts of the discussion included the following:

- Suggestion that the Eblast be: March

moving Sale at everything 15%, additional markdowns on selected items.

- Joanne suggested that all prices be on wall b/c cannot rely upon cashiers to calculate 15% off.
- Concerns about sitter's ability to calculate percentage and correctly process the sale.
- We need to have example in the daily book.

□ Grand Reopening of Gallery 2-

- Saturday April 17th 5-8pm.
- Mary Beck recently attended an ArtWalk in Laguna where simple food and wine were served. She suggested that we do the same.
- Deb VH and Mary will help. Patricia also offered her help with the event.

□ Mothers Day –

- Finding homes this year has been a struggle. Black Orchid has dropped out. Grace needs addresses. We need at least 2 more. We need them out East by Encinitas Ranch/Olivehain, no farther east than Lone Jack road.
 - Grace reviewed the homes currently scheduled to be on Tour.
 - We need one or 2 more houses.
 - We need 8 homes.
 - Members suggested homes.

5. VP Programs, Diane Dudek/Terri Oshrin:

6. Offsite Chair- Patricia Eldon:

- **Art from Heart** – Dr. is willing to have another exhibit.
- **Jim Gilliam** – rejected our application for City Hall and Library b/c we are represented in the community and did not have a "focus". Bruce will speak to Jim Gilliam.
- **Solana Beach City Hall – Deadline 4/1** Theme "Surf, Sand and Sky"
- **Solana Beach Library – 4/1**
- **Show suggestions** – email to Patricia
- **Magdalena Ecke** – not going to pursue
- **Leucadia ArtWalk** – will jury the work for the event this year. Patricia will ask if we can jury the work for our group, get a group space and discounted rate.
- **Request from Bruce** – Bruce asked Patricia not to refer to SDAG artists as "Conservative", as we should be careful not to apply labels to our diverse group of

Artists.

7. Gallery Chair- Dave Ombrello

8. Floor Chair - Ellablancche Salmi –

- ☐ **32 Floor renters –** Income \$962.00 from Floor Renters. Limit 25% of floor to Jewelry.

9. Ricki Ungar - Monthly show chair:

11. Web – Mary Beck –Please let Mary know of any changes to that need to be made to the web.

12. Isabella Breasted - Sunshine

13. Paint Rag- Deborah Van Huis:

- ☐ Deadline for submissions to the Paint Rag February 25th. After “Try it you will like it”

14. Rita Cecil –Wall Renter Chair

D. August 2009 Minutes will be amended.

The following information will be added as an addendum.

Motion to adjourn: ____ **Please let me know who made this motion** ____ Motion moved to adjourn the meeting at 12:30. ____ **who?** _____ seconded this motion.

Please review and send any additions and or corrections to Cindy Gary at cingary@yahoo.com

COMMUNITY NEWS

The Off Track Gallery of Encinitas has two locations with the following.

■ Gallery 1: 500 Second St. Open daily from 11 a.m. to 5 p.m. and Fridays through Saturdays until 8 p.m. Call 760-942-3636

■ Gallery 2: 937 South Coast Highway. Open from 10 a.m. to 6 p.m. Mondays through Thursdays, from 10 a.m. to 8 p.m. Fridays, and from 9 a.m. to 8 p.m. weekends. Call 760-942-3560. Visit offtrackgallery.com.

B2 MONDAY | March 8, 2010

Woman's club to tour art gallery

ENCINITAS — The San Dieguito Woman's Club will meet at 10:15 a.m. March 9 in the Old Encinitas School House, 390 West F St. The group will tour the Off Track Gallery 2 in the Lumberyard. Optional lunch to follow at St. Germain's Restaurant, 1010 S. Coast Highway. Call 760-632-9768.

10 ENCINITAS FIRST • MARCH 2010



TWO LOCATIONS

2nd & D, downtown Encinitas
THIS LOCATION CLOSING MARCH 31
MOVING SALE
 15% off all artwork
 at Second Street location ONLY
 Sun. Mar. 20 - Sun. Mar. 28



OFF TRACK GALLERY

San Dieguito Art Guild, Est. 1963

Lumberyard
Shopping Center

LOCAL ARTISTS • OPEN DAILY
 760.942.3636 OffTrackGallery.com

The San Diego Union-Tribune • Sunday, March 7, 2010

SPRING GARDEN TOURS | SAN DIEGO COUNTY

Artist Studio and Garden Tour

When: May 8-9, 10 a.m. to 4 p.m.

Cost: \$20

This annual Mother's Day weekend tour sponsored by the San Dieguito Art Guild will visit eight artist's studios and gardens in the Encinitas area. Host artists, members of the guild, will showcase their work and that of several guest artists. All of the art — ranging from prints and paintings to pottery and jewelry — will be for sale. Some stops also will feature entertainment.

Proceeds benefit art departments in several area schools.

Tickets are available starting April 1 at the Off Track Gallery in the Lumberyard Shopping Center on Highway 101 in Encinitas. They also can be ordered online at offtrack-gallery.com.

Information: offtrackgallery.com.



TWO LOCATIONS

2nd & D, downtown Encinitas
THIS LOCATION CLOSING MARCH 31
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OFF TRACK GALLERY
San Dieguito Art Guild, Est. 1965

Lumberyard Shopping Center
LOCAL ARTISTS • OPEN DAILY
760.942.3636 OffTrackGallery.com

B2 SATURDAY | March 13, 2010

[W]

NORTH COUNTY TIMES

COMMUNITY NEWS

Art gallery to host moving sale

ENCINITAS — The San Dieguito Art Guild, which operates Off Track Gallery One, will host a moving sale from 11 a.m. to 5 p.m. March 20 to 28 at D and 2nd streets. The sale will feature art from local artists. The new Off Track Gallery is moving to The Lumberyard, 937 South Coast Highway 101, Suite C-103. Call 760-942-3636 or visit OffTrackGallery.com.

DEATH AND FUNERAL NOTICES

Obituaries can also be seen online at obituaries.SignOnSanDiego.com

Sunday, March 14, 2010

MARCH 19, 2010 THE COAST NEWS



MOVING SALE

Off Track Gallery at 2nd & D Street is closing end of March.

15% off all artwork at 2nd St. location ONLY. Sat, Mar. 20 - Sun, Mar 28.

All artists at 2nd St. location will move over to Off Track Gallery in the Lumberyard

OFF TRACK GALLERY

San Dieguito Art Guild, Est. 1965

2nd & D, and also in the Lumberyard Shopping Ctr.
760.942.3637 • OffTrackGallery.com • Open Daily 11-5

THURSDAY | March 18, 2010

San Diego, CA 92104-2903

Off Track Gallery — The San Dieguito Art Guild presents an exhibit of members' work; gallery hours, 11 a.m. to 5 p.m. daily; 937 South Coast Highway 101, Suite C-103, Encinitas; 760-942-3636.

Older Panama Hotel Gallery — Oil painter



GRAND OPENING RECEPTION

Saturday, April 24 • 5-8pm
Ribbon Cutting at 5:00



OFF TRACK GALLERY

San Dieguito Art Guild, Est. 1965

In the Lumberyard Shopping Center, Suite C-103
760.942.3636 • OffTrackGallery.com • Open daily 10-5:30

a.m. at St. John of the Cross Catholic Church, Lemon Grove, 8066 Broadway, (619) 466-3209.

Please sign the guest book at obituaries.uniontrib.com

LACEY, JACQUELINE HAND



Jacqueline Hand Lacey, 67, of Encinitas, passed away after a brief illness.

Jacqueline was born in New York City, and grew up as a Brooklyn Dodgers fan, received her B.A. from Earlham College.

Moving to San Diego in 1978, Jacqueline quickly became a devoted Padres fan. She spent her life mastering a myriad of arts and winning numerous awards and recognition.

A longtime member and twice past president of SDFC, member of SFC, and SDMA Artists Guild Membership Chair, Jacqueline is survived by her sons, Steven and Gregory Lacey, and grandchildren, Briar, Blaze, and Quinton.

Jacqueline's art can be viewed at jacqueline_lacey.com, sdmaag.org and sdfconline.com.

Please sign the guest book at obituaries.uniontrib.com

Feb 17

I met with Donna and Phil this morning and here are the results.

1. Donna approved our plans for alterations, she insists that we use licensed contractors and all work complies with building codes. She said we need to understand that everything in the gallery such as lights, floor and walls are our responsibility to maintain. She did not insist on making us get a permit. Deborah VH said she reviewed the work and does not think we need a permit from her experience and interpretation of city website.
2. We will need to fill out an application. She will send it to us.
3. Donna will draft up a lease by tomorrow pm for us.
4. I found copies of our articles and showed them to her. There was also a certificate from the Secretary of State which she thinks should suffice. I will provide copies to Phil tomorrow.
5. I showed her financials for last fiscal year and YTD through January which she will accept. I will get copies to give Phil tomorrow.
6. Donna needs a letter stating that Bruce and Judianne are the senior officers of our guild.
7. Donna needs the LOI signed. Bruce has signed it and Judianne will sign it today. I will get to Phil tomorrow.
8. Donna will have the pest control company spot treat the termites. You will notice that there are a lot of drop-pings in the center of the gallery.
9. She said the odor is cleaning fluids and it is not objectionable.
10. Donna will make sure the contract has the right of first refusal for Mog and Rue.

I think that covers everything.

Dave

Feb 18

I finally heard from Keith today. He said the building is being sold for sure. He estimates it will close April 8. He is waiting for the new owner to tell him if he needs to give us notice. Worst case: He gives us notice tomorrow, we will need to be out March 20. That is if he gives us 30 days notice. February is a short month. If he does not give us notice by March 1 we will give him notice then.

I think we should go ahead and plan to be out on March 31 so we can still have our monthly show, moving sale etc.

Comments?

Dave

AGENDA
SDAG BOARD OF DIRECTORS MEETING
Monday, 3/22/10
@ Calle Magdalena or OT 1
Recording Secretary: Cindy Gary

1. Review agenda and make changes as necessary
a. Announcements: From Jim Gilliam: Your immediate advocacy efforts are needed: 1) Write a letter or send an email to your County Supervisor (see contact list below) urging them to continue funding the Neighborhood Reinvestment Program. 2) Please plan to attend the County Board of Supervisors meeting. It is imperative the meeting be packed with opposition to the proposed cuts. Even if you don't currently receive funds from this program it is in your interest for these funds to remain intact into the future. The meeting will be at: Tuesday, March 23 2010, 8:45 am County Administration Building Supervisors' Chambers, 3rd Floor 1600 Pacific Highway San Diego, CA 92101 Although it's not necessary to speak, please be sure to arrive by 8:45 am to fill out a "Speakers' Slip" so the Supervisors will know that members of the community oppose cutting the Neighborhood Reinvestment Program. You can check "Decline to Speak" on the form

2. Approve minutes from last Board Meeting

3. UPCOMING DATES

4. Committee Reports

a. Treasurer - Joanne

b. Gallery Chair – Dave

1. Gallery update, 2. Upgrade expenses, 3. Income/Expense 4. Handbook

c. . VP Calendar Chair - Judianne Shannon

d. Membership Chair: Laura

e. Publicity Chair: Grace

f. Paint Rag Chairperson - Deborah VH – Deadline for Paint Rag submissions is 5:00 p.m., Thursday, Mar. 25

g. Monthly Show chair - Ricki

h. VP Programs Chair - Diane D., chairperson

i. Webmistress – 1. Web issues 2. Reception (for Deborah H)

k. Floor Art Chair: Ellablanche

j. Wall-renters Chair – Rita

k. Offsite show chair - Patricia

1. LeucadiArt Walk :

a. Will SDAG pay the \$250.00 sponsorship fee again? It will get us onto art walk's map, but it will probably only buy us 5 spaces this year.

b. Should we try to reserve spaces in our old Travel Trust parking lot?

Paula Kirpalani said that she will check first with her committee at 8:30 tomorrow before our SDAG board meeting, and she will suggest that they charge all members of SDAG and

of 101 Artists' Colony the same fee per space, probably \$50.00 per space, regardless of whether they are grouped together in the Travel Trust Parking Lot or placed elsewhere randomly. Morgan Mallory had complained about our getting too good a deal last year, and the committee feels that LeucadiArt Walk doesn't really need our guild's help so much anymore.

In the past, the guild paid \$250.00 to be a sponsor, and we received ten to 14 or more spaces for that price.

Paula will recommend to her committee that the wine grotto be placed in the Travel Trust parking lot where SDAG has exhibited in the past. As a result, if the committee agrees, there will be room for only ten artists in the Travel Trust Parking Lot, which will be the southernmost location for art on the walk.

2. Solana Beach City Hall show:

a. How much will we charge for each entry?

b. Should we give a discount to people who enter a lot of pieces that are needed in order for the guild to be accepted?

We have plenty of entries for the ocean theme, but Anita Edman, gallery director, seemed to think that the ocean was too common a theme, and she was more enthusiastic about the theme of Torrey Pines or Lagoons. She wants a narrowly focused and unusual show.

We don't have enough entries for the Torrey Pines or lagoon themes unless I include 7 or 8 pieces for each by Joan Grine.

Question: Would we make Joan pay the \$10.00 entry fee for each and every one of those items? She has enough work to have her own show and not pay the guild anything. Unless more people submit work along those themes, we will not have a lagoon or Torrey Pines show without her large contribution.

3. Del Mar Fair deadline for sending photos of non-photographic wall and floor art: 4/30, 11:59 p.m.

4. Oncology Clinic show- Do you want to have a big show of 55 or 60 items in Feb, 2011, or a small show of 30 items in November, 2010?

5. Old and New Business not already discussed

Subject: San Dieguito Art Guild Press Announcement

PRESS RELEASE
March 20th-28th 2010
Moving Sale!

For Immediate Release
Contact:
San Dieguito Art Guild PR & Promotion Chair
760-942-3636
San Dieguito Art Guild

We're Having a Moving Sale!

March 20th to March 28th

An Art Sale! Everything Must Go!

