

Q. M. C. Form No. 101.
Authorized April 23, 1913, amended February 26, 1916.

LEASE.

481
Chick's Springs, S.C.

LESSOR GREENVILLE CHAMBER OF COMMERCE OF GREENVILLE, SOUTH CAROLINA.
H.J. GALLAGHER,
 CONTRACTING OFFICER LIEUT. COL., Q.M. CORPS, QUARTERMASTER AT CHARLESTON, S.C.
1900 ACRES OF LAND, MORE OR LESS, CHICK SPRINGS TOWNSHIP
PREMISES IN GREENVILLE COUNTY, SOUTH CAROLINA

TO BE OCCUPIED BY U.S. TROOPS AS TRAINING GROUNDS

RENTAL PER ^{ANNUUM} ~~MONTH~~ \$1.00 APPROPRIATION BARRACKS & QUARTERS 1918.

DATE OF LEASE July 7, 1917 DATE EFFECTIVE July 7, 1917 DATE EXPIRES June 30, 1918.

THE AUTHORITY FOR THIS LEASE IS TELEGRAM NO. 42, W.D., A.G.O., JUNE 27, 1917.

THESE ARTICLES OF AGREEMENT, Entered into this seventh day of July, 1917, between H.J. GALLAGHER, LIEUT. COL., Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and GREENVILLE CHAMBER OF COMMERCE (~~a corporation existing under the laws of the State of~~), of Greenville, in the County of Greenville, and State of South Carolina (hereinafter designated as lessor), of the second part, WITNESS:

That the said parties do hereby mutually covenant and agree to and with each other as follows:

1. That the said lessor shall, and by these presents does hereby lease, demise, and let to the lessee the following-described premises, to have and to hold the same with their appurtenances, unto the lessee, for the term beginning with July 5th, 1917, and ending with June 30th, 1918, at the rate per ~~month~~ ^{annum} and under the conditions named below, viz:

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For rental of a certain tract of land containing ONE THOUSAND NINE HUNDRED (1900) ACRES, more or less, located in Chick Springs Township, County of Greenville and State of South Carolina, as shown on plat hereto attached, together with the entire use and control of all buildings, waterways and improvements thereon, EXCEPT: A POWDER MAGAZINE NOW OCCUPIED AND LEASED BY THE AETNA EXPLOSIVES COMPANY INC., (WHICH LEASE EXPIRES DECEMBER 31, 1917, AT WHICH DATE THE USE AND CONTROL THEREOF WILL REVERT TO THE LESSEE UNDER THE TERMS OF THIS LEASE), AND TWO PUBLIC SCHOOL BUILDINGS LOCATED ON THE AFORESAID TRACT-- BOUNDARIES AND LOCATIONS OF WHICH ARE NOTED ON THE PLAT HERETO ATTACHED, with the further right on the part of the Lessee to cut, use and remove all brushwood, saplings or trees thereon, by paying to the owner of the land a compensation to be based on the market price of the brushwood, saplings or trees, and the further part on the right of the Lessee to work, grade, ditch or drain any part of the aforesaid tract of land, and to erect or construct thereon such buildings, waterways, sewer systems, roads, etc., and to remove, alter or raise any or all buildings and improvements on the aforesaid tract, EXCLUSIVE OF THE ABOVE NOTED BOUNDARY EXCEPTIONS, as may be deemed necessary for the Government's interest by paying to the owner of the land the value of damages to said buildings, improvements or property.

All damages to crops prior to January 1, 1918, brought about through the making of this lease shall be paid for by the Lessee.

The amount of damages to be paid in any or all of the aforesaid cases shall be arrived at by agreement between owner and the Lessee, or a duly authorized agent of the Government, and if they fail to agree, they shall select a third arbitrator and the decision of any two shall be final, this plan of settlement to decide the extent of damages which may arise from the aforesaid causes during the entire period of this lease, or any renewal thereof.

The Lessor agrees to construct a public highway from the City of Greenville, State of South Carolina, to the said Camp Site, so that there will be a twenty four (24) foot concrete road, except in such sections where there are two (2) sixteen (16) foot concrete roads; the Lessor further agrees to improve the roadways to the Maneuver Grounds and Artillery Range, by the construction of top soil roads where necessary to give a continuous roadway from the Camp Site, provided the Artillery Range is not more than twenty two (22) miles from the Camp Site.

