

REAL ESTATE SERVICE

Approved

James

Bureau Rep.
Assistant Br.
Advisory Br.
Fiscal Br.

SUPPLEMENTAL AGREEMENT

LESSOR GREENVILLE CHAMBER OF COMMERCE, Greenville, S. C.
CONTRACTING OFFICER C. F. VON DEM BUSSCHE, Colonel, Infantry, Acting Director, Real Estate Service, War Department.
PREMISES Warehouse area, Camp Sevier.
OCCUPIED BY Quartermaster Corps AS Storage area
AUTHORITY Supplemental Agreement
APPROVAL Secretary of War February 24, 1920.

THIS ARTICLE OF AGREEMENT, Entered into this 13² day of March, 1920, between C. F. Von Dem Bussche, Colonel, Infantry, Acting Director, Real Estate Service, for and in behalf of the United States of America (hereinafter designated as lessee), of the first part, and Greenville Chamber of Commerce, a corporation existing under the laws of the State of South Carolina, of Greenville, in the County of Greenville, and State of South Carolina (hereinafter designated as lessor), of the second part, WITNESSETH:

THAT WHEREAS by certain article of agreement dated the 27th day of May, 1918, the lessor did lease, demise and let unto the United States of America certain premises situate in the Township of Chick Springs, County of Greenville, and State of South Carolina, to-wit:

A certain tract of land containing one thousand nine hundred (1900) acres, more or less, located in Chick Springs Township, County of Greenville, and State of South Carolina, together with the entire use and control of all buildings, waterways and improvements thereon, with further right on the part of the lessee to cut, use and remove all brushwood, saplings, or trees thereon, by paying to the owner of the land a compensation to be based on the market price of the brushwood, saplings or trees, and a further right on the part of the lessee to work, grade or drain any part of the aforesaid tract of land and to erect or construct thereon such buildings and waterways, sewer system, roads, etc., and to remove, alter or rase any or all buildings and improvements on the aforesaid tract as might be deemed necessary for the Government's interest, by paying to the owner of the land the value of damages to said buildings, improvements or property, for a term beginning July 1, 1918, and expiring June 30, 1919, which said agreement in paragraph 9 thereof provided that at the option of the lessee, said lease, with all its covenants and agreements, might be renewed yearly as often as the needs of the public service might require, not extending, however, beyond June 30, 1920, and

WHEREAS, a certain renewal and modification of release agreement was entered into on the 30th day of September, 1919, which among other things provided for the release of all of the above mentioned property with the exception of the following described property, to-wit:

Beginning at a point on the southerly boundary line of the right of way of the Southern Railroad, said point being distant South 58° (degrees) 21' (minutes) W. 500' (feet) from the intersection of the said southerly boundary line of the right of way of the Southern Railroad with the division line between land of Thomas and Walter Croce and land of B. Perry Edwards, running thence along said southerly boundary line of the Southern Railroad to a point distant 750' (feet) from the intersection of said southerly boundary line of the Southern Railroad with the

INSTRUMENT NO. 883-1

ONE HUNDRED REFERENCE TO
WAR DEPARTMENT. 3/19/20
one no. lessor 3/19/20
" " " 3/19/20
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R.O. copy to be sent later.

division line between the lands of B. Perry Edwards and W. B. Lock measured along said southerly boundary line of the Southern Railroad, running thence at right angles to said southerly boundary line of the Southern Railroad, 360' (feet) more or less, to the southerly side of the warehouse court road, thence along the southerly side of the warehouse court road to its intersection with the division line, between the lands of B. Perry Edwards and Alexander Finlay, thence South 21° (degrees) 8' (minutes) E. along the division line between the land of B. Perry Edwards and the land of Alexander Finlay to a point distant 600' (feet) measured on the shortest line from the southerly boundary of the right of way of the Southern Railroad, thence along a line paralleling the southerly boundary line of the right of way of the Southern Railway and distant 600' (feet) therefrom until it intersects a line drawn through the above mentioned point of beginning making an angle of 90° (degrees) with the southerly boundary line of the right of way of the Southern Railroad at the above mentioned point of beginning, thence running in a northwesterly direction along said last mentioned line at 90° (degrees) with southerly boundary line of the Southern Railroad a distance of 600' (feet) to the point or place of beginning, containing ninety-eight (98) acres, more or less, and