Encinitas, CA - March 20-28th, 2010 -




OFF TRACK GALLERY
San Dieguito Art Guild, Est. 1964

The Off Track Gallery located at 2nd and D in Encinitas will close its doors on March 31st. We are moving to the Off Track Gallery in the Lumberyard! Therefore March 20th Saturday

Through March 28th, Sunday, we will be having a MOVING SALE of all artwork in this gallery! You can take advantage of artwork by local artists at substantially reduced prices. Doors open at 11 AM each day and close at 5 PM. This only applies to the gallery located at 2nd and D.

Moving Sale:

The building housing Off Track Gallery One, on the corner of 2nd and D Streets, has been sold and the new owners want to occupy our space. Off Track Gallery One will be closing on Thursday, March 31st. All work must be removed from the Second Street gallery by March 31st. The Moving Sale will help the artists move their artwork March 20th - March 28th.

All San Dieguito Artists will continue to display their artwork at the Off Track Gallery located in the Lumberyard officially April 1st with a Grand Opening scheduled for April 17th.

More information will be available about that at a later time.



San Dieguito Art Guild is a non-profit 501 (c)(4) art association serving the public since 1965. For more information about San Dieguito Art Guild check out the website www.offtrackgallery.com

###

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NEWS OPINION SPORTS BUSINESS LIFE ENTERTAINMENT VISITORS CLASSIFIEDS

Dining Poll

What is your favorite frozen light?

Ice Cream (21%)
Shaved Ice 0%
Frozen Yogurt (47%)
Sorbet (5%)
Gelato (26%)
Other 0%

Thank you for voting in this poll.

Community

Last Updated: March 17, 2010 3:00 PM

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SEARCH

Alive & Well. Romantic comedy tells the story of a mismatched pair. Carla, a big city reporter from the north, must reluctantly work with Southern tracker and Civil War re-enactor Zach to research her story. March 20-April 25, Sheryl and Harvey White Theatre, Old Globe Balboa Park. \$29-\$62. (619) 23-GLOBE, www.TheOldGlobe.org.

"Cinderella." Musical from the drama department at Santa Fe Christian Schools in Solana Beach. 7 p.m. March 19 and 26; 2 and 7 p.m. March 20 and 27 at Star Theater in Oceanside. (858) 755-8900, www.sfcs.net.

Comedy acts. Weekend headliners at 8 and 10:30 p.m., nightly shows Wednesday-Sunday, The Comedy Store, 916 Pearl, La Jolla. From \$20. (858) 454-9176, www.comedystorelajolla.com.

MUSEUMS & GALLERIES

Art sale. The Off Track Gallery, Second and D streets in Encinitas, is moving to The Lumberyard Gallery (next to St. Tropez Bistro) with an April 17 opening. A moving sale will be held from 11 a.m. to 5 p.m. March 20-28 to liquidate work in the old gallery. (760) 942-3637, www.offtrackgallery.com.

You may [unsubscribe](#) if you no longer wish to receive our emails.



OFF TRACK GALLERY

San Dieguito Art Guild, Est. 1965



Moving Sale March 20th to March 28th

The Off Track Gallery located at 2nd and D in Encinitas will close its doors on March 31st. We are moving to the Off Track Gallery in the Lumberyard.

To prepare for our move we are having a **MOVING SALE** from March 20th to March 28th. All artwork will be reduced by at least 15% and some artwork will be reduced even more. Please come take advantage of this opportunity to purchase artwork by local artists at substantially reduced prices. The gallery is open 11-5 daily.

The Moving Sale is only at the gallery located at 2nd and D Streets in downtown Encinitas. No coupon required.

San Dieguito Art Guild is a non profit 501 (c)(4) art association serving the public since 1965. For more information about San Dieguito Art Guild and the Off Track Gallery visit our website, www.offtrackgallery.com

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San Dieguito Art Guild Announces Their New Location: Offtrack Gallery at the Lumberyard

The Offtrack Gallery located at Second and D is closing its doors at the end of March.

Encinitas CA- March 23rd 2010 -

Like a chapter in a book, the San Dieguito Art Guild will be closing the Offtrack Gallery at 2nd and D and opening their doors to patrons and customers in the new location at the Lumberyard. The all-volunteer members of the Art Guild have been diligently getting ready for this event by refurbishing the new location.

The San Dieguito Art Guild has just signed a 5-year lease with the Lumberyard Shopping Center for their Off Track Gallery. The building at their old location on Second and D where the Gallery has been for the past 2 years was sold and all the artists will move to the Lumberyard location, which is located at 937 So. Coast Highway 101 behind Starbucks and St. Tropez.

To get ready for the artists, new display units were purchased and assembled, walls were painted and a handsome new wall covering was installed. The new wall covering allows the artists to hang their work without leaving marks on the wall. Labels are attached with Velcro. Its a wonderful improvement over other types of hanging systems used at the 2nd and D location and in other galleries.



The San Dieguito Art Guild is a non-profit art co-operative made up of some 200 local artists as members. They are an all volunteer organization. Ricki Unger (right) a longtime active member, is painting the walls in the new location as part of the preparation to refurbish the gallery. All the artists from the Offtrack Gallery on 2nd and D will be moving to the Lumberyard Shopping Complex on the week of the 22nd. They have a well organized schedule set up for the artists to hang their artwork and move into the new space. It is a major project to move an art gallery. This move has been a very challenging experience for the volunteers that pulled it all together.



The artists will be completely moved in by March 26th and the new location will have a grand opening

on April 23rd. Dave Ombello, Gallery Director, (left) is setting up the display shelves for the jewelry artists and ceramic artwork to be displayed.

The gallery in the Lumberyard will open their doors to the public before the end of March. The old Offtrack (2nd and D location) will be having a moving sale to continue until March 26th. Artwork is on sale at 15% savings.



The artists are very excited about the new location. It has been a busy two months before San Dieguito Art Guild has their big fund raising event, Mother's Day Garden Tour coming up in the month of May. The whole community enjoys the Garden and Art Tours that the SDAG has been hosting for the past six years. They are sure to enjoy the new Offtrack Gallery in the Lumberyard on Highway 101, too. So goes another chapter with the San Dieguito Art Guild.

Stop by both locations. Go to the 2nd and D location and take advantage of the moving sale before the 26th of March. Then pop over to the Lumberyard to see the new art exhibit and new gallery. Offtrack Gallery is better than ever! The public is welcome!

About San Dieguito Art Guild

San Dieguito Art Guild is a non profit 501 (c)(4) art association serving the public since 1965. For more information about San Dieguito Art Guild and the Off Track Gallery visit our website, www.offtrackgallery.com

San Dieguito Art Guild

San Dieguito Art Guild PR & Promotion Chair
Grace Swanson swanson121@cox.net



OFF TRACK GALLERY

San Dieguito Art Guild, Est. 1965

March 2010

2010

OFF TRACK GALLERY

San Dieguito Art Guild Paint Rag

In This Issue



Off Track Gallery is on the move! We're going to be moving this month so there will be lots going on. Keep an eye out for status update emails from SDAG on the move out of our gallery at the corner of 2nd and D Streets into our gallery in the Lumberyard. As Dave Ombrello mentions in his column below, the move out of one gallery into the other, along with the alterations being made to our new home will be very dynamic.

Enjoy the beginning of spring this month and enjoy the changes and improvements being made to our gallery.

— Deborah Van Huis, Newsletter Chair

From Our Gallery Manager

On The Move

Honor for Dave Ombrello

February Monthly Show

March 9th Jurying Committee Meeting

Mother's Day Tour Booklet

Arts Alive Banner Unveiling

SDAG History

5 Questions with Katie Jablonski

Try It You'll Like It Huge Success

From Our President

New Member Welcome

Offsite Show Opportunity

SDAG Schedule

March

Tues, Mar 2

9:30 - noon Monthly Show take in

9:30- noon Monthly Show pick up

Tues, Mar 9

11:00 am New Artist Jury Committee at OTG 1

12:30 pm Gallery Committee

Mon, Mar 22

9:30 am Board of Directors

Sat Mar 20 - Sun Mar 28

OTG1 Moving Sale

Tues, Mar 30

9:30 - noon Monthly Show pick up

9:30 - noon Monthly Show take in at Lumberyard

April

Thurs, Apr 1

From Our Gallery Manager

April 1st rings in a new era for the San Dieguito Art Guild. The signing of a long term lease for our gallery in the Lumberyard ensures that the Off Track Gallery will be positioned for strong sales and great public visibility long into the future. In order to prepare the Lumberyard Gallery for more artists we will be making some minor alterations and improvements which will take about two and a half weeks in March. During this time all artwork must be removed. We will announce the schedule as soon as we have finished negotiations with our landlord and contractors. The new layout is available for review in both galleries; we encourage you to take a moment and check it out.

In the new gallery we will have 30 wall art locations, our Monthly Show, card displays and shrink wrap bins. Additionally we will have enough display space to house all of our floor artists with room for more 3D art. We are looking for artists (other than jewelry) to be juried into new floor displays. If you know of any sculpture, ceramic, glass or other 3D artists who are interested in displaying and selling their art please notify Ellablanc (ellalsalmi@roadrunner.com) or any member of the gallery committee. They are encouraged to attend one of our next three jury sessions. These will occur on March 9 (11am at OT1), April 13, and May 11. Juried 3D artists will be offered space immediately (while available) and will be poised to sell by the summer tourist season.

Our Second Street Gallery has lost its lease and must be vacated by March 31. Please make sure that you remove all of your art and other belongings by March 30. Anything remaining in the gallery after that date will be discarded. This includes all wall and floor art, entries into the Monthly Show from the current and past months, cards and shrink wraps as well as personal displays. I repeat that anything in the gallery on March 31 **will be discarded**. To aid our artists and help reduce the amount of art to remove we are having a moving sale. To facilitate this sale the Board has decided to eliminate commissions on the sale of art in the Second Street Gallery from March 20 through March 28. This allows our customers to save 15% on the purchase of the art with no loss to our artists. We are encouraging our artists to consider additional reductions in their pricing. If you elect to do this consult a member of the gallery committee for instructions.

I want to thank all of you for your patience and understanding during the past few months. I know that it has not been easy for anyone with all of the uncertainty relating to our galleries and I know that our galleries have looked disheveled. I also ask that you show respect and appreciation to the gallery committee for all of the effort that they have made to ensure that we have a home for many years into the future. I ask your cooperation with the gallery chairs when it's time to remove and replace your artwork. I am also asking for volunteers to assist with this time consuming process of preparing the gallery for your art. We will need as many helpers as we can get, so take some time and give back to the Guild by volunteering. If you would like to help, please contact me (italifin@roadrunner.com) or any member of the gallery committee. I am very confident that we will have increased success in the new and improved Off Track Gallery.

On The Move -- Moving Sale at Off Track Gallery One

The building housing Off Track Gallery One, on the corner of 2nd and D Streets, has been sold and the new owners want to occupy our space. Off Track Gallery One will be closing on Thursday, March 31st. All work must be removed from the Second Street gallery by March 31st.

We will have a MOVING SALE (at Off Track Gallery One ONLY) from Saturday March 20th to Sunday, March 28th. All of the artwork in Off Track One (ONLY) will be 15% off. Please note: SDAG will not take its customary 15% commission, so the artist receives the same net amount as usual. If you want to reduce your prices more than that for the sale, mark them down before March 20th.

Applications for shows at Solana Beach Library and City Hall due
Tues, Apr 13

11:00 am New Artist Jury Committee

12:30 pm Gallery Committee

Sat, Apr 17

5:00 - 8:00 pm Grand Opening Reception
at Lumberyard

Mon, Apr 26

9:30 am Board of Directors

Tues, Apr 27

9:30 - noon Monthly Show take in

9:30 - noon Monthly Show pick up

May

Sat & Sun, May 8-9

Annual Mother's Day Artist Studio &
Garden Tour

Mon, May 24

9:30 am Board of Directors

Environmental Painters Schedule

Feb. 23 and Mar. 2

Batiquitos Lagoon, meet at the end of
Gabiano, off Batiquitos Rd

Mar 9 and 16

Oceanside Harbor, park to the left

Mar 23 and 30

Leo Carrillo Ranch, Call Joan Grine,
858-481-8783 for directions

April 6

San Diego Botanic Garden, (formerly
Quail Gardens), free day

April 13

Torrey Pines Extension, where the
statice should be blooming

[Join our Mailing List!](#)

Off Track Gallery Two, at the Lumberyard, will be renovated and ready as the Off Track Gallery on April 1st with a Grand Opening on April 17. The artists from Off Track Gallery One will all move over to Off Track Gallery Two. Instructions to those artists will be given later.

Honor for Dave Ombrello

During the February 22nd Board of Directors meeting Dave Ombrello was recognized and thanked for his significant contribution consolidating and relocating Off Track Gallery to the Lumberyard. Dave has been instrumental in heading up this undertaking, negotiating with the landlord, managing construction contractors and handling all the little things that accompany a major move of this kind. All the while, Dave continued to act as Gallery Manager for SDAG. In recognition of his extraordinary work on behalf of the gallery and guild he has been awarded a Lifetime Membership.

Please join the Board of Directors in thanking Dave for his hard work and dedication.

February Monthly Show

Best of Show - Toni Williams - Oil



February's Best of Show winner titled: "Solana Beach" was painted by artist, Toni Williams. Toni has been a professional artist and muralist for over 15 years. She is a member of the Rancho Santa Fe Art Guild, San Dieguito Art Guild, Oil Painters of America, California Art Club and the American Impressionists Society. Toni's work has been in the Randall M. Hasson Gallery in Santa Fe, New Mexico and the Cedros Village Fine Art Gallery. Her work is currently on display at the San Diego Historical Society's Gift Store in Balboa Park, the Rancho Santa Fe Gallery, the Off Track Gallery in Encinitas, and Ivanffy-Uhler Gallery in Carlsbad. A native of New York, Toni moved to San Diego in 1972 to finish her education at UCSD in La Jolla with a Bachelor's Degree in Visual Arts.

