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MANHATTAN DISTRICT HISTORY  
BOOK IV - PILE PROJECT

X-10

VOLUME 4 - LAND ACQUISITION

APPENDIX A, B, C, D & E

132037

92

MANHATTAN DISTRICT HISTORY

BOOK IV - PILE PROJECT

X-10

VOLUME 4 - LAND ACQUISITION, HANFORD ENGINEER WORKS

APPENDICES

December 1947

APPENDIX "A"

MAPS

<u>No.</u>	<u>Description</u>
A-1	Location Map
A-2	Map Showing Areas Classified by Type of Previous Utilization
A-3	Map Showing Areas Classified by Type of Acquisition or Control
A-4	Map Showing Areas Classified by Type of Previous Ownership

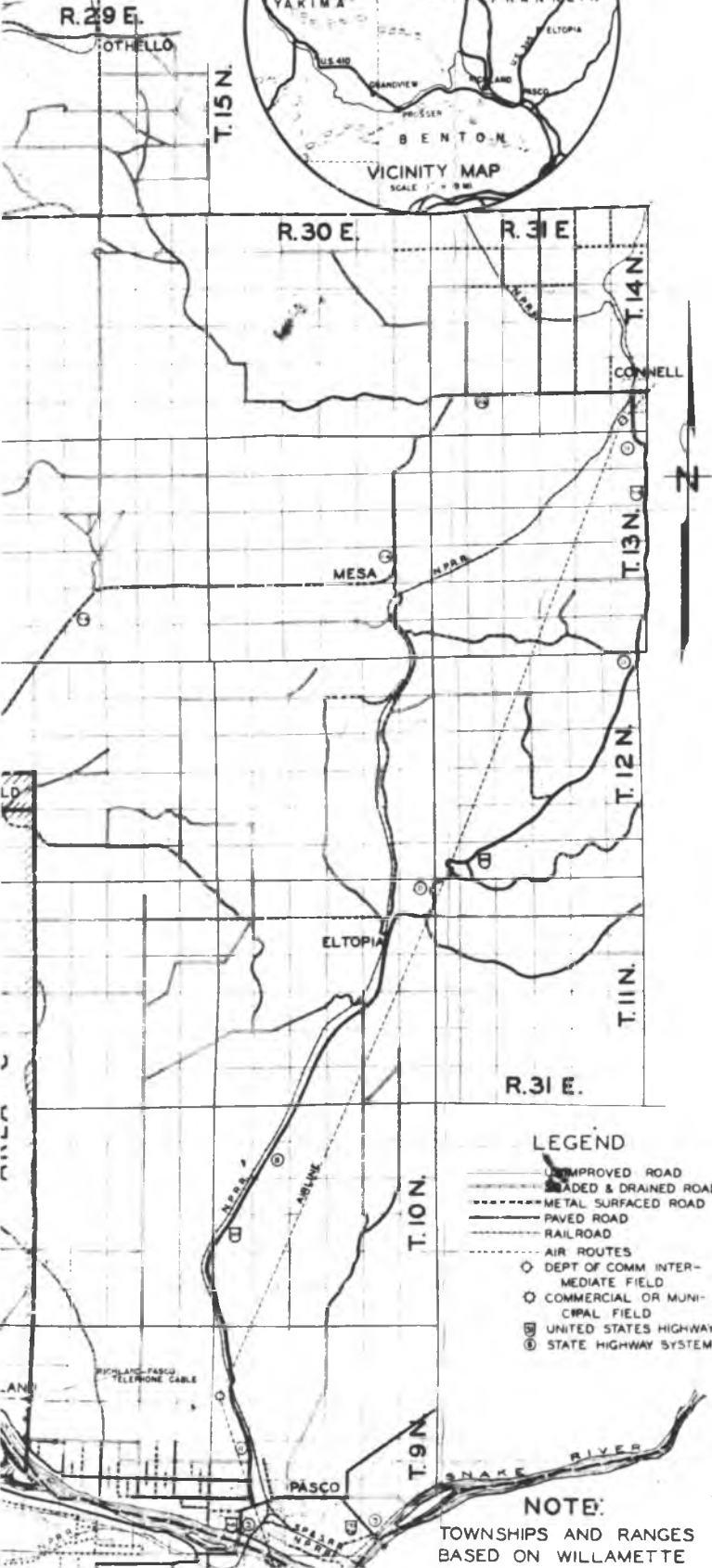
(See Appendix E-7 for large scale copies of A-2, A-3, and A-4)

MAR 1951

WAR DEPARTMENT  
OFFICE OF THE CHIEF OF ENGINEERS  
CONSTRUCTION DIVISION  
HANFORD ENGINEER WORKS

SCALE

MILES



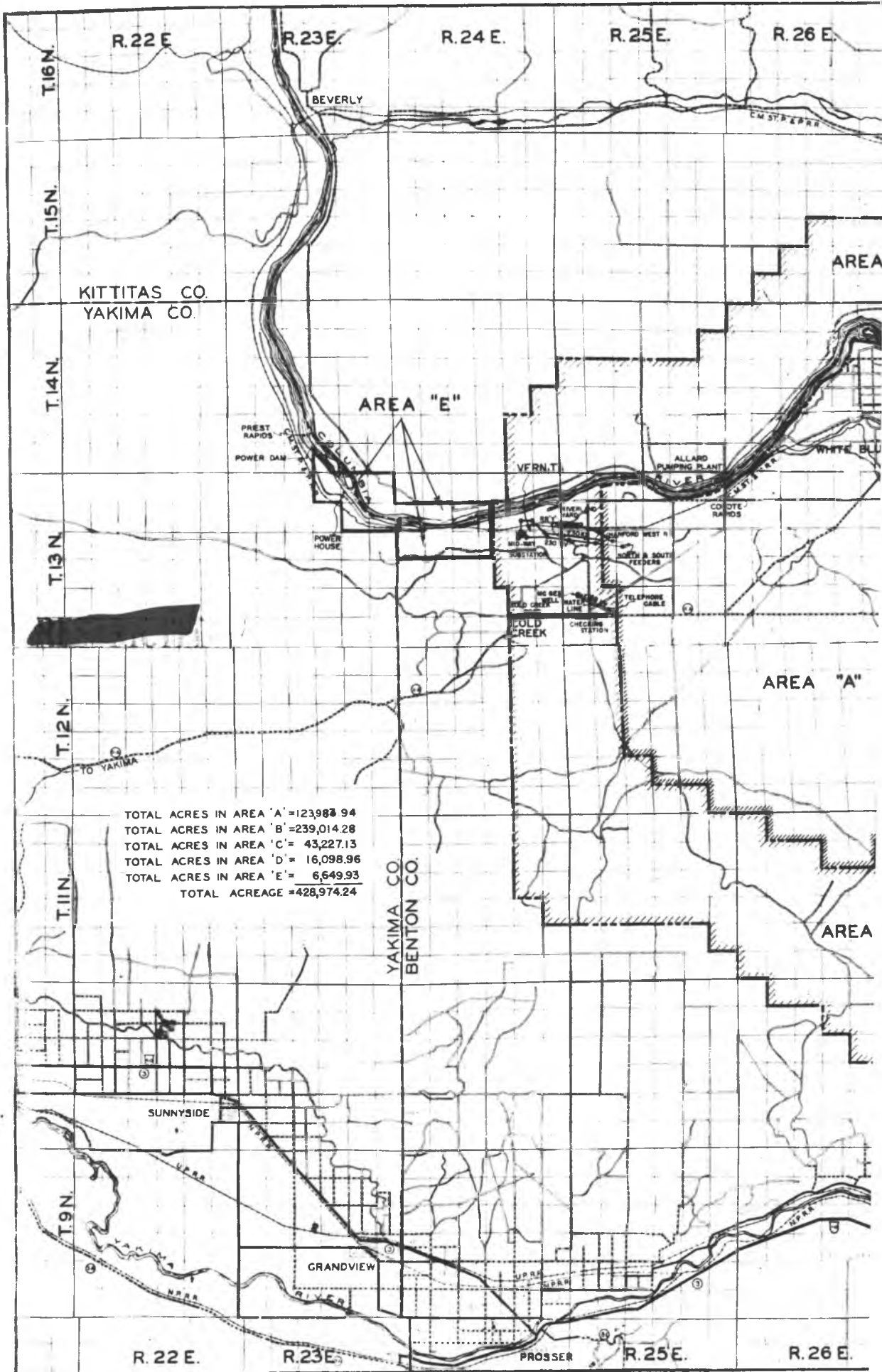
LEGEND

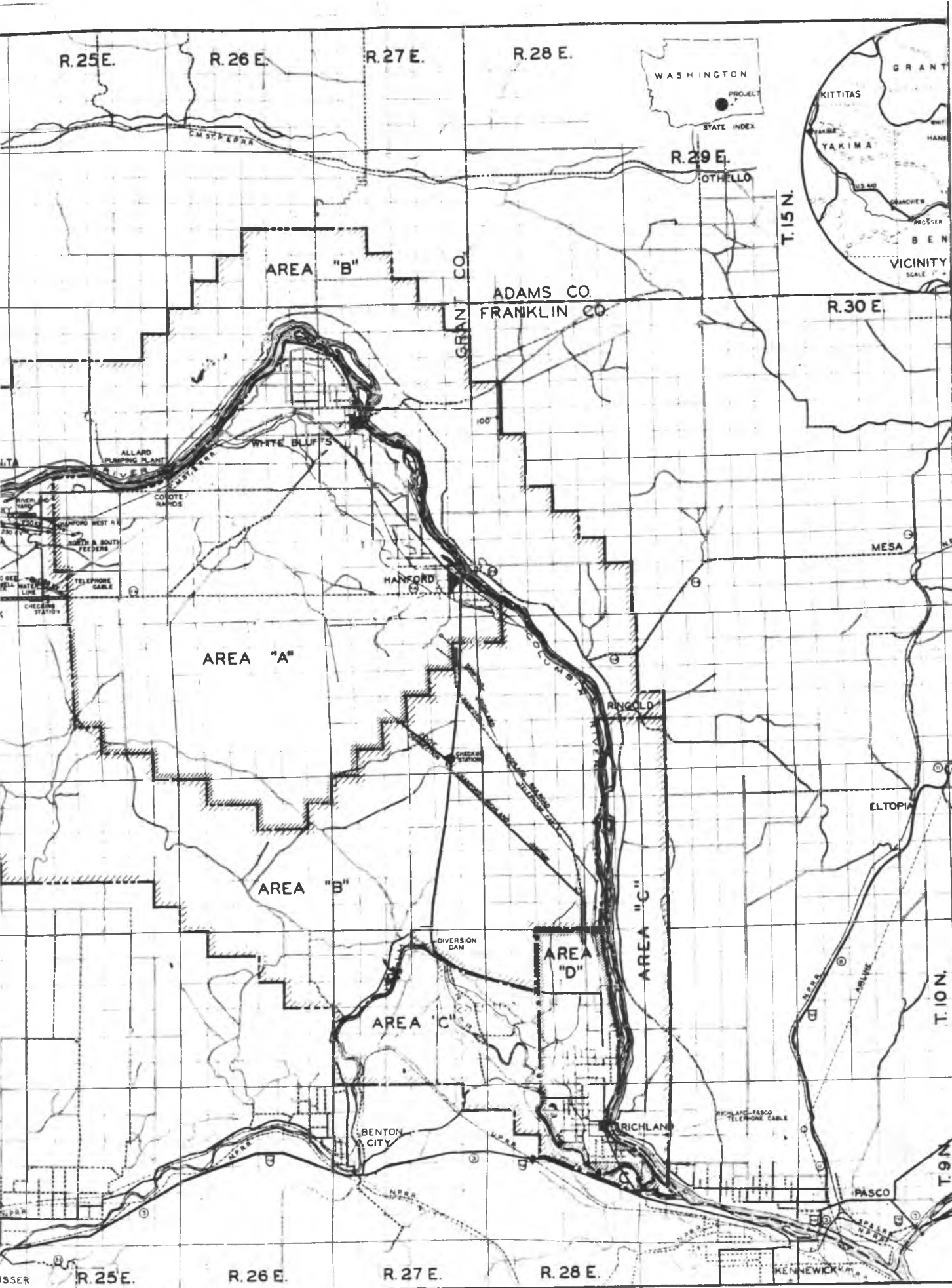
- UNIMPROVED ROAD
- - - GRADED & DRAINED ROAD
- METAL SURFACED ROAD
- PAVED ROAD
- - - RAILROAD
- - - AIR ROUTES
- DEPT OF COMM INTER-MEDIATE FIELD
- COMMERCIAL OR MUNICIPAL FIELD
- ⊠ UNITED STATES HIGHWAY
- ⊞ STATE HIGHWAY SYSTEM

NOTE:

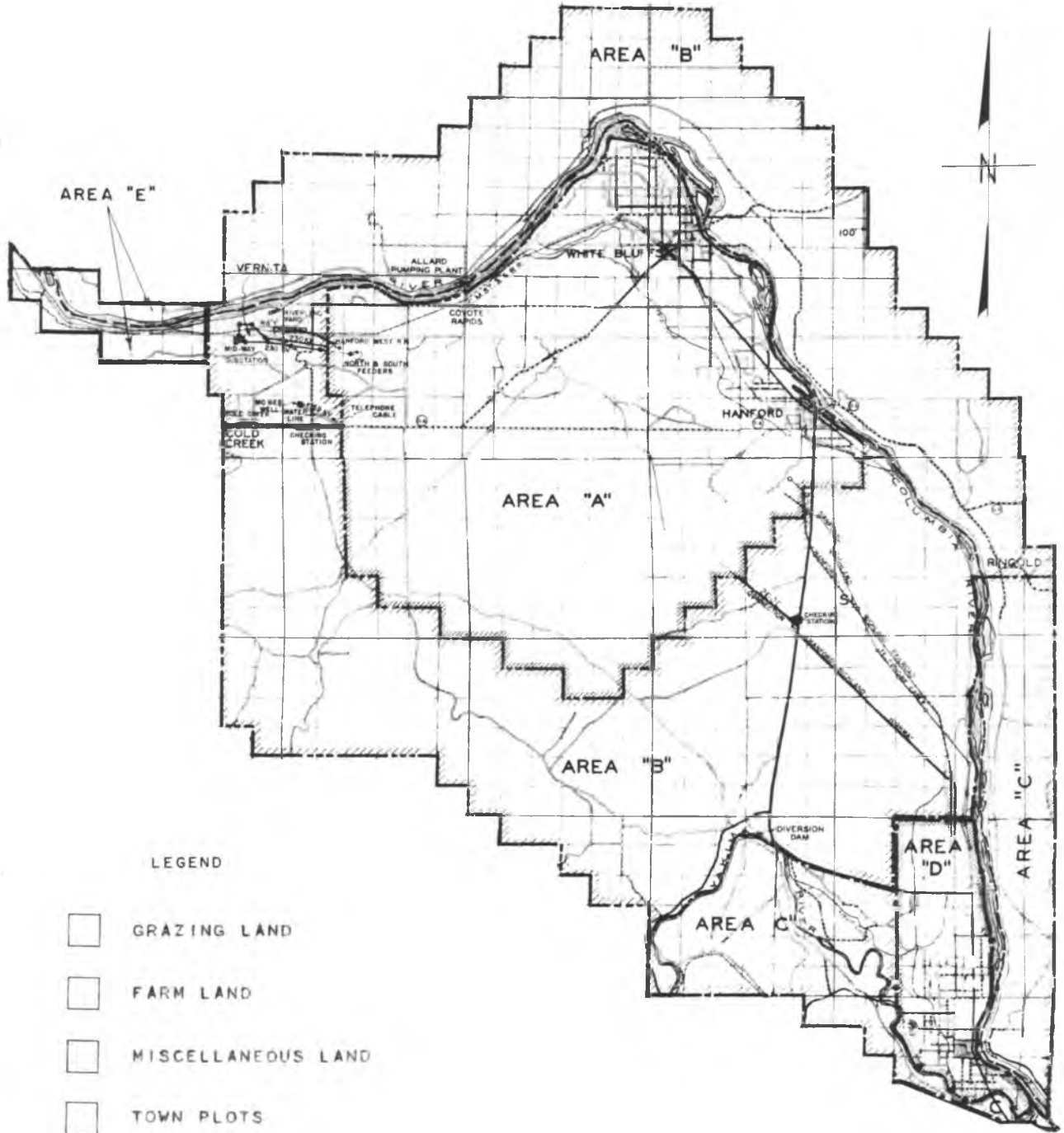
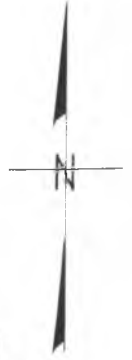
TOWNSHIPS AND RANGES  
BASED ON WILLAMETTE

