

~~SECRET~~
MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDICES

cy 2 A

MDH-Book I-V.10 (Append

UNCLASSIFIED

UNCLASSIFIED

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MDH-Book I - V.10
(Append.)

THIS DOCUMENT CONSISTS OF 275 PAGE
COPY NO. 2 OF 4 SET A

CLASSIFICATION CANCELLED
DATE <u>10-17-59</u>
For The Atomic Energy Commission
<i>H. F. Cancell</i>
Chief, Declassification Branch <i>Luc</i>

MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CENTER

APPENDICES

CONFIRMED TO BE UNCLASSIFIED

DOE OFFICE OF NUCLEAR AND
NATIONAL SECURITY INFORMATION
J. L. Brocky DC, IDR DATE: 10-12-08

H3751

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~~RESTRICTED DATA~~
Atomic Energy Commission
Special Access Restricted Data
Clearance Required

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MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDIX "A"

MAPS

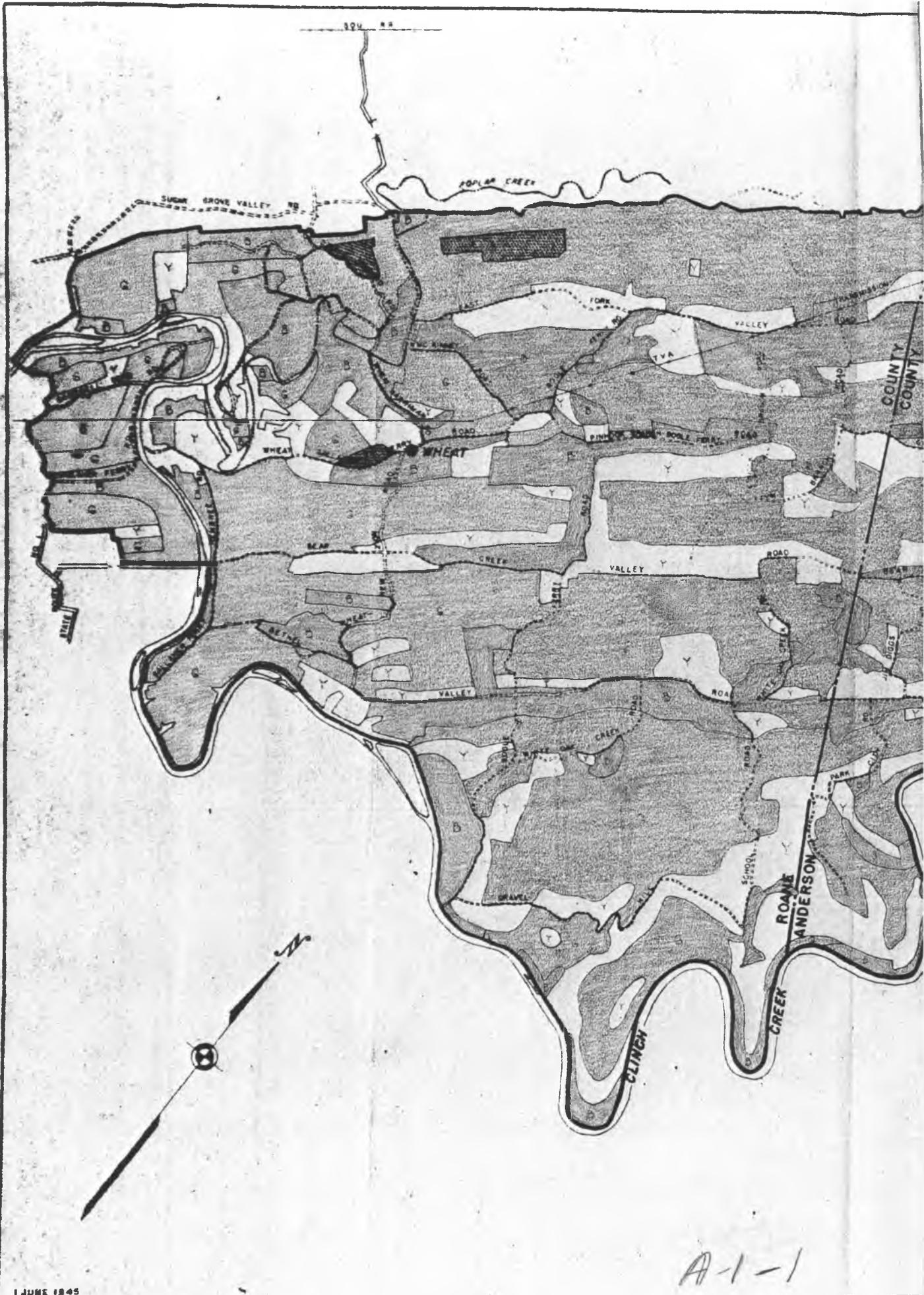
<u>No.</u>	<u>Title</u>
1	Classification of land by Utilization
2	Classification of Land by Type of Ownership
3	Classification of Land by Type of Present Control
4	Area Map of Clinton Engineer Works

