

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

LEASE.

LESSOR J. D. Smith,

CONTRACTING OFFICER E. A. Brown, Major QUARTERMASTER AT Camp Sevier Paris, S.C.
2mc USA

PREMISES Near Cleveland, Cleveland Township Greenville Co., S.C.

TO BE OCCUPIED BY United States AS Artillery Target Range

ANNUM

RENTAL PER MONTH \$300.00 APPROPRIATION S. G. & R. 1917-18

DATE OF LEASE Nov. 1, 1917 DATE EFFECTIVE Nov. 1, 1917 DATE EXPIRES June 30, 1918

THE AUTHORITY FOR THIS LEASE IS Tel. Adj. Gen'l. Oct. 23, 1917.

THESE ARTICLES OF AGREEMENT, Entered into this 10th day of April, 1918, between E. A. Brown, Major, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and J. D. Smith, ~~(a corporation existing under the laws of the State of _____)~~, of South Carolina, 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 Nov. 1, 1917, and ending with June 30, 1918, at the ~~rate per month and under the conditions named below, viz:~~

except it is further agreed, that in case this lease is extended to cover any fiscal year beyond June 30th, 1918, that the total annual rental for that fiscal year shall not exceed the total amount of said rental from January 1st, 1918, to June 30th, 1918, and that inasmuch as said land is valueless to the lessor except for agricultural purposes that said lessee shall have the right to full use and occupation, as such, upon lessee's election and free of any further cost from June 30th, 1918, to December 31st, 1918: Provided, that the lessee, having extended this lease beyond the end of any fiscal year, for the next succeeding fiscal year, shall, if this lease be vacated on or before December 31st, of said fiscal year, pay no rental whatever, but, if this lease be not vacated before January 1st of said fiscal year, pay the entire amount of the rental agreed upon above for the whole fiscal year. Said lease is hereby made upon the following terms and conditions:

(a) The property leased is all that certain tract or parcel of land lying and being in Cleveland Township, Greenville County, State of South Carolina, consisting of six hundred acres, more or less, and generally known as Smith Place, and bounded as follows: Johnson Est. Cantrell Est. W.G. Sirrine, Cooper, Henry Cantrell, Saluda River Lumber Co.

(b) For rental of the above tract of land, together with the entire use and control of all buildings, waterways, and improvements thereon, 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 seventy five cents (\$ 75) per cord for said saplings or trees; and the further right on the part 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, target pits, intrenchments, firing pits, waterways, roads, etc., and to remove, alter or raze any or all buildings and improvements on the aforesaid tract 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, settlement to be made on or before the termination of this lease, at the option of the lessee. This lease, however, is subject to the timber rights of the Saluda River Lumber Co., as evidenced by their deed of record.

(c) For the rental of the aforesaid premises the lessor shall be paid the sum of fifty dollars (\$50.00) at the time of, and in consideration of the execution of this lease and in full settlement of rent due for the months of November and December, 1917; and a yearly rental of three hundred dollars (\$300.00) payable on or before June 30th, 1918, to cover, under the conditions aforesaid, rent from January 1st, 1918, to June 30th, 1918, and any renewals hereof shall be for the total annual rental of three hundred dollars (\$ 300.00), payable on or before June 30th of each year.

(d) The amount of damages to be paid in any or all of the aforesaid cases, shall be arrived at by agreement between lessor and lessee or a duly authorized agent of the Government, if they fail to agree, all damages as herein contemplated, shall be assessed and finally determined by the arbitration of a board, consisting of three members to be selected as follows: one (1) to be named by the lessee, one (1) by the lessor, and one (1) by the Chamber of Commerce, City of Greenville, Greenville, South Carolina, the agreement and decision of any two of said board 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.

(e) It is hereby mutually agreed and understood that said land is to be used for target ranges, and said lessee shall have the right to do all things necessary or consistent with the carrying out of said purposes as shall be determined by the said lessee and that the damage to land hereinabove agreed to be paid for shall not be such damage as is usual or incident to the use and occupation of land by troops, but shall be for special damage to land such as deep intrenchments, excavations, target pits, erection of firing points and other such items of real and permanent damage to the freehold.

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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, 1922.~~

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, 1922, but no renewal shall be made to include more than one fiscal year.

Word "month" changed to "annum", line five of Introduction.

Line five, Articles of Agreement, deleted.

"at the rate per month and under the conditions named below, viz:", line 3 and 4, Par. 1, Articles of Agreement, deleted.

"the said lessor shall keep the premises in good repair to the satisfaction of the Government Officer in charge, but", and words "within" and "days after", Par. 3, Articles of Agreement, deleted.

~~That part of par. 4, line 2 beginning with the word "payment" and lines 3, 4, 5, and 6 deleted before signing.~~

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 his 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:

Harry T. Litts
2nd Lt 2nd Reg

as to

Earl Brown
Major Quartermaster Corps, U. S. Army.

H. R. Collins
1st Lt 2nd Reg

as to

B. H. Smith

as to

as to

9-11-15 MK

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Camp Senier