**CLASSIFICATION CANCELLED**  
DOE NSI DECLASSIFICATION REVIEW E.O. 12958  
BY: KRS 14 T/MS 9/28/00 DDD





WAR DEPARTMENT  
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CONSTRUCTION DIVISION  
HANFORD ENGINEER WORKS

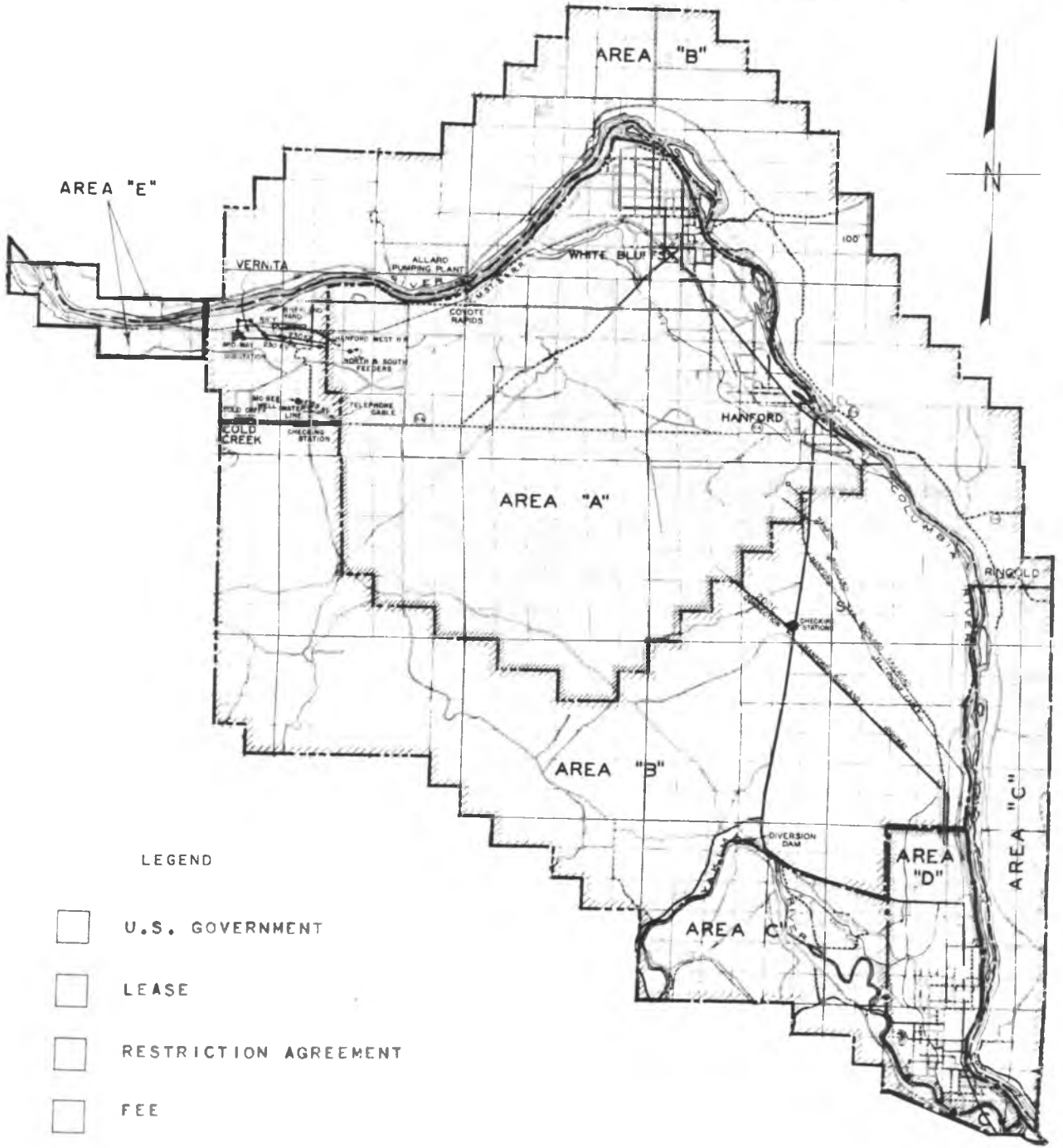
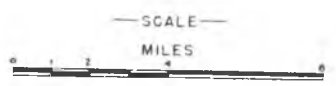


LEGEND

- GRAZING LAND
- FARM LAND
- MISCELLANEOUS LAND
- TOWN PLOTS
- 
-



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CONSTRUCTION DIVISION  
HANFORD ENGINEER WORKS

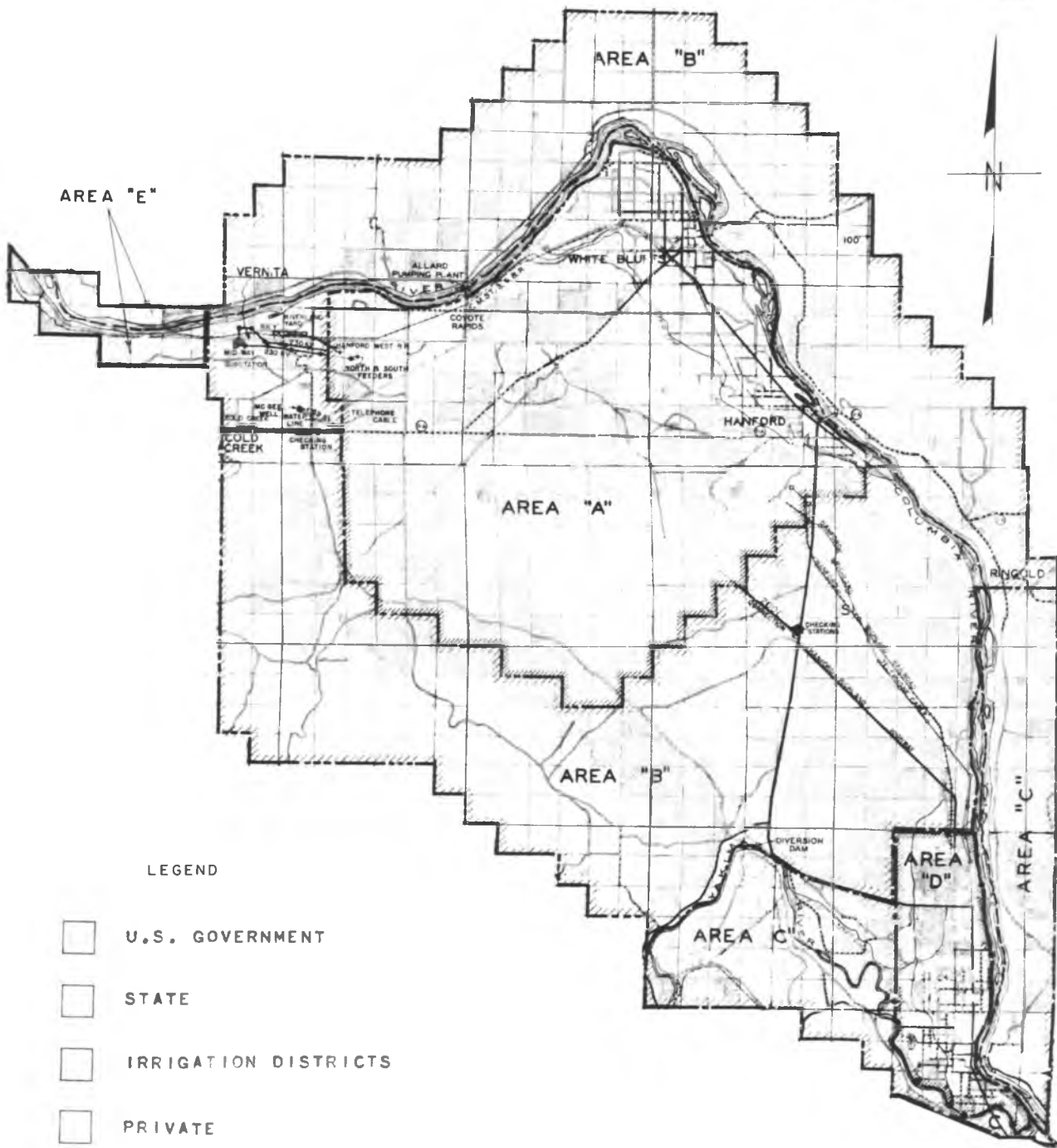


LEGEND

- U.S. GOVERNMENT
- LEASE
- RESTRICTION AGREEMENT
- FEE
- 
- 
-

WAR DEPARTMENT  
OFFICE OF THE CHIEF OF ENGINEERS  
CONSTRUCTION DIVISION

HANFORD ENGINEER WORKS



LEGEND

- U.S. GOVERNMENT
- STATE
- IRRIGATION DISTRICTS
- PRIVATE
- COUNTY
- RAILROAD

**APPENDIX "B"**

**PROGRESS GRAPHS**

<b><u>No.</u></b>	<b><u>Description</u></b>
<b>B-1</b>	<b>Progress of Fee Acquisition</b>
<b>B-2</b>	<b>Progress of Leasing and Restriction Agreements</b>

CHART 1  
HANFORD ENGINEER WORKS  
PROGRESS OF FEE ACQUISITION

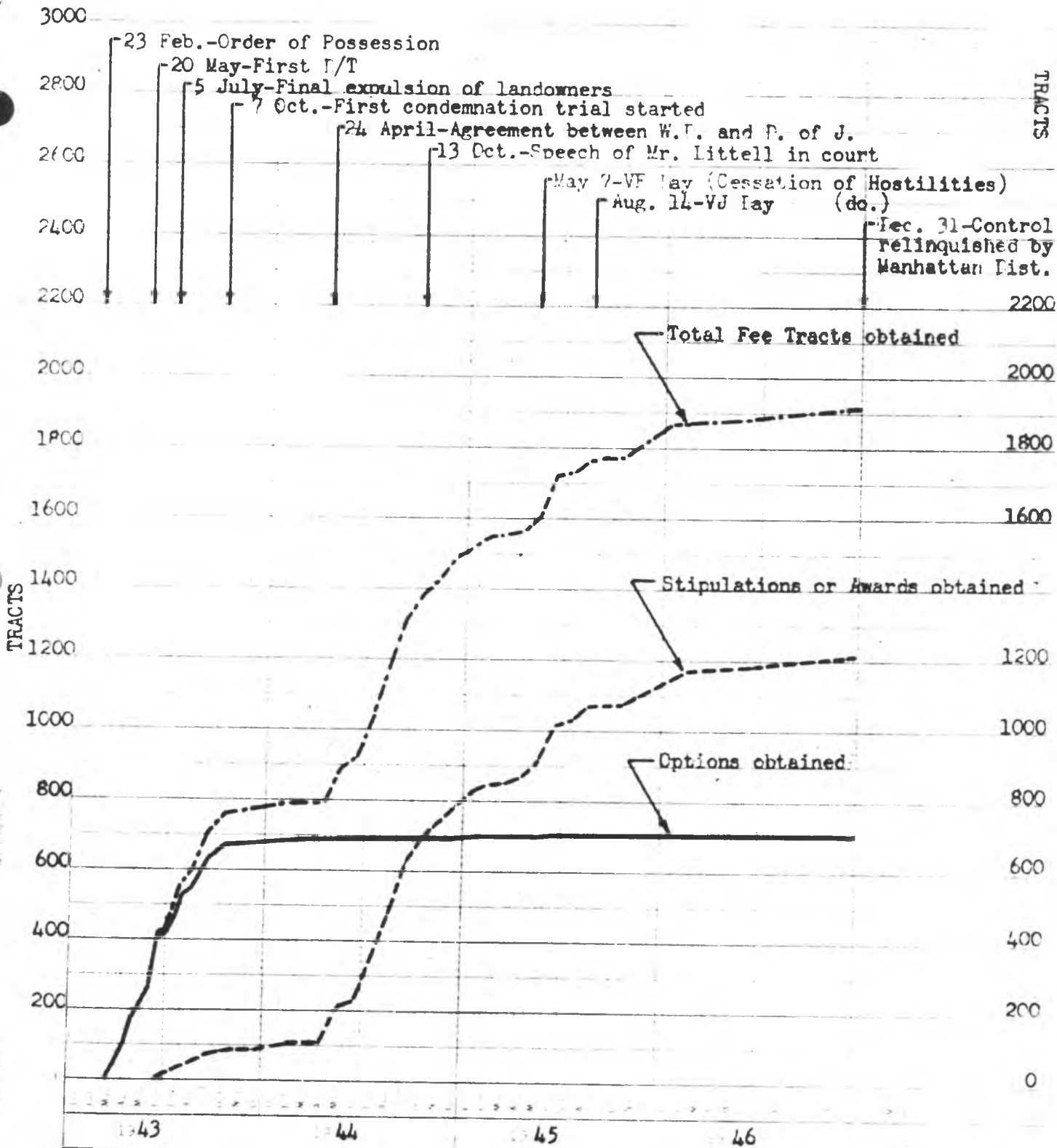
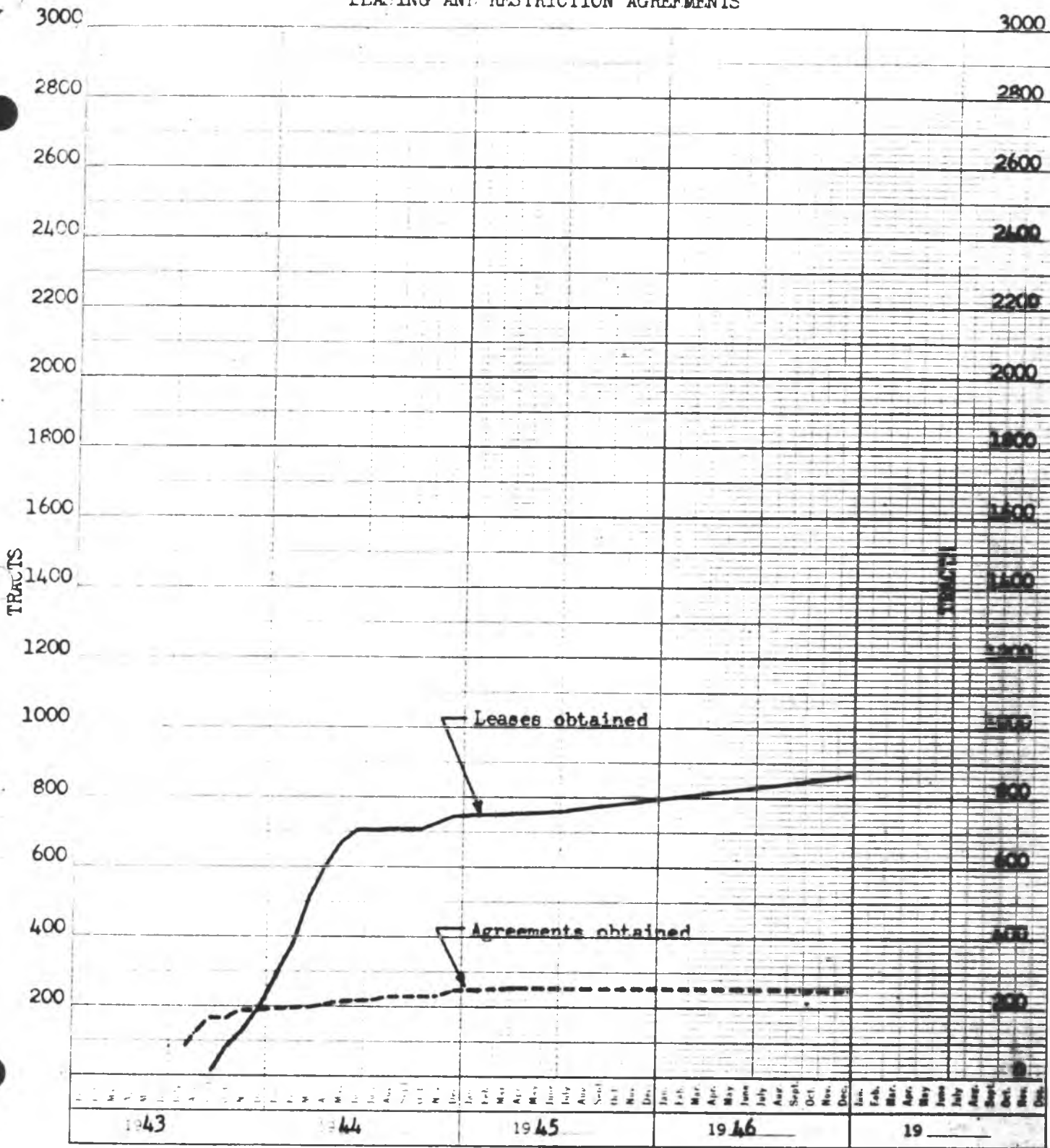


CHART 2  
HANFORD ENGINEER WORKS  
PROGRESS  
LEASING AND RESTRICTION AGREEMENTS



APPENDIX "C"

DOCUMENTS

<u>No.</u>	<u>Description</u>
C-1	Directives from Secretary of War a. RE-D 2161, 8 February 1948 b. RE-D 3065, 9 June 1944
C-2	Letter from Mr. Bernard H. Ramsey, Special Assistant to the Attorney General, to Mr. R. E. Brown, President, Federal Land Bank, Spokane, Washington, 11 May 1948.
C-3	Form letter from Real Estate Project Manager to Individual Property Owners May - August 1948.
C-4	Sample Forms of Appraisal Reports a. CF Form 24(4-12-42) b. Short Form c. Lease Form
C-5	Letter from Board of Directors, Richland Irrigation District, "To Richland Land Owners", dated 28 April 1948.
C-6	Typical Form of War Emergency Restriction Agreement.
C-7	Form of Option for Purchase of Land. CR Form 6 (4-20-42).
C-8	Typical Forms of Leases. a. CR Form 207 - Extending to 6 months after termination of emergency (Par. 8). b. CR Form 207 - Extending to 30 June 1950 (Par. 8).
C-9	Typical Forms of Stipulations.

a. Leasehold

b. Fee (without stipulation regarding deficiency judgment, etc.)

c. Fee (with stipulation regarding deficiency judgment, etc.)

C-10 Letter from Mr. Norman M. Littell to Under Secretary of War Patterson, 28 September 1944.

C-11 Memoranda from Real Estate Project Manager:

a. To Land owners in all areas, dated 23 March 1943

b. To Residents and Land owners within Areas "A" and "D" dated 23 April 1943.

WAR DEPARTMENT  
OFFICE OF THE CHIEF OF ENGINEERS  
WASHINGTON

CE 601.1 (Gable Project, Wash.)SPELA

February 8, 1943.

SUBJECT: Acquisition of Land for "Gable" Project, Pasco, Washington.

TO: The Commanding General, Services of Supply.

1. There is a military necessity for the acquisition of land indicated under subject above, and described more in detail in paragraph 2 below.

