

Q. M. G. O.

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

LEASE.

LESSOR M. C. Green

CONTRACTING OFFICER K. J. Hampton, Lt. Col. QUARTERMASTER AT Charleston, S.C.

PREMISES 52.62 acres of land, more or less, in Chick Springs Township, Greenville Co.

TO BE OCCUPIED BY U. S. Troops AS Part of Hospital Site

RENTAL PER MONTH \$43.85 APPROPRIATION Barracks & Quarters, 1918

DATE OF LEASE Jan. 17, 1918 DATE EFFECTIVE Jan. 1, 1918 DATE EXPIRES June 30, 1918

THE AUTHORITY FOR THIS LEASE IS 6th Ind. Cantonment Division, Q.M.G.O. Jan. 12, 1918, and 7th ind. W.D.A.G.O. Jan. 14, 1918.

THESE ARTICLES OF AGREEMENT, Entered into this 17th day of January, 1918, between K. J. Hampton, Lt. Col., Quartermaster Corps, U. S. Army, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and M. C. Green (a corporation existing under the laws of the State of South Carolina), of Chick Springs Township, in the County of Greenville, 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 Jan. 1st, 1918, and ending with June 30, 1918, at the rate per month and under the conditions named below, viz:

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All that parcel of land containing 52.62 acres, more or less, lying in Chick Springs Township, Greenville County, State of South Carolina, near Paris Station, on the Southern Railroad, adjoining the lands of estate of Edward Greene, Q. A. Greene, Cole Estate, J. P. Carlisle,; being more particularly described as follows:

Commencing at a stone, corner of Elrenza Cole property, thence North 72° 14' West, 1017 feet to a stake, thence North 19° 33' East, 419 feet to a point, corner of Q. A. Greene, Trustee, property; thence along line of said property North 19° 33' East 1314.8 feet to a stake, corner of same property; thence North 29° 27' West, 314.5 feet to a stake; thence continuing with same property South 87° 39' East 1279.6 feet to a point in Paris Mountain Road; thence along line of said road as follows: South 14° 21' West 718 feet to bend, South 16° 54' West 360 feet to bend, South 18° 59' West 336 feet to bend, South 21°, 51' West 200 feet to bend, South 16° 35' West, 100 feet to bend, South 21° 40' West 434.1 feet to bend, thence South 33° 4' West 146.4 feet to the beginning point, as shown on the map hereto attached and made a part hereof.

For the rental of the above mentioned premises, the lessee shall pay to the lessor the sum of \$43.85 per month.

The lessee shall have the right during the life of this lease to work, grade, ditch or drain, any part of the aforesaid tract of land, and to erect or construct thereon such buildings, waterways, sewer systems, roads, etc., which may be required; also to remove, alter or otherwise dispose of any such improvements at the discretion of the Government.

That the lessee reserves the right to remove, alter, improve or otherwise dispose of any existing buildings, fences or any other improvements on the above described land; and any damage to existing buildings, fences, or other improvements caused by the Government's occupancy on the premises shall be settled in accordance with the provision of Circular No. 22, War Department 1910.

That any damage to or loss of growing crops on the above described tract of land shall be paid the lessor after due appraisal by a Board of Officers.

That the Government may remove all timber upon the land, or so much thereof as it desires, paying therefor the market value to the lessor.

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Chick Springs

RECORDED

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 30 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 30 days' notice in writing, on or before May 31st, 1920.

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.

Line 5 of preamble deleted; all words after "that" in first line article 3, and first three words in line two, Article 3, stricken out 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 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:

W. Gresham

as to

[Signature]
Quartermaster Corps, U. S. Army.

M. O. Dunbar

as to

[Signature]

as to

as to

9-11-15 MK

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Camp Sevier