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~~Q. M. C. O.~~

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

**LEASE.**

LESSOR Chamber of Commerce

CONTRACTING OFFICER Lt. Col. R. E. Grinstead QUARTERMASTER AT Camp Wadsworth, S. C.

REMISES Tract in Glassy Mountain Township, Greenville County, South Carolina.

TO BE OCCUPIED BY United States Troops AS Artillery & Rifle Range

RENTAL PER MONTH \$2502.91 APPROPRIATION S. G. & R.

DATE OF LEASE June 30, 1918 DATE EFFECTIVE July 1, 1918 DATE EXPIRES June 30, 1919

THE AUTHORITY FOR THIS LEASE IS Tel. W. D. A. G. O. June 27, 1917, 1st Ind. Hdqrs. Camp Wadsworth, S. C. May 18, 1918.

THESE ARTICLES OF AGREEMENT, Entered into this 30th day of June, 1918, between Lt. Col. R. E. Grinstead, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and Chamber of Commerce

incorporated 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 July 1, 1918, and ending with June 30, 1919, at the rate per month and under the conditions named below, viz:

All that certain tract and parcel of land situate in Glassy Mountain Township, Greenville County, South Carolina, containing approximately fourteen thousand seven hundred and seventy six and 86/100 (1476.86) acres, and being the lands leased to the lessor by one hundred and eleven (111) leases and agreements dated November 27th, 1917 aggregating such number of acres and comprising lands of: S. L. Barton, Sophrona Center, T. Lindsey, Hulda L. Harrison, John Lindsey and Francis Lindsey, Francis Lindsey, G. A. Pitman, S. F. Howard, Wade J. Howard, James Bowers, A. H. Miller, Rachel Lindsey, Willis A. Center, Perry W. Emery, J. M. Moon, Warren A. Fisher, A. D. Plumley, F. Marion Gosnell, Jr., William Pierce, Agent, General Pierce, Estate. F. R. Pitman, Susan Howard, Hulda G. Bridgman, Col. A. Morgan, William J. Morgan, A. L. Ravan, A. M. of R. E. Holt, deceased. James A. Howard, S. F. Barton, George Plumley, John A. Waldron, P. C. Evans, Wade H. Plumley, D. R. Evans, Wade H. Plumley and Morris Plumley, Will J. Reada, Wm. Pitman, Ben G. Plumley, Agent for heirs of Pinckney Plumley; C. Lockhart, John McClure, James McClure, G. E. Sudduth, John Emery, I. P. Harrison, Wilburn Snell, Mary A. Plumley, Malinda Howard, Nancy Harrison, Perry Lindsay, Harriet W. Howard, Shua T. Lindsay, L. P. Barnett, Newt E. Lockhart, et al, Wm. Plumley, W. F. Lindsay, Charles E. Lindsay, Levi Howard, James Emery, C. B. Lindsay, T. H. Reid, Margaret Ballew, John L. Pierce, Walter R. Fisher, James D. Pierce, Robert Parker, John P. Lockhart, A. M. of D. M. Lockhart, Dec. John P. Lockhart, Exc. of David Lockhart, Dec. John P. Lockhart, Exc. of David Lockhart, Dec.

That the lessee shall have the entire use and control of all buildings, waterways and improvements thereon, with the further right to cut, remove and destroy all wood, brushwood, saplings or trees thereon by paying the owner of the land fifty cents (\$.50) per cord on the stump for all live wood so cut, removed or destroyed. That the further right shall be given to work, grade, ditch or drain any part of the aforesaid tract of land, and to erect and construct thereon such buildings, target pits, trenches, firing pits, roads, etc., and to remove, alter or raze any or all buildings, improvements, etc., and to destroy crops which are on said tract at the date this lease becomes effective or prevent the harvesting thereof as may be deemed necessary for the interest of the Government, by paying to owner of the land the value of all damages concerned.

CANCELLED, EFFECTIVE  
February 1, 1919  
INITIALS *W.S.*

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COPY

~~Q. M. C. Form~~

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

LEASE.

LESSOR Chamber of Commerce  
 CONTRACTING OFFICER Lt. Col. R. E. Grinstead QUARTERMASTER AT Camp Wadsworth, S. C.  
 PREMISES Tract in Glassy Mountain Township, Greenville County, South Carolina.  
 TO BE OCCUPIED BY United States Troops AS Artillery & Rifle Range  
 RENTAL PER MONTH \$2502.91 APPROPRIATION S. G. & R.  
 DATE OF LEASE June 30, 1918 DATE EFFECTIVE July 1, 1918 DATE EXPIRES June 30, 1919  
 Tel. W. D. A. G. O. June 27, 1917, 1st Inf. Hdqrs. Camp Wads-  
 THE AUTHORITY FOR THIS LEASE IS Tel. W. D. A. G. O. Dec. 5, 1917. worth, S. C. May 18, 1918.