WHEREAS, the needs of the public service no longer require the property so retained above mentioned, and

WHEREAS, the lessor has agreed to accept immediate cancellation of the agreement retaining the above mentioned property, and

WHEREAS, the lessor has further offered to accept the re-delivery of the above mentioned property with all government improvements now thereon, and has further agreed to secure releases from the underlying owners of this property, saving the United States of America harmless from any and all claims for damages, restoration or otherwise arising and has further agreed to pay to the United States of America the sum of \$40,000, and

WHEREAS, it is estimated that the salvage value of the improvements now on the premises will not exceed \$40,000, and

WHEREAS, it is to the best interest of the public service to cancel the agreement above mentioned and to re-deliver possession of the property for the consideration above mentioned,

IT IS THEREFORE, mutually covenanted and agreed between the parties hereto, that the modification and renewal of lease dated September 30, 1919, is hereby terminated this date and the property above mentioned is hereby re-delivered to the lessor together with all improvements thereon constructed by the Government, and that for and in consideration of the foregoing the lessor has paid to the United States of America the sum of \$40,000, and has secured and hereby delivers complete, releases from the underlying owners to the United States of America, releasing it from any and all claims for damages and restoration or otherwise arising out of the above mentioned lease and agreements and the occupation of the above described premises by the lessee.

Witnesses:

Andrew Joyce
1st Lt. U.S. Army

AS TO

C. F. Von Dell Bussche
C. F. VON DEL BUSSCHE, COL., INF.,
Acting Director, Real Estate Service,
War Department.

GREENVILLE CHAMBER OF COMMERCE

John B. Jones AS TO

BY: James Whitely
President

John B. Jones AS TO

BY: W. R. Timmons
SECRETARY

Attached hereto is proof of authority of the officers of the lessor

Special Meeting of Board of Directors,
Greenville Chamber of Commerce,
March 12th, 1920.

A Special Meeting of the Board of Directors was held this afternoon for the purpose of authorizing the President and Secretary to sign certain papers in connection with the Minter Homes Company - with the following Directors present:-

Messrs. Pegues, Geer, Inglesby, Gower, Mills, Callivan, Cary, Harvley, Arrington and Timmons.

The following resolution was unanimously passed:-

RESOLVED: that Jno. W. Arrington, President, and W. R. Timmons, Secretary of the Chamber of Commerce, be and are hereby authorized to settle with the United States Government in reference to the lands leased or under option at Camp Sevier. With full power to execute all necessary papers including such releases, transfers and supplemental agreements as may be deemed advisable.

Secretary.

Personally appeared before me _____

the same being duly sworn states that the above is a true and correct copy.

Notary Public for South Carolina.

My commission expires _____

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WAR DEPARTMENT
REAL ESTATE SERVICE

R E L E A S E

WHEREAS, Alexander Finlay and Ora L. Finlay, of the County of Greenville, State of South Carolina, did heretofore lease, demise and let unto the Chamber of Commerce of Greenville, South Carolina, the following described premises, and

WHEREAS, the said Greenville Chamber of Commerce (Lessor), of the city of Greenville, County of Greenville, and State of South Carolina, did thereafter, to-wit, on the first day of July, 1919, lease, demise, and let unto the United States of America the said premises situated in the County of Greenville, and State of South Carolina and more particularly described as follows:

"Beginning at a point on the southerly boundary line of the right of way of the Southern Railroad, said point being distant South 58° (degrees) 21' (minutes) W. 500' (feet) from the intersection of the said southerly boundary line of the right of way of the Southern Railroad with the division line between land of Thomas and Walter Croce and land of B. Perry Edwards, running thence along said southerly boundary line of the Southern Railroad to a point distant 750' (feet) from the intersection of said southerly boundary line of the Southern Railroad with the division line between the lands of B. Perry Edwards and W. B. Lock measured along said southerly boundary line of the Southern Railroad, running thence at right angles to said southerly boundary line of the Southern Railroad, 360' (feet) more or less, to the southerly side of the warehouse court road, thence along the southerly side of the warehouse court road to its intersection with the division line, between the lands of E. Perry Edwards and Alexander Finlay, thence South 21° (degrees) 8' (minutes) E. along the division line between the land of E. Perry Edwards and the land of Alexander Finlay to a point distant 600' (feet) measured on the shortest line from the southerly boundary of the right of way of the Southern Railroad, thence along a line paralleling the southerly boundary line of the right of way of the Southern Railway and distant 600' (feet) therefrom until it intersects a line drawn through the above mentioned point of beginning making an angle of 90° (degrees) with the southerly boundary line of the right of way of the Southern Railroad at the above mentioned point of beginning, thence running in a northwesterly direction along said last mentioned line at 90° (degrees) with southerly boundary line of the Southern Railroad a distance of 600' (feet) to the point or place of beginning, containing ninety-eight (98) acres, more or less, and