UNCLASSIFIED

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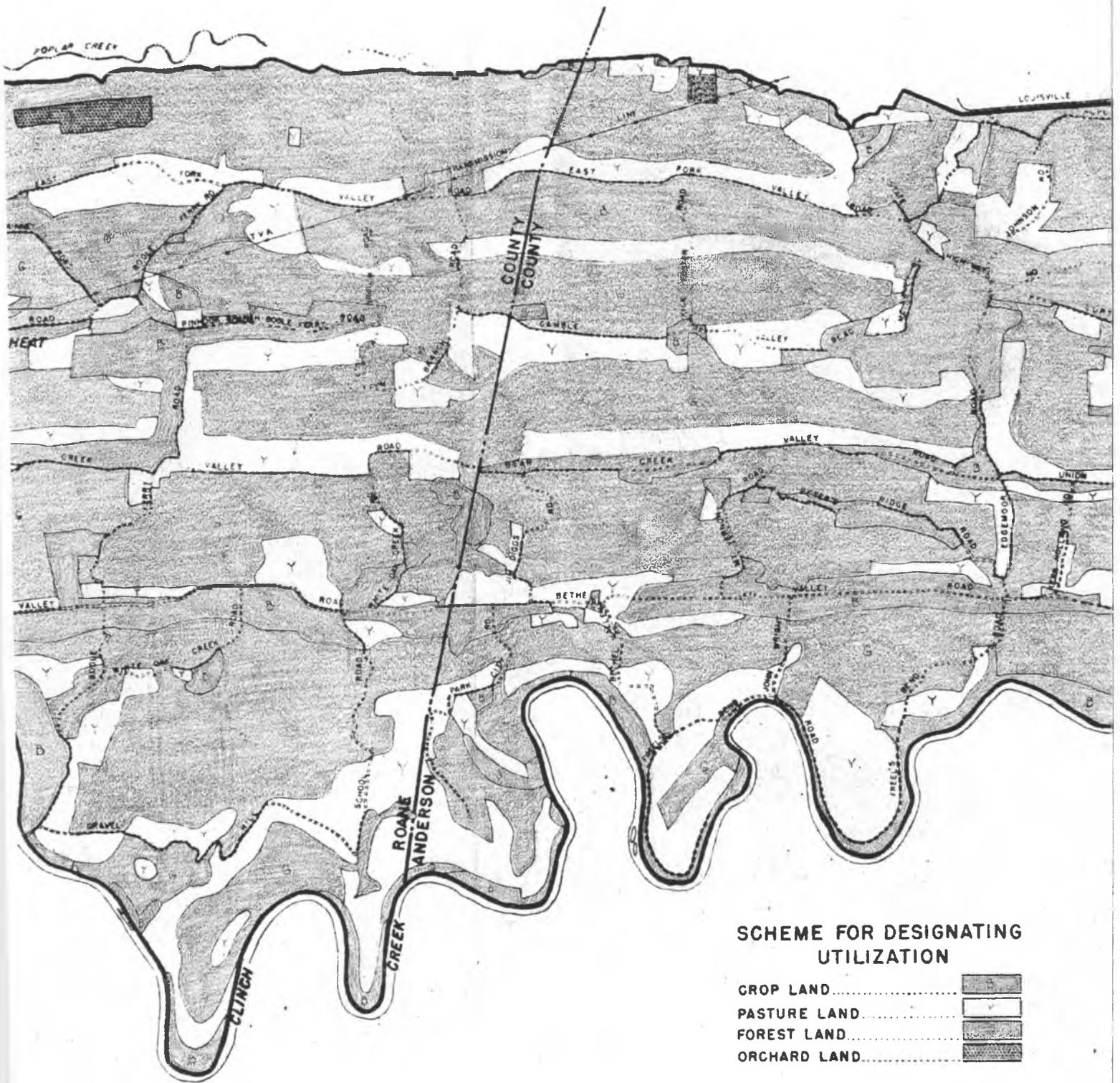
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ATA
 Atomic Energy Act 1946
 Specific Restrictions Data
 Clearance Required



1 JUNE 1845

A-1-1



SCHEME FOR DESIGNATING UTILIZATION

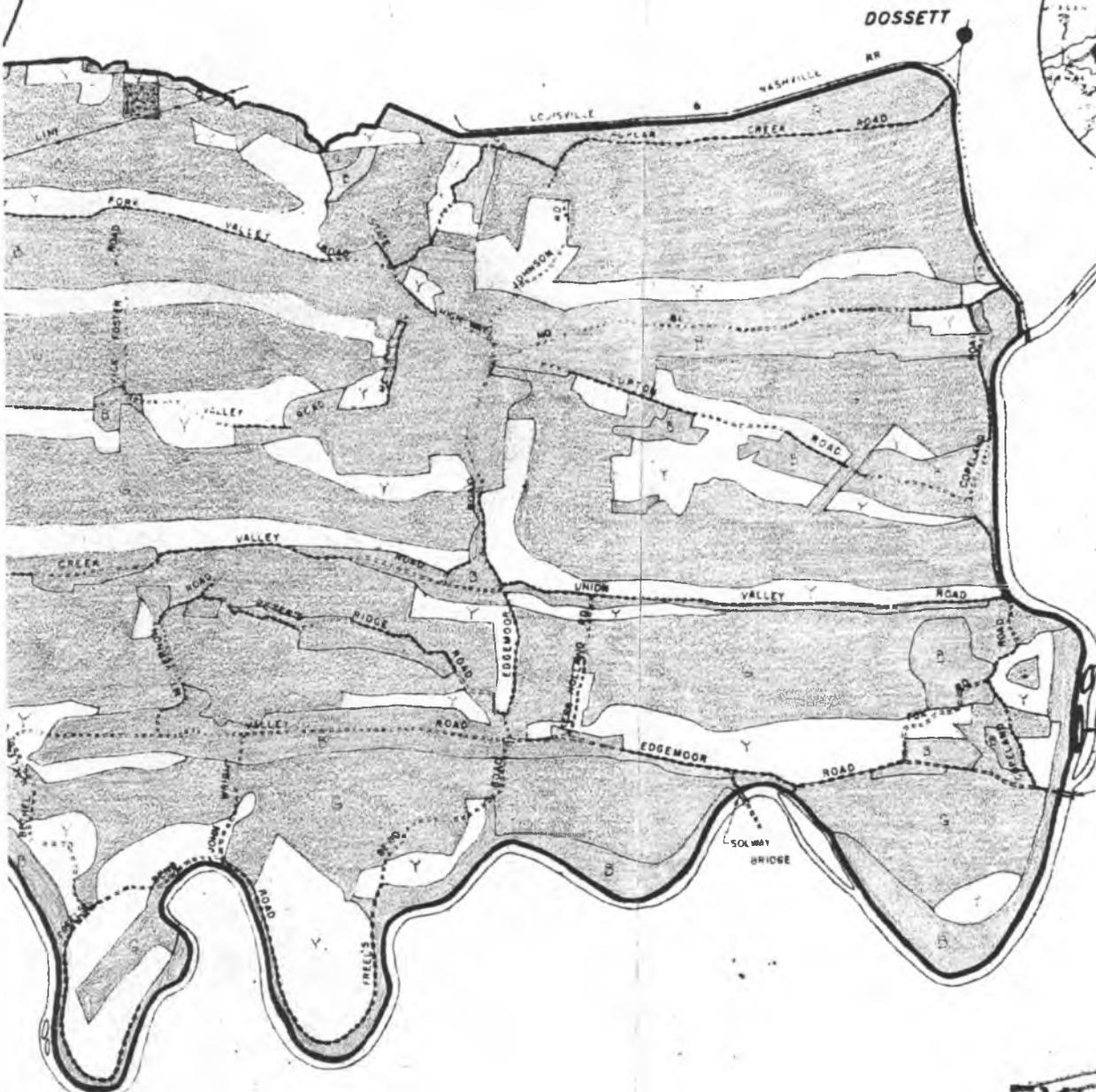
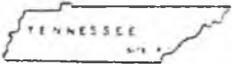
CROP LAND.....	
PASTURE LAND.....	
FOREST LAND.....	
ORCHARD LAND.....	