2. Description of land and other pertinent data are as follows:

a. BRIEF DESCRIPTION OF LAND: The area involved lies in the south central part of the State of Washington within parts of Benton, Yakima, Grant, Adams and Franklin Counties, as shown on the inclosed map.

b. PROPOSED USE: The land is required in connection with the activities of the Manhattan District, Corps of Engineers.

c. ACREAGE INVOLVED: Approximately 447,870 acres of land.

d. IMPROVEMENTS: The acquisition involves the purchase or lease of complete power plants, telephone systems, water supply systems, railroad and water power facilities, as well as numerous homes and business structures.

e. ESTIMATED COST: Approximately \$3,281,300 for the fee in area designated "A" (center red); approximately \$1,522,400 for the fee in area designated "D" (red); approximately \$65,000 per annum for a leasehold interest in area "B" (blue); approximately \$60,000 for the acquisition of all improvements on Area "B"; approximately \$50,000 for a leasehold interest in area designated "C" (green); and an additional \$100,000 for land acquisition in fee simple within Areas "B" and "C", and improvements in Area "G", if necessary. Area "E" (Brown) will require approximately \$75,000 for a leasehold interest in both land and improvements.

f. METHOD OF ACQUISITION: Areas "A" and "D" will be acquired in fee simple, and Areas "B" and "C" will be acquired by leasehold arrangement except for the developed farm land and improvements which will be acquired in fee simple by negotiation or condemnation.

g. REMARKS: In regard to the portion designated "B" (blue area), the areas therein which are irrigated and developed and for which completely restrictive leases are impracticable are to be purchased. The remaining areas are to be leased. Other than for the maintenance and development of access routes to the enclosed red areas, the leased blue area will not be utilized but access by other than authorized personnel is to be prohibited. The Bonneville Power Administration is to be allowed

\*\*\*\*\*  
\* FOR INFORMATION ONLY \*  
\*\*\*\*\*

App. C-1 (a)

Sheet No. 1 of 3 sheets



limited access for operation and maintenance work to the right of way of their Bonneville - Grand Coulee Power Line and through the blue area to the Midway Sub-station, In regard to the portion designated "C" this area can continue to be used as at present but any development which will result in or effect any material increase in population is to be prohibited. General access rights to the blue and red areas through the green area are to be reserved. For the portion designated "E" it can be acquired in fee simple only if necessary to avoid excess severances in connection with the acquisition of the irrigation district. The branch line railroad need not be acquired outside of the blue and red areas. Furthermore, it is understood that acquisition of any realty interest therein is subject to clearance by the Interdepartmental Air Traffic Control Board and the release by the United States Navy of any of the land within the project now being considered for training area.

3. The determination of military necessity is based upon the recommendation of the Deputy Chief, Construction Division, Corps of Engineers, as indicated in the inclosed memorandum, dated February 5, 1943.

4. Funds for this acquisition have not been included in any budget estimates. However, upon approval of the acquisition such obligations as are necessary for the purpose will be incurred from funds appropriated to the Chief of Engineers, and the project will be included in the next available estimates.

5. It is recommended that the Under Secretary of War be informed that there is a military necessity for the acquisition of the abovementioned land, and that he be requested to authorize this office to acquire the necessary land for this project.

6. It is also recommended that all papers necessary for the abovementioned acquisition be removed from secret status.

For the Chief of Engineers:

THOMAS M. ROBINS,  
Major General,  
Assistant Chief of Engineers.

2 Incls.

1 - memo fr Dep Ch 2-5-43

2 - map

SUBJECT: Acquisition of Land for "Gable" Project, Pasco, Washington.

1st Ind.

War Department, Headquarters, Services of Supply, February 8, 1943.

TO: The Under Secretary of War.

1. The Secretary of War directs that you be informed that a military necessity exists for the acquisition of the land referred to in the basic communication.

2. All papers necessary for acquisition of said land are hereby removed from secret status.

For the Commanding General:

W. D. STYER,  
Major General, G.S.C.,  
Chief of Staff.

2 Incls. n/c

2nd Ind.

Office of the Under Secretary of War,  
TO: Chief of Engineers.

February 9, 1943.

1. Approved for acquisition of land (for "Gable" Project, Pasco, Washington, of Manhattan Engineer District), in accordance with Section VII, Circular No. 47, W. D. 1942.

ROBERT P. PATTERSON,  
Under Secretary of War.

2 Incls. n/c

ARMY SERVICE FORCES  
 OFFICE OF THE CHIEF OF ENGINEERS  
 WASHINGTON

CE 601.1(Hanford Engr. Wks.,  
 Washington)SPELK

Subject: Acquisition of Land for Hanford Engineer Works Project, Washington.

To: The Commanding General, Army Service Forces, 5 June 1944.

1. The following directives have been issued in connection with the Hanford Engineer Works Project, Washington:

<u>Date</u>	<u>Number</u>	<u>Acreage</u>	<u>Estate Acq.</u>	<u>Amount</u>	<u>Use</u>
1943	RE-D	-	-	-	-
8 Feb	2161	190,833 257,037	Fee Leasehold	\$5,153,700	For the Manhattan District, Corps of Engineers
8 Apr	Unnum-	Authorized the amendment in the estate to be acquired in Areas bered "A", "B", and "C", thereof.			
28 Aug	2161A	Authorized a revision in the boundary line between Areas "B" and "C".			
25 Sept	2161A	Amended directive dated 8 February 1943 to authorize the transfer of Government owned lands to the use of the War Department			

2. Based upon the approval of the District Engineer, Manhattan District and the recommendation of the Division Engineer, Pacific Division, by letter dated 17 May 1944, a military necessity exists to revise and supplement the above mentioned directives as set forth below:

a. BRIEF DESCRIPTION OF THE LAND: The area is located in the south central part of the State of Washington within Benton, Franklin, Yakima and Grant Counties, as shown on the inclosed map, dated 20 May 1943 and revised 12 March 1944, marked Directive Map - Original, and entitled "Key Map of Segments Hanford Engineer Works", No. H 1 RE.

b. PROPOSED USE: For the Manhattan District, Corps of Engineers.

c. ACREAGE INVOLVED: Approximately 430,780 acres of land, including 79,400 acres of Government owned land (approximately 3,270 tracts).

d. IMPROVEMENTS: Power plants, telephone systems, water supply systems, railroads, water power facilities, highways, homes, business structures, cemeteries and farms.

## e. ESTIMATED COST: \$8,500,000, as follows:

(1) Area "A", 1,267 tracts totaling 99,784 acres to be acquired in fee	\$ 2,239,700
(2) Area "D", 645 tracts totaling 14,927 acres to be acquired in fee	1,911,400
(3) In Areas "B", "C", & "E", 135 tracts totaling 28,989 acres to be acquired in fee	425,000
(4) Areas "B", "C", & "E", 797 tracts comprising 170,800 acres to be leased (Annual rental)	20,000
(5) Acquisition of easements in Areas "B" & "C"	3,000
(6) Acquisition of all improvements in Area "B"	68,000
(7) Acquisition of all improvements in Area "E"	7,000
(8) Acquisition of improvements in Area "C"	16,000
(9) In Area "B" & "C" War restriction agreements on 253 tracts comprising 36,441 acres	255
(10) Cemetery removal	20,000
(11) Purchase of power lines	725,000
(12) Payment of bonds, interest and warrants of the Priest Rapids Irrigation District	170,000
(13) Payment of bonds, interest and warrants of the Richland Irrigation District	48,000
(14) Relocation of the Pacific Power & Light Company transmission lines	800,000
(15) Relocation of Secondary State Highway No. 11 A, provided title thereto cannot be revested in the state	<u>2,000,000</u>
Total	\$ 8,453,355

## f. ESTATE TO BE ACQUIRED:

(1) Area "A"

Acreage to be acquired in fee	99,783.62 acres
Acreage to be acquired by transfer	<u>24,200.32</u> acres
Total	123,983.94 acres

The following properties included in the above acreage are to be acquired in fee: (1) Columbia River Shore Lands located adjacent to the west and south banks of the Columbia River, (2) C.M. & St. P. Railroad right of way, (3) The holdings of the Columbia River Telephone Company and (4) The holdings of the Kennewick Telephone Company. The cemeteries will be removed from this area.

(2) Area "B"

Acreage to be acquired in fee (Improved Properties)	25,906.33 acres
Acreage to be acquired by transfer	45,349.33 acres
Acreage to be leased	165,773.00 acres
Acreage acquired by War restriction agreements	2,397.00 acres
Acreage acquired by permanent easement	<u>425.57</u> acres
Total	239,851.23 acres

The right of way of the C.M. & St. P. Railroad will be acquired in fee. The 425.5 acres referred to above and acquired for easement purposes include the Hanford-Richland Railroad, Hanford-Richland Telephone Cable, Hanford-Richland Highway, the 200 E connection, McGee Well right of way, Cold Creek Road right of way, the Hanford-West Railroad and Riverland Yards.

(3) Area "C"

Acreage to be acquired in fee (Improved Properties)	1,356.29 acres
Acreage to be leased	473.50 acres
Acreage to be acquired by temporary permit	8,360.34 acres
Acreage to be acquired by permanent easement	12.49 acres
Acreage to be acquired by War restriction agreement	<u>34,044.58</u> acres
Total	44,247.20 acres

The 12.49 acres referred to above will be acquired for the Richland-Pasco telephone cable right of way.

(4) Area "D"

Acreage to be acquired in fee	14,927.11 acres
Acreage to be acquired by transfer	<u>1,171.85</u> acres
Total	16,098.96 acres

The acreage to be acquired in fee referred to above includes the Columbia River and the Yakima shorelands.

(5) Area "E"

Acreage to be acquired in fee	1,726.00 acres
Acreage to be acquired by lease	4,553.45 acres
Acreage to be acquired by transfer	320.00 acres
Total	6,599.45 acres

Improvements of the Washington Irrigation District located in Area "E" will be acquired. The land upon which the said improvements are located will be leased. All land in Area "E" will be taken subject to the C.M. & St. P. Railroad right of way.

(6) General

(a) Pacific Power and Light Company lines, together with all switching stations and other related properties intact will be acquired.

(b) All roads in Areas "A", "B", "D" & "E" will be condemned and closed. If practicable, title to State Highway 11 A will be reverted in the State subject to Government right of possession during the period of the military use.

(c) All the Richland Irrigation District property will be acquired in fee regardless of ares, together with an undivided one-half interest in diversion dam on the Yakima River.

(d) All school properties in Area "A", "B", "D", & "E" will be acquired.

(e) All mineral interests within the Areas "A", "B", "D", & "E" will be acquired, or suspended during period of use of area by the Government.

(f) All Indian fishing rights on rivers in project will be terminated.

(g) The properties of the Priest Rapids Irrigation District will be acquired in fee. The property in Area "E" will be acquired subject to all easements and rights of the Washington Irrigation and Development Company.

g. METHOD OF ACQUISITION: Negotiation or condemnation.

3. Funds for this acquisition are available from funds allocated in the directive dated 8 February 1943, No. RE-D 2161, mentioned in paragraph one preceding, in the amount of \$5,153,700 and additional funds in the amount of \$3,346,300.00 are available from Public 108, 78th Congress, approved 1 July 1943,

4. It is recommended that the Under Secretary of War be informed that a military necessity exists for the acquisition of the land as above outlined and that he be requested to authorize the acquisition of an appropriate interest therein.

For the Chief of Engineers:

/s/Thomas H. Robins  
Major General  
Deputy Chief of Engineers

2 Incls.  
Ltr fr Div Engr 17 May 1944  
Directive Map

Subject: Acquisition of Land for Hanford Engineer Works Project, Washington.

\* 1st Ind.

War Department, Headquarters, Army Service Forces, 5 June 1944.

To: The Under Secretary of War.

The Secretary of War directs that you be informed that a military necessity exists for the acquisition of the land as outlined in basic letter.

For the Commanding General:

/s/F. M. Smith  
Colonel, General Staff Corps,  
Asst. to the Chief of Staff, A. S. F.

For W. D. Styer  
Major General, G.S.C.,  
Chief of Staff

2 Incls. n/c

2nd Ind.

Office of the Under Secretary of War, 5 June 1944.

To: The Chief of Engineers.

Approved for acquisition of land as outlined in basic letter in accordance with AR 100-61.

By direction of the Under Secretary of War:

/s/Marion Rushton  
Colonel, J.A.G.D.  
Administrative Officer

2 Incls. n/c

LANDS DIVISION  
525 Corbett Building  
Portland, Oregon  
May 11, 1943

Mr. R. E. Brown, President  
Federal Land Bank of Spokane  
Welsh Building  
Spokane, Washington

Dear Sir:

On the 22nd of April I was designated by the office of the Attorney General to take charge of the Hanford Project in Eastern Washington for the Department of Justice. I find that the Federal Land Bank appraisers have been assigned to the task of appraising the some three thousand ownerships within the project, and it has also been brought to my attention that the Federal Land Bank appraisers are under fire by certain agencies of the State of Washington and by many individuals within the boundaries of the project on the ground that their values as placed upon the properties within the project are below the true market value of the lands.

In view of the fact that I will be in charge of all the litigation incidental to the acquisition of these lands and that in all such litigation the Government's case must rest upon the testimony of these Federal Land Bank appraisers, I feel that I should leave no doubt in your mind or in the mind of any of the officials of the Federal Land Bank as to my personal attitude toward the work that your appraisal staff is doing in the Hanford Project. I have had the privilege of working with the greater number of your appraisers in connection with the acquisition of Camp White and Camp Adair in the State of Oregon by the War Department, and in all cases tried in these two projects, the Government relied exclusively upon the testimony of those appraisers. The results obtained were highly satisfactory and I assure you that I am personally convinced that no more competent and reliable appraisers can be found than those on the staff of the Federal Land Bank of Spokane. Further, I have found that they make exceptionally satisfactory witnesses in that they are not only able to properly appraise properties but are also able to demonstrate that fact to the trial juries. Both their ability and their absolute fairness as between the acquiring agencies and the individual land owners has been demonstrated to my absolute satisfaction. It is a great personal satisfaction to me that I will be able to rely upon the assistance of this able group of men in all future litigation arising from the acquisition program in the Hanford Project.

Very truly yours,

BHR:ba

BERNARD H. RAMSEY,  
Special Assistant to  
The Attorney General



cc: **Louis C. Chestnut**  
**Associate Chief, Reviewing Appraiser**  
**Welsh Building, Spokane, Washington**

**Fred Johnson, Project Manager**  
**Army Engineers**  
**Prosser, Washington**

**Norman M. Littell**  
**Assistant Attorney General**  
**Lands Division**  
**Washington, D. C.**

**Division Engineer**  
**Pacific Division**  
**War Department**  
**Salt Lake City, Utah**

WAR DEPARTMENT  
Office of the Division Engineer  
Pacific Division  
Hanford Engineer Works Project  
Struthers Building  
Prosser, Washington

C  
O  
P  
Y

Refer to File  
No. CE 601.1 EA  
(Hanford Engineer Works)  
Tract No.

Date: Mostly 7 May to  
1 August 1943

Dear Sir:

The National Emergency makes it necessary for the United States Government to acquire land in Benton County, Washington. The portion of said land described in the inclosed option forms is reported to be your property.

It is essential, in order that each of the owners within the area may receive payment at the earliest possible date, that this office receive your decision promptly upon this offer. Therefore, if we do not receive a response from you within seven (7) days from your receipt of this letter, it will be necessary that we assume you have elected not to accept the price which this office is authorized to pay you.

In the event that this office does not receive executed option forms from you or does not otherwise hear from you within the stated time, it will be necessary for this office to forward recommendation that the authorized amount be deposited in the registry of Federal Court.

This office desires to afford you an opportunity to conclude the sale of this property by the execution of the inclosed option form. The price stated in the option form is the authorized price upon which sale may be concluded between you and this office. If the amount established is agreeable to you, kindly sign the inclosed option forms in accordance with the instruction sheet prepared for your convenience in completing each detail for the proper completion of the forms.

A franked envelope is inclosed for your convenience in making a reply.

Very truly yours,

FRED H. JOHNSTON  
Real Estate Project Manager

3 Incls.:  
#1 - Option (6 cyps)  
#2 - Instruction Sheet  
#3 - Envelope

C O P Y

WAR DEPARTMENT  
Office of the Chief of Engineers    Project \_\_\_\_\_  
Construction Division  
Real Estate Branch                    Tract \_\_\_\_\_

APPRAISAL REPORT

STATE \_\_\_\_\_ COUNTY \_\_\_\_\_ CITY \_\_\_\_\_  
DISTRICT \_\_\_\_\_  
TOWNSHIP \_\_\_\_\_

PROPERTY OF \_\_\_\_\_ ADDRESS \_\_\_\_\_

LAND DESCRIPTION:

SAMPLE

Incorporating instructions contained in 7/10/42  
letter from John J. O'Brien.

AREA: \_\_\_\_\_ ACRES

THE APPRAISED VALUATION

TOTAL PRESENT MARKET VALUE \$ \_\_\_\_\_

Crops \$ \_\_\_\_\_ Severance \$ \_\_\_\_\_ } \_\_\_\_\_ \*

(\* Value of Growing Crops; Severance Damages)

(Note where both are involved segregate, as above)

(For method of Appraisal and Supporting Data see Pages 2, 3, and 4)

I certify that I have carefully examined the above described premises  
and the amount indicated represents my best unbiased judgment as to  
the present market value of the fee simple title thereto, except as  
otherwise indicated. I do further certify that I have no present or  
intended future interest therein.

DATE \_\_\_\_\_ APPRAISER \_\_\_\_\_

APPROVED:  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

PROJECT \_\_\_\_\_ TRACT \_\_\_\_\_

LOCATION, NEIGHBORHOOD, ETC.:

**Items to be covered in this section**

- Location
- Frontage on street, highways, etc.
- Conveniences available
- Comparison with other farms in the community
- Trend of sales values and conditions under which recent sales of comparable properties have occurred.