WHEREAS, possession of said property has been redelivered by the United States of America to the lessor, on the 13th day of March, 1920, and

WHEREAS, the Greenville Chamber of Commerce has redelivered the possession of said property to us this 13th day of March, 1920, and

WHEREAS, THE redelivery to us of this property was requested by us;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, Alexander Finlay and Ora L. Finlay, for and in consideration of the redelivery to us of possession by the United States of America of the property hereinbefore described, on the 13th day of March, 1920, the receipt of which in good condition is hereby acknowledged, have remised, released, and forever discharged, and by these presents do for ourselves, our heirs, executors, administrators, and assigns, remise, release, and forever discharge the United States of America, its officers and agents, of and from all manner of action, liability, and claims which against the United States of America, its officers and agents, we or they ever had, now have, or ever will have

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The following resolution was adopted by the
Greenville Chamber of Commerce Friday, March 12th, 1920.

RESOLVED: that Jno. W. Arrington, President
and W. R. Timmons, Secretary of the Chamber of Commerce be
and they are hereby authorized to settle with the United
States Government in reference to the lands leased or under
option at Camp Sevier. With full power to execute all
necessary papers including such releases, transfers and
supplemental agreements as may be deemed advisable.

Certified to:

*W. R. Timmons
Secretary, Chamber of Commerce
Greenville, S. C.*

upon, or by reason of any matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the United States of America of the aforementioned property.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 13th day of March, 1920.

WITNES:

John B. Jones

Ora L. Tinsley
RELEASEE.

Alexander Tinsley

Handwritten initials

Handwritten initials

3/16/20
2/10/20

UTILITIES DIVISION.

CAMP SEVIER, S. C.
December 11, 1919.

MEMORANDUM TO COMMANDING OFFICER,
Camp Sevier, S. C.

FORM 111 - DISPOSAL OF SURPLUS REAL ESTATE:

The following buildings and utilities are on the leased area to be occupied by the United States after December 31, 1919, in accordance with modified lease dated September 30, 1919, effective July 1st, 1919, expiring June 30th, 1920, with privilege of renewal as often as needs of the public may require.

DESIGNATION	SIZE	APPROXIMATE COST
1 Filling Station- Storage Tank & Pumps	(35 x 21	3,297.30
1 Storage Shed	(35 x 21	
1 Oil House & Platform	(30 x 20	720.00
8 Warehouses	(170 x 60	206,068.07
2 "	(168 x 60	
2 "	(165 x 70	
2 "	(165 x 60	
1 "	(108 x 60	
1 Refrigeration Building	100 x 68	5,400.00
1 Equipage Shop	(110 x 25	9,395.95
1 Tailor Shop	(160 x 28	
1 Printing Shop	(40 x 36	
1 Shoe Shop	160 x 20	3,757.57
1 Ordnance Repair Shop	80 x 30	4,354.53
1 Fire Station	88 x 30	5,300.00
1 Wagon Shed	170 x 30	3,000.00
2 Hay Sheds	240 x 60	16,650.58
4 Office Buildings	(87 x 21 (42 x 20 (44 x 20 (50 x 20	5,408.89
2 Mess Halls	(80 x 24 (50 x 20	2,400.00
2 Lavatories	17 x 24	1,500.00
SMALL BUILDINGS		
5 - 6 x 9	1 - 16 x 8	1 - 25 x 20
1 - 8 x 5	1 - 16 x 10	1 - 26 x 22
2 - 10 x 5	1 - 20 x 10	2 - 32 x 23
1 - 15 x 10	1 - 21 x 8	1 - 32 x 24
1 - 15 x 15	1 - 21 x 12	<u>3,750.00</u>
Forwarded		\$ 271,002.89