~~RESTRICTED~~

~~RESTRICTED~~



VICINITY MAP



SCHEME FOR DESIGNATING UTILIZATION

- CROP LAND..... [stippled pattern]
- PASTURE LAND..... [white pattern]
- FOREST LAND..... [cross-hatched pattern]
- ORCHARD LAND..... [diagonal line pattern]

A-1-3

~~EXHIBIT A-1~~

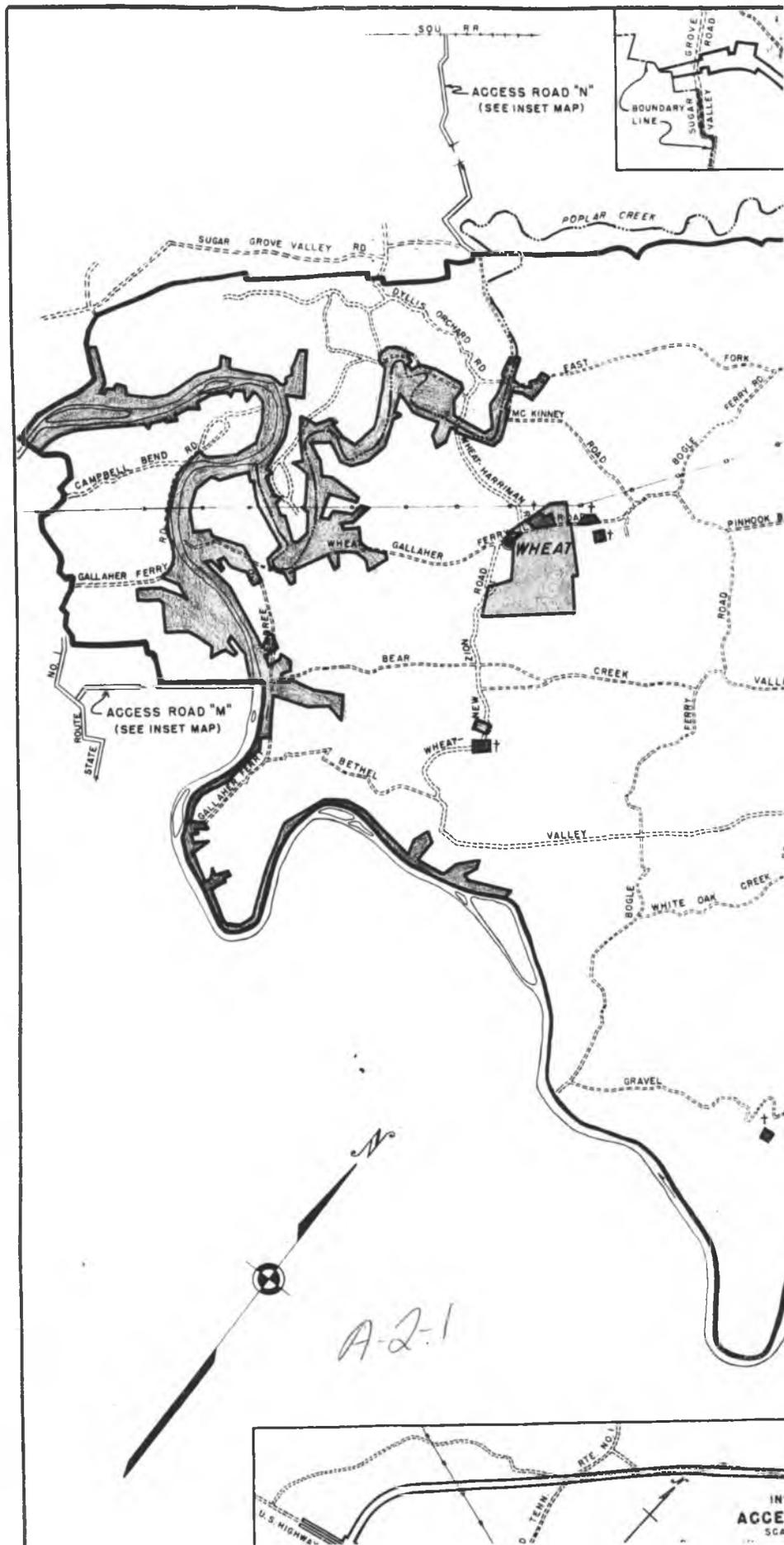
WAR DEPARTMENT
OHIO RIVER DIVISION
U. S. ENGINEERS

