

COPY

Deef

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

LEASE.

X

LESSOR S. J. Heatherly

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

PREMISES Certain Farm Property, Township of Spartanburg, S. C.

TO BE OCCUPIED BY Troops at Camp Wadsworth, S. C. Small Arms Range

RENTAL PER MONTH \$40.00 APPROPRIATION S. G. R. 1919

DATE OF LEASE June 30, 1918 DATE EFFECTIVE July 1st, 1918 DATE EXPIRES June 30, 1919
Tel. W. D. A. G. O. June 27, 1917 1st Inf. Hdqrs. Camp Wadsworth
S. C. May 18, 1918.

THE AUTHORITY FOR THIS LEASE IS Tel. W. D. A. G. O. Dec. 5, 1917.

THESE ARTICLES OF AGREEMENT, Entered into this 30th day of June, 19 18,
between Lieut., 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 S. J. Heatherly
~~(a corporation existing under the laws of the State of~~ Spartanburg),
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, 19 , and ending with June 30th, 19 19, at the
rate per month and under the conditions named below, viz:

3-1296

All that certain tract and parcel of land situated in Spartanburg Township,
Spartanburg County, South Carolina, containing approximately four (4) acres, and
bounded on the South by lands of J. F. Cleveland,
on the East by lands J. F. Cleveland,
on the North by lands of J. F. Cleveland,
and on the West by lands of J. F. Cleveland, at a rental of FORTY DOLLARS (\$40.00) per
month for a term beginning on the 1st day of July, 1918 and ending on the 30th day
of June, 1919. The lessee shall have the right to cut, remove and destroy any or all
wood thereon, by paying to the owner of the land Fifty cents (\$.50) per cord on the
stump for all live wood so cut, removed and destroyed. The lessee shall have the
further right to work, grade, ditch or drain any part of the tract, and erect or con-
struct buildings, target pits, firing trenches etc., as may be necessary for the
interest of the Government. There are no crops on the tract.

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 old 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 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 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, 19 , but no renewal shall be made to include more than one fiscal year.

10. In case of renewal, as provided in Article 9, the rent will be at the rate of FORTY DOLLARS (\$40.00) per month, no renewal lease being made for less than one Fiscal year, owing to the lessor's losing the use of this farm for regular corn crop.

First line Article 3, lines five and six Article 4, and Article 8 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 ~~in~~ 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:

John F. McAvoy as to R.E. Grinstead
Lieut. Col. Quartermaster Corps, U. S. Army.
Guy E. Keckler as to S. J. Heatherly
..... as to
..... 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 his 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. 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 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.

3-1-16 SD

Nara CP

RG 92

E 1998

B 613

F 601.53