DOCUMENT NO. 3613

Brought Forward	\$ 271,002.89
WATER SYSTEM:	
For Warehouse Area	12,259.70
For Railroad Track Area	1,363.02
CONCRETE between tracks in Railroad Area	
	38,282.72
Government owned Railway Tracks, and Coal Trestle.	105,219.24
ELECTRIC LIGHT SYSTEM.	7,350.00
AERO FIRE ALARM SYSTEM	<u>3,750.00</u>
TOTAL	\$ 439,227.57

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Approximate amount of damages claimed by property owners of Warehouse Area. 7,802.08

No cost is given for the concrete road running parallel with the warehouses, as the property owners have agreed that if the road is left in its present condition, no land damages will be claimed.

The majority of the materials in these buildings are First Class, and can be salvaged without much loss. They should bring a good price, as there is a strong demand for this class of material.


E. A. Turner,
In Charge of Utilities Office.

WAR DEPARTMENT
REAL ESTATE SERVICE

R E L E A S E

WHEREAS, B. Perry Edwards, of the County of Greenville, State of South Carolina, did heretofore lease, demise and let unto the Chamber of Commerce of Greenville, South Carolina, the following described premises, and

WHEREAS, the said Greenville Chamber of Commerce (Lessor), of the City of Greenville, County of Greenville, and State of South Carolina, did thereafter, to-wit, on the first day of July, 1919, lease, demise, and let unto the United States of America the said premises situated in the County of Greenville, and State of South Carolina, and more particularly described as follows:

Beginning at a point on the southerly boundary line of the right of way of the Southern Railroad, said point being distant South 58° (degrees) $21'$ (minutes) W. 500' (feet) from the intersection of the said southerly boundary line of the right of way of the Southern Railroad with the division line between land of Thomas and Walter Croce and land of B. Perry Edwards, running thence along said southerly boundary line of the Southern Railroad to a point distant 750' (feet) from the intersection of said southerly boundary line of the Southern Railroad with the division line between the lands of B. Perry Edwards and W. B. Lock measured along said southerly boundary line of the Southern Railroad, running thence at right angles to said southerly boundary line of the Southern Railroad, 360' (feet) more or less, to the southerly side of the warehouse court road, thence along the southerly side of the warehouse court road to its intersection with the division line, between the lands of B. Perry Edwards and Alexander Finlay, thence South 21° (degrees) $8'$ (minutes) E. along the division line between the land of B. Perry Edwards and the land of Alexander Finlay to a point distant 600' (feet) measured on the shortest line from the southerly boundary of the right of way of the Southern Railroad, thence along a line paralleling the southerly boundary line of the right of way of the Southern Railway and distant 600' (feet) therefrom until it intersects a line drawn through the above mentioned point of beginning making an angle of 90° (degrees) with the southerly boundary line of the right of way of the Southern Railroad at the above mentioned point of beginning, thence running in a northwesterly direction along said last mentioned line at 90° (degrees) with southerly boundary line of the Southern Railroad a distance of 600' (feet) to the point of place of beginning, containing ninety-eight (98) acres, more or less, and

WHEREAS, possession of said property has been redelivered by the United States of America to the lessor, on the 13th day of March, 1920, and

WHEREAS, the Greenville Chamber of Commerce has redelivered the possession of said property to me this 13th day of March, 1920, and

WHEREAS, the redelivery to me of this property was requested by me;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that I, B. Perry Edwards, for and in consideration of the redelivery to me of possession by the United States of America of the property hereinbefore described, on the 13th day of March, 1920 the receipt of which in good condition is hereby acknowledged, have remise, released, and forever discharged, and by these presents do for myself, my heirs, executors, administrators, and assigns, remise, release, and forever discharge the United States of America, its officers and agents, of and from all manner of action, liability, and claims which against the United States of America, its officers and agents, I or they ever had, now have, or ever will have upon, or by reason of any matter, cause, or thing whatsoever particularly arising out of said lease and the occupation by the United States of America of the aforementioned property.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13th
day of March, 1970.

RELEASOR.

WITNESS:

APRS

[Signature]

3/15/70
3/16/70

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19 Aug 2015 NARA II WKT

RG 77

Entry 417

Box 47

Camp Sevier, SC

Lease for 1,900 acres