CLINTON ENGINEER WORKS
HARRIMAN, TENNESSEE

**CLASSIFICATION OF LAND
BY UTILIZATION**

~~RESTRICTED~~

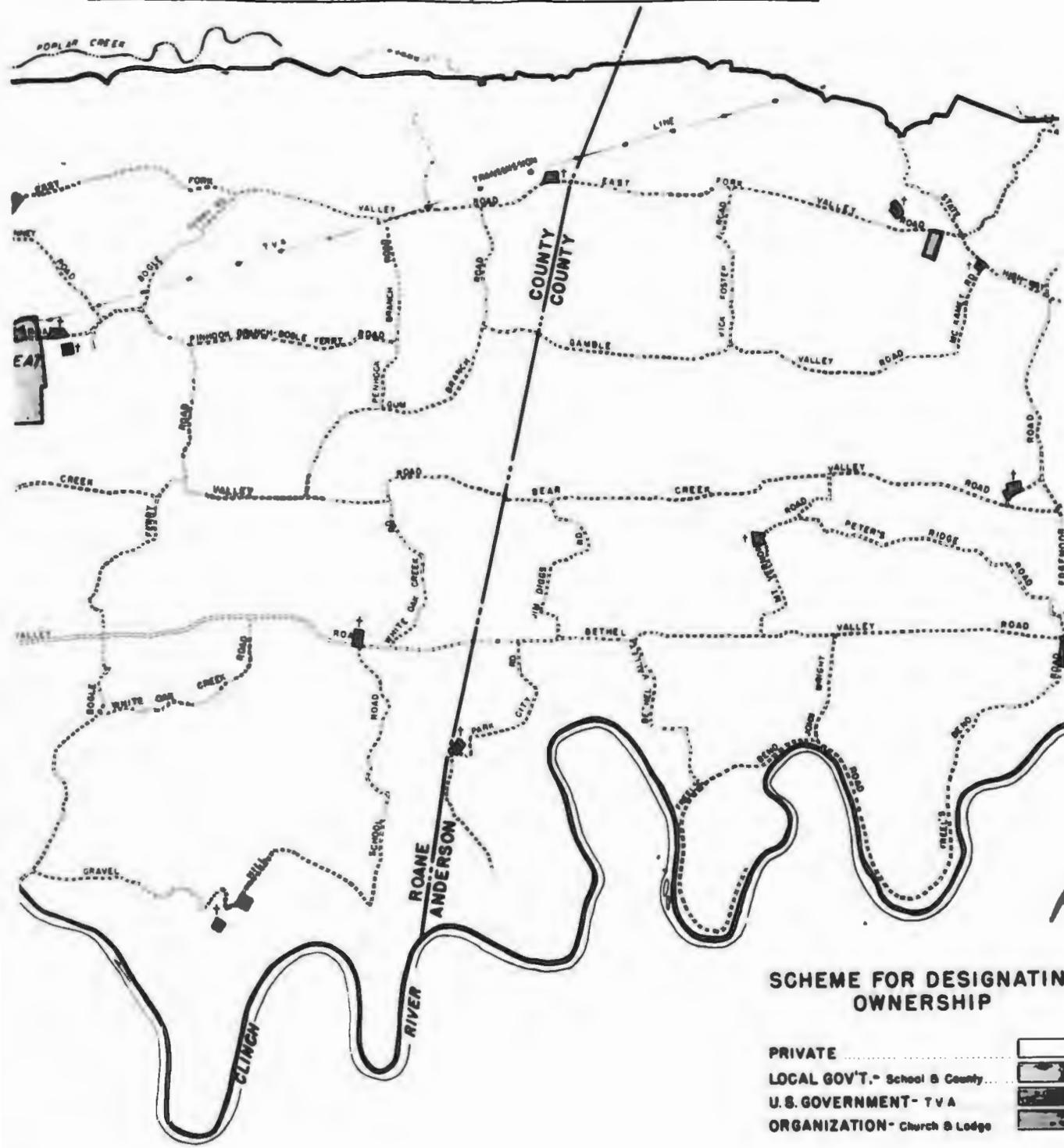
~~RESTRICTED~~



A-2-1

A-2-1

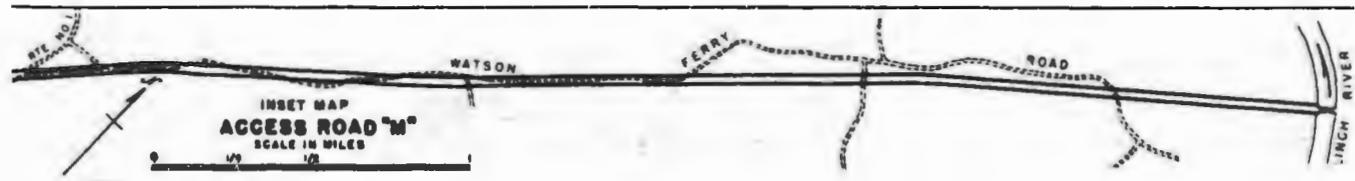
ROAD "N"
ET MAP)



A22

SCHEME FOR DESIGNATING OWNERSHIP

- PRIVATE
- LOCAL GOV'T. - School & County
- U.S. GOVERNMENT - TVA
- ORGANIZATION - Church & Lodge



