

LEASE.

LESSOR THE CITY OF SPARTANBURG

CONTRACTING OFFICER LT. COL. K. J. HAMPTON QUARTERMASTER AT CHARLESTON, S.C.

PREMISES 1358.84 ACRES NEAR SPARTANBURG, SOUTH CAROLINA

TO BE OCCUPIED BY UNITED STATES AS CAMP SITE, U. S. TROOPS
ANNUM

RENTAL PER ~~MONTH~~ \$1.00 APPROPRIATION BAND Q 1918

DATE OF LEASE Jan. 24, 1918 DATE EFFECTIVE AUG. 15, 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 24th day of January, 1918, between Lieut. Colonel K. J. Hampton, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and The City of Spartanburg (a municipal corporation existing under the laws of the State of South Carolina), of Spartanburg, in the County of Spartanburg, 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 August 15, 1917, and ending with June 30, 1918, at the rate per ~~month~~ annum and under the conditions named below, viz:

Fifteen (15) certain tracts of land in Spartanburg County, State of South Carolina, containing 1358.84 Acres, more or less, as shown on the plat hereto attached, made by Beebe & Tull, Engineers, August, 1917, indicated and described as follows:

<u>First Tract:</u>	<u>Dr. J. F. Cleveland, land, containing</u>	<u>385.23</u>	<u>A</u>
<u>Second Tract:</u>	<u>Bomar and Carlisle, land, containing</u>	<u>113.76</u>	<u>"</u>
<u>Third Tract:</u>	<u>H. L. Bomar, land, containing</u>	<u>14.94</u>	<u>"</u>
<u>Fourth Tract:</u>	<u>J. H. Shores, land, containing</u>	<u>2.93</u>	<u>"</u>
<u>Fifth Tract:</u>	<u>Mrs. Frank Hodges, land, containing</u>	<u>630.90</u>	<u>"</u>
<u>Sixth Tract:</u>	<u>Mrs. Hadden, land, containing</u>	<u>11.02</u>	<u>"</u>
<u>Seventh Tract:</u>	<u>Steadman land, containing</u>	<u>16.90</u>	<u>"</u>
<u>Eighth Tract:</u>	<u>Lanford land, containing</u>	<u>7.59</u>	<u>"</u>
<u>Ninth Tract:</u>	<u>J. F. Cleveland (Rogers Tract) containing</u>	<u>14.47</u>	<u>"</u>
<u>Tenth Tract:</u>	<u>Nettie Ferguson, land, containing</u>	<u>3.52</u>	<u>"</u>
<u>Eleventh Tract:</u>	<u>Robert Knuckles, land containing</u>	<u>3.48</u>	<u>"</u>
<u>Twelfth Tract:</u>	<u>Phifer & Sease tract, containing</u>	<u>32.06</u>	<u>"</u>
<u>Thirteenth Tract:</u>	<u>J. J. Gentry land, containing</u>	<u>27.41</u>	<u>"</u>
<u>Fourteenth Tract:</u>	<u>John Woodward land, containing</u>	<u>70.73</u>	<u>"</u>
<u>Fifteenth Tract:</u>	<u>R. B. Cleveland land, containing</u>	<u>23.90</u>	<u>"</u>
		<u>1358.84</u>	<u>"</u>

It is understood and agreed that all damages to growing crops on tracts one (1), two (2), three (3), four (4), five (5), six (6) and fifteen (15), caused by the occupation of said premises by the government, shall be paid the owners by the City of Spartanburg; and that all damages to growing crops on tracts seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13) and fourteen (14) caused by the occupation of the said premises by the government, shall be paid by the government.