THESE ARTICLES OF AGREEMENT, Entered into this 30th day of June, 1918, between Lt. Col. R. E. Grinstead, Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and Chamber of Commerce, a 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 July 1, 1918, and ending with June 30, 1919, at the rate per month and under the conditions named below, viz:

All that certain tract and parcel of land situate in Glassy Mountain Township, Greenville County, South Carolina, containing approximately fourteen thousand seven hundred and seventy-six and 86/100 (1476.86) acres, and being the lands leased to the lessor by one hundred and eleven (111) leases and agreements dated November 27th, 1917 aggregating such number of acres and comprising lands of: S. L. Barton, Sophrona Center, I. T. Lindsey, Hulda L. Harrison, John Lindsey and Francis Lindsey, Francis Lindsey, G. A. Pitman, S. E. Howard, Wade J. Howard, James Bowers, A. H. Miller, Rachel Lindsey, Willis A. Center, Berry W. Emery, J. M. Moon, Warren A. Fisher, A. D. Plumley, F. Marion Gosnell, Jr., William Pierce, Agent, General Pierce, Estate, F. R. Pitman, Susan Howard, Hulda G. Bridgman, Col. A. Morgan, William J. Morgan, A. L. Ravan, A. M. of R. E. Holt, deceased, James A. Howard, S. F. Barton, George Plumley, John A. Waldron, P. C. Evans, Wade H. Plumley, D. R. Evans, Wade H. Plumley and Morris Plumley, Will J. Reada, Wm. Pitman, Ben G. Plumley, Agent for heirs of Panckey Plumley; R. C. Lockhart, John McClure, James McClure, G. M. Sudduth, John Emery, I. P. Harrison, Wilburn Gosnell, Mary A. Plumley, Malinda Howard, Nancy Harrison, Perry Lindsay, Harriet W. Howard, Joshua T. Lindsay, L. P. Barnett, Newt E. Lockhart, et al, Wm. Plumley, W. F. Lindsay, Charles E. Lindsay, Levi Howard, James Emery, C. B. Lindsay, T. H. Reid, Margaret Ballew, John L. Pierce, Luther R. Fisher, James D. Pierce, Robert Parker, John P. Lockhart, Adm. of D. M. Lockhart, Dec. John P. Lockhart, Exc. of David Lockhart, Dec. John P. Lockhart, Exc. of David Lockhart, Dec. Laura A. Parker, J. C. Fisher, Guardian of R. E. Fisher, W. J. Ford, H. H. Turner, Wilburn D. Lindsay, Wilburn and Luetta Howard, Asa J. Pruitt, Alfred Gentry, John H. Pruitt, Benny R. Pruitt, E. Neves & Company, W. R. Bailey, O. M. Moore, F. W. Moore and L. G. Miller, J. A. Center, Rosa Farmer, George R. Center, Gilford Dill, Mary Lindsay, W. D. Howard, James H. Price, and J. McSwain, John, J. McSwain, Louis Pitman, Harris Pitman, Samuel Pitman, David H. Bates, W. C. McDaniels, Reddies Lee and Dougherty, A. C. Wilkins, Earle Estate, Arthur Howard, Gosnell & Pruitt, McDaniel & Patten, S. J. Mayfield, Border State Lumber Company, Willis P. Bruce, Deacons of Mt. Hill Church, Carrie P. McMakin, M. B. Bass, D. L. McKenzie,

and shown generally on annexed maps as Artillery and Rifle Range Tracts, excepting therefrom thirty-six and one-half (36 1/2) acres, excepted in said individual leases as therein described for a term beginning on the 1st day of July, 1918, and ending on the 30th day of June, 1919 at a rental of Two thousand five hundred and two dollars and ninety-one cents (\$2502.91) per month for the period from July 1st, 1918 to June 30, 1919.

2. That the said lessor will warrant and defend to the lessee, its officers and agents, the quiet and peaceable session and occupancy of the aforesaid premises, and in case of any disturbance, by suit or otherwise, 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 the lessee shall be and remain the exclusive property of the lessee, provided, however, that the same, unless or otherwise disposed of, shall be removed by the lessee within ninety days after the said premises 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 by a disbursing officer designated, in the funds furnished for the purpose by the Government. ~~Should the lessee be required to vacate the premises before the close of the monthly period, the rental for the last period shall be only a 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 XXXXX XXXXX XXXXX notice in writing.~~

9. That, at the option of the lessee, this lease, with all its covenants and agreements, may be renewed as early 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, 1918~~ but no renewal shall be made to include more than one fiscal year. One year after the termination of the War with Germany.

10. In case of renewal the rent shall be two thousand five hundred and nineteen dollars and <sup>five</sup> fifty cents (\$2519.55) per month during any succeeding year for which option to renew may be exercised.

First line Article 3, fifth and sixth lines, Article 4, and all of Article 8, hereof, deleted before signing. Third line Article 9, the following substituted for June 30th, 19--: "One year after termination of the War with Germany".

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 in this lease~~ 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:

Guy E. Keckler as to R. E. Grinstead  
Lt. Col. Quartermaster Corps, U. S. Army:

F. K. Lide as to Chamber of Commerce  
as to By: Paul V. Moore, Sec'y. - Treas.

as to

The following certificate by the contracting officer will be made where the lessor is a corporation, in cases where the filing of evidence referred to may properly be waived:

I hereby certify that I have satisfied myself of the authority of the person signing the lessor's name to this lease to bind the lessor, and I have waived the filing of evidence of such authority, as permitted so to do by the Army Regulations.

R. B. Grinstead  
Lt. Col.                      Quartermaster Corps, U. S. Army.

The following affidavit is required only on the copy of lease for the Returns Office:

I do solemnly <sup>swear</sup> <sub>affirm</sub> 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 <sup>sworn to</sup> <sub>affirmed</sub> 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.

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