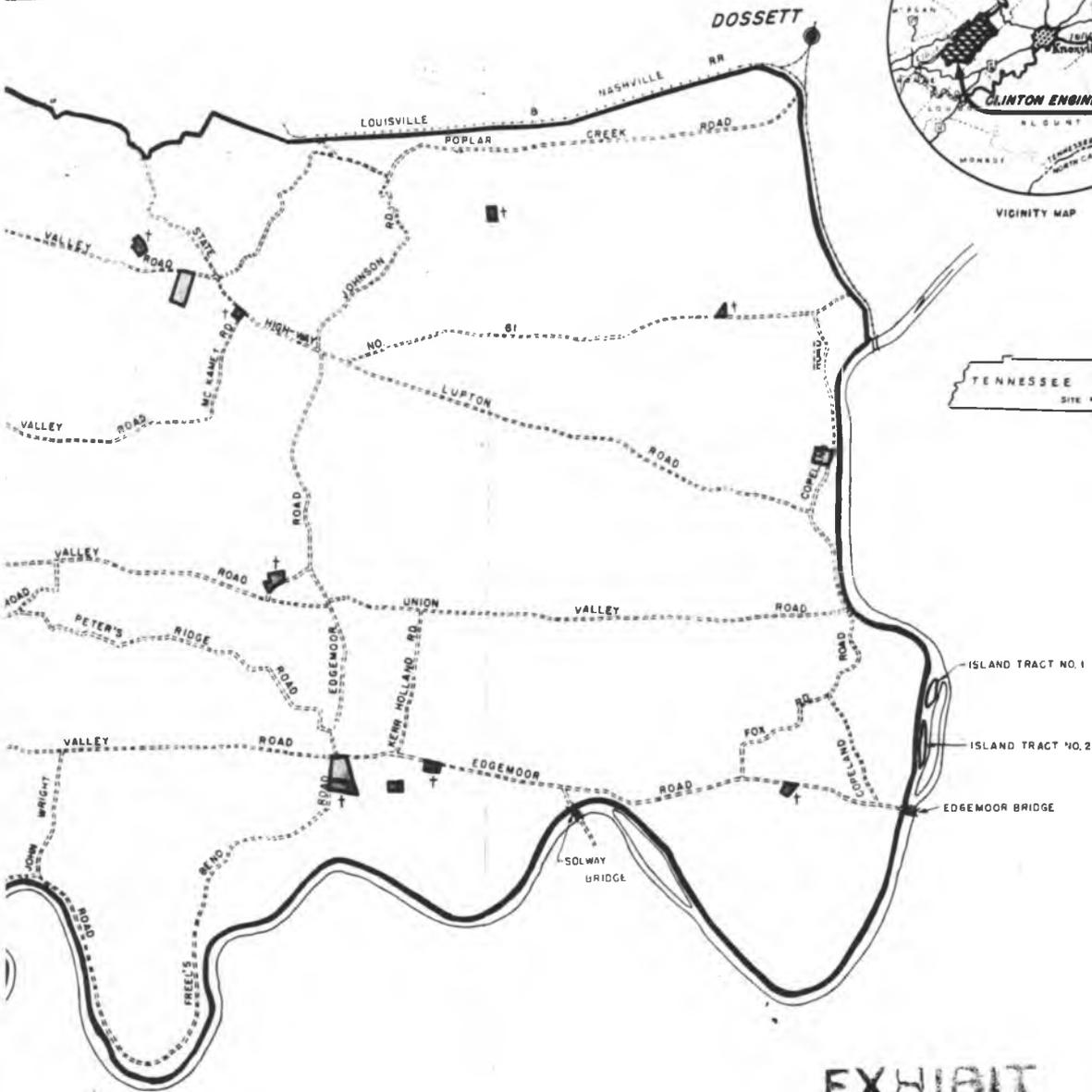
LATE ROUTE NC 81



VICINITY MAP



TENNESSEE
SITE *



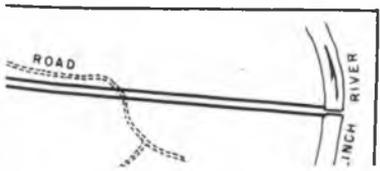
EXHIBIT

A - 2

SCHEME FOR DESIGNATING OWNERSHIP

PRIVATE	
LOCAL GOV'T. - School & County	
FEDERAL GOVERNMENT - TVA	
ORGANIZATION - Church & Lodge	