The aforesaid land and buildings to be used as a Camp Site and Training Grounds, or Cantonment, for United States Troops.

For rental of the aforesaid premises and in consideration of the conditions pertaining thereto, the Lessor shall be paid the sum of One Dollar (\$1.00) per annum.

2. That the said lessor will warrant and defend to the lessee, its officers and agents, the quiet and peaceable possession and occupancy of the aforesaid premises, and in case of any disturbance, by suit or otherwise, will defend the same free of charge to the Government in or before the proper State or United States courts.

3. That ~~the said lessor shall keep the premises in good repair to the satisfaction of the Government officer in charge, but~~ all buildings and other improvements fixed to or erected or placed in or upon the said premises by the lessee shall be and remain the exclusive property of the lessee, provided, however, that the same, unless sold or otherwise disposed of, shall be removed by the lessee ~~within when~~ _____ days after the said premises are vacated under this lease.

4. That for and in consideration of the faithful performance of the stipulations of this agreement, the lessee shall pay to the said lessor or agent the sum or sums stated in Article 1 hereof. Payment shall be made at the end of each calendar month, or as soon thereafter as is practicable, at the office of the contracting officer or by a disbursing officer designated, in the funds furnished for the purpose by the Government. Should the premises be relinquished before the close of the monthly period, the rental for the last period shall be only the pro rata part of the monthly rental, depending upon the time of occupancy.

5. That it is expressly agreed and understood that this lease shall be noneffective until an appropriation adequate to its fulfillment is granted by Congress and is available, except in so far as is necessary to provide for the necessities of the service as authorized by section 3732 of the Revised Statutes of the United States. However, in order to provide for the necessities of the service as authorized by said section, it is agreed that the premises specified herein, so far as authorized by said section, shall be occupied by the lessee as contemplated by this lease, and that payment of the rental shall be made as soon as is practicable after funds are appropriated and are available.

6. That no Member of or Delegate to Congress, or Resident Commissioner, nor any person belonging to or employed in the military service of the United States, is, or shall be admitted to any share or part of this contract, or to any benefit which may arise herefrom, but, under the provisions of section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109), this stipulation, so far as it relates to Members of or Delegates to Congress, or Resident Commissioners, shall not extend, or be construed to extend, to any contract made with an incorporated company for its general benefit.

7. That the lessor hereby stipulates that no part of the money received as rental will be given to the occupant of the above-described premises, or to the person for whose benefit or use they were hired, or to anyone for him, nor will any rebate be given on said rental for the benefit of any such person.

8. That the lessee reserves the right to quit, relinquish and give up the said premises at any time within the period for which this lease is made or may be renewed, by giving to the said lessor or agent thirty (30) days' notice in writing. **on or before May 31, 1920.**

9. That, at the option of the lessee, this lease, with all its covenants and agreements, may be renewed yearly as often as the needs of the public service may require, so as to give the lessee continuous possession of the premises, not extending, however, beyond June 30, 1920, but no renewal shall be made to include more than one fiscal year. **On and after July 1, 1920, the Lessor will continue to lease to**

the Lessee any or all of the tracts of land covered by this lease at actual cost to the Lessor, in accordance with the terms of the various leases to be executed under options now on file in Register of Mesne Conveyance Office of Greenville County, State of South Carolina, under which this tract of land is leased by the Lessor.

Word "Annum" substituted for "month" line 12, Art. 1 - All of line 1 except word "that" and first three words line 2, and words "within days after" stricken out, and insertion of word "when" line 4, Art. 3 - and words "on or before May 31, 1920" added to line 3, Art. 8, before execution of this lease.

IN WITNESS WHEREOF the parties aforesaid have hereunto placed their hands the date first hereinbefore written. The officer of the United States whose name is signed below certifies that the rate stated in this lease is not in excess of the commercial rental value of the premises named and that said rate is the amount to be actually paid to the lessor for their own use, and that there are no public buildings, quarters, or grounds available for use as specified in this lease, and that the rate stipulated in this lease is a fair rental value of reasonably good premises suitable for the purposes stated herein in the locality where situated.

Witnesses:

A. Burger as to *H. J. Galloway*
Lieut.-Col., Quartermaster Corps, U. S. Army.

as to GREENVILLE CHAMBER OF COMMERCE

W. Steen as to BY *W. C. [Signature]*

Aug. Lutger as to *W. C. [Signature]*

(Executed in triplicate.)

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