CHARACTER, TOPOGRAPHY AND ADAPTABILITY:

**Items to be covered in this section**

- Type of farm, condition, desirability of unit
- Principal soil types
- Domestic water supply and facilities
- Irrigation - water right and irrigation facilities
- Adequacy of Drainage - Tiling, natural drainage, etc.
- Financial history of the property.
  - (1) Date acquired.
  - (2) Cost of property to present owner.
  - (3) Trend of land values from date acquired to present.

Improvements since date acquired.

Tenant equities and the prevailing annual rentals for subject and similar properties.

ASSESSED VALUE 19 \_\_\_\_\_ ACRES ASSESSED \_\_\_\_\_

LAND \$ \_\_\_\_\_ IMPROVEMENTS \$ \_\_\_\_\_ OTHER \$ \_\_\_\_\_ TOTAL \$ \_\_\_\_\_

REMARKS RELATIVE TO ASSESSED VALUE:

**See supplemental memo for typical remarks.**

2

PROJECT \_\_\_\_\_ TRACT \_\_\_\_\_

VALUATION OF LAND:

Present Use	Soil Type	Topography	Area	Unit Value	Total Value
				\$	\$
Total					\$

VALUATION OF IMPROVEMENTS:

Kind	App. Age	Size	Floor Space	Cubicle Content	Construction	Roof	Foundation	Condition	Present Value	Salvage Value
		Give 5 square feet		Eliminate						
TOTAL										

There are \_\_\_\_\_ feet of (type) \_\_\_\_\_ fence. (Condition) \_\_\_\_\_  
 There are \_\_\_\_\_ feet of (type) \_\_\_\_\_ fence. (Condition) \_\_\_\_\_  
 There are \_\_\_\_\_ feet of (type) \_\_\_\_\_ fence. (Condition) \_\_\_\_\_  
 (Fences are included in land values)

The adequacy, general condition and desirability of the improvements are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VALUATION OF IMPROVEMENTS:**

Kind	App. Age	Size	Floor Space	Cubicle Content	Construction	Roof	Foundation	Condition	Present Value	Salvage Value
		Give & measure size measure		Eliminate						
TOTAL										

There are \_\_\_\_\_ feet of (type) \_\_\_\_\_ fence. (Condition) \_\_\_\_\_  
 There are \_\_\_\_\_ feet of (type) \_\_\_\_\_ fence. (Condition) \_\_\_\_\_  
 There are \_\_\_\_\_ feet of (type) \_\_\_\_\_ fence. (Condition) \_\_\_\_\_  
 (Fences are included in land values)

The adequacy, general condition and desirability of the improvements are: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note - On field sheet make plenty of notes on construction detail including number of rooms, type of chimneys, number of rooms, inside finishing, bathroom facilities, flooring, size of joists, etc.**

PROJECT \_\_\_\_\_

TRACT \_\_\_\_\_

SALES AND OFFERS OF SALE OF NEARBY PROPERTIES:

GRANTOR	GRANTEE	DATE	DEED BOOK	PAGE	ACRES OR AREA	ACTUAL CONSIDERATION	PRICE PER ACRE
---------	---------	------	--------------	------	------------------	-------------------------	-------------------

COMPARISON OF ABOVE WITH PROPERTY APPRAISED:

Factors for comparison are location; soil type; area in cultivation; improvements; topography; condition; general desirability and salability; etc.

GROWING CROPS:

TYPE	ACRES	ESTIMATED YIELD PER ACRE	UNIT VALUE	GROSS MARKET VALUE	COSTS TO MATURE, HARVEST & MARKET	NET CASH VALUE
			\$	\$	\$	\$

Method of operating rural lands, extent of cultivated and idle areas and details as to acreage, type and production of principal crops.

(Where more space is required use supplemental crop form attached)

APPRAISAL OF TIMBER, MINERALS, ETC.:GENERAL REMARKS:

(Discuss principal factors affecting conclusions):

**Favorable factors**

**Unfavorable factors**

**Special Features**

Adequate discussion of severance damage in partial takings is particularly important. In all cases it is essential that full details be reported as to how the taking operates to lessen the market value of the remaining portion.

Final statement - "All the foregoing factors including recent farm (or property) sales have been fully considered in establishing the Fair Market Value of this property."

COMPARISON OF ABOVE WITH PROPERTY APPRAISED:

Factors for comparison are location; soil type; area in cultivation; improvements; topography; condition; general desirability and sales etc.

GROWING CROPS:

TYPE	ACRES	ESTIMATED YIELD PER ACRE	UNIT VALUE	GROSS MARKET VALUE	COSTS TO MATURE, HARVEST & MARKET	NET CASH VALUE
			\$	\$	\$	\$

Method of operating rural lands, extent of cultivated and idle acre and details as to acreage, type and production of principal crops.

(Where more space is required use supplemental crop form attached)

APPRAISAL OF TIMBER, MINERALS, ETC.:

GENERAL REMARKS:

(Discuss principal factors affecting conclusions):

**Favorable factors**

**Unfavorable factors**

**Special Features**

Adequate discussion of severance damage in partial takings is particularly important. In all cases it is essential that full details be reported as to how the taking operates to lessen the market value of the remaining portion.

Final statement - "All the foregoing factors including recent farm (or property) sales have been fully considered in establishing the Fair Market Value of this property."





WAR DEPARTMENT  
Office Division Engineer  
Pacific Division  
Hanford Engineer Works Project  
Struthers Building  
Prosser, Washington

TO: The Chief of Engineers,  
U. S. Army  
Washington, D. C.

Tract No. \_\_\_\_\_  
Record Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Based upon an inspection and investigation, the following appraisal is submitted:

The property appraised is situated in \_\_\_\_\_ County, Washington, and is described as follows:

The above described property contains \_\_\_\_\_ acres.  
The assessed value is \$ \_\_\_\_\_. The annual taxes are \$ \_\_\_\_\_.

This property is vacant, unimproved land

Present Fair Market Value of this land is \$ \_\_\_\_\_.

WAR DEPARTMENT  
Office Division Engineer  
Pacific Division  
Hanford Engineer Works Project  
Struthers Building  
Prosser, Washington

TO: The Chief of Engineers,  
U. S. Army  
Washington, D. C.

Tract No. \_\_\_\_\_  
Record Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Based upon an inspection and investigation, the following appraisal is submitted:

The property appraised is situated in \_\_\_\_\_ County, Washington, and is described as follows:

The above described property contains \_\_\_\_\_ acres.  
The assessed value is \$ \_\_\_\_\_. The annual taxes are \$ \_\_\_\_\_.

This property is vacant, unimproved, desert grazing land

Present Fair Market Value of this land is \$ \_\_\_\_\_.

Present Fair Annual Rental Value of this property is \$ \_\_\_\_\_.

This property \_\_\_\_\_ leased

It is un  
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April 23, 1943

To Richland Land Owners:

You were informed sometime ago that the Irrigation District was taking steps to have the farms in the District appraised. This is now being done by a competent board of appraisers at the expense of the District. As soon as their work is completed for your farm the amount set by them can be obtained by calling at the irrigation office.

The District officials have also been informed that an appraisal of the irrigation system and assets will be made by the War Department.

The option being offered states that, "the Vendor agrees to convey to the United States of America, in accordance with the terms set forth below, the land, with the buildings and improvements thereon and all rights, hereditaments, easements and appurtenances thereunto belonging." Our attorneys inform us that this might be interpreted to mean that the persons signing options would not share in any division of the assets of the District.

While the matter of signing the option rests entirely with the individual property owner, we feel that the land owners are entitled to this information which has been obtained for their benefit.

Board of Directors,  
Richland Irrigation District

App C-5

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P  
Y

## WAR EMERGENCY RESTRICTION AGREEMENT

HANFORD ENGINEER WORKS, WASHINGTON

Grantor \_\_\_\_\_ Tract No. \_\_\_\_\_

Indenture made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_ of \_\_\_\_\_ County, in the State of \_\_\_\_\_, party of the first part, hereinafter called the Owner and the United States of America, party of the second part, hereinafter called the Government.

Witnesseth that, whereas the Owner owns a certain parcel of land in said County of \_\_\_\_\_, State of Washington, more particularly bounded and described as follows:

and;

Whereas, the United States of America is acquiring by lease, purchase or condemnation, a large area of land in said \_\_\_\_\_ County for purposes directly connected with the prosecution of the war and requires supervision and control of certain other land in the area adjoining the land so being acquired, and;

Whereas, the above described land of the Owner is within said area over which the Government requires close supervision and control but of which the Government does not presently need the use and possession, and;

Whereas, the Owner is desirous of retaining the use and possession of his said land so long as possible and consistent with the Government's needs and is willing to retain possession thereof and exercise his rights therein during the period hereinafter stated, subject to the conditions and restrictions hereinafter set forth.

Now, therefore, the Owner, in consideration of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), and other valuable considerations paid by the Government, the receipt and sufficiency of which are hereby acknowledged, covenants and agrees with the Government that during the period of the present emergency and for a period of six (6) months thereafter, his use and occupation of, and his rights in and to the use and enjoyment of the above described property shall be subject to the following restrictions and conditions, to each and all of which the Owner hereby agrees, namely:

(1) During said period the Owner may use said land only for the purposes, in the manner and to the extent that said property has been heretofore used by him and will erect or construct no new or additional building or structures thereon, or make no new, greater or different use thereof, than he has heretofore made of such premises without written consent of the Commanding Officer of the adjacent War Project in each instance.

and between \_\_\_\_\_ of \_\_\_\_\_,  
County, in the State of \_\_\_\_\_, party of the first part,  
hereinafter called the Owner and the United States of America, party of  
the second part, hereinafter called the Government.

Witnesseth that, whereas the Owner owns a certain parcel of land in  
said County of \_\_\_\_\_, State of Washington, more particularly  
bounded and described as follows:

and;

Whereas, the United States of America is acquiring by lease, pur-  
chase or condemnation, a large area of land in said \_\_\_\_\_ County  
for purposes directly connected with the prosecution of the war and re-  
quires supervision and control of certain other land in the area adjoin-  
ing the land so being acquired, and;

Whereas, the above described land of the Owner is within said area  
over which the Government requires close supervision and control but of  
which the Government does not presently need the use and possession, and;

Whereas, the Owner is desirous of retaining the use and possession  
of his said land so long as possible and consistent with the Government's  
needs and is willing to retain possession thereof and exercise his rights  
therein during the period hereinafter stated, subject to the conditions  
and restrictions hereinafter set forth.

Now, therefore, the Owner, in consideration of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), and other valuable considerations paid by the Government, the  
receipt and sufficiency of which are hereby acknowledged, covenants and  
agrees with the Government that during the period of the present emergency  
and for a period of six (6) months thereafter, his use and occupation of,  
and his rights in and to the use and enjoyment of the above described  
property shall be subject to the following restrictions and conditions, to  
each and all of which the Owner hereby agrees, namely:

(1) During said period the Owner may use said land only for the  
purposes, in the manner and to the extent that said property has been here-  
tofore used by him and will erect or construct no new or additional build-  
ing or structures thereon, or make no new, greater or different use there-  
of, than he has heretofore made of such premises without written consent  
of the Commanding Officer of the adjacent War Project in each instance.

(2) That during the period aforesaid the Owner will notify the Com-  
manding Officer prior to selling, leasing, transferring or conveying said  
land or any interest therein and will make or allow no use to be made  
thereof that may occasion or result in any increase in population of the  
area in which said land is located.

(3) During said period no person other than the Owner, members of his family and employees now living thereon shall be allowed to occupy said land except by consent of the Commanding Officer of the adjacent War Project, but nothing in this clause shall be construed as prohibiting persons from visiting the Owner. It is understood that the War Department may require identification as a condition of access to or egress from said land and the area in which the same is located.

(4) The foregoing covenants shall be binding upon the undersigned Owner and the heirs, executors, administrators, successors and assigns of said Owner.

(5) Said restrictions and all limitations on the use of said property by the Owner shall continue during the period of the existing National Emergency as declared by the President on May 27, 1941, and for a period of six (6) months thereafter and may be terminated prior to that date upon the posting in the area where said land is located, of a statement by an authorized representative of the War Department, that the need of the Government for the supervision and control of said area has terminated or by a similar statement in writing by the Chief of Engineers, Washington, D. C., any one of which shall be conclusive that said restrictions and each of them are terminated and no longer in effect.

I, \_\_\_\_\_, spouse of said Owner, agree to the above terms, conditions and restrictions.

Signed and sealed in quintuplicate by the party of the first part this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_.

Witness

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Contracting Officer

WAR DEPARTMENT  
Office of the Chief of Engineers Project \_\_\_\_\_  
Construction Division  
Real Estate Branch Tract \_\_\_\_\_  
Contract No. \_\_\_\_\_

Vendors \_\_\_\_\_

OPTION FOR PURCHASE OF LAND

In consideration of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the undersigned, hereinafter called the "Vendor", who represents that he is the owner of the property hereinafter described, hereby, for himself and his heirs, executors, administrators, successors and assigns, agrees to convey to the United States of America, in accordance with the terms and conditions set forth below, the land, with the buildings and improvements thereon and all rights, hereditaments, easements and appurtenances thereunto belonging, located in \_\_\_\_\_,

(District, Land Lot, Township)

County of \_\_\_\_\_, State of \_\_\_\_\_, bounded and described as follows:

And the Vendor agrees to convey to the United States, as hereinafter provided, a valid, indefeasible fee simple title to said land, subject to the following reservations and



exceptions and outstanding rights in third parties:

The terms of this option are as follows:

(1) The purchase price of said land is to be the sum of \_\_\_\_\_ Dollars (\$) payable as soon as the United States has accepted this option and has had a reasonable time within which to secure and examine the evidence of title to said land and to obtain the necessary approval of title; provided that the Vendor can execute and deliver to the United States a good and sufficient general warranty deed conveying said land, with the hereditaments and appurtenances thereunto belonging, to the United States of America in fee simple, free from all liens and encumbrances and shall quitclaim to the United States and its assigns all right, title or interest which the Vendor may have in the banks, beds and waters of any streams opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores or railroad rights of way abutting or adjoining said land, and in any other means of ingress or egress appurtenant thereto, said conveyance, however, to be subject to such outstanding easements or estates as may be set forth above; except that in conveyances by States, municipal corporations, fiduciaries and other persons acting in a representative capacity, a deed which does not contain general warranty covenants may be acceptable if otherwise satisfactory to the United States.

(2) It is the intention of the Vendor and he hereby agrees that this option may be accepted by the United States through any duly authorized representative, by delivering, mailing or telegraphing a notice of acceptance to the Vendor at the address stated below, at any time within \_\_\_\_\_ month(s) from the date hereof.

(3) It is understood that the United States is to defray the expenses incident to the preparation of the deed to the United States and the abstract or certificate of title; provided, however, that the Vendor will deliver to the representatives of the United States any abstracts, certificates of title or muniments of title available or in his possession.

(4) The Vendor agrees that all taxes, assessments and encumbrances which are a lien against the land at the time of the conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title and, if the Vendor fails to do so, the United States may pay any taxes, assessments and encumbrances which are a lien against the land; that the amount of such payments shall be deducted from the purchase price of the land; at the request of the United States by its authorized representative and without prior payment or tender of the purchase price, he will execute and deliver the general warranty deed hereinabove provided for conveying to the United States the land herein described; that he will pay the documentary revenue stamp tax and obtain and record such other evidence of title as may be required by the United States; it being understood that the Government will pay the fee for recordation of the deed to the United States.

(5) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative, or until the right of occupancy and use of the land, as hereinbelow provided for, has been exercised by the United States; and in the event that such loss or damage occurs, the United States may, without liability, refuse to accept conveyance of title, or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(6) The Vendor agrees that the United States may, at its election, and notwithstanding the prior acceptance of this option, acquire title to said land or any portion thereof or any interest therein, by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings and also agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation inclusive of interest for the taking of said land and that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount and that said consideration shall also be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in Paragraph (7).

(7) As additional consideration for the payment of the purchase price hereinabove set forth, the Vendor hereby grants to the United States the right of immediate occupancy and use of the land hereinabove described for any purpose whatsoever from and after the acceptance by the United States of this option until such time as said land is conveyed to the United States by the Vendor as hereinabove provided, and upon demand the Vendor will immediately vacate the property and deliver possession to the United States.

(8) It is agreed that the spouse, if any, of the Vendor by signing below agrees to join in any deed to the United States and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest in the contracted property or to relinquish and release any dower, courtesy, homestead or other rights or interest of such spouse therein.

CR Form 6 (Cont.)

(11) Wherever the context thereof requires, the singular number as used herein shall be read as plural, and the masculine gender as feminine or neuter.

(12) All terms and conditions with respect to this option are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this option not expressly contained herein.

SIGNED, SEALED AND DELIVERED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 194\_\_.

WITNESSES:

_____	Vendor	(SEAL)
_____	Spouse of Vendor	(SEAL)
_____	Vendor	(SEAL)
_____	Spouse of Vendor	(SEAL)
_____	Vendor	(SEAL)
_____	Spouse of Vendor	(SEAL)

NOTICE OF EXERCISE OF OPTION IS TO BE SENT TO:

\_\_\_\_\_ (Name)  
 \_\_\_\_\_ (Address)

WASHINGTON, D. C.

Date:

The offer of the Vendor contained in this option is hereby accepted for and on behalf of the United States of America.

