

SUBLEASE AGREEMENT

1 THIS SUBLEASE, made and entered into this 1st day of April,
2 1956, by and between the San Diego Lumber Company, a Corporation,
3 hereinafter called the Sublessor, and Arthur DeFever, Marine
4 Surveyor, hereinafter called the Sublessee,

W I T N E S S E T H:

6 WHEREAS, the City of San Diego, a municipal corporation,
7 acting by and through the Harbor Commission of said City, as
8 Lessor, and the Sublessor, entered into a lease dated the 1st
9 day of August, 1954, which lease is on file in the office of
10 the City Clerk of said City, and

11 WHEREAS, the parties hereto are desirous of entering into
12 a sublease of the premises covering that portion of the premises
13 described in said principal lease;

14 NOW, THEREFORE, IT IS AGREED as follows:

15 Sublessor does hereby sublease to the Sublessee for the
16 term and upon the conditions hereinafter set forth, those
17 premises more particularly described as follows:

18 Room No. 16 situated on the ground floor of a two-story
19 structural steel and corrugated iron office building located
20 at 701 East Harbor Drive, San Diego, California, excluding the
21 10x20 vault and access thereto.

22 The term of this Sublease shall be for two years, commencing
23 on the 1st day of April, 1956, unless sooner terminated as
24 herein provided.

25 As and for the rental and for and in consideration of the
26 subleasing aforesaid, Sublessee agrees to pay to the Sublessor
27 on or before the fifth day of each and every month the sum of
28 One Hundred and Ten (\$110.00) Dollars per month in advance.

29 Sublessee agrees that the subleased premises shall be used
30 only and exclusively for general office work, *and as Drafting and Engineering* and for no other
31 purpose whatsoever without the consent of the Sublessor and
32 the Harbor Commission, evidenced by resolution first had and

0370

1 obtained.

2 Sublessor agrees to pay electricity, gas, water and heat.
3 Also, Sublessor agrees to keep building toilet facilities in
4 good repair and in sanitary condition. Janitor services are
5 not included under the terms of this sublease for Sublessee's
6 office space. Sublessor agrees to provide janitor service for
7 toilet rooms, main entrance, hallways, etc., except for Sub-
8 lessee's office space.

9 Sublessor agrees to provide necessary space around office
10 building to insure parking space for two automobiles. Sub-
11 lessee agrees to hold Sublessor free and clear of liability
12 for any damages through collision, fire, or theft or personal
13 liability due to use of this parking privilege.

14 It is mutually agreed that the Lessor, its agents, officers
15 and employees, and the Sublessor shall be held by the Sublessee
16 free and harmless from and indemnified against any liability
17 pertaining to or arising out of the use and occupancy of the
18 subleased premises by Sublessee, and any costs or expenses
19 incurred on account of any claim therefor.

20 Sublessee agrees to be bound by all terms and conditions
21 of said principal lease between the City of San Diego and the
22 Sublessor insofar as the same applies to property described
23 by this sublease.

24 It is mutually agreed that this sublease may be terminated
25 by mutual agreement of the parties hereto, or by either one
26 of the parties upon giving thirty (30) days' written notice
27 of such termination.

28 Sublessee agrees at the expiration or earlier termination
29 of this sublease that Sublessee will peacefully quit and
30 surrender the premises in as good order and condition as
31 reasonable use and wear thereof will permit.

32 WITNESSETH our signatures this 17th day of

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

February, 1956.

SAN DIEGO LUMBER COMPANY, Sublessor

By _____
President

By _____
Secretary

ARTHUR DE FEVER, Sublessee:

By _____

I HEREBY APPROVE The form and
legality of the foregoing Lease
this ____ day of _____, 195____
J. F. Lurschl, City Attorney

By _____
Deputy City Attorney

San Diego Lumber Company and Arthur De Fever
Copy of Purchase Agreement between

DOCUMENT NO. _____
FILED _____
MAR 6 - 1956
SAN DIEGO, CALIFORNIA
OFFICE OF THE CITY CLERK

25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4
3
2
1

DOCUMENT NO. 530947

FILED MAR 6 - 1956
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

Copy of Sublease Agreement between
San Diego Lumber Company and Arthur DeFever

BA _____
Deputy City Attorney

I, ARTHUR DE FEVER, City Attorney
this _____ day of _____, 1956
Testify of the foregoing lease
I HEREBY APPROVE the form and

BA _____

ARTHUR DE FEVER, Supplessor:

BA _____
Secretary

BA _____
President

Arthur DeFever
SAN DIEGO LUMBER COMPANY, Supplessor
1956.