

CONST. DIVISION

DOCUMENT NO. 920

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

LEASE.

LESSOR Spartanburg Land and Improvement Company,
 CONTRACTING OFFICER Louis D. Koop, Captain, QUARTERMASTER AT Camp Wadsworth, S.C.
 PREMISES Lot, corner of College and Magnolia Streets, Spartanburg, S. C.
 TO BE OCCUPIED BY United States AS City Headquarters, Military Police,
 RENTAL PER MONTH \$10.00 APPROPRIATION Barracks & Quarters.
 DATE OF LEASE July 12, 1918 DATE EFFECTIVE July 1, 1918 DATE EXPIRES June 30, 1919.
 THE AUTHORITY FOR THIS LEASE IS Letter, Const. Div., W.D., June 15, 1918.

THESE ARTICLES OF AGREEMENT, Entered into this twelfth day of July, 1918,
 between Louis D. Koop, Captain, Quartermaster Corps, ~~U.S.~~ National Army, for
 and in behalf of the United States of America (hereinafter designated as lessee), of the first part,
 and Spartanburg Land and Improvement Company,
 (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 1, 1918, and ending with June 30, 1919, at the
 rate per month and under the conditions named below, viz:

All that lot or parcel of land, lying, situate and being in the City of
 Spartanburg, State of South Carolina, and described as follows:
 The northeast corner of Magnolia and College Streets, fronting
 on College Street, 250 feet, more or less, and on Magnolia Street,
 279 feet, and running with the negro church line N. 53 W., 240
 feet, to a stake, thence with eastern boundary S. 50 $\frac{1}{2}$ W., 320
 feet to College St., as shown by plat of E. L. Archer, made January,
 1891.

The United States shall have the right to alter, destroy, or remove any or
 all crops, trees, buildings, or other improvements; to work, grade, ditch
 or drain; to construct such buildings, waterways, sewer system, and other
 improvements that may be deemed necessary on the aforesaid premises.

Compensation for any damages to growing crops, trees, or buildings, caused
 by occupation of the said premises by the United States, shall be paid by
 the United States, after appraisal by a Board of Officers.

For rental of the aforesaid premises the lessor shall be paid the sum of
 \$10.00 per month by the United States.

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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~~ ~~Exchange~~ ~~and~~ ~~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, 19 22, but no renewal shall be made to include more than one fiscal year.

Erasure of all words after "That" in line one, article three, and of first three words in line two, article three, 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 their 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:

[Handwritten signatures]

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.

Howard D. Koop

Capt. Quartermaster Corps, ~~U.S.~~ Army.
National

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.
National

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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