WITNESS:

By \_\_\_\_\_ Contracting Officer  
 Office of the Chief of Engineers

TRACT NO. \_\_\_\_\_

No. W \_\_\_\_\_ Eng. \_\_\_\_\_

Negotiated Lease \_\_\_\_\_  
Contracting Officer

LAND LEASE

Between

and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
in the year one thousand nine hundred and \_\_\_\_\_ by and between

is \_\_\_\_\_, whose address \_\_\_\_\_  
and whose interest in the property hereinafter described is that of \_\_\_\_\_  
for \_\_\_\_\_ heirs, executors, administrators, successors,  
and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA,  
hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, located in the County of \_\_\_\_\_, State of Washington, viz:

to be used for the following purpose:

Military Purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning November 15, 1943 through June 30, 1944 provided that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the National Emergency as declared by the President of the United States in Proclamation No. 2487 dated May 27, 1941.

4. The Government shall pay the lessor rent at the following rate:

Payment shall be made at the end of each \_\_\_\_\_ by the Finance Officer, United States Army, 450 Mission Street, San Francisco, California.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time giving ninety (90) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at

and if given by the Lessor shall be addressed to the U. S. Division Engineer, San Francisco Sub Office, Pacific Division, 351 California Street, San Francisco, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commissions, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by Lessors upon contracts or leases secured or made through bona fide established commercial selling agencies maintained by the Lessor for the purpose of securing business.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

10.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

\_\_\_\_\_  
Lessor

(Address) \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessor

(Address) \_\_\_\_\_  
Lessor

\_\_\_\_\_  
Lessor

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Contracting Officer

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
\_\_\_\_\_, to me known to be the individual  
described in and who executed the within and foregoing instrument, and acknowledged  
that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for  
the uses and purposes therein mentioned. Given under my hand and official seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_\_.

(Notarial Seal)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_, residing at  
\_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

Tract No. \_\_\_\_\_

No. W. \_\_\_\_\_ ENG \_\_\_\_\_

Negotiated Lease \_\_\_\_\_

LAND LEASE

Between

and

THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ in the year one thousand nine hundred and \_\_\_\_\_ by and between

is \_\_\_\_\_, whose address

and whose interest in the property hereinafter described is that of

for \_\_\_\_\_ heirs, executors, administrators, successors,

and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, located in the County of \_\_\_\_\_, State of Washington, viz:

to be used for the following purpose:

Military Purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning November 15, 1943 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond June 30, 1969.

4. The Government shall pay the Lessor rent at the following rate:

~~per~~ Payment shall be made at the end of each \_\_\_\_\_ by the Finance Officer, United States Army, 450 Mission Street, San Francisco, California.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving <sup>ninety (90)</sup> ~~thirty (30)~~ days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at

and if given by the Lessor shall be addressed to U. S. Division Engineer, San Francisco Sub Office, Pacific Division, 351 California Street, San Francisco, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial selling agencies maintained by the Lessor for the purpose of securing business.

9. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.



10.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

_____	Lessor
(Address) _____	_____
_____	Lessor
(Address) _____	_____
_____	Lessor
_____	Lessor

THE UNITED STATES OF AMERICA

By \_\_\_\_\_  
Contracting Officer

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

On this day personally appeared before me \_\_\_\_\_  
\_\_\_\_\_, to me known to be the individual  
described in and who executed the within and foregoing instrument, and acknowledged  
that \_\_\_\_\_ signed the same as \_\_\_\_\_ free and voluntary act and deed, for  
the uses and purposes therein mentioned. Given under my hand and official seal  
this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

(Notarial Seal)

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_, residing at  
\_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

IN THE  
UNITED STATES DISTRICT COURT  
IN AND FOR THE EASTERN DISTRICT OF WASHINGTON  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,  
Petitioner,

v.

GROVER C. RUSSELL, et al.,  
Defendants:

NO.

COPY

STIPULATION

TRACT NO.

Stipulating Defendants.

WHEREAS, a petition in condemnation was filed in this Honorable Court in the name of the United States of America for the acquisition of a leasehold interest for a term of years upon the following described tract of land situated in \_\_\_\_\_, Washington for use in connection with the establishment of the Hanford Engineer Works:

TRACT NO.

Washington, and,

WHEREAS, a declaration of taking was simultaneously filed in this Honorable Court on the \_\_\_\_\_ day of \_\_\_\_\_, 1944, for the acquisition of a leasehold interest for a term of years to said land, subject, however, to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines: and,

COPY

4  
5 UNITED STATES OF AMERICA,

6 Petitioner,

NO.

7 v.

COPY

8 GROVER C. RUSSELL, et al.,

9 Defendants

STIPULATION

10  
11 TRACT NO.

12  
13 Stipulating Defendants.

14 WHEREAS, a petition in condemnation was filed in this Honorable Court  
15 in the name of the United States of America for the acquisition of a lease-  
16 hold interest for a term of years upon the following described tract of land  
17 situated in \_\_\_\_\_, Washington for use in connection with the estab-  
18 lishment of the Hanford Engineer Works;

19 TRACT NO.

20  
21  
22 Washington, and,

COPY

23 WHEREAS, a declaration of taking was simultaneously filed in this Honor-  
24 able Court on the \_\_\_\_\_ day of \_\_\_\_\_, 1944, for the acquisition of a leasehold  
25 interest for a term of years to said land, subject, however, to existing ease-  
26 ments for public roads and highways, for public utilities, for railroads and  
27 for pipe lines; and,

28 WHEREAS, subsequent to the filing of said declaration of taking, the  
29 Secretary of War, acting pursuant to existing legislation, has determined that  
30 such condemnation proceeding is no longer necessary for the reason that the  
31 record owners of said property have entered into a lease thereof with the  
32 United States of America covering said property; and,

COPY

1 WHEREAS, the said

2 in consideration of the sum of

3 DOLLARS (\$) ) have executed and delivered unto the pe  
4 tioner a lease for a term of years on said premises, a true copy of which  
5 lease is herewith attached, marked Exhibit "A", and by express reference  
6 a part hereof; and,

7 NOW, THEREFORE, it is

COA

8 STIPULATED and agreed by the petitioner, the United States of America  
9 appearing by Bernard H. Ramsey, Special Assistant to the Attorney General of  
10 United States of America, by authority and under the direction of the Atto  
11 General of the United States of America, acting pursuant to authority conf  
12 red by the Act of Congress approved October 21, 1942 (56 Stat. 797; Public  
13 No. 572-77th Congress) and upon request of the Secretary of War, and said  
14 stipulating defendants, as follows:

15 1. That possession by petitioner of said real property  
16 hereinabove described is confirmed and ratified.

17 2. That the payment of the said sum of

18 Dollars (\$) ) in consideration

19 of said leasehold estate is in full satisfaction of and  
20 constitutes the payment of just and full compensation  
21 to said defendants for the use and occupancy of said  
22 land by the United States of America for the period of one  
23 year.

24 3. That said defendants waive and disclaim any and all right  
25 legal or equitable, to have and recover a judgment herein.

4 tioner a lease for a term of years on said premises, a true copy of which  
5 lease is hereunto attached, marked Exhibit "A", and by express reference made  
6 a part hereof; and,

7 NOW, THEREFORE, it is

COPY

8 STIPULATED and agreed by the petitioner, the United States of America ap-  
9 pearing by Bernard H. Ramsey, Special Assistant to the Attorney General of the  
10 United States of America, by authority and under the direction of the Attorney  
11 General of the United States of America, acting pursuant to authority confer-  
12 red by the Act of Congress approved October 21, 1942 (56 Stat. 797; Public  
13 No. 572-77th Congress) and upon request of the Secretary of War, and said  
14 stipulating defendants, as follows:

15 1. That possession by petitioner of said real property  
16 hereinabove described is confirmed and ratified.

17 2. That the payment of the said sum of

18 Dollars (\$ ) in consideration

19 of said leasehold estate is in full satisfaction of and  
20 constitutes the payment of just and full compensation  
21 to said defendants for the use and occupancy of said  
22 land by the United States of America for the period of one  
23 year.

24 3. That said defendants waive and disclaim any and all right  
25 legal or equitable, to have and recover a judgment herein,  
26 or in any other proceeding involving said real property  
27 or for the use thereof.

28 4. That the monies deposited in the registry of this Court  
29 by the petitioner as compensation for the taking of said  
30 leasehold interest or any extension thereof shall be by  
31 the above entitled Court returned to the Treasurer of the  
32 United States of America.

COPY

1 5. That the above entitled cause as to these stipulating  
2 defendants and said property, shall be dismissed with-  
3 out cost as to either party, and the Court is authorized  
4 to enter an order of dismissal and judgment in accord-  
5 ance with the provisions of this stipulation, upon the  
6 filing hereof and without notice to these stipulating  
7 defendants.

8 DATED this            day of            ,1944.

9 UNITED STATES OF AMERICA,

10 By \_\_\_\_\_

11 \_\_\_\_\_  
12 Attorneys for Petitioner

13 COPY

14 \_\_\_\_\_  
15 Stipulating Defendants

16 Post Office Address:  
17

18  
19  
20 STATE OF WASHINGTON    )

21 County of                )

ss.

22 \_\_\_\_\_, as their sole and separate estates, being first duly  
23 sworn, on oath deposes and says: That they are the Stipulating Defendants a  
24 named; That they have read the foregoing Stipulation, know the contents th  
25 of and that the statements therein contained are true and correct.

26 SUBSCRIBED and sworn to before me this            day of            .

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE EASTERN DISTRICT OF WASHINGTON  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,  
Petitioner,  
v.  
CLEMENTS P. ALBERTS, et al.,  
Stipulating Defendant.

NO. \_\_\_\_\_

STIPULATION FIXING  
COMPENSATION

TRACT NO. \_\_\_\_\_

The undersigned defendant appearing generally and waiving service and all rights to a hearing on the petition and pleadings filed herein and to a hearing or trial on the issue of just compensation, and the petitioner, the United States of America, appearing by and through Bernard H. Ramsey, Special Assistant to the Attorney General of the United States of America, by authority and under the direction of the Attorney General of the United States of America,

DO HEREBY STIPULATE and agree that the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the United States of America of the full fee simple title in and to the hereinafter numbered and described tract of land, to-wit:

TRACT NO. \_\_\_\_\_

(description)

subject to existing easements for public roads and highways, for public utilities, for railroads, for pipe lines, (and for existing irrigation ditches,

4 UNITED STATES OF AMERICA,

5 Petitioner,

NO. \_\_\_\_\_

6 v.

7 CLEMENTS P. ALBERTS, et al.,

STIPULATION FIXING  
COMPENSATION

TRACT NO. \_\_\_\_\_

8 \_\_\_\_\_  
9 Stipulating Defendant.

COPY

10  
11 The undersigned defendant appearing generally and waiving service and  
12 all rights to a hearing on the petition and pleadings filed herein and to a  
13 hearing or trial on the issue of just compensation, and the petitioner, the  
14 United States of America, appearing by and through Bernard H. Ramsey, Spe-  
15 cial Assistant to the Attorney General of the United States of America, by  
16 authority and under the direction of the Attorney General of the United  
17 States of America,

18 DO HEREBY STIPULATE and agree that the sum of \_\_\_\_\_ DOLLARS  
19 (\$\_\_\_\_\_) inclusive of interest, shall be in full satisfaction of and just  
20 compensation for the taking by the United States of America of the full fee  
21 simple title in and to the hereinafter numbered and described tract of land,  
22 to-wit:

23 TRACT NO. \_\_\_\_\_

24 (description)

25 subject to existing easements for public roads and highways, for public  
26 utilities, for railroads, for pipe lines, (and for existing irrigation ditches,  
27 canals and laterals owned by the \_\_\_\_\_ Irrigation District), to-  
28 gether with all improvements thereon and all rights, tenements, hereditaments  
29 and appurtenances thereunto belonging or in any wise appertaining, and

30  
31 IT IS FURTHER STIPULATED and agreed by and between the parties hereto  
32 that said stipulated sum shall be subject to any and all advances or pay-  
ments heretofore made to the undersigned defendant and subject to all liens,

COPY



1 encumbrances and charges of whatsoever nature existing at the time of the tak-  
2 ing of the said land, and that any and all awards of just compensation ascer-  
3 tained and awarded in this proceeding and established by judgment herein to  
4 any and all parties now or subsequently named as defendants herein, shall be  
5 payable and deductible from the said sum and the parties hereto consent to  
6 the entry by this Court of all orders, judgments and decrees necessary and ap-  
7 propriate to effectuate this stipulation and agreement.

8 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

9 UNITED STATES OF AMERICA

10 By \_\_\_\_\_

11 Special Assistant to  
The Attorney General

12 APPROVED:

13 \_\_\_\_\_  
14 Of Attorneys for Defendant

15 \_\_\_\_\_  
16 Stipulating Defendant

17 Post Office Address:  
18 \_\_\_\_\_  
19 \_\_\_\_\_

20 STATE OF \_\_\_\_\_

21 County of \_\_\_\_\_ } ss.  
22

23 \_\_\_\_\_, being first duly sworn, deposes and says:  
24 That he is the Stipulating Defendant above named, has read the within and fore-  
25 going Stipulation, knows the contents thereof and believes the facts therein  
26 stated to be true.  
27

28 \_\_\_\_\_  
29 SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

30 \_\_\_\_\_  
31 NOTARY PUBLIC in and for the State of  
32 \_\_\_\_\_, residing at \_\_\_\_\_

4 any and all parties now or subsequently named as defendants herein, shall be  
5 payable and deductible from the said sum and the parties hereto consent to  
6 the entry by this Court of all orders, judgments and decrees necessary and ap-  
7 propriate to effectuate this stipulation and agreement.

8 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

9 UNITED STATES OF AMERICA

10 By \_\_\_\_\_  
11 Special Assistant to  
12 The Attorney General

13 APPROVED:

14 \_\_\_\_\_  
15 Of Attorneys for Defendant

16 \_\_\_\_\_  
17 Stipulating Defendant

18 Post Office Address:  
19 \_\_\_\_\_  
20 \_\_\_\_\_

COPY

21 STATE OF \_\_\_\_\_ }  
22 County of \_\_\_\_\_ } ss.

23 \_\_\_\_\_, being first duly sworn, deposes and says:  
24 That he is the Stipulating Defendant above named, has read the within and fore-  
25 going Stipulation, knows the contents thereof and believes the facts therein  
26 stated to be true.

27 \_\_\_\_\_  
28 SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_.

29 \_\_\_\_\_  
30 NOTARY PUBLIC in and for the State of \_\_\_\_\_  
31 \_\_\_\_\_, residing at \_\_\_\_\_

32 My commission expires \_\_\_\_\_

Ybb. C-2 (P)

COPY

IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE EASTERN DISTRICT OF WASHINGTON  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Petitioner,

v.

CLEMENTS P. ALBERTS, et al.,

Stipulating Defendants.

NO. \_\_\_\_\_

STIPULATION FIXING COM

TRACT NO. \_\_\_\_\_

The undersigned defendants appearing generally and waiving service at all rights to a hearing on the petition and pleadings filed herein and to a hearing or trial on the issue of just compensation, and the petitioner, the United States of America, appearing by and through Bernard H. Ramsey, Special Assistant to the Attorney General of the United States of America, by authority and under the direction of the Attorney General of the United States of America,

DO HEREBY STIPULATE and agree that the sum of \_\_\_\_\_ DOI (\$ \_\_\_\_\_) inclusive of interest, shall be in full satisfaction of and just compensation for the taking by the United States of America of the full fee simple title in and to the hereinafter numbered and described tract of land

wit:

TRACT NO. \_\_\_\_\_

(description)

subject to existing easements for public roads and highways, for public util

4 UNITED STATES OF AMERICA,

5 Petitioner,

6 v.

7 CLEMENTS P. ALBERTS, et al.,

8  
9 Stipulating Defendants.

NO. \_\_\_\_\_

STIPULATION FIXING COMPENSATION

TRACT NO. \_\_\_\_\_

10  
11 The undersigned defendants appearing generally and waiving service and  
12 all rights, to a hearing on the petition and pleadings filed herein and to a  
13 hearing or trial on the issue of just compensation, and the petitioner, the  
14 United States of America, appearing by and through Bernard H. Ramsey, Special  
15 Assistant to the Attorney General of the United States of America, by authori-  
16 ty and under the direction of the Attorney General of the United States of  
17 America,

18 DO HEREBY STIPULATE and agree that the sum of \_\_\_\_\_ DOLLARS  
19 (\$\_\_\_\_\_) inclusive of interest, shall be in full satisfaction of and just  
20 compensation for the taking by the United States of America of the full fee  
21 simple title in and to the hereinafter numbered and described tract of land, to-  
22 wit:

23 COPY  
24 TRACT NO. \_\_\_\_\_ COPY

25 (description)

26 subject to existing easements for public roads and highways, for public utilities,  
27 for railroads, for pipe lines and for existing irrigation ditches, canals and  
28 laterals owned by the \_\_\_\_\_ Irrigation District; together with all  
29 improvements thereon and all rights, tenements, hereditaments and appurtenances  
30 thereunto belonging or in any wise appertaining, and

31 IT IS FURTHER STIPULATED and agreed by and between the parties hereto that  
32 said stipulated sum shall be subject to any and all advances or payments, hereto-

COPY

fore made to the undersigned defendants, and subject to all liens, encumbrances and charges of whatsoever nature existing at the time of the taking of the said land, and that any and all awards of just compensation ascertained and awarded in this proceeding and established by judgment herein to any and all parties now or subsequently named as defendants herein, shall be payable and deductible from the said sum;

IT IS FURTHER STIPULATED and agreed by and between the parties hereto that the remaining balance on deposit in the registry of this Court in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) may be disbursed and paid unto the Stipulating Defendant and that this Court may make and enter a Deficiency Judgment without interest on any part thereof in favor of \_\_\_\_\_ and against the United States of America in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

IT IS FURTHER STIPULATED and agreed by and between the parties hereto that this Court may make and enter all orders, judgments and decrees necessary and appropriate to effectuate this stipulation and agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_\_.