A-2-3

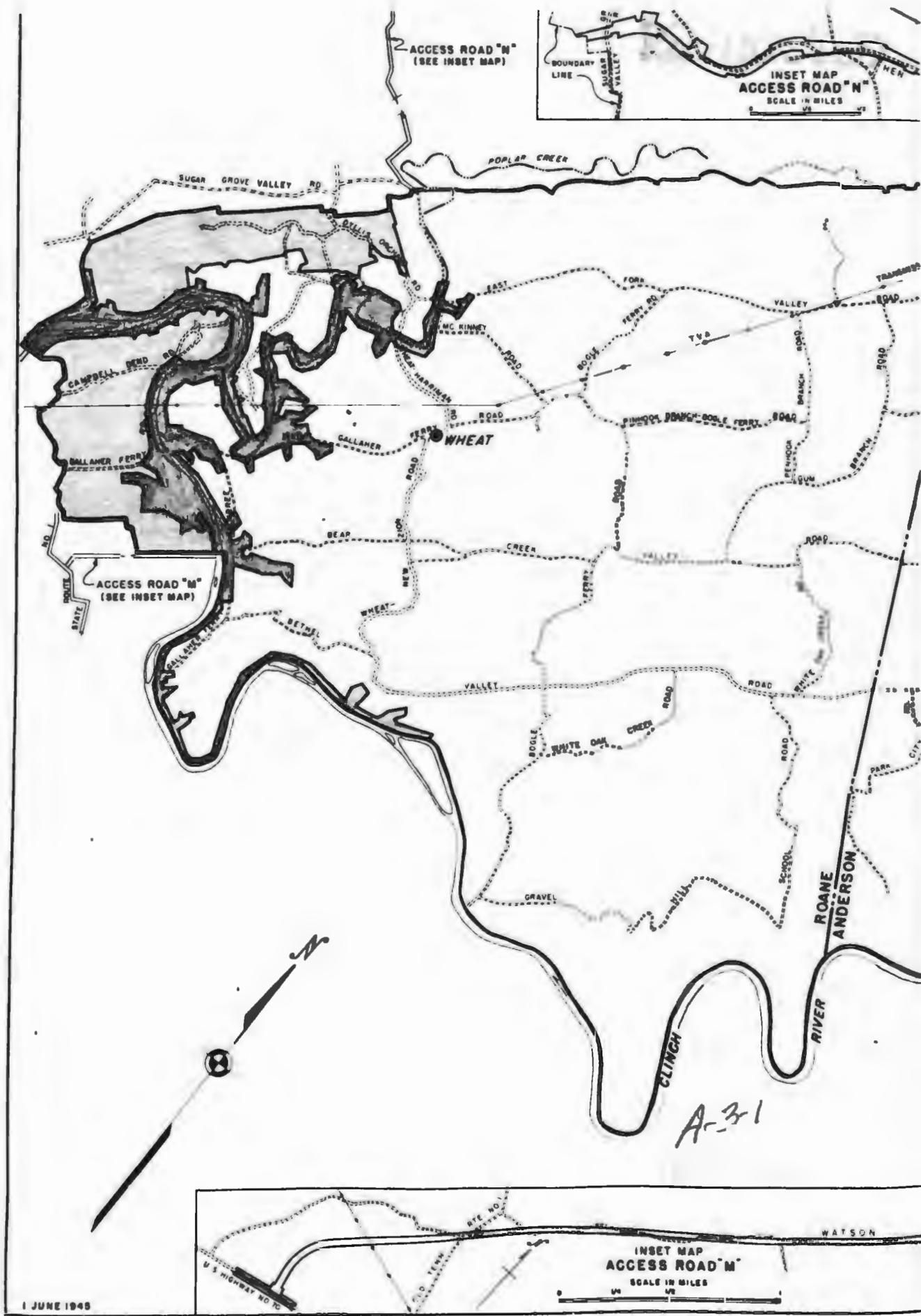


WAR DEPARTMENT
OHIO RIVER DIVISION
U. S. ENGINEERS

**CLINTON ENGINEER WORKS
HARRIMAN, TENNESSEE**

**CLASSIFICATION OF LAND
BY TYPE OF OWNERSHIP**

SCALE IN MILES
0 1/4 1/2



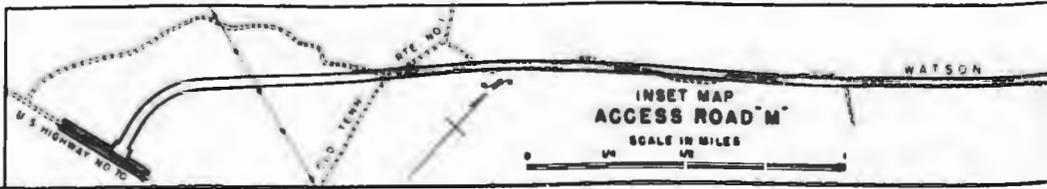
ACCESS ROAD "M"
(SEE INSET MAP)



ACCESS ROAD "M"
(SEE INSET MAP)