Pamela Linton won awards in two categories. Her large canvas titled: "Strength" won first place as a mixed media entry and her smaller canvas titled: "Kimono" won first place in acrylics. Other first place winners are Sue Kessinger for her oil painting titled: "Torrey Pines," E.G. Brennan for her photograph titled: "Bird on a Wire," and Diane Burch for her watercolor painting titled: "Family Business."

Watercolor

1st place - Diane Burch - Family Business

2nd place - Anne Keefer - The Whistler

3rd place - Monique Cox - Peaceful Musing

HM - Linda Melvin - Don't Be Koi

Oil

1st place - Sue Kissinger - Torrey Pines

2nd place - Kate Whitley - Fletcher Cove

3rd place - Julie Sauer - Autumn

Acrylic

1st place - Pamela Linton - Kimono

2nd place - Ron Like - Big Boy

3rd place - Agnes Lochte - In the Galaxy



Photography

1st place - E.G. Brennan - Bird on a Wire II

2nd place - Paul Richter - Shining Sea I

Burch

3rd place - Stephen Bartram - Sunset III

E.G. Brennan, P. Linton, D.

Other

1st place - Pamela Linton - Strength - MM

2nd place - Eileen Brennan - Ocean Outlook - MM

3rd place - Janet Finney - Tulip Time - MM

HM - Basia Koenig - Dream Lover - MM



S. Kissinger



P. Linton

Text and photos for the February Monthly Show
by Pamela Taylor
Waldman

March 9th Jurying Committee Meeting

On March 9 our jury committee will meet to review **only artists for floor space** in our gallery. Our wall spaces and jewelry displays are full and we have a waiting list with many artists. Therefore we will not review art for any wall or jewelry artists in March. We do not want to waste their time and make them go through any effort with very little hope of obtaining gallery space before summer. We will resume jurying for these artists when we have opportunities for them to display their art. In the meantime wall artists are encouraged to enter their art in the monthly show. In that way, they can still display art in the gallery.

New Artist Jurying Committee

Mother's Day Tour Booklet/Program

Something New for This Year's Tour

The Guild will be printing an 8.5 x 5.5 inch booklet to be given to each person who purchases a ticket for the tour. Tributes to Mom and individual member artist ad space will cover the cost.

The booklet will contain:

Tributes to Moms --This is open to all SDAG members. Cost is \$20. The tribute may include a photo and a short statement of 25 words or less. Email a photo and a short statement of 25 words or less to higgbeck@cox.net. Mail (USPS) a \$25 check made payable to SDAG to Mary Beck, 1702 Eldred Lane, Vista, Ca, 92083.

Photos of each host home on the tour and a short description.

Visual map of the homes. Driving instructions will be printed separately.

Ad space with photos of SDAG member's artwork including their medium, phone number or email. Prices are explained below. This is open to hosts, guest artists and also to all SDAG members. **You do not have to be in the tour to purchase your ad space.** (Remember that the booklet is the size of a sheet of typing paper FOLDED IN HALF. So a full page in this booklet is NOT an 8.5 x 11. It is half that size.)

For the Full Page, the Half Page and the Double Space ad you may have more than one image. For the Single Space ad you may have only ONE image.

We can make your ad for you. Just send the pictures and the words. If you want make your own ad you may send a PDF, JPEG, TIFF, or Photoshop file. We don't want a Word Document if you can avoid it but we can deal with it if that is all you have. We need pictures at 300 dpi please. If you don't know what that means or can't tell what dpi you have, just send what you have and we will let you know if it is of high enough resolution to look good.

Please email your images, your phone number, your medium (s), your email, your website (or whatever you want to say in the ad) to higgbeck@cox.net. Please make check out to SDAG and mail to: Mary Beck, 1702 Eldred Lane, Vista, CA 92083 **Please do NOT mail it to the Gallery or the Post Office Box.**

A sample page can be viewed at Off Track Gallery 2 in the Lumberyard. More information is also available on our [website](#).

Ad Rates:

Full Page: \$110
Double Space: \$30

Half Page: \$60
Single Space: \$20

The deadline for submitting images and text for your ads and tributes is Friday, March 12, 2010.

Annual Arts Alive Banner Unveiling 2010

The unveiling of the Arts Alive banners took place on Saturday, February 20 at the old Cabo Grill Restaurant on Highway 101. Ten members of the San Dieguito Art Guild participated in painting banners this year. The 2010 Arts Alive Banners are in memory of our dear friend and long time SDAG member Alison Christler. SDAG member banners are pictured below.





Wendi Steinman
Cheryl Ehlers

Artie Mattson

Toni Williams

Grace Swanson



Bruce Stewart
Cope*

Jayne Spencer

Sharon Hoffman

Susan Gumm

Carolyn

*Carolyn's beautiful garden will be featured as one of the stops on our annual Mother's Day Garden and Studio Tour.

SDAG History

This year is the 45th anniversary of the San Dieguito Art Guild. Where in the world do you think we will be 45 years from now? It would be 2055. Will we still be here? Well, some of us will be.

No matter how long or how short your time is with the Guild, you are part of our history. Go to offtrackgallery.com and click on "about sdag" and choose **history**. There you will find a description of the history of the guild. And you will find pdf files for each year complete with membership rosters. (Probably more than you ever wanted to know about the Guild!) But, if you are involved in the guild, and especially if you have held a board or volunteer position, you are part of our history. Some day your name will be in these historical files and someone in the future will read about you and what you did and how you supported the guild. Very cool.

I love history. I love old photos. I love the fact that we are just going about our daily lives and that some day someone will find it - and you - very interesting.

--- Grace Swanson, SDAG Historian



20 years ago, 2000. Bonney Park in the SDAG booth at the Seaside Bazaar on Highway 101

5 Questions with Katie Jablonski

1. How long have you been a SDAG member?

I joined SDAG after many years of contemplation during the Encinitas street fair in November 2008, so I've been a member for one year and a couple months.

2. Why did you join SDAG?

I joined SDAG to belong to an organization in my home town that promoted local artists. I also knew that this would mean I'd be working with other artists a dedicated amount of time.

3. What's your favorite thing about SDAG?

My favorite part of SDAG is getting to know all the people and their art and exchanging ideas.



4. Who's your hero and why?

My hero is my Dad who just passed away this past August. He was hip and dedicated to his family and helping others.

5. What have you always wanted to try but haven't yet?

I haven't tried to fly, yet...but I hope to at least sit in the co pilot seat and try it.



Here's Katie suited up for work in the bronze foundry.

Try It You'll Like It Huge Success

On February 25th SDAG hosted Try It You'll Like It, a workshop that gave participants the opportunity to try out a new art medium. The workshop was fast paced and offered six different mediums for people to try; gourds, fiber art, jewelry, photography, pastels and watercolor. The event was sponsored in part by a grant from the City of Encinitas and it was free to people over the age of 62.

Grace Swanson, Lynn Ely, Joan Grine, Dave Ombrello, Terry Oshrin and Cris Weatherby led the small groups. Thanks to Mary Beck Higgins, Deborah Henry and Judianne Shannon who helped facilitate the event.

Based on the comments from the participants at the end of the day the event was a huge success and there were many requests that we hold the event again. The students were all inspired by their teachers and the pieces produced by the students were incredible. The photos below, taken by Mary Beck Higgins, capture the spirit of the event perfectly.





Lynn Ely demonstrating to her group.
third group of the day.

Joan Grine explaining pastels to her



Terry Oshrin and her jewelers-to-be
watercolor.

Cris Weatherby demonstrating



Dave Ombrello took his students outside to try photography. Grace Swanson explaining techniques for burning & painting gourds.

From Our President

Dear SDAG Friends and Colleagues,

Big changes are in the works! As you probably know by now, the building housing OT1 is being sold, and we need to be out by the end of March. The good news is that we are in the final stages of negotiating a 5-year lease for our heretofore temporary gallery space in the Lumber Yard. We have consistently had more visitors and more sales in the OT2 space than in OT1 on Second St., and the Gallery Committee has worked hard to come up with a plan that accommodates us in the more optimal location. SDAG has been able to keep a gallery going for over 4 decades, and our ability to adapt to changing situations rapidly, energetically and creatively has made that possible.

Moving ranks high on my list of least favorite things, and I suspect you feel the same. But, one of my most rewarding experiences as a new SDAG member was helping to get the space on Second Street ready to house our art. There's no better way to meet the folks who make the organization work and get a feeling of ownership in your gallery than to work side-by-side cleaning, painting, and enjoying one another's company. So please roll up your sleeves and join one of the work crews being organized by Dave Ombrello and the Gallery Committee. "Many hands make light work," as the saying goes, and the bonus is knowing you've been a part of making something special possible. If time or physical limitations keep you from building "sweat equity," there are also opportunities to donate equipment and funds to help turn the Off Track 2 Gallery into [THE] Off track Gallery.

Please join me in thanking Dave and the rest of the Gallery Gang for their tireless efforts to make this transition possible,

In the words of Larry the Cable Guy, let's "Gitter done!"

Bruce Stewart
President, SDAG

Welcome To Our Newest SDAG Members

Avra Alexiades, oil

Michael D. Winters, photography

Dena Austin Miller, oil & acrylic

Marissa Wright, jewelry

Bobbi Hirschhoff, glass, sculpture, jewelry, painting

Cheryl DeLain, jewelry

Adam Koltz, watercolor

Michael Earl Austin, oil & acrylic

Carolyn Cope

Valerie Cannon, photos on tin

SDAG Archivist Wanted

Needed: Someone to cut out PR releases, ads and articles about SDAG and the Off Track Gallery. Put them into binder. Scan to make jpeg file. Type up copy in Word. Email all items once a month to Grace Swanson at swanson121@cox.net. If this is something that interests you please contact Grace Swanson, SDAG Historian, for details.

Offsite Show Opportunity for SDAG

Would you like to help San Dieguito Art Guild have a chance at having a group exhibit at Solana Beach City Hall in 2011? If so, please help by sending some hard-copy photos of your artwork to Patricia Eldon, Offsite Show Chairperson. The artwork needs to follow one of the following themes.

The Ocean and the Beach
North County Lagoons
Torrey Pines State Preserve
Still Lifes and Close-ups of Flowers

Include your name, title of artwork, medium, dimensions, phone number and e-mail address with your photos. The deadline for submitting the photos to Patricia is Monday, March 22, 2010.

Send your photos and the application information to:
Patricia Eldon
222 Cereus Street
Encinitas, CA 92024

Your photos may also be placed in the off site show file in the back file cabinet of the hall closet of Off Track One Gallery by Wednesday, March 24, 2010. If necessary, Patricia Eldon will take photos of your work. The Solana Beach city jurors will decide if they like our collections of art enough to let us have an exhibit in their city hall next year. Thank you.

Patricia Eldon
--- SDAG off site show chairperson

Recent Loss

Past Guild President Hildegard Stubbs lost her oldest son Timothy Charles Stubbs, 59, recently. Tim was attending an aviation class in Albuquerque when he had an apparent heart attack. Tim started his career with the National Park Service in 1969, and retired as the Fire Management Officer at Carlsbad Caverns/Guadalupe Mountains National Parks a few years ago. He was very active in fire aviation and was a fire behavior analyst. As recently as January 23 he posted on his Fire Behavior Services web site a fire behavior discussion for the Southwest Area winter fire season.

Timothy had many of Hildegard's paintings and was a strong supporter of her artwork. Memories of family always make her think of her art and her art always makes her think of her family. Our thought and prayers go out to Hildegard and her family.



Hildegard Stubbs

Jeff Brosbe in Two Shows

SDAG member Jeffrey R. Brosbe will join two other photographers for an exhibition called *Mind & Spirit* at the Front Porch Gallery, 2903 Carlsbad Blvd, Carlsbad, CA. The show opens on March 6, 2010 with a reception for the artists from noon - 3 p.m., and runs until April 24, 2010. More information is available at www.frontporchgallery.org or 760-795-6120.

He will also join 25 other artists who were juried into the Fine Art Festival VI at the San Diego Museum of Art's Copley Auditorium in Balboa Park from March 12-14, 2010. The opening night reception is from 5-8:30 p.m. Friday. Hours Saturday are 10 a.m. to 6 p.m. & Sunday from 11 am. To 5 p.m. The \$10 entry fee (\$20 Friday night but there will be hors d'oeuvres & live music as you stroll through the festival) includes a \$20 voucher towards the purchase of the art.

California Lifestyles by Rancho Santa Fe Art Guild

SDAG member Toni Williams will be part of the Rancho Santa Fe Art Walk: California Lifestyles. The art walk will be from 5:00 to 7:00 pm on Thursday March 4. The accompanying show runs from March 2 through May 1. For more information visit www.ranchosantafeartguild.org.

1st Annual Print Show, MAY 22 - JUNE 12

Gallery 97 at Rhino art Co. is accepting submissions for its First Annual Print Show.

This show is open to any handmade print from editions of 100 or less. Submitted prints will be accepted for the show by jury. All pieces must be for sale.

Gallery 97 will take a 20% commission from any sales. There will be a submission fee of \$10.00 for up to 3 pieces entered. Submissions can be by traditional means; photographs, slides, color xerox, etc., or can be submitted on disc. Application must fee accompany submission.
Emailed jpegs will not be considered.

1 "Best of Show" and 2 "Honorable Mention" Awards will be selected.

Entry deadline is 5:00 P.M., May 1, 2010. Successful entries will be announced by May 8, 2010.

Accepted art to be delivered, ready to hang by no latter than 5:00 P.M. Sat. May 22, 2010.

OPENING RECEPTION WILL BE SATURDAY, MAY 22, 7:00 P.M.

For additional questions, call Jack at 760-943-7440, or email me at: jackbquick@sbcglobal.net

Note: Computer generated, or altered prints will not be eligible. Accepted artists will be required to sign a release of liability form concerning the showing of their art.