UNITED STATES OF AMERICA

By \_\_\_\_\_  
Special Assistant to  
The Attorney General

\_\_\_\_\_

Stipulating Defendants

Post Office Address:

\_\_\_\_\_  
\_\_\_\_\_

COPY

3 land, and that any and all awards of just compensation ascertained and awarded  
4 in this proceeding and established by judgment herein to any and all parties  
5 now or subsequently named as defendants herein, shall be payable and deductible  
6 from the said sum;

7 IT IS FURTHER STIPULATED and agreed by and between the parties hereto  
8 that the remaining balance on deposit in the registry of this Court in the sum  
9 of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) may be disbursed and paid unto the  
10 Stipulating Defendant and that this Court may make and enter a Deficiency Judg-  
11 ment without interest on any part thereof in favor of \_\_\_\_\_ and against  
12 the United States of America in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

13 IT IS FURTHER STIPULATED and agreed by and between the parties hereto  
14 that this Court may make and enter all orders, judgments and decrees necessary  
15 and appropriate to effectuate this stipulation and agreement.  
16

17 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_\_.

18 UNITED STATES OF AMERICA

19 By \_\_\_\_\_  
20 Special Assistant to  
21 The Attorney General

22 \_\_\_\_\_  
23 Stipulating Defendants

24 Post Office Address:  
25 \_\_\_\_\_  
26 \_\_\_\_\_

27  
28 COPY



COPY

\_\_\_\_\_ and \_\_\_\_\_, being first duly sworn, each for himself deposes and says: That he is one of the Stipulating Defendants above named; That he has read the foregoing Stipulation, knows the contents thereof and believes the facts therein stated to be true.

\_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 194\_\_.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
\_\_\_\_\_ residing at \_\_\_\_\_  
My commission expires \_\_\_\_\_

COPY

COPY

ybb C-2 (c)



DEPARTMENT OF JUSTICE  
Washington

Norman M. Littell  
Assistant Attorney General

September 28, 1944

Honorable Robert P. Patterson  
Under Secretary of War  
Washington, D. C.

Dear Mr. Patterson:

In our conference on September 1st, I mentioned to you the problem of the Hanford Engineering Project in Eastern Washington, in respect to which I conferred with Colonel O'Brien and other officers in Yakima last April, pursuant to the request of General Somervell.

It has been clear for some time that either the appraisals of the War Department were too low or the jury verdicts on the trial of condemnation cases were too high. At the request of the War Department, I sent C. V. Landrum, Special Assistant to the United States Attorney, and one of the outstanding trial lawyers in the country, to try a number of these cases, even though I had the utmost confidence in Bernard H. Ramsey, Special Assistant to the Attorney General, who had tried the preceding cases. Even the War Department had previously expressed confidence in him for his work in Oregon. Change in counsel did not improve the situation. The verdicts on 11 tracts on which trials have just been concluded were about 70% above the appraisals whereas in the last couple of cases tried by Mr. Ramsey, the awards were about 30% above the appraisals.

In the meantime, because of the great hardship which has been vested on property owners who had to await the payment of just compensation in the over whelming preponderance of cases which could not be acquired by direct negotiations, I also sent to Washington one of our ablest appraisers who reappraised 80 tracts at different places in the project. These reappraisals pointed up what has frequently been the subject of differences between Colonel O'Brien and myself - inadequate and faulty appraisal work. I am having a further and more extensive recheck of valuations in this project and will be guided by the outcome of this work in the disposal of future cases in the Hanford Project.

Kindest regards.

Sincerely yours,

Norman M. Littell /s/  
NORMAN M. LITTELL  
Assistant Attorney General

App. C-10

C  
O  
P  
Y

MEMORANDUM TO LANDOWNERS IN HANFORD ENGINEERING PROJECT,  
FROM U. S. ENGINEERS OFFICE, PROSSER, WASH.

The following is the best available information regarding possible operations and the necessary dates for vacating lands covered by the recent Order of Possession on Hanford Engineer Works Project.

IT MUST BE KEPT IN MIND THAT NOTHING IN THIS MEMORANDUM IS TO BE CONSTRUED AS A DEFINITE COMMITMENT OR PROMISE, but we have reason to believe that there will be little future modification of the following statements.

LANDOWNERS IN AREA D - RICHLAND & VICINITY.

It probably will be about March 29th before this office can give specific information regarding the dates of vacating various portions of the area described as an area two miles wide, and running five miles north and south with the town of Richland being near the southerly end of the area, and the Columbia River being the east boundary. The area is bounded on the west by the section line between Sections 3 and 4, and between Sections 9 and 10, which lie west of Richland and extending on northward for three miles north of the township line. The south boundary of this area is the south Section line of Sections 10 and 11, in T. 9, Range 28, which runs along A Street in the south end of Richland. The north line of the area is three miles north of the township line between Sections 14-15 and Sections 22-23.

Landowners living in Area D, but outside of the above-described area, can remain in the area long enough to harvest their crops this year.

Persons living in the questionable area described above will be informed as soon as more specific plans are received. It is possible that a number may be requested to move within thirty to sixty days, although a few may be able to remain and harvest their crops this year, if this does not interfere with construction work.

Business men in Richland can be assured of every consideration, and at this time the office does not advise any business man to begin liquidating his stock.

People living south of the Yakima River, who were served with an Order of Possession, will not be bought out, and will not be disturbed except that it must be agreed that there will be no commercial buildings, houses or other structures built which will lead to introduction of new population or new enterprises. Everyone in Area D is notified that there will be a great amount of construction activity around them and they will be considerably inconvenienced by the dust, noise, and traffic of the construction operations.

It is anticipated that the school will be able to continue and complete the present school year. There can be no school this Fall, however.

You will be notified by this office, as far in advance as possible, whenever construction requirements make it necessary for you to vacate your property.

**LANDOWNERS IN AREA A, INCLUDING HANFORD AND WHITE BLUFFS.**

Military necessity requires that the entire Area A be vacated by May 31st. Unfortunately, there is a possibility that a number of landowners may not have received payments for their lands by that time, but all can be assured that every effort will be made to get prompt payment.

In certain areas, notably near the towns of Hanford and White Bluffs, there is a possibility that possession of land will be required earlier than May 31st; however, owners of such land will be notified as far in advance as is possible.

The operations of sheep and cattle men on the open ranges may be inconvenienced by the necessity for surveys and minor construction, but it is not believed that this will materially interfere with the normal use of the range up to May 31st. It is understood that the school year in Hanford and White Bluffs will be completed prior to May 31st, and there will be no interference with this program by the construction activity. However, schools will not be permitted to open in the Fall.

**A PERIMETER AREA, VARYING FROM FOUR TO SIX MILES WIDE, ENTIRELY SURROUNDING AREA A, IS KNOWN AS AREA B.**

Operations in Area B will not be disturbed during this present cropping year. However, it is advisable that the residents therein make no extensive improvements, for it is probable we will buy the occupied lands in that area this year. Such purchases, however, will not interfere with their farming this year. It is planned to lease the unoccupied lands in Area B.

**AN AREA LYING BETWEEN AREA D (THE RICHLAND AREA) AND AREA B, AND EXTENDING AS FAR WESTWARD AS THE OUTSKIRTS OF PENTON CITY, AND EASTWARD TWO MILES EAST OF THE COLUMBIA RIVER, IS KNOWN AS AREA C.**

There will be no disturbance of present operations in Area C, either now or later, provided that there be no housing projects, tourist camps, or other commercial construction undertaken by the landowners there, nor any material increase of the present population and the buildings in this area remain fixed. This restriction, however, will not prevent a farmer building hen houses, small barns or similar structures required for his present operations, upon obtaining the written authority of this office.

Landowners are welcome to call at the project office in Prosser for information, but this office suggests that they do not come any oftener than is necessary. Gasoline and rubber are scarce, and every effort will be made to handle these transactions with a minimum of inconvenience to the landowners. Moreover, every effort will be made to keep people fully informed without it being necessary for them to come to Prosser.

The Government cannot assume the responsibility for buildings or any other property in the area unless it has formally accepted custody of those buildings. Therefore, if you vacate your buildings before the Government assumes formal custody of them, you are advised to make arrangements for protection of the buildings until that time.

Please send us your abstract or title certificate by return mail if possible.  
We will give you a receipt for it. If we can borrow your abstract, it will  
greatly speed up the title examination on your tract, which must be done before  
the Government can pay for your tract.

Please give us your present address, so we can mail the receipt to you.

Show this to others who are interested, and be sure to show it to any tenants  
or lessees on your land.

NORMAN G. FULLER,  
Real Estate Project Manager,  
March 23, 1943.

WAR DEPARTMENT  
Corps of Engineers  
Land Acquisition Office  
Hanford Engineer Works  
Prosser, Washington

April 23, 1943

MEMORANDUM TO RESIDENTS AND LANDOWNERS WITHIN AREA "A" AND "D"

ALL QUESTIONS REGARDING LANDS BEING ACQUIRED SHOULD BE DIRECTED TO THE PROSSER LAND OFFICE -- NOT TO THE ARMY ENGINEER'S OFFICE IN PASCO. The Pasco Office is solely concerned with construction. The Prosser Office will confer with the Pasco Office on any questions requiring joint action. As necessity indicates, further memoranda to owners and occupants will be issued by the Prosser Office with concurrence of the Pasco Office.

It is suggested that as many inquiries as possible be handled by mail. If copies of this memorandum are desired by land owners or residents, copies will be mailed upon request by the Prosser Office.

SCHEDULE OF VACATION:

"Hot" Areas must be vacated not later than April 28, 1943, due to military necessity. The "hot" areas were described in the public meetings held at Richland and White Bluffs, March 26, 1943, and no changes in boundaries of these areas have since been made.

Business houses will remain in operation until further notice. Business men and their families, school teachers and their families may remain in their homes until further notice.

ALL OTHER OWNERS AND OCCUPANTS IN THE "HOT" AREAS MUST VACATE NOT LATER THAN APRIL 28, 1943, UNLESS OTHERWISE NOTIFIED IN WRITING BY THIS OFFICE.

Owners and Occupants in Area "A" Outside of the "Hot" Area Must Vacate Not Later Than May 31, 1943 as previously announced. Merchants and business men may remain in operation until further notification, and are advised not to liquidate their stocks at a sacrifice, as they will be given opportunity for sale of their complete stock without sacrifice.

Owners and Occupants in Area "D" Outside of the "Hot" Area Thereof may remain and harvest their crops to the end of the current crop year

OCCUPANTS PERMITTED TO REMAIN, as set forth above, may surrender possession of property to the Government at any time. Also they may rent their property until the Government pays for the lands, but the land must be vacated November 15, 1943. In the event they do rent, however, the Government cannot assume responsibility for the improvements until it has formerly taken possession of them.

REMOVAL OF BUILDINGS OR FIXTURES is not permitted following appraisal, the date of which is on record in the land office.

Fixtures are ordinarily those things which are attached to the land or to buildings located on the land. Examples being plumbing and lighting fixtures, irrigation and domestic water pumps, hot water heaters, etc. Particular questions as to whether an item is or is not a fixture will be answered by the Prosser Office upon inquiry.

NOTICE OF NEW ADDRESS is of extreme importance to the Prosser Office upon occupants' vacation of any property. Such notice is necessary, in order that negotiators and other representatives of this office may know where to reach persons vacating. It is urged that notification in writing be given the Prosser Office.

UNITED STATES DEPARTMENT OF AGRICULTURE WAR BOARD AT KENNEWICK consists of several Federal and State agencies working in cooperation and is in a position to offer certain types of assistance to persons required to vacate the area. It is suggested that if you are in need of assistance, this Board be consulted.

RUMORS:

It is suggested that before any reliance is placed on rumors, that such rumors be investigated by inquiry directed to the Prosser Land Office. This suggestion is due to the fact that rumors always run wild on this type of project.

For instance, there is a current rumor which is FALSE to the effect that the Government is buying land for a corporation with the corporation's money. The fact is, that the land is being bought by War Department personnel for the War Department of the Government. Deeds will be made to the United States of America, and the land will be used in the prosecution of the war effort.

APPROVED:

  
HARRY R. KALEB

Lt. Colonel, C. E.

Deputy Area Engineer

  
FRED H. JOHNSTON  
Real Estate Project Manager

**APPENDIX "D"**

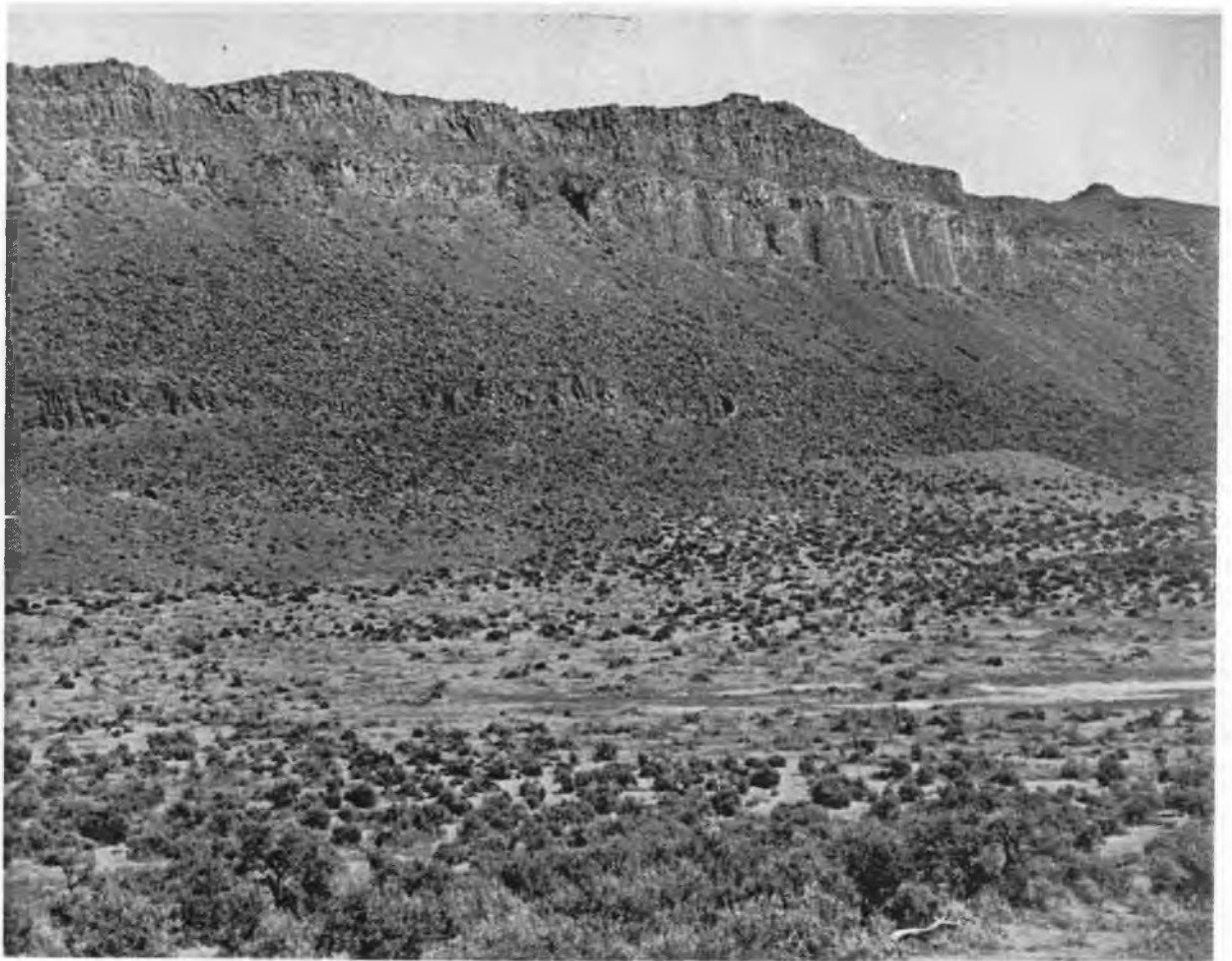
**PHOTOGRAPHS**

- D-1** (D1-1 to D1-8 inclusive.) General and Typical Views of Site before Acquisition.
- D-2** (D2(1) to D2(15) inclusive) Typical Farm Properties (Residences, Out buildings, etc.) in the White Bluffs, Hanford and Richland Areas.
- D-3** (D3(a) to D3(g) inclusive) Examples of Properties Subject to Jury Awards.



View across the plain, looking southeast toward Hanford, about ten miles away. Gable Mountain is seen in the left center. This photograph shows the typical sage brush land comprising about 88 percent of the entire Area of the project.





Gable Mountain. The southwest side of this volcanic rock outcrop in the central part of the Area is here shown. This is classified as "Grazing Land".



Water hole at lowest point in the Area, south of the northeast peak of Gable Mountain. White alkaline deposits surround the hole. This shows some more of that portion of the site which is classified as "Grazing Land".



Diversion dam on Yakima River. Gates at near end serve the Richland Irrigation District; those at far end serve the Columbia Irrigation District.



Trunk Irrigation Ditch serving the Richland Irrigation District. This ditch was partially concrete lined and in good condition at time of acquisition. This view was taken at the north edge of Richland.



Typical Irrigation Ditch serving the Priest Rapids Irrigation District, in the Hanford-White Bluffs area. This section of ditch is about  $1\frac{1}{2}$  miles southwest of White Bluffs.



Orchard north of Richland. This photograph shows, in foreground, stumps of orchard trees destroyed in the Fall of 1942.



Orchard near Hanford abandoned before acquisition started. A typical irrigation flume is shown in the foreground.