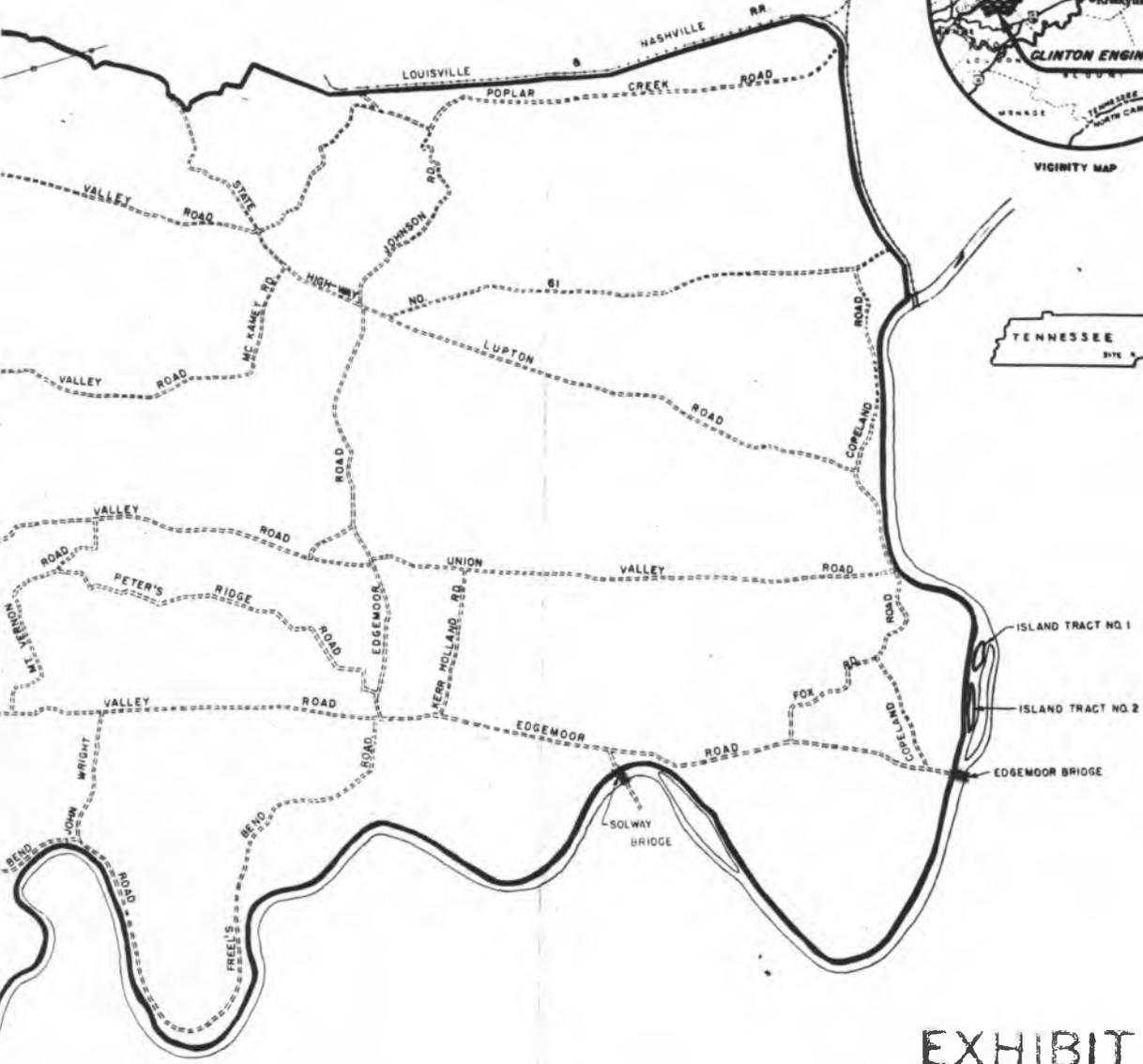
A-3-1



RESTRICTED



DOSSETT



SCHEME FOR DESIGNATING CONTROL

FEE	
LEASE	
EASEMENT	
PERMIT	

A-3-3

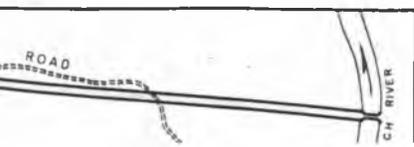
EXHIBIT
A-18

WAR DEPARTMENT
OHIO RIVER DIVISION
U. S. ENGINEERS

CLINTON ENGINEER WORKS
HARRIMAN, TENNESSEE

CLASSIFICATION OF LAND
BY TYPE OF PRESENT CONTROL

SCALE OF MILES

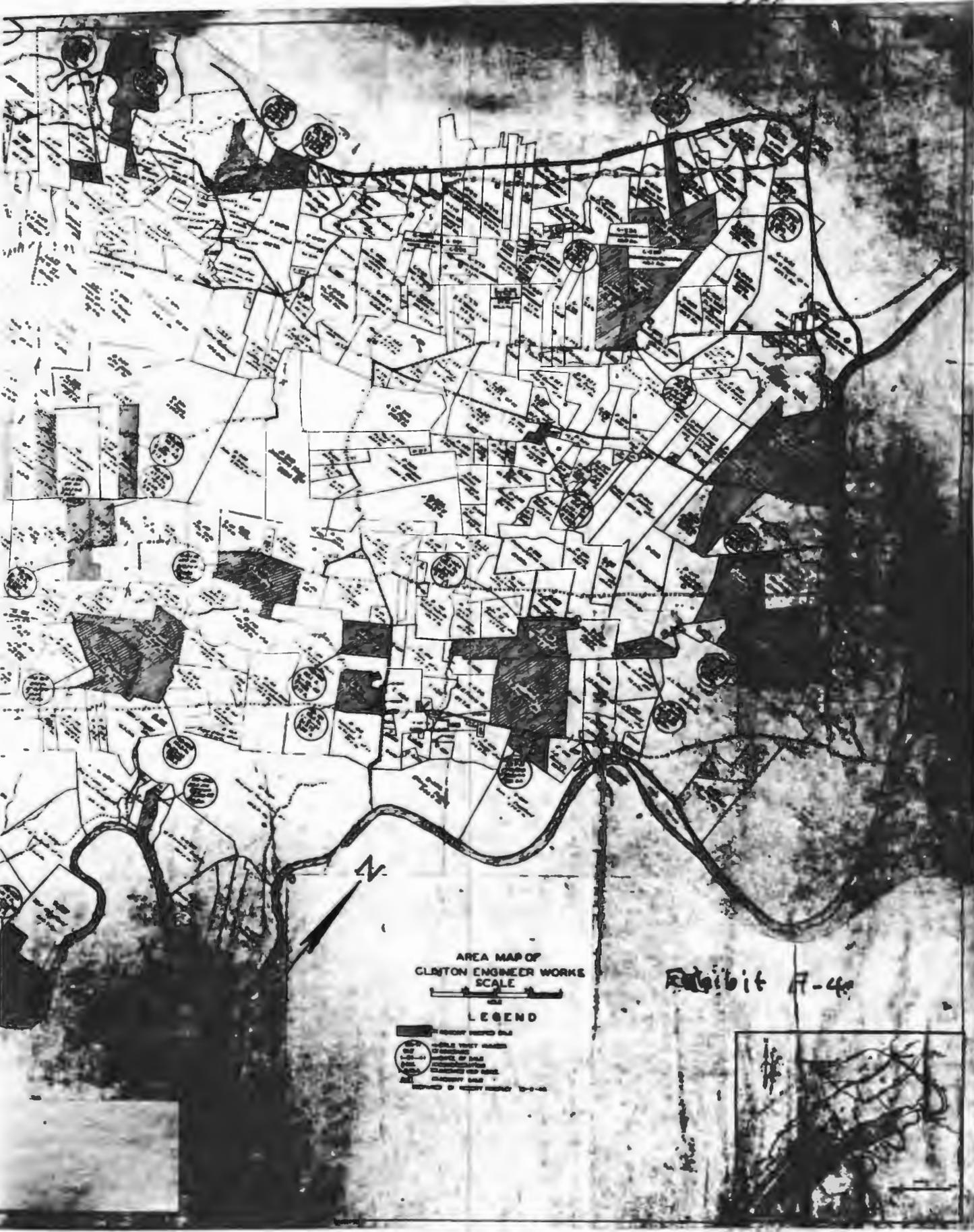




A4-1



A4-2



AREA MAP OF
CLINTON ENGINEER WORKS
SCALE



LEGEND

- PROPERTY BOUNDARY
- WATER BODY
- ROAD
- RAILROAD
- UTILITY LINE
- STREAM
- BOUNDARY OF MAP
- UNIMPROVED AREA
- IMPROVED AREA

Exhibit A-4



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MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDIX "B"