Landscape & Wildlife Fundamentals Workshop

On June 5th and 6th there will be a 2 day workshop at San Elijo Lagoon on Landscape & Wildlife Fundamentals. The workshop will feature master wildlife artists Lee Kromschroeder and Gary Johnson. Class size is limited and costs \$300. For more information, please check out the SDAG [member news page](#) or contact Jerry Vande Berg at 858-245-9670.

Art in the Heart of Rancho Bernardo

Art in the Heart of Rancho Bernardo is a community outreach program created and organized by three female financial advisors with UBS Financial Services Inc. in the Rancho Bernardo office: Virginia Kuwahara, **SDAG member Sharon Ford**, and Juleane Spittler.

As a result of Sharon Ford's involvement with local art associations and Virginia's and Juleane's desire to create a community outreach program they joined forces to organize "Art in the Heart of Rancho Bernardo." The purpose of this program is to offer a venue for community get-togethers centered around the introduction of local talented artists. It is designed to promote the appreciation of visual arts while promoting local talent at a community gathering. All people attending the receptions are offered a free portfolio review or a Financial Plan by one of the three financial advisors, also.

Each reception is held on fourth Wednesday of the month from 4:30 to 6:30 pm at the UBS Rancho Bernardo Office located near the Rancho Bernardo Library. The public is welcome. Refreshments will be served. Admission is free. To receive information about Art in the Heart receptions contact Sharon Ford at 858-521-7008.

Fine Art Festival VI at James S. Copley Auditorium

Please join **SDAG member Chuck McPherson** for the ultimate weekend among the Finer Arts as the San Diego Museum of Art Artists Guild presents the Fine Art Festival VI on March 12-14, 2010 at the James S. Copley Auditorium, San Diego Museum of Art.

Twenty-six award-winning artists on display! Hundreds of artworks to choose from in several mediums.

Exhibition Information:

Friday, March 12

5 to 8:30pm

\$10 SDMA members, \$20 non-members

Saturday, March 13

10am to 6pm

Sunday, March 14

11am to 5pm

\$5 SDMA members, \$10 non-members

(Children under 15 free)



Chuck McPherson's Bells at High Noon

March is sure to be as great a month as February was for our guild and gallery. Enjoy and see you soon.

Sincerely,

Deborah Van Huis
Newsletter Chair

2/22

Feb 24

Hi All

My agenda items for 2/22/10 board meeting:

Banks Balance as of 1/31/10	\$53,142.16
Less liabilities	3,074.27
less amount du artist	3,200.00
cash reserve	\$46,867.89
Janurary sales OT 1	\$1,912.62
OT 2	2,593.24
Sales as of 2/20/10 OT 1	\$ 320.98
OT 2	2,280.64

Joanne Chambers
Treasurer

Thank you for your support!

There is one additional item that we need to address for the gallery. The floor displays need to be standardized and also need to showcase the art better. I have a proposal that will require additional funding approval from the board. I have made a sketch showing the general configuration of these displays that will be used for glass, pottery, ceramics, gourds, etc. The are larger than the cubicles that we currently use and generate more revenue than tables.

I am requesting additional expenditures of \$1500 to purchase these displays. They are shown on our layout as F5, F6, and F7.

I am also suggesting that we replace the table with the cloth cover with a desk. The desk is available at Staples or Office Depot.

Thanks,
Dave

Attached are Feb's 2010 Winners. I am sending only the small versions (800 pixels wide). There were two nice ones for the grouping of three, so take your pick. For the newsletter, please try and make the photos larger. Thanks.

Please let me know if you need anything larger. The text could read as follows:

February's Best of Show winner titled: "Solana Beach" was painted by artist, Toni Williams. Toni has been a professional artist and muralist for over 15 years. She is a member of the Rancho Santa Fe Art Guild, San Dieguito Art Guild, Oil Painters of America, California Art Club and the American Impressionists Society. Toni's work has been in the Randall M. Hasson Gallery in Santa Fe, New Mexico and the Cedros Village Fine Art Gallery. Her work is currently on display at the San Diego Historical Society's Gift Store in Balboa Park, the Rancho Santa Fe Gallery, the Off Track Gallery in Encinitas, and Ivanffy-Uhler Gallery in Carlsbad. A native of New York, Toni moved to San Diego in 1972 to finish her education at UCSD in La Jolla with a Bachelor's Degree in Visual Arts.

Pamela Linton won awards in two categories. Her large canvas titled: "Strength" won first place as a mixed media entry and her smaller canvas titled: "Kimono" won first place in acrylics. Other first place winners are Sue Kessinger for her oil painting titled: "Torrey Pines," E.G. Brennan for her photograph titled: "Bird on a Wire," and Diane Burch for her watercolor painting titled: "Family Business."

	Current Rates	Proposed Rates
Monthly Income		
Wall rent @ 30 spaces	1350	1500
Mini Wall Rent@ 6 spaces	90	120
Hanging Frames@ 4 units	60	80
Total Wall Income	1500	1700
Jewelry rent@15 spaces	375	450
Tower rent@ 8 units	360	400
Large Cube Rent@15 spaces	750	750
Total Floor Rent	1485	1600
Monthly Show	500	600
Commissions @5K per mo.	500	500
Total Rental Income	3985	4400
Monthly Expenses		
Gallery Rent	2816	2816
NNN	768	768
Promotions	46.08	46.08
Payment to Landlord	3630.08	3630.08
Utilities	250	250
Telephone	100	100
Maintenance	250	250
Insurance	50	50
Supplies	100	100
Other Expenses	750	750
Total Expenses	4380.08	4380.08
Profit/Loss	-395.08	19.92

Description	Budget	Cost	Paid
Major Construction			
KC Drywall	\$1,900.00	\$1,900.00	\$1,900.00
Wall Coverings	\$5,000.00	\$4,301.33	\$4,301.33
Mark Snyder Paper Hanger	\$1,500.00	\$1,500.00	\$1,500.00
Subtotal	\$8,400.00	\$7,701.33	\$7,701.33
Materials for In House			
Home Depot		\$75.96	
		\$19.38	
		\$101.01	
		\$12.41	
		\$6.46	
		\$21.11	
		\$22.21	
		\$24.64	
Ace Hardware		\$4.88	
		\$12.81	
		\$5.43	
		\$36.95	
		\$5.61	
		\$2.71	
		\$14.66	
		\$4.34	
		\$15.19	
Vista Paint		\$150.19	
Marshalls Hardware		\$5.13	
Coles Carpet		\$56.26	
Target (vacuum)		\$101.44	
BJ Rentals		\$56.82	
Subtotal	\$100.00	\$755.60	\$-
Displays			
Office Depot, Desk		\$244.60	
IKEA Base and Towers		\$152.25	
IKEA Base and Towers		\$543.66	\$543.66
Farkas Glass		\$368.45	
Farkas Glass		\$603.45	
Subtotal	\$2,000.00	\$1,912.41	\$543.66
Grand Total	\$10,500.00	\$10,369.34	\$8,244.99

**SDAG Board Meeting
Meeting Minutes
March 22, 2010**

Jim wanted Artists to be there to show their disapproval.

Officers Present:

Assistants:

Patricia Eldon
Joanne Chambers
Mary Beck
Grace Swanson

Officers Absent:

EllaBlanche

Salmi
Laura Lowenstein
Isabella Breasted

Bruce Stewart
Ricki Ungar
Cindy Gary
Judianne Shannon

Dianne Dudek
Deborah Van Huis

Dave Ombrello

Rita Cecil

Meeting Minutes: Recorded by Cindy Gary. Meeting Location: Calle Magdalena

Meeting called to order at 9:40.

A.Upcoming Dates:

March:

1. Monday, March 22, 9:30-noon, SDAG Board Meeting
2. Tuesday March 23 – Jury Committee Meeting

April:

1. Sunday April 18- New Member Reception Grace Swanson's house
2. Saturday April 24th –Grand Opening OTG2 5:00 to 8:00pm

B. President: Bruce Stewart

I. Old Business:

1. January Minutes:

- ☐ Joanne brought to the Board's attention that revised January minutes that were sent to members via email in February were never formally approved.
- ☐ **Motion** made to approve minutes by Cindy and seconded by Grace. Approved by a yes vote by all 7 members that were present.

II. New Business:

Request by Jim Gilliam

- ☐ Jim emailed Bruce asking SDAG members to attend a Board of Supervisors meeting (held at 8:45am tomorrow 3/23) at the County Administration Bldg. in San Diego. The budget for the Arts in San Diego has been cut and

C. Reports from Chairpersons:

Treasurers' Report: Joanne Chambers

Total bank balances: \$57,800.00 – as of Feb. 28th

Sales to date: OTG1 \$1700.00. OTG2 Sales of \$1500.00

Gallery One Closing:

- ☐ Joanne has turned off gas and transferred phone service.

Fundraising for Gallery 2:

- ☐ **Upgrade fund** – there have been five donors. We have received \$500.00. Donations are still being accepted until by 4/15. Donors that give money by that date will get name on the plaque

1. VP/Calendar Chair –Judianne Shannon:

- ☐ Judianne represented by Dave:

Gallery Hours and Staffing shifts:

- ☐ Hours will be M-F 10-5:30 Fri/Sat open until 8pm
- ☐ Weekdays will be staffed by 3 shifts during the weekdays. On weekends there will be double shifts. This new schedule will reduce the number of times that an Artist has to sit each month.
- ☐ Grace thought that people should sit more than once a month
- ☐ Bruce asked if we need to have the Board vote on the change of hours.
- ☐ **Motion** by Mary Beck to approve the new hours of operation as recommended by the Gallery Committee. Hours will be M-F 10-5:30 Fri/Sat open until 8pm Seconded by Grace.
- Vote:** Approved by all.

Chairperson Budget:

- ☐ Judianne requested that she be given a budget.
- ☐ Dave said to figure out how much she needs and submit.
- ☐ Bruce said that it important to track where expenses are coming from.
- ☐ Each Chair has a budget of \$200.00.

3. Membership Chair - Laura Lowenstein:

Directory - is now complete. Special thanks to Victoria for all of her help.

Laura will email updates in the future.

Membership total: 218 Members, with 5 new members. One of the is Danny Pendleberry.

New Member Social - Sunday April 18th 2-4pm at Grace Swanson's Home

Increase Membership fees - Isabella – Motion to raise membership fees from \$65.00 to \$75.00,

Gallery Committee Meeting Minutes
March 9, 2010

In attendance were Rita, Ricki, Ella, Judianne and Dave.

The following items were discussed:

1. The committee approved the picture hangers for use by the wall renters and Monthly Show. We agreed that if the brass plated hangers we not significantly more expensive we would use them. Dave will order 500 to have on hand when we start to move artists in. They are estimated to cost \$.08 each.
2. A discussion of receptions highlighted the following points:
 - a. One possibility for receptions would be for the Monthly Show.
 - b. When we had featured artists it brought in a little extra money, but not anywhere near what the receptions cost.
 - c. Receptions should cost less to put on and be more oriented towards the artwork rather than the food.
 - d. The committee recommends scheduling three receptions for now to enable us to give more thought to the long term plan for receptions. The three recommended dates are April 24, June 19 and August 21. That would essentially get us through the summer season.
3. We briefly looked at a copy of the handbook which was formatted in a book style (like the directory). We agreed to make a few changes to the MS section and print eight copies. One copy would be placed in each gallery so the rental artists would have the opportunity to comment prior to producing a final copy.
4. We need to emphasize to all staffers that they need to write in the log anything unusual that happens in the gallery and they should also notify the appropriate chair if they take art in or allow an artist to be an exception to the normal policy.
5. We should make sure we have enough tools available for hanging during rotations. This includes hammers, hangers, mat knife, screwdrivers, wire cutters, "D" rings and wire.
6. We should print and laminate wiring instructions to have on hand in the gallery to be used by all artists who submit work to be hung in the gallery.
7. Rotations will be scheduled to occur on the last Sunday of the month. Artists can begin at 5pm on Sunday and also rotate on the following Monday.
8. We will allocate the three existing pedestals for use in the Monthly Show in the event that artists submit floor art. The pedestals will be painted to match the color of the gallery trim. If in the future a different base is required request for funds will be made to purchase them.
9. A discussion of the jury procedure identified areas of concern. Rita and Ricki will develop a recommendation and present it at the jury committee meeting. Dave will schedule a jury committee meeting as soon as possible.
10. Ron Like was discussed, in particular his wording in his bio and his representation of his artwork as being sold on his website when the same piece is displayed in the gallery.
11. A color scheme submitted by Jacqueline Howard was approved. Dave will procure the paint.
12. It was agreed to hang the four window art frames above the floor art in the front of the gallery in such a manner as to enable them to be viewed through the upper windows and illuminated during the evening.
13. It was agreed that if an artist leaves their rental space for more than a year they will need to go through the jury process prior to being given any gallery rental space.
14. Rita suggested that we try floral art to improve the appearance of the gallery and enhance our presentation. After discussion it was agreed that we would give it a try. Rita will set up an experimental display with a floral artist and see how the idea works.
15. Labels for wall art will be business size cards with the information printed on by computer. Dave will find some labels in bulk.
16. It is recommended that our bio book be updated by artists and displayed in the gallery. We will temporarily use the pedestals that are in the gallery and locate once we move into the gallery.
17. We discussed the idea of getting help to arrange the art in the Monthly Show. Ricki feels confident that her crew is completely capable of arranging and hanging the art. If she needs help she will request it. Several members of the committee assisted Ricki in developing a strategy for take-in.

We ran out of time so the meeting was adjourned.
The meeting was adjourned.

Family from \$75 to \$85. Junior – from \$30 to \$40. Seconded by Ricki. **Vote:** unanimous
2nd Motion Early Bird Special – Motion to extend a discounted rate of \$10.00 if paid by 9/1/2010. Seconded by Cindy. This motion passes by a vote of 4 yes and 3 no.