APPENDIX D-2

ILLUSTRATED EXAMPLES OF TYPICAL FARM PROPERTIES  
(Residences, Outbuildings, etc.)\*  
IN THE WHITE BLUFFS, HANFORD AND RICHLAND AREAS

(1) Tract No. P-1274

Owner: Alex Parke

Area: 20 acres

Appraised at: \$6,500, 1 May 1943

Action: D/T recommended 8 May 1943 (Option refused)

Location: 2½ miles north and 1½ miles west of White Bluffs.

Excerpts from Appraisal Report:

". . . one of the better orchards in this area. . ."  
Purchased in 1930 for \$2,500.00. Improvements since: ". . . has set out several hundred peach and apricot trees, curbed well with concrete, replaced a large portion of the old wood pipe with tile, reshingle and painted the dwelling. . ."

Condition of Dwelling and outbuildings: "Fair".

\*Note: Although the buildings are not specifically identified, it should be noted that a photo of the dwelling appears first in every case. Other buildings shown are outbuildings of various kinds.





(2) Tract No. P-1261

Owner: E. L. Sigfrit

Area: 36.34 acres

Appraised at: \$475.00, 16 March 1943

Action: D/T recommended 2 June 1943

Location: 4 miles Northwest from White Bluffs.

Excerpts from Appraisal Report:

"Abandoned orchard and poultry tract. . . in the Priest Rapids Irrigation District . . . District has never extended facilities to serve this tract . . . Buildings have been filched for good materials . . . Idle, not leased or operated . . . No improvements or maintenance for several years."



(3) Tract No. P-1273

Owner: R. J. Roberts

Area: 19.98 acres

Appraised at: \$4,700, 17 May 1943

Action: Owner refused to sign option; D/T recommended  
28 August 1943.

Location: 3 miles northwest of White Bluffs.

Priest Rapids Irrigation District - orchard tract -  
cherries, apples, peaches, prunes.



(4) Tract No. P-1295

Owner: H. V. Martin

Area: 20.30 acres

Appraised at: \$2,100, 24 March 1943; Reappraised as of  
D/T (17 July 1943) at: (1) \$3,550;  
(2) \$3,550; (3) \$3,050; including crops  
at (1) \$800; (2) \$800; (3) \$550.

Action: Stipulated at \$4,150.

Location:  $3\frac{1}{4}$  miles northwest of White Bluffs

**Excerpts from Appraisal Report:**

"A small general purpose unit with approximately one acre devoted to the culture of cherries and apricots. . . in the Priest Rapids Irrigation District, but . . . there is no access to District water. Irrigation water. . . is from a well. . ."

Purchased under contract from S. H. Christians in 1929 for \$2,500. "In 1931 the deal was revamped and Mr. Martin took deed, giving Christians a mortgage for \$1,150." Improvements since: concrete and corrugated iron curbing in well; 400' concrete and tile pipe; leveled 10 acres and put some in alfalfa and seeded pasture; constructed garage and feed racks.







(5) Tract No. U-1848

Owner: Anton Neumann

Area: 10 acres

Appraised at: \$1200, 25 March 1943.

Action: Optioned at appraised value, acc. 14 July 1943.

Location: 1/2 mile northeast of White Bluffs.

Excerpts from Appraisal Report:

"This is a small general purpose tract. . . "

"Buildings vacant and lands evidently have not been cultivated for some time. . . "

Mrs. Lula M. Johnson sold the property to Mr. Neumann for \$1,100.00, 3-14-42; \$550 cash and balance contract. Irrigation from well - motor and pump removed.



(6) Tract No. C-202

Owner: Patrick J. Healy

Area: 19.59 acres

Original Appraisal: \$5,000.00, 6 March 1943.

Reappraisals as of 5 July 1943:

\$10,000 (incl. crops \$3,000)

\$ 9,700 (incl. crops \$2,700)

\$ 9,450 (incl. crops \$2,700)

Stipulation @ \$10,500 recommended by WD, 3 October 1944.

Location:  $1\frac{1}{2}$  miles southeast of Hanford.

Excerpts from Appraisal Report:

Irrigation water from well. "This is a very good small fruit and diversified farm, and is one of the most desirable units in the Hanford District. . . The dwelling is small but well constructed, newly painted, neat in appearance and adequate for the use of this property. Outbuildings are. . . adequate in size. . . in fair condition. . . The irrigation system is in good condition."



(7) Tract No. C-145.

Owner: B. Salvini

Area: 16.18 acres

Appraised at: \$700, 27 March 1943.

Action: Option refused. D/T recommended 19 May 1943.

Location: 1 mile southwest of Hanford

Excerpts from Appraisal Report:

"This is a small unoccupied, idle unit, formerly devoted to orchard and poultry." Priest Rapids Irrigation District. "The buildings. . . are in very poor condition. With the exception of the poultry house they have little value. The results of abandonment are distinctly in evidence. . . nearly all roofing" (of poultry house) "has blown off the south side . . . no evidence of having been occupied or operated in recent years. . . reported. . . last occupied in 1940. . . Apple orchard was removed after acquirement" (by owner Salvini).



(8) Tract No. B-97

Owner: Lena M. Moulster

Area: 0.61 acres

Appraised at: \$1,000, 4 April 1943.

Optioned @ \$1,000, 13 July 1943.

Location: 4 blocks from business district of Hanford.

Excerpts from Appraisal Report:

"This is . . . one of the medium places of the town . . . a desirable small home. . . Garage is a fair building, other outbuildings poor. . ."

(Comparative sales: one sold for \$900, 9 March 1943, ". . . compares well with this place but is not as large. It has 4 rooms where this place has 6 rooms.")





(9) Tract No. C-204

Owner: M. Fekete

Area: 16.41 acres

Appraised at: \$2500, 6 March 1943.

Optioned @ \$2,500, 29 April 1943.

Location: 1 mile southeast of Hanford.

Excerpts from Appraisal Report:

"This is a small fruit and diversified farm. . . cherries, peaches, apricots, hay and pasture. A considerable number of hogs. . . The unit is in better than average condition. . . irrigated by means of a private punping plant. . ." Dwelling is in "fair" condition. "It is. . . attractively located, overlooking the river. Outbuildings are plentiful in number and in fair condition. . ."

(Comparative sales: one with 11.78 acres sold 28 February 1941 for \$2,000 or \$166 per acre, ". . . has similar soils and comparable dwelling to the appraised property. The subject property has superior outbuildings".)



(10) Tract No. K-727

Owner: S. J. Davis

Area: 10 acres

Appraised at: \$1800, 23 March 1943.

Optioned at \$1800, 13 April 1943.

Location: 4 miles north of Richland.

**Excerpts from Appraisal Report:**

"This unit is typical of community small tracts but is below average in buildings. It is used entirely for specialised crops and alfalfa. . ." Asparagus, mint, alfalfa, raw crops. "The buildings are hardly adequate and not desirable, all cheaply constructed and mostly from second hand materials. . ."



(11) Tract No. K-717

Owner: Geo. W. Krohling

Area: 29 acres

Appraised at: \$3,800, 23 March 1943  
(Option refused - 9 June 1943)

Location: 3 miles north of Richland.

Excerpts from Appraisal Report:

". . . at present devoted to the production of alfalfa hay, dairy and poultry products and . . . mint, asparagus, and a small amount of berries and garden truck. . ." Richland Irrigation District. Dwelling and garage in "fair" condition; barn and poultry house "poor". House is not modern. Other buildings are very cheaply constructed, and quite inadequate. . ."



(12) Tract No. K-761.

Owner: E. A. Kron - Wayne Norval, Contract Purchaser.

Area: 10 acres.

Appraised at: \$2500, 3 March 1943.

Optioned for \$2,500.00, 31 March 1943.

Location: 2 3/4 miles north of Richland.

**Excerpts from Appraisal Report:**

"This is a typical small sized farm unit. . . devoted to production principally of asparagus and grapes and with 2 acres being prepared this spring to plant mint. There is an adequate dwelling in fairly good condition and a good new garage. . . Other farm buildings. . . are cheaply constructed and in rather poor condition." R. I. D. 2460 ft. 6" concrete pipe.





(13) Tract No. K-729.

Owner: L. R. Hibbs, Cont. to E. R. Hatch.

Area: 10 acres

Appraised at: \$2,100, 24 March 1943.

Optioned at: \$2,100, 20 April 1943.

Location: 4 miles north of Richland.

Excerpts from Appraisal Report:

"This is a typical poorly improved property. . . It is adapted for specialized crops and is used so . . . " mint, asparagus, raw crops. Richland Irrigation District water "distributed by 6" concrete pipe well arranged and in good condition. . . Buildings not desirable . . . cheaply constructed. . . Farmstead has numerous fruit and shade trees. . ."



(14) Tract No. K-793.

Owner: E. E. Kemp

Area: 43.5 acres

Appraised at: \$5,800, 13 April 1943

D/T recommended 17 June 1943, option refused.

Location:  $1\frac{1}{2}$  miles north and  $\frac{1}{4}$  mile west of Richland.

Excerpt from Appraisal Report:

"As a farm unit this property is. . . better adapted to diversification than average. In addition to the usual cash crops" (mint, asparagus, grapes, soft fruits, alfalfa and annual truck crops) "there are twelve acres of good sub-irrigated blue grass and white clover pasture. . . suitable for dairying or livestock. . ." Richland Irrigation District. Dwelling in good condition, ". . . other buildings are old, or built of old scrap lumber and are somewhat inadequate."



(15) Tract No. K-750

Owner: John Boling

Area: 20 acres

Appraised at: \$1,800, 20 March 1943.

Location: 3 miles north of Richland.

**Excerpts from Appraisal Report:**

"This is a fair truck garden farm, in a run down condition. . ." Richland Irrigation District "water is distributed through approximately 4,000' of 5", 6" and 8" concrete pipe, about 100' of old flume and open ditches . . ." Condition of house and outbuildings poor.



APPENDIX D-3

ILLUSTRATED EXAMPLES OF PROPERTIES WHICH WERE SUBJECT TO JURY AWARDS

a. Tract No. Q-1425

Owner: Winfield F. Shaw

Area: 20 acres

Original Appraisal: \$3,500

Reappraisal as of D/T: \$4,100

Court Award: \$4,900

Location: 1½ miles northwest of White Bluffs

Excerpts from Original Appraisal Report:

"This is a small mixed farm unit with the bulk of the revenue coming from the transplanted apple orchard set out on Tract 150." (W. B. Irrig. Co.'s Orchard Tracts) "Condition and desirability of the unit is fair . . ." No domestic water supply. Drinking water is hauled from nearby neighbors farm, and irrigation water is used for other domestic purposes when available.

Priest Rapids Irrigation District. Pipe lines wood or tile.

Apples 9.7 a; Alfalfa and cultivated, 7 a; Pasture and idle, 2 a; Farmstead .69 a; Rts of way and waste .56 a.

Dwelling, 20 yrs., 18 x 29 x 8, fair.

Packing shed, 10 yrs, fair; Barns and sheds 10 yrs., poor; chicken coop, old, poor; toilet, old, fair.

Dwelling . . ."has 3 rooms, plastered, brick chimney, stove heat, electric lights, and a few built-ins'. . . not modern. . . the packing shed is useful for . . . storage. . . The other buildings while of moderate construction are useable for present farm needs."





b. Tract No. P-1266

Owner: Ben Mode

Area: 15 acres

Original Appraisal: \$2,500

Reappraisal as of D/T \$4,550

Court Award: \$7,000

Location: 3 miles north and 2 miles west of White Bluffs.

Excerpts from Original Appraisal Report:

"This unit is being developed to soft fruits, peaches and apricots."  
Domestic water; well, electric pressure system.

Irrigation Water from well, "30' of steel pipe to tile and wood  
stave with some flume."

Priest Rapids Irrigation District.

Peaches - apricots - cherries, various ages 5 to 16 yrs., 1.1 a;  
peaches 4 yrs., .3a; apricots 4 yrs., .5 a; alfalfa, 6.6 a; open farm  
land, 4.5 a; Farmstead and buildings, wells, 1. a; E/W's and waste,  
1 a.

Dwelling 25 yrs., 24 x 24 x 8 fair; bunk house 20 yrs., fair;  
wood shed 20 yrs., very poor; toilet 20 yrs., P.; Poultry 20 yrs.,  
F.; shed, 20 yrs., P.; barn, garage and shop 20 yrs., P.

"Dwelling is 4 room, plastered, one flue. Dry cellar not cement-  
ed or shored up, other buildings adequate. . . good shade trees around  
buildings."

Comparable sales: 1. 1942., 19.20 acres \$2,800 --  
2. 1941., 11.78 acres \$2,000, 166/acre.

1. "has poor buildings, fair orchard but is in frosty area. The  
appraised tract is better located for soft fruit and has good build-  
ings."

2. is located near the appraised property and has far superior  
buildings, soils and location are comparable.



c. Tract No. P-1321

Owner: S. V. Fanning

Area: 20 acres

Original Appraisal: \$500

Reappraisal as of D/T: \$1,000

Court Award: \$1,500

Location: 1 mile north,  $\frac{1}{2}$  mile west of White Bluffs.

**Excerpts from Original Appraisal Report:**

"This unit was built up and developed as a dairy enterprise. It became a trading property and eventually went to the county for taxes."

Domestic water: 35' well (pump removed). Irrigation pump and motor put in place when needed. 4400' of 6" concrete pipe mostly deep buried. Not included in Priest Rapids Irrigation District.

Idle crop 17 a; Buildings and lots 2 a; Roads and waste 1 a.

Dwelling 25 yrs. 20 x 30 x 15 poor; old stone building 25 yrs. 16 x 24 x 9, poor; milk house 20 yrs., fair; root cellar poor; cow barn 20 yrs., poor; horse barn 20 yrs., poor; poultry house 20 yrs., poor.

"Dwelling is 3 rooms ceiled, full concrete basement has pipeless furnace. Water disconnected, rough plumbing remains. Milk house and root cellar are in good condition. . . Buildings add very little to the value of this tract in present condition. . ."

Comparable sales: 1. 1939, 6 acres \$151.30, \$25.22/acre  
2. 1940, 10 acres \$350, \$35/acre

"The second sale has much better location. All properties were idle when sales were consummated. Subject property is idle except for some pasture."

"Purchased in 1940 for \$250 at tax sale. . . Buildings add nothing to the value of this or home unit."



d. Tract No. B-58

Owner: James Galza

Area: 0.9 acre (5 lots)

Original Appraisal: \$1,400

Reappraisal as of D/T: \$1,750

Court Award: \$2,500

Location: in Hanford

Excerpts from Original Appraisal Report:

"A large plastered house of 5 rooms and bath with open and screened porches on the north and east sides, store room on rear, large concrete walled and shelved cellar with dirt floor, numerous sheds, barn, garage and poultry house. A number of fruit trees with a number of grafted prune trees and large maple shade trees along the street in front. Property is fenced, has good poultry pen. Concrete water trough in barn lot.

"Domestic and irrigation water from Hanford town well, various amounts and sizes of pipes on the property."

Building site, barn lot, lands and poultry .9a (5 lots).

Dwelling 20-25 yrs., 33 x 37 $\frac{1}{2}$  x 9 and 9 x 14 x 8, fair.

Shed, garage, barn, shed, poultry house, all 20-25 yrs. shelter roof outhouse, 5-10 yrs., all fair.

"Originally a 6-room dwelling with hall through center. Later parts converted to pantry, closet and bathroom. . . House has quite high ceilings on which plaster board has been applied over plaster."

Comparable sale: 1943 - 4 lots - \$900 - \$222/acre

"Above property adjoins this tract on the east and the property is in better condition, well landscaped yard, but has a much smaller floor space."





e. Tract No. C-148

Owner: Oscar D. Holter

Area: 10.91 acres

Original Appraisal: \$1,700

Reappraisal as of D/T: \$2,200

Court Award: \$3,525

Location: 1 mile south of Hanford

Excerpts from Original Appraisal Report:

"The appraised tract is a small poultry, fruit and home tract. It is well located in the district and appears fairly well adapted for the purposes used. . ."

Domestic water from 38' drilled well. Electric pressure system.

Priest Rapids Irrigation District. 950' of fair to good wood flume, supplemented by ditches.

Farmstead and garden, 2.19 a; prunes (4 yrs.) 2 a; Prunes and plums (1 yr.) 1 a; cropland, 5 a.

Dwelling 10 x 22 x 12, 25 yrs. and add. 10 x 22 x 8, 15 yrs. and add. 10 x 10 x 8, 15 yrs., fair; poultry house, 6 yrs., good; 3 range shelters 6 yrs., fair; brooder house, 6 yrs., good; culling pen, 6 yrs., fair; tool house, 25 yrs., poor; garage 20 yrs., fair; outhouse, 25 yrs., poor.

"The dwelling is a one and a half story, four room, unpainted structure. It is in fair condition and is reasonably liveable. The poultry house is large, well constructed and has capacity for 600 to 800 hens. Other outbuildings are adequate in number and size and suitable to the operation being carried on . . . Value of buildings to farm is unusually high because of the facilities for carrying on a poultry operation which had been successful and adds materially to the desirability of this tract as compared with surrounding farms."

Comparable sales: 1. 1941, 10 acres, \$2,000, \$200/acre.  
2. 1941, 11.78a., \$2,000, \$166/acre.

1. Similar in location, "also a diversified tract, somewhat superior as to soils but inferior as to value of improvements."

2. Similar in location and soils. "It has an orchard . . . and while it has a superior building it does not have . . . the potential earning facilities represented by the good poultry house on the appraised land."





f. Tract No. D-246

Owner: Fred R. Vertner

Area: 30.12 acres

Original Appraisal: \$5,200

Reappraisal as of D/T: \$ 9,200

Court Award: \$15,640

Location: In southeast part of Hanford.

Excerpts from Original Appraisal Report:

"A well diversified small farm with adequate and generally well kept buildings with a small lawn around the dwelling, numerous shade trees also a lily pond. . . The irrigation water supply is from a 40 ft. dug well. . . The system includes both metal pipe and wood flume."