The lessee shall have 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 a compensation to be based on the market price of the brushwood, 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, waterways, sewer systems, roads, etc., and to remove, alter, or raise any or all buildings and improvements on the aforesaid tract

481 Spartanburg S.C.

TERMS OF LEASE Jan. 24, 1918 DATE EFFECTIVE AUG. 15, 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 24th day of January, 1918, between Lieut. Colonel K. J. Hampton, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, The City of Spartanburg, a municipal corporation existing under the laws of the State of South Carolina, in the County of Spartanburg, 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 August 15, 1917, and ending with June 30, 1918, at the rate per annum and under the conditions named below, viz:

Fifteen (15) certain tracts of land in Spartanburg County, State of South Carolina, containing 1358.84 Acres, more or less, as shown on the plat hereto attached, made by Beebe & Tull, Engineers, August, 1917, indicated and described as follows:

First Tract:	Dr. J. F. Cleveland, land, containing	385.23	A
Second Tract:	Bomar and Carlisle, land, containing	113.76	"
Third Tract:	H. L. Bomar, land, containing	14.94	"
Fourth Tract:	J. H. Shores, land, containing	2.93	"
Fifth Tract:	Mrs. Frank Hodges, land, containing	630.90	"
Sixth Tract:	Mrs. Hadden, land, containing	11.02	"
Seventh Tract:	Steadman land, containing	16.90	"
Eighth Tract:	Lanford land, containing	7.59	"
Ninth Tract:	J. F. Cleveland (Rogers Tract) containing	14.47	"
Tenth Tract:	Nettie Ferguson, land, containing	3.52	"
Eleventh Tract:	Robert Knuckles, land containing	3.48	"
Twelfth Tract:	Phifer & Sease tract, containing	32.06	"
Thirteenth Tract:	J. J. Gentry land, containing	27.41	"
Fourteenth Tract:	John Woodward land, containing	70.73	"
Fifteenth Tract:	R. B. Cleveland land, containing	23.90	"
		1358.84	"

It is understood and agreed that all damages to growing crops on tracts one (1), two (2), three (3), four (4), five (5), six (6) and fifteen (15), caused by the occupation of said premises by the government, shall be paid the owners by the City of Spartanburg; and that all damages to growing crops on tracts seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12), thirteen (13) and fourteen (14) caused by the occupation of the said premises by the government, shall be paid by the government.

The lessee shall have 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 a compensation to be based on the market price of the brushwood, 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, waterways, sewer systems, roads, etc., and to remove, alter, or raise 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.

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 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 the City of Spartanburg shall be paid the sum of one (\$1.00) dollar per annum.

If the Government desires the premises herein described for a permanent camp site at any time during five years from date hereof, the City of Spartanburg hereby agrees to execute to the Government a good and sufficient title thereto in fee simple, with a general warranty, upon the payment of one (\$1.00) dollar by the Government to the City of Spartanburg.

Spartanburg, S.C.

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~~ 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 ninety 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 days' notice in writing.

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.

10. Interlineation of the word "municipal," in line five (5) of the preamble; erasure of the word "month" and insertion of the word "annum" in line four (4) Article one; and erasure of all words after "that" in line one, Article three (3) and first three words in line two (2) Article three (3); all made 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 _____ 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:

W. H. Sherman

as to

W. H. Maule
Lt. Col. Quartermaster Corps, U. S. Army.

as to

THE CITY OF SPARTANBURG

D. H. Brown

as to

BY: *J. J. Lloyd* MAYOR

J. J. Lloyd

as to

(Executed in triplicate.)

State of South Carolina,

County of Spartanburg.

WHEREAS, the City of Spartanburg has agreed to lease to the United States Government a tract of land containing One Thousand Three Hundred Fifty-eight and 84/100 (1358.84) acres, as shown by Beebe & Tull plat made August, 1917, for a period of one, two, three, four or five years as the United States Government may desire, at one Dollar (\$1.00) per annum rental, and has agreed to make a fee simple title with general warranty to said tract, to the said United States Government, in consideration of One Dollar, if, at the expiration of that time, the United States Government desires the said property for permanent encampment grounds, said lease to take effect as of July 1st, 1917,

Be It Resolved, by the Mayor and Councilmen of the City of Spartanburg in Council assembled:

That J. F. Floyd, as Mayor of the City of Spartanburg, be and he is hereby authorized to execute for the City of Spartanburg the necessary papers leasing to the United States Government the said tract of One Thousand Three Hundred Fifty-eight and 84/100 (1358.84) acres, as shown by Beebe & Tull plat made August, 1917, and as described in lease and purchase agreements executed to the City of Spartanburg, its successors and assigns, by Mrs. Sue E. Hodges, H. L. Bomar, H. B. Carlisle, J. F. Cleveland, E. Z. Cleveland, R. B. Cleveland, A. F. Cleveland, C. P. Cleveland, Elizabeth Cleveland, J. H. Shores, M. C. Hadden, D. L. P. Steadman, Nettie Ferguson, Robert Knuckles, J. J. Gentry, I. A. Phifer, T. S. Sease, John Woodward, and J. C. Lanford, for a period of one, two, three, four or five years, from July 1st, 1917, and agreeing to make title thereto in fee simple with general warranty, provided said United States Government desires at the expiration of that time to use the said land for a permanent camp site.

Done and ratified this 25th day of January, 1918.

J. F. Floyd

Mayor

Attest:

M. O. Gentry

T. J. Boyd

Clerk

E. Z. White

Councilmen

I do hereby certify that the foregoing is a true and correct copy of the original resolution passed by the Council of the City of Spartanburg on the 25th day of January, 1918

Given under my hand and seal this the 25th day of January, A. D. 1918.

[Signature]

(SEAL)

TELEGRAM RECEIVED HEADQUARTERS SOUTHEASTERN DEPARTMENT
CHARLESTON S C

SIGNAL CORPS U S ARMY

ACAN TO EL GR

DI WASHINGTON DC 526PM JUNE 27 1917

COMMANDING GENERAL 33 DEPT
CHARLESTON S C

NUMBER 42 PERIOD PROCEED TO TRACE THE NATIONAL GUARD CAMP GROUND
SITES IN YOUR DEPARTMENT WHICH HAVE BEEN APPROVED BY THE SECRETARY
OF WAR

ENCLOSURE
625 AM

I do solemnly swear affirm that the foregoing is an exact copy of a contract made by me personally with the lessor named above, that I made the same fairly, without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said lessor, or to any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

Quartermaster Corps, U. S. Army.

Subscribed and sworn to affirmed before me this _____ day of _____, 19

INSTRUCTIONS.

1. When the lessor is not a corporation strike out the printed words "(a corporation existing under the laws of the State of _____)."
2. When the stipulated rental includes heating, lighting, or any item not indicated by the form as printed, such item or items will be distinctly mentioned in Article 1.
3. The length of time for notice of relinquishment to be inserted in Article 10 should be as short as practicable, five days in minor cases and should rarely, if ever, exceed thirty days in any instance.
4. The limit for option of renewal to be inserted in Article 11 should express the longest time to which the lessor will agree for the purpose.
5. The name of the principal intended to be bound as party of the second part, whether an individual, a partnership, or a corporation, should be inserted in and signed to the contract in exactly the same form. An officer of a corporation, a partner or an agent signing for the principal should add his name and title after the word "By," under the name of the principal.
6. When interlineations, deletions or other changes or alterations are made, specific notation of the same should be entered in the blank space preceding the executing clause, before signing.
7. The lease should be executed in triplicate, and at least two copies made—one for the Returns Office and one for the files of the contracting officer. The agreement should, preferably, be drawn on the typewriter and all numbers and copies made at one writing.

5-1298

WAR DEPARTMENT
HEADQUARTERS SOUTHEASTERN DEPT.

Charleston, S. C. Jan 28 1918

APPROVED:

By command of Major General W. L. SIBERT

[Signature]
Adjutant General

EXECUTION COMPLETED

JAN 28 1918

31-16SD

Nara CP

RG 92

E 1998

By 613

F 601.53

Attache MCP Aug 1907