2. **Publicity Chair –Grace Swanson:**

1. **“Try it you will like it”**- the event was a success; however, we did not make a lot of money from the event. We had \$1,000.00 grant, spent over 900.00 and made about \$200.00.
 - ☐ At next event we should offer a “scholarship” type of give away, suggested by Isabella.
 - ☐ Bruce asked: Should we hold this event again and ask the City for a grant?
 - ☐ Ricki asked about Encinitas Community Center as an venue..Answer –Center room is too small.

2. **Mothers Day**

- ☐ We have all of the houses for the Tour.
- ☐ Driving route is completed
- ☐ Docents is a problem, we still are in need of them.
- ☐ Booklet went to press.
- ☐ Bookmarks are in the works.
- ☐ Temporary flyers will be available for distribution in the Gallery.
- ☐ Ad in UT on the DEMA page. The ad will appear twice. Please cut out and save for Grace.

5. **VP Programs, Diane Dudek:**

6. **Offsite Chair- Patricia Eldon:**

Leucadia ArtWalk –

- ☐ Do we want to contribute \$250.00 to Leucadia Mainstreet Association in exchange for limited promotion (our name would appear in flyer and on poster) we would also get a \$10.00 discount for our members..
- ☐ This year’s ArtWalk will feature a Jury process .All work will be juried for the Artwalk by ArtWalk Committee.
- ☐ The space that we secured last year will be occupied by a wine grotto with only 10 spaces available.The Board decided that we do not need to lobby for this space so that are Artists can be grouped together.
- ☐ The Board decided that we do not need to be all together as a group of Artists.
- ☐ Event is scheduled to be held on August 30th – last Sunday of the month.

- ☐ Board will recommend to our Artists to submit their work directly to Paula Kirkpliani at the 101 offices and mention SDAG membership to be offered the \$10.00 discount.

Motion by Isabella, seconded by Ricki to pay the \$250.00 to Art Walk,voted yes by all.

Action Item:Grace will send new logo to Paula Kirpliani.

Solana Beach show:

- ☐ Patricia asked: How much should we charge if we get accepted for a show? Grace said 10 dollars that is what we have always charged.
- ☐ Patricia submitted 4 themes. Solana Beach said that beach was okay but was more enthusiastic about Torrey Pines or Lagoon.
- ☐ It has been a lot of work for Patricia. Mary Beck asked if this is worth it. Grace said that we have only sold one painting in all of the years that we have held the show.
- ☐ Members instructed Patricia to submit ideas and work and espouse a “wait and see” attitude from this point forward.

Other Off Site Opportunities:

- ☐ April 30 – deadline for Del Mar Fair.
- ☐ **Oncology Clinic –**
 - We have been given the opportunity to have another show at the Oncology Clinic, Two dates were suggested for the show:
 - February 2011 with 55 or 60 pieces or smaller show in November 2010.
 - Judianne thought that there was a lot of work put into this show and would not recommend doing this again.
 - Grace asked if a reception was part of the deal.
 - Board recommendation to Patricia to politely decline, explaining that we are very busy with OTG2.

7. **Gallery Chair- Dave Ombrello:**

Gallery Report:

1. **Wall and Floor Space:**

- ☐ All space is full with the exception of 3 spaces in large cases.
- ☐ There are 6 mini wall spaces and 4 window frames that are still being completed.

2. **Budget:**

- ☐ Proposing \$5.00 rent increase to cover expenses and allow us to be assured of “breaking even”.

- ☐ Mary Beck said that it is an admirable goal to break even, however; she believes that it is too soon to raise rental fees
- ☐ Dave replied that this is only an idea; it has not been vetted by the Gallery Committee or presented to the Board for a vote.

Gallery Accounting:

- ☐ Joanne said Dave's accounting for the Gallery did not include the money spent on receptions and advertising. Grace said that we use Membership fees to cover these expenses also the Mothers Day fund.
- ☐ Bruce asked Dave: What expenditures does your report address? Dave replied that only Gallery costs are covered.
- ☐ Dave stated that his goal to operate the Gallery with a positive cash flow

3. Sign:

- ☐ Discussion regarding Gallery Sign :
- ☐ There are sign size specifications in our lease. Our current sign from OTG1 does not meet these specifications.
- ☐ We could use our sign from OTG1 and wait for the Lumberyard to tell us to change it.
- ☐ Dave pointed out that over half of the stores in the Lumberyard do not comply with specifications
- ☐ Cost for a new sign \$400.00 including tax. The sign would be flat sign no border on Marine Gray plywood. Sign work would be done by "One Day Sign" shop next door to Roybertos and Yogurt Shop
"One Day Sign" shop has made most of the Lumberyard signs.

4. Regarding Signage: What is "our look?"

- ☐ Bruce- what is our brand, our logo? Do we like the Artists palette or swash?
- ☐ Discussion – Board Members expressed their opinions regarding how our current and future signage should appear.
- ☐ Q: Did we ever vote on this topic? A: No
- ☐ Dave has asked the Landlord to paint the outside of the Gallery and thinks that we should invest in a new sign.

5. Summary of signage discussion:

- ☐ Use current sign
- ☐ Create committee or have a contest for new sign (Joanne's idea)
- ☐ Wait for the Landlord to tell us to change our sign.
- ☐ **Motion by Laura** - Use our current sign, as temporary signage, and try to use our other sign on the wall, while we evaluate

our logo. Passes with a vote of 9 in favor

- ☐ Bruce will call a meeting to evaluate current signage/logo and decide if we need to change.

6. Gallery Handbook: Draft version will be presented for revisions and get finalized for training. Dave will send digital copies to members and will print copies for those who want a hard copy.

7. Jury Committee Meeting:

- ☐ Will be held tomorrow. Dave is hoping to improve the Jury process.
- ☐ The jury process is still cumbersome
- ☐ Dave hopes that meeting will help to improve current system.
- ☐ It is still required that an Artist be in the monthly show for 3 months before being to be "juried in".
- ☐ Bruce said that there has been a complaint from an Artist that we do not have a well rounded jury, that we are not that accepting of modern or "street artists".

8. Final Comments:

- ☐ Dave appreciates being offered the Lifetime Membership and thinks that we should extend a Lifetime Membership to Judianne Shannon. He offered to give his membership to Judianne.
- ☐ Motion by Cindy to offer a Lifetime Membership to Judianne and seconded by Isabella. Voted upon and approved by all.
- ☐ Laura would like to see an article in the Paint Rag to publically thank and recognize those who helped to secure OTG2 as our new home. The 3 people most deserving of thanks and praise are: Judianne, Ellablanche and Dave.

8. Floor Chair - Ellablanche Salmi

9. Ricki Ungar - Monthly show chair:

- ☐ **Take in** –will be held on 3/30 with a disclaimer on size, we are still determining what the walls can handle etc. This is a learning process, so for the time being we are not placing any restrictions on size.
- ☐ **Large pieces** –Accepted on a provisional basis as suggested by Bruce and Mary Beck. That is to say, let Artist know that their work may not be part of the show based upon space.

Monthly Show Awards –

- o Grace said that PR photos need to be taken the day that the Monthly show awards are given so that publicity pictures can sent out.
- o Grace said : "**I really only need the**

Best Of Show. I do need a people shot. The newspapers prefer that. They DON'T just want a shot of just the work."

- Mary Beck also needs photos for web publication.
- Request to Ricki- remind Lynn and Pam to get copies of pictures to Grace and Mary Beck early so that publicity can be sent out.

Ribbons on Wall –

- Bruce commented that there are too many ribbons on the walls.
- **Grace said that there could be a percentage set to award based upon the number of entries in the Monthly Show.. For example: if there are 100 entries, give ribbons to 5%**
- Ricki given the authority to decide how to distribute ribbons in future show.

11. Web – Mary Beck –

- Check out the Mothers Day webpage, it should be completed today.
- **PayPal** - We need a volunteer to setup a PayPal account for purchases on the web. Isabella volunteered to help setup this account so that we could use this secure method to handle the Mothers Day Sales.
- Grace raised questions about PayPal and fees associated with this service.
- Please let Mary know of any changes to that need to be made to the web.

Discussion regarding future Receptions:

- Deb. Henry would like to have one single table with food and wine.
- Bruce wants 2 tables, so that kids will not be at the same table as where alcohol is served.
- Judianne signed up 2 people for Reception Committee.
- Judianne proposed using cash desk for food and a wine desk in back then use Allison's desk for sales.
- Mary said that the show she went to in Laguna had a small table for food.
- Bruce said perhaps we serve our food on trays.
- We need a committee to work with Deborah on setup and execution of Grand Opening receptions.
- Laura likes what Dave suggested, that is to have planned reception dates throughout the summer.
- Bruce agreed that we need to have regularly scheduled receptions. Dates are now scheduled for every 2 months.

- Isabella said that once we are all in one Gallery, things will then improve.
- Bruce asked Ricki for her opinion about receptions. Ricki said that Monthly show participants like the idea of receptions.
- **Reception Schedule** - Motion by Mary Beck to follow the recommended schedule for holding receptions (made by the Gallery committee) for every 2 months April 24, June 19th and August 21 from 5- 8pm. Seconded by Judianne. Approved by a vote of 9 yes.

12. Isabella Breasted - Sunshine

13. Paint Rag- Deborah Van Huis:

- Deadline for submissions to the Paint Rag March 25th.

14. Rita Cecil –Wall Renter Chair

D. August 2009 Minutes will be amended.

The following information will be added as an addendum.

Motion to adjourn: _Isabella__ Motion moved to adjourn the meeting at 12:35. _Laura_____ seconded this motion.

Please review and send any additions and or corrections to Cindy Gary at cingary@yahoo.com

Gallery Report
March 22, 2010

1. **Gallery Expenses:** Attached is a summary of the expenditures made in upgrading and remodeling the gallery. We did not purchase the last floor display yet because the first four are not filled.
2. **Projected Income and Expenses:** Attached is a summary of the projected income and expenses to operate the gallery. It is based upon using every square inch of the gallery. As can be seen a rent increase is needed. The gallery committee will review and make a recommendation at the next board meeting.
3. **Gallery Committee Meeting:** The gallery committee meeting minutes are attached for your information.
4. **Gallery Handbook:** A final draft of the gallery handbook is attached. This has been edited and boiled down to minimize the size and repetition. It is my recommendation that we print a limited amount of copies so there is one for every Board Member and a few in the gallery. I anticipate there will be additional changes but we need it to prepare for training. I would like the Board to approve it's preliminary release on a limited basis. Ultimately every gallery renter should have a copy.
5. **Jury Committee:** Tomorrow the Jury Committee is meeting to review the way that we jury new renters and will make a recommendation to the Board.



OFF TRACK GALLERY

Paint Rag

San Dieguito Art Guild

Happy April

Not only are we celebrating the arrival of spring this month but we are celebrating our new and improved Off Track Gallery in the Lumberyard. I hope to see you all at our grand re-opening ceremony on Saturday April 24th. The Chamber of Commerce will be there at 5:00 for a ribbon cutting ceremony.

Please read on about all the other events and shows that our fellow members are participating in. And don't forget that our Annual Mother's Day Weekend Artists' Studio and Garden Tour is Mother's Day weekend, May 8th and 9th. Tickets are available at the gallery and online at our [website](http://www.offtrackgallery.com).

Annual Mother's Day Weekend Tour

Mother's Day Weekend, May 8 and 9, for more information visit www.offtrackgallery.com



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Article Headline

Quick Links

[Our Website](#)

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SDAG Calendar of Upcoming Events

April

- April 13, Tuesday **New Artist Jury Committee Meeting**
- April 18, Sunday, 1:30-4pm **Member Social at Grace Swanson's Home**
- April 24, Saturday, 5-8 pm **Grand Opening Reception at Off Track Gallery in Lumberyard**
- April 26, Monday, 9:30-Noon **Board of Directors Meeting**
- April 26, Monday, 5 pm **Paint Rag Deadline**
- April 27, Tuesday, 9:00-noon **Monthly Show Take In and Pick Up**
- April 30, Monday **Deadline for submittals for exhibits for Del Mar Fair**

May

- May 8 and 9, Saturday and Sunday, 10-4 **Annual Mother's Day Weekend Artists' Studio and Garden Tour**
- May 25, Monday, 9:30-Noon **SDAG Board Meeting**
- May 25, Monday, 5 pm **Paint Rag Deadline**

June

- June 10, Thursday **Art Demonstration**
- June 19, Friday, 5-8 pm **Artist Reception at Off Track Gallery**

August

- August 5, Thursday **Annual Membership Meeting and election of officers and Demonstration**
- August 10, Tuesday **Jurying Committee Meeting**
- August 21, Friday, 5-8 pm **Artist Reception at Off Track Gallery**

Environmental Painters Schedule

April 6 – Quail Gardens (or San Diego Botanical Gardens)

April 13 – Torrey Pines Extension,

April 20 and 27 – Torrey Pines Reserve (passes should be at the kiosk, if not, come on up to the visitors' center)

May 4 and 11 – San Elijo Lagoon, off Manchester, at the visitors' center.



March Monthly Show

Best of Show - Sandy Cox - Cajon Pass - Pencil



The San Dieguito Art Guild's March 2010 Best of Show winner is Sandra Cox for her large pencil drawing titled: "Cajon Pass." For Sandra, drawing has been a lifelong activity starting early in her childhood—living in Port, Washington and Huntington, New York. She graduated from Lasell College in Massachusetts with an Architectural Design degree and from the University of Arizona with an Art Education degree. She realized that she could paint great abstracts with acrylic paints, but could only get the fine details that she enjoyed rendering through pencil drawings. In Sandra's own words: "The black and white palette lets me focus on texture, value, and balance. The challenge of making them work is a fascination for me in each picture that I draw."

