

Q.M.G.O.

W. J. Spartenburg

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

LEASE.

LESSOR Herbert Darius Waters.

CONTRACTING OFFICER Major R. E. Grimstead, QUARTERMASTER AT Camp Wadsworth, S.C.

PREMISES About 10 acres to East of Camp Wadsworth, S.C.

TO BE OCCUPIED BY Troops of 27th Division, AS Grenade practice, ground.

RENTAL PER MONTH \$50.00 APPROPRIATION B. & C. 1918.

DATE OF LEASE Feb. 11, DATE EFFECTIVE Feb. 11, DATE EXPIRES May 11,

THE AUTHORITY FOR THIS LEASE IS 4th Ind. A.G.O., Feb. 4th, 1918.

THESE ARTICLES OF AGREEMENT, Entered into this 11th day of February, 1918.,
 between Major R. E. Grimstead, Quartermaster Corps, U. S. Army, for
 and in behalf of the United States of America (hereinafter designated as lessee), of the first part,
 and Herbert Darius Waters
 (a corporation existing under the laws of the State of _____),
 of _____, 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 _____, 19____, and ending with _____, 19____, at the rate per month and under the conditions named below, viz:

All that certain tract of land in Spartanburg County, South Carolina, containing approximately 10 acres, and adjoining lands of old Greenville road on the North, Government leased lands on the East, lands leased by Mr. Heatherly on the West and Snake or Vanderbilt road on the South at a rental of \$50.00 per month for each of the months of February, March and April beginning on the _____ th day thereof.

471 Spartenburg for 6 months

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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 90 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 60 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, 1920, but no renewal shall be made to include more than one fiscal year.

10. That the said Lessee agrees to refill any trenches or ditches and to return the property to the Lessor in practically the same condition as when leased.

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First line in Paragraph three (3) and all of paragraphs nine and ten (9 and 10) 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 use as stated above, 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 Fischer as to *R. E. G. Finestras*
A. J. Hill as to *Major Quartermaster Corps, U. S. Army.*
Barbara See as to *Herbert Harris Waters*
as to
as to

(Executed in triplicate.)

2-1296

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Camp Wadsworth