

(Rifle Artillery Range)

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

file
O. M. G. U.

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.A.R.

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

THE AUTHORITY FOR THIS LEASE IS Tel. W.D.A.G.O. June 27, 1917 1st Ind. Hdqtrs.
Tel. W.D.A.G.O. Dec. 5, 1917 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 (a 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 July 1st, 1918, and ending with June 30th, 1919, at the rate per month and under the conditions named below, viz:

All that certain tract and parcel of land situated in Glassy Mountain Township, Greenville County, South Carolina, containing approximately fourteen thousand seven hundred seventy six and 86/100 (14776.86) acres and being the lands leased to the lessor by one hundred and eleven (111) leases and agreements dated November 27, 1917 Aggregating such number of acres and comprising lands of: S.L. Barton, Sophrona Center Wm. T. Lindsay, Hulda L. Harrison, John Lindsay, and Francis Lindsay, Francis Lindsay, G.A. Pitman, S.E. Howard, Wade J. Howard, James Bowers, A.M. Miller, Rachel Lindsay, Willis A. Center, Barry W. Emery, J.M. Moon, Warren A. Fisher, A.D. Plumley, F. Marion Gosnell, Jr., William Pierce, Agt., General Pierce Est., F.R. Pitman, Susan Howard, Hulda G. Bridgman, Col. A. Morgan, A.L. Ravan, Adm. of R.E. Holt, Dec., Jas. A. Howard, S.F. Barton, Geo. Plumley, Jno. A. Waldron, R.C. Evans, Wade H. Plumley, D.R. Evans, Wade H. Plumley and Morris Plumley, Will J. Reade, Wm. Pitman, Ben G. Plumley Agt., for heirs of Pinckney Plumley, R.C. Lockhart, John McClure, Jas. McClure, G.E. Suddath, Jno Emery, I.P. Harrison, Wilburn Gosnell, Mary A. Plumley, Malinda Howard, Nancy Harrison, Perry Lindsay, Harriet V. Howard, Joshua T. Lindsay, L.P. Barnett, Nevt. E. Lockhart, et. al., Wm. Plumley, W.F. Lindsay, Chas. E. Lindsay, Levi Howard, James Emery, C.D. Lindsay, T.H. Reid, Margaret Bellow, 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. John P. Lockhart, Laura A. Parker, J. C. Fisher, guardian of R.E. Fisher, W.J. Ford, H.H. Turner, Wilburn D. Lindsay, Wilburn and Julietta Howard, Asa J. Pruitt, Alfred Gentry, John H. Pruitt, Benny R. Pruitt, B.F. Neves and CO., W.R. Bailey, O.M. Moore, T.W. Moore and L.G. Miller, J.A. center, Rosa Farmer, Geo. R. Center, Guilford Dill, Mary Lindsay, W.D. Howard, James H. Price and J. McSwain, John J. McSwain, Louise Pitman, Harris Pitman, Samuel Pitman, David H. Bates, W.C. McDaniel, Geddes Lee, Lee and Dougherty, A.C. Wilkins, Earle Estate, Arthur Howard, Gosnell and Pruitt, McDaniel and Patten, S.G. Mayfield, Border State Lumber Co., Willis P. Bruce, Deacons of Mount Hill Church, Garria P. McMakin, M.B. Bass, D.L. McKensie.,

and shown generally on annexed maps as Artillery and Rifle Range Tract, excepting therefrom thirty six and one half (36 1/2) acres, excepted in said individual leases as therein described, for term beginning on the first 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 30th, 1919.

tion missing

CANCELLED, EFFECTIVE February 1, 1919

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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 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 XXXXXXXXXXXX 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, 19XX~~ **one year after the termination of the war with Germany.**

10. In case of renewal the rent shall be two thousand five hundred and sixteen dollars and fifty five cents (\$2516.55) per month during any succeeding year for which the 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 7 the following substituted for June 30, 19XX "one year after the 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 ~~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:

Guy E. Kessler as to R. E. Grinstead
J. H. [unclear] as to Chamber of Commerce
[unclear] as to By Paul T. Moore Secy. T.
[unclear] as to

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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. E. Orinstead
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 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.

R. E. Orinstead
Lt. Col. 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.

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684 (OQM)
Camp Wadsworth

December 28, 1917

Department Quartermaster.

Brigadier General Charles L. Phillips, President of the Board to secure rifle and artillery range, 27th Division
Camp Wadsworth, Spartanburg, S.C.

Authority to execute leases.

1. In reply to your letter of 24, inst., requesting information as to why I could not execute the lease of land secured for use as an artillery range for the 27th Division, and under what authority and by whom it should be issued, the following telegrams are quoted for your guidance. On Nov. 3, the following telegram was received:

"Commanding General Southeastern Dept.
Charleston, S. C.

Secretary War directs that all leases of land in connection with camps and cantonments including land required for rifle ranges will be made through Department Commanders by Department Quartermaster but that selection of sites of rifle ranges will be made by Division Commanders.
McCain.

The following telegram from this office under date of Dec. 3,

"Adjutant General,
Washington, D.C.

Number _____ On account of assembling of artillery organizations at Camp Greene Charlotte N. C. it is imperative that immediate steps be taken for leasing of suitable artillery range period Through joint action Chambers of Commerce of cities of Charlotte and Gastonia suitable range offered at Kings Mountain near Gastonia comprising thirty five hundred acres at one dollar per acre period This same site selected August seventh by Major W H Michel Field Artillery and approved by Division Commander period Authority requested to make immediate lease

Duvall

brought forth the following response from the Adjutant General of the Army:

Commanding General Southeastern Department,
Charleston, S. C.