Watercolor

1st place - Eileen Brennan - Quiet Creek
2nd place - Adam Koltz - Schooner
3rd place - Janet Finney - Cactus Classic
HM - Anne Keefer - First Love

Oil

1st place - Toni Williams - San Diego County
2nd place - Nora Dewey - Ready for Jelly
3rd place - Sue Kessinger - Torrey Pines Hill
HM - Kate Whitley - Olivenhain Meeting House

Acrylic

1st place - Catherine Carlton - Misty Calm
2nd place - Scott Cooper - The Crosier Kid

Photography

1st place - Bruce Stewart - Pt. Loma Tidepools
2nd place - Joanne Heaviland - Lone Surfer
3rd place - Paul Richter - Reaching for the Light
HM - Stephen Bartram - SRF Garden Flower I

Other

1st place - Miki Oden - Bird on a Wire - MM
2nd place - Agnes Lochte - Dragonfly Adrift - Monoprint
3rd place - Judy Briggs - Covered Bridge - Graphite & Charcoal
HM - Janet Finney - Rosy Roses - MM

Text and photos for the March Monthly Show by Pamela Taylor Waldman

Monthly Shows at Off Track Gallery in Lumberyard

In order to accommodate all our monthly show entries, we may have to limit the number of pieces and size of some artwork per artist. This will be determined as space dictates and will be at the discretion of the hanging committee and monthly show chair.

Please pick up your artwork promptly. Artwork will not be stored after the pick up date. (The pick up date in April is Tuesday April 27th.

Thank you in advance for your patience and understanding.

— Ricki Ungar, Monthly Show Chair



Eileen Brennan with Quiet Creek

Teamwork Produces Results

It is well known that a team can produce more and better results than any individual. This is especially true as related to our Lumberyard Gallery. The gallery's new look is the result of a large team of people. The Gallery Committee expended endless hours planning and organizing the gallery in an effort to make the gallery look as good as possible and provide equitable opportunities for artists to display their artwork.

Many artists have also contributed to the new gallery in a variety of ways. It would take pages to describe each artist's contribution but I think that it is important that you know who they are so you can thank them when you see them. They are: **Alice Jean Dieffenbach, Mary Beck, Lynn Ely, Joan Grine, Ellablanche Salmi, Judianne Shannon, Jacqueline Howard, Paul Richter, Pamela Waldman, Kathy Chin, Grace Swanson, Wes Farmer, Katie Jablonski, Bruce Stewart, Roy Merritt, Yanina Cambareri, Joanne Heaviland, Julie Bubar, Patricia Eldon, Tia Ballentine, Ricki Ungar, Ellen Cramer, Phyllis Rothbart, Linda Melvin, Victoria Cendreda, Jackie Bissell, Scott Cooper, Carol Korfin, Rusty Loftin and Rita Hohweiler-Cecil.**

Special thanks go to the San Dieguito Art Guild Board who supported and funded this beautiful gallery. Without the savings of the Guild we would be homeless. Please make sure that the years of saving and scrimping are appreciated by honoring the Board. Take every opportunity to share in the display capabilities of the gallery. After all, it is YOUR gallery; make use of it by showing your cards, shrink wraps, and biographies. Enter the Monthly Show which is open to all mediums. Consider renting display space in the gallery and shop there when you need a unique and affordable gift or piece of art.

Dave Ombrello, Gallery Manager

SDAG's Mother's Day Weekend Hosts and Artists

SDAG's 2010 Mother's Day Weekend Artists' Studio and Garden Tour will feature many of our own fabulous artists at 9 beautiful homes. The homes are located through out Encinitas, Cardiff and southern Carlsbad. This is truly a wonderful event and is anticipated each spring by our fellow members, other artists and our entire community. The line up this year is (host artist shown in bold followed by the artist that will be at that location):

Charlene Bonney, Libbi Shorts, Pat Watkins

Darlene Katz, Delores Renner, Steve Klinsky, Carolina Van Leeuwen, Carol Korfin

Lindsay Duff, Rose Caputo, Joan Grine, Bruce Stewart

Manuelita Brown, Lynn Ely, Kevin McGinnis, Toni Williams

Nancy Lee, Michael Austin, Yanina Camareri, Regina Hurley, Julie Sauer

Donna and Rusty Loftin, Dot Dodds, Diane Dudek, Linda Melvin, Don Mohr, Dave Ombrello,

Bobbi Hirschhoff, Jackie Bissell, Kathy Chin, Deborrah Henry, Chuck McPherson, Rosemary Panther, Jane Spencer, Ellie Wagoner, Pam Linton, Judy Salinsky

Bryan Morse, Scott Cooper, Patricia Eldon, Jolee Pink, Wendi Steinman, Paul Richter

Carolyn Cope, Gaga Barnes, Grace Swanson, Terry Oshrin, E.G. Brennan, Cindy Gary

Annual Membership Dues Increased

During the March 22nd meeting the Board of Directors voted unanimously to raise annual SDAG membership fees by \$10 for each membership designation. The new annual fees will be:

Individual: \$75/year

Family: \$85/year

Junior: \$40/year

A \$10 discount will be given to members that renew their membership by September 1, 2010.

Thank You to our Mother's Day Weekend Volunteers

SDAG's Annual Mother's Day Weekend Artists' Studio and Garden Tour is a huge undertaking. And although there is still a lot of work to be done, this year we have many volunteers to thank for making this event possible:

E. G. Brennen wrote the descriptions for the host homes and gardens

Jane Spencer, Linda Melvin and **Joan Grine** are coordinating the docents

Mo Price placed guest artists at host homes

Dave Ombrello, Kathy Chin and **Cindy Gary** took photos of host homes

Grace Swanson and **Sharon Ford** are managing the public relations and marketing

Patricia Eldon and **Laverne Jones** are distributing posters

Joanne Chambers is preparing the ticket packets

Julie Sauer mapped the route to the host homes

Paul Richter is handling the signs

Sharon Ford is making name tags

Toni Williams got Pacifica del Mar as a sponsor for the event

Diane Dudek is arranging the pre-tour for the hosts and artists

Dena Austin Miller is sending out complimentary tickets

Dolores Renner is tracking the costs of the event

Cindy Gary and **Rita Shulak** will take photos the weekend of the tour

Yanina Cambareri will coordinate revenues the weekend of the tour

Toni Williams, Grace Swanson and **Terry Oshrin** will do the final accounting after the event



Thank You



Charity Begins at Home

We are entering the year with a new beginning and a wonderful chance to expand our community presence, continue to grow and improve our San Dieguito Art Guild and Off Track Gallery.

We signed a 5 year lease on the Off Track Gallery Two, as we know it. Our rent will be somewhat higher, and our space somewhat less. We have incurred renovation expenses to optimize the wall space for our splendid wall artists, and display expenses in order to house all of our 3 D artists in a positive manner. We are asking for donations to help offset the costs to purchase the necessary upgraded display cases, and toward the expense of creating new walls and surfacing for the wall artists. Any contribution toward these projects will be welcomed and appreciated. Contributors will be recognized on a plaque in the gallery. Please send your donation to:

SDAG Gallery Upgrade Fund
PO Box 235853
Encinitas, CA 92023

Honor Given to Judianne Shannon

In recognition of her tireless work and devotion to SDAG and Off Track Gallery, long time member Judianne Shannon has been awarded a Lifetime Membership. Judianne coordinates and manages the gallery staffing calendar each month, serves on the Board of Directors and is a member of the Gallery Committee.

Please join the Board of Directors in recognizing and thanking Judianne for all her contributions to our Guild.

Docents Needed for Mother's Day Tour

Volunteers are needed to serve as docents for our annual Mother's Day Tour coming up on May 8th & 9th. ***Docents are rewarded for their service with 2 free tickets to this wonderful event!***



Each docent is asked to serve as a docent at one of the host homes for one three hour shift. The shifts are from 10 to 1 and from 1 to 4 on both Saturday and Sunday. Speaking from my own experience last year as a docent, it was very enjoyable and a lot of fun to greet the visitors as they arrived at the host home.

Jane Spencer is coordinating the docents again this year. If you would like to serve as a docent for the Mother's Day Tour, please contact Jane at 619-889-1478

Thank you to those that have already committed to being docents:
Theresa Villaire, Deborah Van Huis, Hellen Cons, Sue Kissenger, Liz Johnstone, Judi Mezzullo,
Cynthia Baird, Katie Jablonski and Lanee Read,

Welcome New Members

Our newest SDAG members are:

Diann Abadie jewelry

Karen Fidel pottery

Malkanthi Gonzalez oil & water color

Margaret Parry jewelry (family membership with her husband Kevin McGinnis)

Danny Pendlebury Soravia painting sales

Robert Staton digital art & jewelry

We look forward to seeing your art on display and getting to know you at the gallery. Welcome!



Jurying Update

Our gallery has a new look which is intended to improve our image within the art community as well as draw more patrons into the gallery. We have new displays and a striking background for our wall artists which should improve the appearance of the displayed art. We hope that you like it and will want to show your art in the gallery. Eventually you may want to rent your own space within the gallery. I would like to update the procedure that will be used to select the display artists.

We are implementing a new procedure effective July 1, 2010. The first step will be to enter the Monthly Show. Every artist will be required to enter the Monthly Show at least three times prior to requesting a meeting with the Jury Committee. The Jury Committee will meet four times a year. If you want to have your art considered you must notify the jury committee chairperson (currently the gallery manager) at least one week prior to the jury date. If there is space available your appointment will be confirmed. The time and location will be communicated to the artist when the appointment is confirmed.

When you bring your art, we expect that you will bring your best art. Wall artists should bring four pieces which are framed and wired in a professional manner. Floor artists should bring enough of their art to demonstrate their proficiency in their medium. On the day of the jury meeting your art should be presented as you would within the gallery displays. Presentation is an important factor when considering artists.

The jury committee will meet on the following days in 2010 to evaluate potential renters: April 13, August 10, and November 9. The time and location will be communicated when the jury confirms your appointment. The April 13 meeting is open to all artists in all mediums without the Monthly Show requirement. After April 13 all artists desiring to become gallery renters will be required to enter the Monthly Show. Thank you for your cooperation and understanding.

Dave Ombrello, Jury Committee Chairperson

All Member Social on April 18

We have many new members that most of us have not yet met, so it's time for a get-together! Join us for an all members social on Sunday, April 18 from 1:30-4 pm at Grace Swanson's home in Leucadia.

Please bring one or two pieces of your art to share and tell us what inspires you to create. If you'd like to bring something to share such as a snack or beverage, that would be welcome. Spouses/friends are welcome to join us as well.

Anyone may just drop by but if you'd like to RSVP, email or call Laura Lowenstein at lloenstein@roadrunner.com or 760.753-3254. Parking will be in Grace's driveway or on the street. If you need directions, please let Laura Lowenstein know. We hope to see many of you on April 18th.

2010 SDAG Membership Directories Now Available

The new membership directory has been published! Please pick up your directory from the Lumberyard gallery storeroom. Look for the directory with your name on it. By picking your directory up, you'll save the guild the cost of postage and you can see our newly remodeled gallery. A big thanks to Victoria Cendreda for putting the directory together. She did a beautiful job. Nora Dewey and Susan Gumm helped with copy.

Gallery Hours and Staffing Shifts

The hours of operation at the refurbished gallery at the Lumberyard will be:

Sunday through Thursday, 10:00 am to 5:30 pm
Friday and Saturday, 10:00 am to 8:00 pm

On weekdays there will be three shifts to be staffed by SDAG artists. This new schedule will reduce the number of times that a gallery renter is required to staff the gallery to once per month. These hours of operation go into effect April 1, 2010.

If you have any questions, please contact Judianne Shannon.

Thank You for All Your Hard Work

The SDAG board would like to give special recognition to **Dave Ombrello, Judianne Shannon and Ellablancche Salmi** for the hours and hours they have put in the the last few weeks to get the gallery at the Lumberyard remodeled and looking so good.

Shrink Wraps Now By Eileen Brennan

Eileen Brennan is the "go to" person for your needs on shrink wrap. Questions regarding your shrink wrap needs can be discussed and answered by an email or phone call. Eileen can be reached at her email, egbrennanart@gmail.com or by phone at 760-576-7596.

Five Questions with Paul Richter

1. How long have you been a member of SDAG?
About two years.

2. Why did you join SDAG?

I had been "shooting pictures" off and on for a long time, just because I enjoyed it and enjoyed showing friends and family interesting things I had seen. A couple of years ago I decided to get more serious about photography and started looking for a place to exhibit some of my art and associate with other artists in all media to learn more and share ideas. I had some friends in Spanish Village and was preparing to get juried in there but got to thinking about what would really be entailed in living in Oceanside and working in Balboa Park. Not too appealing. I started looking into more local possibilities, and I liked the people I met at Off Track and the general atmosphere there, so I joined.



3. What's your favorite thing about SDAG?

SDAG members. A wide range of talents and personalities, and just an attitude toward their work and the gallery and one another that I enjoy being around.

4. Who's your hero and why?

Lots of people. Or maybe nobody. Basically I guess I just don't see things in terms of "heroes." I find no lack of things to admire or be inspired by, in big ways or small, in people everywhere from SDAG and my kids to, well, even here and there in Washington, but no particular individual stands out as a "hero."

5. What have you always wanted to try but haven't yet?

I plan to try some additional media sometime, though at this point I feel like I've hardly gotten started with photography, at least the more technical aspects of it. I have a hunch my approach to, say, painting would end up being thoroughly different from my approach to photography, but I don't know how. Should be interesting.

Paul helps out in a variety of ways in the gallery including helping with preparations for receptions. Thank you Paul!

SDAG History 25 Years Ago

SDAG History 25 Years Ago



Elsie Goss and Bonney Park

Where were we as a guild? We were located on Highway 101 behind the Corner Frame Shop. Our president was Elsie Goss who turned the gavel over to Bonney Park. Membership was about 100. Members still active from that year include: Joan Grine, Vilma Malmberg, and Patricia Watkins. Events included Monthly General Membership Meetings with a demo, a Spring Show in May, a Starving Artists Show in August and a Christmas Show in December.



1985 Spring Show: Margery Rupert, Hildegard Stubbs and Claudia Brown

Encinitas Street Faire, April 24 and 25

The Encinitas Street Faire is April 24 and 25. The guild will have a booth to promote the gallery and Mother's Day Tour.