"Neat appearing four-room dwelling. . . new flooring and composition roofing placed in 1942. Well landscaped yard. . . A sheet metal cabin. Good poultry house. . ."

Comparable sales: (1) in 1941, 10 acres, \$2,000 (\$200 per acre); ". . . similar type crops with better location, soils and similar topography"; (2) in 1941, 11.78 acres, \$2,000 (\$166 per acre); ". . . does not have as good a location but building values more. Similar soils and topography."





E. Tract No. L-920  
Owner: E. F. & Stella Gregory  
Area: 10 acres  
Original Appraisal: \$2,700, 15 March 1943  
Reappraisal as of D/T: \$3,775  
Court Award: \$4,900  
Location: 1½ miles northwest of Highland

**Excerpts from Original Appraisal Report:**

"This is a good orchard and truck garden farm. . . in the Highland Irrigation District . . . water is distributed through approximately 1800' of 6" concrete pipe. . ."

"Buildings are below average for the district. All except the garage are very old and barely adequate. . ."

"Property is operated by contract purchaser. He contracted for the north 5 acres in 1923 and for the south 5 acres in 1938, total price \$1175. He has improved the place by installing 350' of new concrete irrigation pipe, built the new garage, put in a new floor and made other necessary repairs to the dwelling, and planted the orchard, mint and asparagus. . ."

A comparable sale in 1941 was at \$200 per acre for 10 acres; total: \$2,000.



h. Tract No. K-810

Owner: Clayton Hackney (Richland Irrigation District)

Area: 39.50 acres

Original Appraisal: \$6,250

Reappraisal as of D/T: \$10,500

Court Award: \$13,665

Location: 1½ miles north of Richland

**Excerpts from Original Appraisal Report:**

"This unit is above average unit size and is typical of community standard and is adapted for, and used for, specialised crops."

Richland Irrigation District. "8" and 6" concrete pipes in good condition except 660 ft. now being relaid."

Early cobbler spuds 1 a; mint 6.70 a; alfalfa 3.25 a; pasture-bluegrass 6.75 a; prune-cherries orchard, 3.90 a; new mint, 2.35 a; asparagus - 4 yrs. 5.45 a; mint 2.50 a; alfalfa 1.85 a; grapes, 3 yrs., 2.85 a; farmstead .60 a; roads and land 2.30 a.

House 7 yrs. 28 x 14 x 10 and add. 28 x 9 x 8, good; poultry, fair; barn, packing shed, shed, garage, cabin, good.

"They "(improvements)" are adequate in number and kind - on (sic) good condition and desirable and well built. House has 3 rooms . . . barn has part cement floor."

Comparable sale: 1941, 10 acres, \$2,000, \$200/acre

"This place has a fair market value of \$156 per acre."

Soils, location, conveniences, desirability, buildings are comparable to above.

"Purchased 20 acres in 1930 @ \$550 and balance in 1939 for \$262 all in sage." All improvements since.





1. Tract No. L-903

Owner: Ruth Dietrick (the Federal Land Bank of Spokane)

Area: 10.14 acres

Original Appraisal: \$3,200

Reappraisal as of D/T: \$2,300

Court Award: \$5,400

Location: 2 miles north and 1 mile west of Richland.

Excerpts from Original Appraisal Report:

25 yrs. old 5 room house and bath (and basement) 12 x 28 x 9, and addition new and not complete at time of appraisal. "The old part of the house has been painted a long time ago and the new addition has not been painted."

Crops: mint, 5 a; grapes, 1.3 a; alfalfa, 1.5; asparagus, .87; peach orchard, .37; farmstead, .5 a; roads, .6a; Buildings - dwelling - fair condition.

Wood shed - poor; barn fair; poultry houses and shed poor.

35 ft. well for domestic water; electric pressure water system new (4 weeks old) and cost \$150.00.

Comparable sales: 1941 - 10 acres \$2,000 - \$200/acre.

"Has similar soil, is located near but is not as well located and does not have as good building as the appraised property.

Richland Irrigation District.





j. Tract No. K-787

Owner: Joe E. Millard

Area: 20 acres

Original Appraisal: \$3,600

Reappraisal as of D/T: \$4,500

Court Award: \$6,750

Location: 2 miles north of Richland

**Excerpts from Original Appraisal Report:**

"This property is somewhat above average in size and desirability of the surrounding farm units. It has average improvements, but land is somewhat above average in quality and condition. There is a fairly substantial acreage of mint and asparagus in good condition. Four acres, recently in apple orchard, still have stumps standing which were to have been removed this spring." Domestic water from 30' well, "and a new electric automatic pump and pressure system has been installed in basement of house."

Richland Irrigation District - 1758' new concrete pipe and 360' old pipe.

Mint 3.0 a; 2.5 a; asparagus 4.5 a; fall and spring plowing 3.5 a; open land with stumps 4.0 a; yard and orchard 1.0 a; roads and waste 1.5 a.

Buildings, Dwelling, 30 yrs. 26 x 26 x 8, good; Packing shed - 25 yrs. poor; toilet fair; poultry house, barns, fair, cellar dug out - dirt.

3 room dwelling; bath, plastered walls; no plumbing in bathroom; "This dwelling is an old house partly remodeled . . . other buildings of cheap construction, serviceable but of low value."

Comparable sales: 1. 1943 - 10 acres - \$2,000, \$200/acre.  
2. 1941 - 10 acres - \$2,000, \$200/acre.

1. "Adjoining land on south, similar land, similar improvements. 6 $\frac{1}{4}$  acres in mint."

2. "The soil and improvements are also comparable but the 10 acres was half in asparagus and there was also an acre of grapes."

Acquired about 1931, with heavy accumulation of delinquent taxes and water assessments, in satisfaction of claim for wages.

Changed from apple orchard to more profitable type of crop.



K. Tract No. K-771

Owner: C. A. Hackney

Area: 10 acres

Original Appraisal: \$2,000

Reappraisal as of D/T: \$2,300

Court Award: \$2,930

Location: 2 3/4 miles north of Richland.

Excerpts from Original Appraisal Report:

Owner has other property operated with this tract as a single unit of 47.31 acres.

Richland Irrigation District. 2240' of 6" concrete pipe.

"The tract covered by this report is well located, and is a desirable unit."

Domestic water 28' well; pump and electric motor.

Farmstead and well, 1 a; general crops, 2.4 a; winter wheat and rye 1.6 a; pasture 1 a; asparagus 3.4 a; roads .6 a.

Dwelling "old" 16 x 22 x 7 and add. 14 x 39 x 7, poor; milk house, barn, poultry house, fair; garage, lean-to, root cellar, open shed, toilet, poor.

"Dwelling is old, has been built in several sections, is of light frame construction, has no foundation, not plastered, and is in poor condition. Owner . . . uses this dwelling to house farm laborers . . . other buildings are serviceable but in fair to poor condition. . ."

Comparable sales: 1. 1941, 10 acres \$2,000, \$200/acre.  
2. 1942, 7.5 a. \$ 900, 120/acre.

1. ". . . is similar as to location, soils, and topography.

2. ". . . has similar soils and topography, but has no buildings and no asparagus."

Purchased in 1913 for \$2,500 - improved since.



1. Tract No. L-902

Owner: Hilbert H. Mowery

Area: 10.15 acres

Original Appraisal: \$3,300

Reappraisal as of D/T: \$4,600

Court Award: \$6,750

Location: 2 miles north and  $1\frac{1}{2}$  miles west of Richland

Excerpts from Original Appraisal Report:

Richland Irrigation District. 350' of 8" and 200' of 6" concrete pipe.

Domestic water from 37' well - 12 ft. dia. electric pressure system.

Cherry orchard, 2.75 a; mint 4.5 a; garden truck, 1.80 a; farmstead and well, .50 a; roads, .60 a.

Dwelling, 8 yrs. 36 x 26 x 10, good; garage, 1 yr., fair; barn 8 yrs., fair; shed 8 yrs., poor.

"Five room house. Kitchen and one exceptionally large room . . . plastered. The three bedrooms are unfinished inside, the 2 x 4 studing is exposed. There is no bath or toilet in the house. . . The house is well constructed, has 2 x 8 joist, and is well braced. The house is not painted. The garage is well constructed, and is almost new. The roof has, as yet, not been shingled. The electric pressure water system is almost new; cost \$150.00."

Comparable sales: 1. 1942, 5 acres, \$2,000, \$400/acre.  
2. 1941, 10 acres, \$2,000, \$200/acre.

"The first above sale is the same soil type but has  $3\frac{1}{2}$  acres of good grapes, and also some orchard. Lands with good vineyards sell for more than average crop land."

"The second sale listed above has the same soil type but does not have as good improvements as the land herein appraised."





m. Tract No. J-689

Owner: Harry O. Sandberg

Area: 11.22 acres

Original Appraisal: \$2,500

Reappraisal as of D/T: \$4,100

Court Award: \$4,750

Location: 3 miles north and 3/4 miles west of Richland.

Excerpts from Original Appraisal Report:

"This property lies adjacent to the desert and there is evidence that outlying fields suffer some damage by jack rabbits."

"This is a desirable sized unit devoted to production of cherries, early apples, mint, grapes and asparagus. It is fairly well improved with adequate buildings, a well with concrete casing, and electric pump and pressure system. . ."

Richland Irrigation District. Concrete pipe lines.

Yard and garden, .4 a; cherries, 1.2 a; apples, .5 a; mint, 1.4 a; mint and plums, .4 a; grapes, 2.5 a; grapes .3 a; asparagus, 1.5 a; mint .5 a; roads and waste 2.52 a.

Dwelling 15 yrs., (18 x 26 x 8) and (4 $\frac{1}{2}$  x 10 x 7) and (10 x 12 x 8) good, toilet, barn, poultry house, calf shed, 15 yrs., fair; garage 15 yrs., poor; milk room 3 yrs., fair.

"Four room house, walls finished with fibre board and kalsomined, unfinished attic, basement 10 x 18 feet with dirt floor, bathroom with 3-piece fixtures and drain to cess pool. Small barn, poultry house and other buildings cheaply built but adequate for type of farm."

Comparable sales: 1. 1943, 10 acres, \$1,763.84 \$176/acre.  
2. 1940, 10 acres, \$2,000. \$200/acre.  
3. 1942, 5 acres, \$2,000. \$400/acre.

1. "It was not as good land as this and had very poor improvements."

2. ". . . nearly as good improvements, about an acre of grapes and 4.5 acres of asparagus."

3. ". . . 1 $\frac{1}{2}$  acres in peach orchard and 3 acres of grapes. Improvements were not as good but it was better located."



n. Tract No. L-919

Owner: Hershell Jameson

Area: 10 acres

Original Appraisal: \$3,000

Reappraisal as of D/T: \$3,800

Court Award: \$4,950

Location: 1½ miles northwest of Richland

**Excerpts from Original Appraisal Report:**

"This tract has better than average improvements for a typical truck garden farm in this area. The orchard is old, but in average good condition."

Richland Irrigation District. 1320' concrete pipe.

Cherries 1 a; asparagus 1 a; mint 6 a; truck garden 1 a; farmstead 1 a.

Dwelling 25 yrs. 14 x 26 x 10 and add. 20 x 26 x 10 - good.

Brooder 2 yrs., good; poultry 3 yrs., good; wash shed, cow barn and barn 20 yrs., poor.

"One story building has four rooms and bath, basement, cellar with concrete floor, electric lights, and is in good condition except that it needs fresh paint and kalsomine. Yard has attractive shrubs, lawn and shade trees. Other buildings are adequate, all have electric lights."

Comparable sales:	1.	1942	5a.	\$2,000,	\$400/acre.
	2.	1941	10a.	\$2,000,	\$200/acre.

"This tract has better buildings than either of the above places."

"The latter place is comparable except for buildings, and it would sell at a higher figure under existing conditions."

Purchased in 1938 for \$2,000 cash - improved since.



o. Tract No. L-927

Owner: T. J. Chalcraft

Area: 17.10 acres

Original Appraisal: \$5,000

Reappraisal as of D/T: \$6,700

Court Award: \$3,250

Location: 2 miles northwest of Richland.

Excerpts from Original Appraisal Report:

"This a good orchard and truck garden farm."

Domestic water from 40' well, electric pressure system.

Richland Irrigation District. 1000' of 6" concrete pipe and open ditches.

Cherries 4.25 a; Prunes .75 a; Asparagus 3.25 a; Alfalfa 2.25 a; Truck Garden 5 a; Farmstead .8 a; Road .8 a.

Dwelling 25 yrs. 18 x 20 x 7, fair, and add. 16 x 30 x 7; poultry fair; brooder good; garage and barn poor.

"Six room 1 story house is old but adequate, has electric lights, screened in porch, is partly painted. . ."

Comparable sales: 1. 1941, 10 acres \$2,000, \$200/acre.  
2. 1942, 5 acres \$2,000, \$400/acre.

"The first of the above tracts is comparable to this property and would sell at a higher price under existing conditions. The second is more highly developed, is all grape vineyard and orchard."

"He paid \$500 per acre for this tract in 1913. The prune orchard and about half of the cherries are quite old and quite a number of misses have been filled in with young trees."



p. Tract No. L-895

Owner: Paul Fishback

Area: 10.15 acres

Original Appraisal: \$2,800

Reappraisal as of D/T: \$3,700

Court Award: \$5,250

Location: 1 mile north and  $1\frac{1}{4}$  miles west of Richland

**Excerpts from Original Appraisal Report:**

Asparagus 5.50 a; mint 2 a; grapes .5a; truck garden .75 a; cherry orchard .50 a; farmstead .90 a.

House - 25 yrs. 28 x 34 x 10 fair; porch 1 yr. - good; garage 30 yrs. - poor; additions 30 yrs (2) poor; poultry house - 30 yrs. poor; outside toilet, 30 yrs. poor.

5 room house - not painted. "House looks better on inside than on outside."

Comparable sales: 1941 - 10 acres \$2,000 \$200/acre.

"Same soil type but does not have as good a house and otherwise it is comparable to the property herein appraised."

Richland Irrigation District - 530' of 10" and 1290' of 6" concrete irrigation pipe.







g. Tract No. L-92E

Owner: Ernest Johnson

Area: 9.4 acres

Original Appraisal: \$5,800

Reappraisal as of D/T: \$7,500

Court Award: \$9,500

Location: 2 miles northwest of Richland

**Excerpts from Original Appraisal Report:**

"This property is well located and has very good farm buildings and is utilized for growing fruits, asparagus, mint and alfalfa. It is a desirable tract. . ."

Richland Irrigation District. Concrete pipe and open ditch.  
"The system is reasonably efficient."

Domestic water from dug well.

Cherries .7 a; prunes .8 a; asparagus 1 a; mint 6.2 a; farmstead .4 a; road .3 a.

Dwelling 17 yrs. 30 x 32 x 12 - good; barn 17 yrs. fair; coop 15 yrs. fair; shed 15 yrs. fair. - mint still - 2 concrete vats, small steam boiler and condensing pipe system.

"The dwelling is modern and in excellent repair. There are four rooms downstairs - plastered - fire place. Modern bath room. The upstairs is not finished . . . Outbuildings are of the one story type and serve present needs of the farm."

Comparable sales: 1. 1942, 5 acres \$2,000, \$400/acre.  
2. 1942, 4.31 acres \$2,500, \$580/acre.

1. Utilized entirely for growing specialty crops of grapes and fruits. "The buildings do not compare with these on the property appraised."

2. "is comparable as to soils and crop adaptability. It is devoted to growing asparagus and has no fruits - It is not as desirable a tract as the property appraised."

"This farm was purchased in 1920 in sage brush for \$3,000 . . . during a boom development time. . ."



APPENDIX "E"

REFERENCES

Documents, etc. available in Files  
(Except where otherwise noted all items, on copies thereof, are located in the Manhattan District History Files)

- E-1 Gross Appraisal Report ("Gable Project") dated 21 January 1943.
- E-2 Supplemental Gross Appraisal Report ("Gable Property") dated 23 January 1943.
- E-3 Basic Data on Hanford Engineer Works, Pasco, Washington, O.C.E., 19 May 1943.
- E-4 Stenographic Record of Proceedings on the District Court of the U.S. for the Eastern Div., Northern District, 13 October 1944.
- E-5
  - a. Maps of Comparative Sales (Real Estate Files O.C.E.)
  - b. Comparative Sales Data
- E-6 Outline History of Hanford Engineer Works Acquisition Project, compiled by Project Office, 26 November 1944.
- E-7 Large Scale Copies of Maps in Appendix A: A-2, A-3, and A-4.
- E-8 Site Report, dated 2 January 1943, by Col. F. T. Matthias, Mr. A.E.S. Hall and Mr. G. P. Church. (HEW Classified Files, Case "000")
- E-9 Appraisal Reports of all tracts. (Real Estate Files, O.C.E)
- E-10 Military Acquisition Reports, CR Form 5 and ENG Form 1010, 28 February 1943 to 15 December 1946.
- E-11 Land Acquisition Summary as of 31 December 1946.

- E-12 Field Tabulations of Classifications, Appraisals, Stipulations and Court Awards to 9 December 1944.
- E-13 Condemnation Cases on Which No Court Awards Have Been Made, HEW, 31 December 1946.
- E-14 Estimates of Supplementary Cost Items, 31 December 1946.
- E-15 Property Planned for Disposal as of 31 December 1946.
- E-16. Tract Maps Covering Property Planned for Disposal, 31 December 1946.
- E-17 Comparative Spot-Check Appraisals, as of 23 February 1943.
- E-18 List of War Department Appraisors and Their Records.
- E-19 List of War Department Negotiators and Their Records.
- E-20 Chronological History of the Land Acquisition, HEW, to December 1944.