Reference your telegram December Third referring to immediate leasing of suitable artillery range you are informed that the Secretary War ruled on November fourteenth that quote within the limits of funds apportioned for shooting galleries and ranges comma Division Commanders are charged with all matters pertaining to target practice of their commands including the selection of sites and preparation of lease period Expenditures for leases should be made with the understanding that the apportionment of funds made must cover all expenses connected with galleries and ranges and that no additional funds will be allotted period Care should be taken in location of ranges for small arms and artillery that money expended therefor is not lost through injunction comma due to danger or damage to persons or property on

COPY

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adjacent territory unquote period Please transmit above to Commanding General Camp Greene

Mc Cain.

In order that there might be no mistake regarding above telegram, the following message was wired from these headquarters on Dec. 6:

Adjutant General
Washington, D. C.

Number 667 period Reference telegram December fifth concerning artillery target range Camp Greene no record is in this office of ruling Secretary of War November fourteenth quoted thereon Does ruling referred to revoke instructions in telegram received these headquarters November third signed McCain as follows quote Secretary War directs that all leases of land in connection with camps and cantonments, including land required for rifle ranges will be made through Department Commanders by Department Quartermaster but that selection of sites of rifle ranges will be made by Division Commanders unquote.

Duvall.

and in reply to this message the following telegram was received from the Adjutant General of the Army :

"Commanding Gen SE Dept
Charleston SC

Instructions of Nov three referred to by your telegram of Dec sixth revoked by instructions of Dec fifth as far as target ranges are concerned.

Mc Cain

This last message took the matter of the leasing of all target ranges out of the hands of Department Commander and placed same under the authority of the Division Commander.

2. Inasmuch as the Camp Quartermaster is more likely to be on duty at the camp for the period of the War, while the Division Quartermaster will probably change as the divisions are ordered away, it was suggested that the lease should be executed by the Camp Quartermaster.

Lt. Col. Q. M. Corps.

(Copied M.)

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DI Washington DC 1055 AM Dec 5 1917

COMMANDING GENERAL SOUTHEASTERN DEPARTMENT

CHARLESTON SC

REFERENCE YOUR TELEGRAM DECEMBER THIRD REFERRING TO IMMEDIATE LEASING OF SUITABLE ARTILLERY RANGE YOU ARE INFORMED THAT THE SECRETARY WAR RULE ON NOVEMBER FOUR* TENTH THAT QUOTE WITHIN THE LIMITS OF FUNDS APPORTIONED FOR SHOOTING GALLERIES AND RANGES COMMA DIVISION COMMANDERS ARE CHARGED WITH ALL MATTERS PERTAINING TO TARGET PRACTICE OF THEIR COMMANDS INCLUDING THE SELECTION OF SITES AND PREPARATION OF LEASE PERIOD EXPENDITURES FOR LEASES SHOULD BE MADE WITH THE UNDERSTANDING THAT THE APPORTIONMENT OF FUNDS MADE MUST COVER ALL EXPENSES CONNECTED WITH GALLERIES AND RANGES AND THAT NO ADDITIONAL FUNDS WILL BE ALLOTTED PERIOD CARE SHOULD BE TAKEN IN LOCATION OF RANGES FOR SMALL ARMS AND ARTILLERY THAT MONEY EXPENDED THEREFORE IS NOT LOST THROUGH INJUNCTION COMMA DUE TO DANGER OR DAMAGE TO PERSONS OF PROPERTY ON ADJACENT TERRITORY UNQUOTE PERIOD. PLEASE TRANSMIT ABOVE TO COMMANDING GENERAL CAMP GREENE

MCCAIN

1136 AM

A true copy

B. J. Brundley
Captain, Q.M., R.C.

TELEGRAM RECEIVED HEADQUARTERS SOUTHEASTERN DEPARTMENT
CHARLESTON S C

SIGNAL CORPS U S ARMY

48 AN TO 31 GR

DI Washington DC 525 PM June 27 1917

COMMANDING GENERAL SE DEPT

CHARLESTON S C

NUMBER 42 PERIOD. PROCEED TO LEASE THE NATIONAL GUARD CANTONMENT SITES IN YOUR
DEPARTMENT WHICH HAVE BEEN APPROVED BY THE SECRETARY OF WAR

MCCAIN
623 PM

A true copy

B. J. Bradley
Captain, Q.M., R.C.

WAR DEPARTMENT
REAL ESTATE SERVICE
OFFICE OF DEPARTMENT QUARTERMASTER
CHARLSTON, S.C.

June 19, 1919.

NOTICE OF RENEWAL.

TO. Mayor, City of Spartanburg,
Spartanburg, S.C.

Dear Sir:-

In accordance with article 9 of the following lease,

LESSOR The City of Spartanburg

LESSEE United States of America (Dep. Q.M. Southeastern Dept.)

DATED May 27th, 1918.

EFFECTIVE July 1, 1918.

EXPIRES June 30, 1919.

PREMISES 1358.84 acres of land near Spartanburg, S.C.

You are notified that the United States of America does hereby exercise the privilege of renewal contained in said lease, and does hereby renew same for the government fiscal year 1920, namely, July 1st, 1919, to June 30, 1920, or if the said renewal privilege does not grant the right of renewal to June 30, 1920, then to such intermediate period nearest to June 30, 1920, as is granted in said lease.

Kindly acknowledge receipt of this notice.

Very truly yours,

G. G. BAILEY,
Colonel, Quartermaster Corps.

By:

WM. C. BACON,
1st Lieut. Quartermaster Corps.

A TRUE COPY:

Wm. C. Bacon
WM. C. Bacon,

1st Lieut. Quartermaster Corps.

3-1-16 SD

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