Encinitas Street Faire, April 24 and 25

The Encinitas Street Faire is April 24 and 25. The guild will have a booth to promote the gallery and Mother's Day Tour.

If you would like to sell a limited amount of your artwork in the booth in exchange for staffing the booth for a few hours, please email Grace Swanson at swanson121@cox.net

Painting Picasso Featuring Catherine Carlton

On April 7 SDAG member Catherine Carlton will be one of the selected artists that will be painting in the lobby of the Lyceum Theater while a play about Picasso is being performed. Please come see the play and enjoy the artists create their version of a Picasso-like painting in 2 hours. The play has been called a "flamboyant and provocative new play" about a weekend with Pablo Picasso. Please take advantage of this rare opportunity to enjoy live theater on the stage with live painting in the lobby.



*A Weekend with
Pablo Picasso*

Paul Richter April Featured Artist at St. Tropez Bakery & Bistro

SDAG member Paul Richter will be the featured artist at St. Tropez Bakery & Bistro in April. St. Tropez is located in the Lumberyard. The featured work will include some of Paul's photographs of Arizona. Please take some time to enjoy Paul's work at St. Tropez Bakery & Bistro.



Photos by Paul Richter

Article Headline

Ivanffy-Uhler Gallery

Presents

Toni Williams: "En Plein Air"

An Exhibition of Recent Paintings



SDAG member Toni William's art will be featured in a solo exhibition now through May 23rd at Ivanffy-Uhler Gallery, 565 Grand Avenue in Carlsbad. For more information call 760-730-9166.

Morgan Janis Featured at Pannikin during May

SDAG member Morgan Janis will be showing her work at the Pannikin during the month of May. Please be sure to visit the Pannikin to enjoy some of Morgan's photography.

Jacqueline Lacey

We are sad to inform you that Jacqueline Lacey, longtime member SDAG passed away on March 5th surrounded by her calligraphic and artistic family. A memorial service was held on March 13th. Condolences may be sent to 858 Summersong Court, Encinitas CA 92024.

Oceanside Concerts in the Park

The City of Oceanside Parks and Recreation Division has teamed up with the Arts Commission to co-sponsor Concerts In The Park this summer. The first Concert will be at Buddy Todd Park on Saturday, July 10, 2010. It will be an all day family-friendly music and art festival. They are working on securing food booths as well.

Currently they are seeking vendors, art exhibitors and children's crafters to provide a wide variety of activities for the families that will attend the event on July 10th.

The main stage will have 5 local bands performing between 12noon-7pm. They are still looking for musicians who would like to play at picnic tables to get their name out to the public. You are welcome to sell CD's at this one time event.

For more information please call Phil Needleman (760) 812-0491 or Eileen Turk at (760) 435-5529.

The refurbished gallery at the Lumberyard looks great! This is the beginning of an exciting new chapter in our history as a guild. Looking forward to seeing you all at the gallery grand opening on April 24th.

Sincerely,

Deborah Van Huis
Newsletter Chair



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San Dieguito Art Guild | 500 Second Street | Encinitas | CA | 92024

THURSDAY | April 1, 2010 **9**

Offtrack Gallery -- The San Dieguito Art Guild presents an exhibit of members' work in its new location; an official grand opening is planned for April 23; gallery hours, 11 a.m. to 5 p.m. daily; The Lumberyard, Suite C-103, 937 South Coast Highway 101, Encinitas; 760-942-3636.

E2 FRIDAY | April 2, 2010

[W]

NORTH COUNTY TIMES

Mother's Day Weekend Artist Studio and Garden Tour: The San Dieguito Art Guild hosts its annual tour of nine North County coastal homes, gardens and artist studios from 10 a.m. to 4 p.m. May 8 and 9. At each stop on the self-guided tour, several artists will be exhibiting, including sculptor Manuelita Brown, Carolyn Cope, Charlene Bonney and more. Tickets are \$20 and can be purchased in advance, or beginning at 8:30 a.m. on each day of the tour, at the Off Track Gallery, 937 S. Coast Highway, Encinitas. Visit offtrackgallery.com or call 760-805-0434 for more.

Country Garden Tour of

10 THURSDAY | April 15, 2010

nctimes.com/entertainment

Offtrack Gallery -- The San Dieguito Art Guild presents an exhibit of members' work in its new location; an official grand opening is planned for April 23; gallery hours, 11 a.m. to 5 p.m. daily; The Lumberyard, Suite C-103, 937 South Coast Highway 101, Encinitas; 760-942-3636.

nctimes.com/entertainment

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**OFF TRACK
GALLERY**

San Dieguito Art Guild

16th Annual Mother's Day Weekend Artists' Studio & Garden Tour

Growing for 45 Years

Promotion Title



Mother's Day weekend 2010 marks San Dieguito Art Guild's 16th annual **Artists' Studio and Garden Tour**. Nine homes, notable for their award winning gardens and design, will be featured on the tour on **Saturday and Sunday, May 8 and 9 from 10 am to 4 pm**.

Tickets are only **\$20** each and are good for both days. A detailed map and souvenir booklet is included in the ticket price. Tickets may be purchased [online](#) now and at the Off Track Gallery in the Lumberyard Shopping Center. On the days of the

tour, tickets may be purchased at Off Track Gallery beginning at 8:30 am and at the host homes beginning at 10:00 am.

Each of the host homes will have several artists displaying artwork for sale, including paintings, prints, ceramics, glass, textiles, photography, gourds and jewelry. Host homes will also have refreshments and some will have musical entertainment. All of the homes on this self guided tour are in the North San Diego Coastal area and can be visited in a day. More information about the host homes and featured artists is available on our website, www.offtrackgallery.com.



***Turn in your ticket at the last home you visit
to win a gift \$100 gift certificate to Pacifica del
Mar***



Our thanks to our sponsors this year: Patricia Watkins, SDAG Life Member and Pacifica del Mar Restaurant.

Please join us for this wonderful annual event on Saturday and Sunday May 8 and 9. For more information, please visit our [website](#).

***San Dieguito Art Guild
Growing for 45 Years***

Other Articles in this Issue

- Educators Earn
Credits at School
Gardening

San Diego County 2010 Garden Tours

Listing compiled by Master Gardener Mary James

* - Master Gardeners will have an information booth at starred tours.



Garden on Artist Studio and Garden Tour. Photo courtesy of San Dieguito Art Guild

Artist Studio and Garden Tour

When: May 8-9, 10 a.m. to 4 p.m.

Cost: \$20

This annual Mother's Day weekend tour sponsored by the San Dieguito Art Guild will visit 8 artist studios and gardens in the Encinitas area. Host artists, members of the guild, will showcase their work and that of several guest artists. All of the art - ranging from prints and paintings to pottery and jewelry - will be for sale. Some stops also will feature entertainment. Proceeds benefit art departments in several area schools.

Tickets are available starting April 1 at the Off Track Gallery in the Lumberyard on Highway 101 in Encinitas. They also can be ordered online at www.offtrackgallery.com.
Information: www.offtrackgallery.com.

ENCINITAS

Art guild moves to new home

BY RUTH MARVIN WEBSTER*For the North County Times*

After nine locations since its beginning in 1965, the San Dieguito Art Guild may have finally found a permanent home.

The guild's Off Track Gallery at D and Second streets in downtown Encinitas has moved to a new space in the Lumberyard Shopping Center, just east of the St. Tropez Bakery and south of the center's clock tower.

Photographer Rita Hohweiler-Cecil said she couldn't be more pleased with the newly refurbished gallery space.

"It's location, location, location, isn't it?" Hohweiler-Cecil said last week as other artists put the final touches on their displays. "How much more beautiful could it be? (The space) speaks to Encinitas (and the city's artistic community). It's comfortable and quaint and just blocks from the beach."

Encinitas resident and jewelry maker Judianne Shannon said



Grace Swanson, right, arranges her gourd art while silversmith and lapidary artisan Jon Lovegren sets up his jewelry display late last month as the San Dieguito Art Guild moves into its new space at the Off Track Gallery in the Lumber Yard shopping center. JAMIE SCOTT LYTLE | jlytle@nctimes.com

the gallery opened in the Lumberyard before Christmas and that despite the recession, guild members' artwork has sold extremely well.

With summer approaching,

she said she anticipates the gallery will attract tourist dollars as well.

"The energy level of the

.....
See Guild, B5

Guild

Continued from Page B1

artists is great," Shannon said. "I think art people need art for their souls."

Shannon has been a guild member since the early 1990s and has held almost every board position in that time, she said.

She now is first vice president of the guild, which has about 215 members.

Guild member Grace Swanson, who paints with watercolors and acrylics, said sales have been brisk despite the weak economy.

"The recession didn't really affect us at all. We are able to keep prices affordable because we are an all-volunteer organization," Swanson said.

She has a display of her hand-painted gourds in the center of the gallery.

Swanson said that the nonprofit raises money to pay the monthly rent through membership fees,

"We are able to keep prices affordable because we are an all-volunteer organization."

GRACE SWANSON

San Dieguito Art Guild member

hanging fees, a 15 percent commission on sales and the guild's upcoming Mother's Day tour.

She said the guild has signed a five-year lease on the Lumberyard premises and members hope to stay there for many years to come.

Silversmith and lapidary artisan Jon Lovegren is a new to the guild.

As he set up a display of his jewelry at the gallery, he said it was an important move toward becoming a real artist.

"This is a huge step for me," Lovegren said. "I am an unemployed electronic engineer, but now I can call myself

an artist. I am very excited."

Lovegren said he started making silver jewelry from unusual stones such as sodalite, chalcedony, amazonite and bloodstone seven years ago but this is the first time he has put his work out for sale.

"I think this is a great location to sell art," he said of the gallery.

The new Off Track Gallery in the Lumberyard will hold a Chamber of Commerce ribbon-cutting and grand opening at 5 p.m. April 24. Refreshments will be served until 8 p.m.

For more information, visit the guild's Web site at www.offtrackgallery.com.

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ENCINITAS: San Dieguito Art Guild home at last

GROUP'S OFF TRACK GALLERY MOVES TO NEW LUMBERYARD LOCATION

[Story](#)[Discussion](#)Font Size: [-](#) [+](#)By Ruth Marvin Webster - for the North County Times | Posted: April 4, 2010 7:35 pm | [\(2\) Comments](#) | [Print](#)

Grace Swanson, right, arranges her gourd art while silversmith and lapidary artisan Jon Lovegren sets up his jewelry display late last month as the San Dieguito Art Guild moves into their new space at the Off Track Gallery in Encinitas's Lumber Yard shopping center. (Photo by Jamie Scott Lytle - Staff Photographer)

After nine locations since its beginning in 1965, the San Dieguito Art Guild may have finally found a permanent home.

The guild's Off Track Gallery at the corner of D and Second streets in downtown Encinitas has moved to a new space in the Lumberyard Shopping Center, just east of the St. Tropez Bakery and south of the center's clock tower.

Photographer Rita Hohweiler-Cecil said she couldn't be more pleased with the newly refurbished gallery space.

"It's location, location, location, isn't it?"

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Encinitas resident and jewelry maker Judianne Shannon said the gallery opened in the Lumberyard before Christmas and that despite the recession, guild members' artwork has sold extremely well.

With summer approaching, she said she anticipates the gallery will attract tourist dollars as well.

"The energy level of the artists is great," Shannon said. "I think art people need art for their souls."

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The new Off Track Gallery in the Lumberyard will hold a Chamber of Commerce ribbon-cutting and grand opening at 5 p.m. April 24. Refreshments will be served until 8 p.m.

For more information, visit the guild's Web site at www.offtrackgallery.com.

Artist Studio, Garden Tour set for Mother's Day Weekend

COAST CITIES — The San Diego Art Guild is offering its annual Mother's Day Weekend Artist Studio and Garden Tour. The tour will feature nine guild members' homes, gardens and art studios.

The tour chair this year is Terry Oshrin. Oshrin's mother, Gloria Daniels, was an active guild member from 1990 to 1999. After her mother passed away, Oshrin joined the guild to carry on her mother's legacy. Both women love bright colors and bold patterns.

The tour this year is dedicated to the memory of four guild members' mothers. Photos of those moms will be

featured on the front of a small booklet along with photos of the homes and of artists' artwork. This booklet will be given to ticket-holders as a memento of the tour.

This year the guild is celebrating 45 years of thriving and surviving. The guild was started in Del Mar by artist Sue Beere. After four different gallery locations in Del Mar the guild moved to Leucadia behind the Corner Frame Shop. A one-year lease on

Vulcan and then many years in the downstairs portion of the Pannikin Coffee House followed. From there the guild moved three more times. This month the guild signed a five-year lease with

the Lumberyard Shopping Center. Through the many moves and many member artists who have come and gone, the mission remains the same. "The San Diego Art Guild is an organization dedicated to furthering artistic understanding and fostering artistic growth of members and the community at large by promoting interest, education, knowledge and

skills in the visual arts."

The annual Mother's Day Tour will be held May 8 and May 9. The Off Track Gallery, located at 937 S. Coast Highway 101, Encinitas, Suite C103, behind St. Tropez, will open at 8:30 a.m. for ticket sales and the homes will be open from 10 a.m. to 4 p.m.

This is a self-guided tour of garden/studios. Tickets are

\$20. Tickets will also be sold online at www.OffTrackGallery.com. Tickets may also be purchased the day(s) of the tour. The Off Track Gallery is a showcase for a wide variety of artists of all levels and mediums.

Each home will feature several guest artists and will offer refreshments. Some

■ see Garden Tour on 16

Offtrack Gallery prepares for grand opening in new site

BY LINDA McINTOSH
Contributor

The San Dieguito Art Guild opened its first gallery on Highway 101 in Del Mar more than four decades ago. Since then, the nonprofit group of artists has grown to more than 200 members and has operated a gallery in nearly 10 locations from Del Mar to Encinitas. The guild will mark the grand opening of its newest location on April 24 at the Lumberyard Shopping Center in Encinitas.

The guild's Offtrack Gallery lost its space on Second and D streets in Encinitas when a dental company bought the building in March. The guild board then voted to sign a five-year lease at the Lumberyard mall, where it already had a second satellite gallery, in hopes that this might be a more permanent home for art exhibits.

"We are excited to be in this new gallery because we have found a permanent home. Moving from location to location takes a lot of time and energy," longtime member Grace Swanson said.

The guild has been on the move since its early days, said Swanson, who has traced the group's history and its numerous moves.

In 1965, Del Mar artist Sue Beere wanted to start an art group, so she called together friends and neighbors to a coffee at her home. They formed the San Dieguito Art Guild and elected Beere as the first president. Some of the founding members had considerable art training, and others had none. The group met in members' homes until a rental space was available. The first 100 members to join the new guild were



SDAG member Paul Richter hangs the final photo in the section of photographs taken by member Kathy Chin. GRACE SWANSON

designated charter members. These included Marjorie La Ray, Kirby Sumner, Lee Woods, Ann Knapton, Mayia L. Shortlidge, Ruth Roebuck and others.

The guild artists began showing their work on the lawn of the Old Del Mar Hotel. They raised enough money from the outdoor shows and commissions from dues and art sales to rent a small shop in downtown Del Mar, called the Blue Lantern, on Highway 101 next to the Chamber of Commerce. In 1966, the group moved into what is now the Del Mar Library, which it rented until 1969.

From there, the group moved into a tudor-style, three-story house known as the "Honeymoon Cottage" that was part of the Old Del Mar Hotel, and then into what is now the Del Mar Civic Center.

In 1975, the guild moved

to Leucadia in a building behind the Corner Frame Shop. Then after a year in a building on Vulcan, the guild moved in 1982 into the downstairs of the old train station in Leucadia where the Pannikin Coffee House was and took over the Offtrack Gallery.

The Offtrack Gallery name stuck with the group, even after it moved out of the train station into other locations in Encinitas.

Over the years, the gallery locations have changed, but the mission has remained the same: to showcase the work of local artists.

"We want to give emerging artists an opportunity to show their art," said Dave Ombrello, gallery manager. Ombrello was instrumental in securing the new lease and refurbishing the gallery with other volunteers. "The most exciting part of the new gallery is that the artists love

it," he added.

The 1,100-square-foot gallery has a contemporary look with an open ceiling and unique wall covering that makes a warm backdrop for the art.

The gallery bills itself as "The Biggest Little Gallery in San Diego," showcasing the work of more than 100 artists in a variety of media — from digital art and watercolor to sculpture and jewelry.

Member artists can display their work for an average of about \$45 a month depend-

If you go

- **What:** Grand opening of the Offtrack Gallery
- **When:** 5 to 8 p.m. April 24
- **Where:** Offtrack Gallery, Lumberyard Shopping Center, 937 S. Coast Highway 101, Encinitas
- **Hours:** 10 a.m. to 5:30 p.m. Sunday-Thursday and 10 a.m. to 8 p.m. Friday and Saturday
- **Contact:** (760) 942-3636, www.OffTrackGallery.com

16th Mother's Day Weekend Artists' Studio and Garden Tour

- **Who:** Hosted by the San Dieguito Art Guild
- **When:** 10 a.m. to 4 p.m. May 8-9
- **Where:** Self-guided tour of nine gardens/studios featuring guest artists
- **Tickets:** \$20 at Offtrack Gallery and www.offtrackgallery.com

ing on the size and type of exhibit. The commission charged on sales is 15 percent. Artists who show their work in the gallery take turns staffing it with volunteers.

"Many years of savings have allowed us to have this gallery now," Ombrello said.

The guild's income comes from four sources: annual dues, fees to display art, commissions on art sales, and proceeds from the annual fundraiser — the Mother's Day Weekend Artists' Studio

and Garden Tour. The guild received a small grant from the city of Encinitas to fund the "Try It, You'll Like It" workshop. Last month's workshop allowed participants to try three new mediums, including watercolor, fiber arts, photography, gourd art, jewelry and pastels. The guild continues to offer quarterly demos at the gallery, which are free to the public.

"Our goal is to keep the gallery in one location for a long time," Swanson said.

Tour offers glimpse of beautiful local homes, art

COAST CITIES — The San Dieguito Art Guild is offering its 16th annual Mother's Day Weekend Artist Studio and Garden Tour, featuring nine guild members' homes, gardens and art studios May 8 and May 9. The Off Track Gallery, 937 S. Coast Highway 101, Encinitas, Suite C-103, will open at 8:30 a.m. for ticket sales and the homes will be open from 10 a.m. to 4 p.m.

Tickets for the self-guided tour are \$20. Tickets will also be sold online at OffTrackGallery.com 10 days before the event. Tickets are also available at each home on the days of the tour.

Each home will feature several artists and will offer refreshments. Some homes will also have entertainment. All of the studio homes are in the North County coastal area so as to be easily accessible in a day.

Not only are the homes interesting and the gardens tended and lush, but most are homes of a working artist, including Charlene Bonney, Lindsay Duff, Darlene Katz, Rusty Loftin, Bobbi Hirschhoff



A BEAUTIFUL HOME The Carolyn Cope home, among those on display for the San Dieguito Art Guild Mother's Day Weekend Artist Studio and Garden Tour May 8 and May 9, has been transformed by the artistic hand and imagination its lifelong owner. The front of the stucco facade has a stenciled design done by a local artist, as well as the handcrafted walls of the butterfly room/patio where color is used profusely and comfort abides for a restful, playful experience. Walking through the home gives one a spectacular 180-degree view of the ocean and sky, with a calming and graceful Japanese garden, koi pond, towering bamboo, Wisteria vine covering, and a stone waterfall. *Courtesy photo*

and Manuelita Brown.

All of the art on display

will be for sale at prices directly from the artist and will

include paintings, prints, ceramics, sculpture, glass, tex-

tiles and jewelry.

The San Dieguito Art Guild has been a community organization since 1965. The guild is a showcase for a wide variety of artists of all levels and mediums. The tour is the San Dieguito Art Guild's major fundraiser for the year. The money taken in from the tour help off-set rent and other operating expenses for the Off Track Gallery. In addition a portion of the proceeds from this tour will be donated to several local high school's art departments.

Homes being shown in this year's tour include:

— The Bonney home is a quaint, cozy, charming life by the sea.

— Lindsay Duff's adobe-styled home has stone steps cut through southwest landscaping a hand-built glass mosaic domed pizza oven, and large barbecue with a lawn area filled sculptures and fountain.

— Manuelita Brown's home is tucked behind blossoming trees and features the

TURN TO HOMES ON B7

HOMES

CONTINUED FROM B3

workshop where she sculpts, surrounding by flowering and fruited trees, an organic vegetable garden and koi pond.

— The Cope home has a

front of the stucco facade has a stenciled design done by a local artist. Walking through the home gives a 180-degree view of the ocean and sky with a graceful Japanese garden.

— Bobbi Hirschhoff's home has two acres of inviting

sculptured gardens, a combination of rose gardens, vegetable beds, xeriscape and tropical landscaping. Hirschhoff does fused glass, jewelry, bronze and ceramic sculpture, and painting.

— Bryan Morse's home is a

sculpted patio and raised pool area, circles and curves on the fieldstone and lapis stonework is surrounded by a backdrop of southwestern and tropical growth.

— Donna and Rusty Loftin work as a team on their pottery business and caring for their home and gardens, both tropical and vegetable plantings.

— Darlene Katz's home sits atop a canyon, with a west-

ern view and Katz's oils exhibited in the upper halls. The large studio windows, framed by roses and fruit trees in bloom, offer a view of the canyon and Pacific.

— Nancy Lee's home has made use of warm woods, lovely furnishings and elegant arches with a view of the eastern mountains. Lee's art studio is an artfully converted garage, full of her works in progress and completed pieces.



City of Encinitas

April 13, 2010

San Dieguito Art Guild
P.O Box 235853
Encinitas, CA 92023

Dear San Dieguito Art Guild:

On behalf of the City Manager's Office, I would like to thank the San Dieguito Art Guild for the offer of complementary tickets for the upcoming Mother's Day Weekend Artist Studio & Garden Tour. City policy P034 prohibits City employees from acceptance of non-consumable personal gifts offered from individuals, firm or organizations who have occasion to do business, receive funding or potentially will seek official actions from the City. In conformance with this policy, I am returning the complementary tickets provided to the City Manager's Office.

Thank you for your understanding and the need to adhere to this policy.

Sincerely,

Richard Phillips
Assistant to the City Manager

Enclosures

c: CM

Art guild readies its Mother's Day event

COAST CITIES — The San Dieguito Art Guild is offering its annual Mother's Day Weekend Artist Studio and Garden Tour, with ticket sales at 8:30 a.m. and the homes will be open from 10 a.m. to 4 p.m., May 8 and May 9, leaving from the Off Track Gallery, 937 S. Coast Highway 101, Encinitas. The self-guided tour will feature nine guild members' homes, gardens and art studios.

This year's tour chairwoman is Terry Oshrin, who's mother, Gloria Daniels, was an active SDAG member for a decade and when she died, Oshrin joined the guild to carry on her mother's legacy.

The tour this year is dedicated to the memory of four of the SDAG members' mothers. Photos of those moms will be featured on the front of a

small booklet along with photos of the homes and of artists' artwork. This booklet will be given to ticket-holders as a memento of the tour.

This year the guild is celebrating 45 years of thriving and surviving. The guild was started in Del Mar by artist Sue Beere. After four different gallery locations in Del Mar, the guild moved to Leucadia behind the Corner Frame Shop, then a one-year lease on Vulcan and then many years in the downstairs portion of the Pannikin Coffee House followed. From there the guild moved three more times. This month the guild signed a 5-year lease with the Lumberyard Shopping Center. Through it all, the mission has remained

TURN TO **ART GUILD** ON B12

ART GUILD

CONTINUED FROM B9

the same — “dedicated to furthering artistic understanding and fostering artistic growth of members and the community at large by promoting interest, education, knowledge and skills in the visual arts.”

Tickets are \$20. Tickets will be sold at the Off Track Gallery, in the Lumberyard Shopping Center, and at

OffTrackGallery.com. Tickets may also be purchased the day(s) of the tour.

Each home will feature several guests artists and will offer refreshments. Some homes will also have entertainment. All of the studio homes are in coastal North County so as to be easily accessible in a day. All of the art on display will be for sale at prices directly from the artist to the public and will include paintings, prints, ceramics, sculpture, glass, textiles and jewelry. The artwork offered on this tour is all made by local artists. You

won't find anything mass-produced or imported.

The homes include a 2-acre showcase in Olivenhain, the home of Manuelita Brown (the artist who sculpted “Encinitas Child”), Carolyn Cope (second generation Encinitan and Encinitas Rotary Interact chairwoman), the home of Charlene Bonney (whose aunt Bonney Park was also a longtime guild member), the unassuming home of a gifted potter, and more.

A portion of the proceeds from this tour will be donated to a local school's art department.

THE COAST NEWS

APRIL 30, 2010



Mother's Day Weekend Artists' Studio & Garden Tour

Sat-Sun **May 8 & 9** 10 to 4

9 Homes + 40 Artists = A Great Tour

Tickets

Off Track Gallery

or on-line:

OffTrackGallery.com

OFF TRACK GALLERY

San Diego Art Guild, Est. 1964

Lumberyard Shopping Center, Suite C-103

760.942.3636

Open 8:30 days of tour

Annual Mother's Day Weekend Artist Studio and Garden Tour Off Track
2 Gallery, 947 S. Coast Highway Suite 103,
Encinitas; through May 9. (760) 942-3636.

The San Diego Union-Tribune | **NORTH COUNTY** | Saturday, April 17, 2010

The San Diego Union-Tribune | **NORTH COUNTY** | Thursday, April 22, 2010



**Mother's Day Weekend
Artists' Studio
& Garden Tour**

Sat & Sun
May 8 & 9

Tickets \$20
At Gallery or on-line
OffTrackGallery.com

OFF TRACK GALLERY
San Dieguito Art Guild, Est. 1965
Lumberyard Shopping Center, C-103 • ENCINITAS
760.942.3636 • Gallery open 8:30am both days of tour

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OFF TRACK GALLERY

Grand Opening

Official Ribbon Cutting Ceremony at 5PM



On April 24th, Saturday, from 5 pm to 8 pm the San Dieguito Art Guild will be celebrating the Grand Opening of their new location in the Lumberyard! The gallery has been painted, and redesigned. A variety of new and original artwork by local artist will be on display and for sale. Refreshments will be served.



The San Dieguito Art Guild has signed a 5-year lease with the Lumberyard Shopping Center for the Off Track Gallery. The building at their old location on Second and D where the Gallery has been for the past 2 years was sold and all the artists have moved to the Lumberyard location, which is located at 937 S. Coast Highway 101 behind Starbucks and St. Tropez.

Please join us for our Grand Opening Festivities on Saturday April 24th from 5 to 8 pm.



**Save
15%**

Please bring in this coupon for 15% all purchases made during the April 24th Grand Opening of Off Track Gallery.

Offer Expires: April 24, 2010

phone: 760-942-3636
www.offtrackgallery.com

Subject: Grand Opening of Off Track Gallery

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OFF TRACK GALLERY

Grand Opening

Saturday, April 24, 2010
5:00 - 8:00 pm
Off Track Gallery in
Lumberyard

Thank you for being one of the contributors that helped facilitate the upgrades to our beautiful gallery in the Lumberyard. In special recognition of your contribution you are invited to the Gallery Grand Opening on Saturday April 24th. Please join us at 5:00 pm for the Chamber of Commerce Ribbon Cutting and Donor Plaque Dedication Ceremony.

San Dieguito Art Guild
Lumberyard, Suite C-103
South Coast Highway 101
Encinitas, California 92024
760-942-3636

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