DIRECTIVES AND IMPORTANT LETTERS

<u>No.</u>	<u>Title</u>
1-a	29 September 1942, RE-D 1707
1-b	14 June 1943, RE-D 1707-A
1-c	3 July 1943, RE-D 1707-A
1-d	16 July 1943, RE-D 1707-B
1-e	25 September 1943, RE-D 1707-C
1-f	8 February 1944, RE-D 2958
1-g	3 March 1944, RE-D 2908
1-h	19 April 1944, RE-D 2908-A
1-i	2 May 1944, RE-D 2858-A
1-j	4 August 1944, RE-D 2908-B
1-k	29 August 1944, RE-D 4111
1-l	26 February 1945, RE-D 4111-A
1-n	23 May 1945, RE-D 4111-B
2-a	Protest of Site Selection by Landowner
2-b	Request from Congressman for Aid in Relocating Landowner
2-c	Report of George E. Farrell, Department of Agriculture, on Land Acquisition Procedure
2-d	Request from Congressman to Permit Owners to Salvage Improvements

~~SECRET~~

~~SECRET~~

<u>No.</u>	<u>Title</u>
2-e	Letter from Congressman Pertaining to Alleged Statements by J. H. McKenzie
2-f	Correspondence Pertaining to Relocation of Highways
2-g	Correspondence Pertaining to Crop Harvesting in Area
2-h	Newspaper Clipping and Correspondence Relating to Congressional Investigation
2-i	Correspondence relative to Plans for Military Affairs Committee Investigation
2-j	Newspaper Clipping, Knoxville News Sentinel, 12 August 1943, and Related Correspondence.
2-k	Correspondence Relating to Crop Gathering in Project
2-l	Correspondence Relative to Anderson County's Solway Bridge
2-m	Letter, Subject: "Investigation of Land Acquisition, Clinton Engineer Works"
2-n	Correspondence Relating to Harriman Power Department, Pole Lines Relocation
2-o	Correspondence Relative to Leasing Solway and Edgemoor Bridges
2-p	Letter from Office, Chief of Engineers to Orrin Thacker, Jr.
2-q	Reports by Project Manager of Proceedings, House Military Affairs Sub-Committee

~~SECRET~~

Copy to file

Real Estate Directive
Consecutive No. RE-D 1707
September 30, 1942 ORD

Appendix B

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON

CE 601.1(Kingston, Tenn.)SPELA

September 29, 1942

SUBJECT: Acquisition in Fee of Approximately 56,200 Acres of Land Near
Kingston, Tennessee, for Demolition Range.

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 THE LAND: The area to be acquired is located
in Anderson and Roane Counties near Kingston, Tennessee, and is outlined
in heavy blue line on the attached map marked "Directive Map".
- b. PROPOSED USE: For use as a demolition range.
- c. ACREAGE INVOLVED: Approximately 56,200 acres of land.
- d. ESTIMATED COST: \$3,500,000.
- e. METHOD OF ACQUISITION: Condemnation for fee simple title.
- f. REMARKS: It is noted that the perimeter description covers
56,200 acres, while the approval is of the area on the site map but
mentions the area as 45,000 acres.

3. The determination of a military necessity is based upon the recom-
mendation of the Deputy Chief, Construction Division, Corps of Engineers,
September 19, 1942.

4. Funds for this acquisition are available from appropriations for
Engineer Service-Army.

5. It is recommended that the Under Secretary of War be informed that
a military necessity exists for the above-mentioned acquisition, and that he
be requested to authorize this office to acquire fee simple title to said land.

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

2 Incls.
#1 - Memo 9/19/42
#2 - Directive Map.

Exhibit B-1-a

FOR INFORMATION ONLY

40
Kingston Demolition Range, Tenn

[REDACTED]

SUBJECT: Land Acquisition - Acquisition in Fee of Approximately 56,200
Acres of Land Near Kingston, Tennessee, for Demolition Range.

1st Ind.

War Department, Headquarters, Services of Supply, September 29, 1942.
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.

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, September 29, 1942. To: Chief
of Engineers.

1. For acquisition of land in accordance with Section VII, Circular
No. 47, W. D. 1942.

By direction of the Under Secretary of War:

MARION RUSHTON,
Colonel, J.A.G.D.,
Assistant Executive.

2 Incls. n/c

Exhibit B-1-a.

[REDACTED]

41

22 Oct. 1943

CONFIDENTIAL

RE-D 1707 A

JULIUS F. TUCHLER
CR. CORPS OF ENGINEERS

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS

AUTHORIZATION UNDER
GENERAL DIRECTIVE

CE 601.1 (Harriman, Tenn.
Kingston Demolition Range) SPELR

June 14, 1943.

Acquisition of Additional Land in the vicinity of the Kingston
Demolition Range, Harriman, Tennessee.

PLANNING & APPRAISAL SECTION

PURCHASE SECTION
CONDEMNATION SECTION

1. Directive dated September 29, 1942, authorized the acquisition of 56,200 acres of land in the vicinity of Harriman, Tennessee, for use as a demolition range, at an estimated cost of \$3,500,000.
2. It has now been determined that a military necessity exists for the acquisition of land indicated under subject above and described more in detail in paragraph 3 below.
3. Description of the land and other pertinent data are as follows:
 - a. BRIEF DESCRIPTION OF THE LAND: Certain tracts or parcels of land situate in Anderson County, Tennessee, more particularly shown on the inclosed map.
 - b. PROPOSED USE: Protective security.
 - c. ACREAGE INVOLVED: 15.1 acres.
 - d. IMPROVEMENTS: None.
 - e. ESTIMATED COST: \$1,750.
 - f. ESTATE TO BE ACQUIRED: Fee simple.
 - g. METHOD OF ACQUISITION: Purchase or condemnation.
4. The determination of military necessity is based upon the approval of the Deputy Chief, Construction Division, Office, Chief of Engineers, by 1st Indorsement dated May 28, 1943, inclosed herewith.
5. Sufficient funds for this acquisition are available from funds allotted in the directive abovementioned.
6. Pursuant to general directive dated April 10, 1942, issued by the Under Secretary of War, you are authorized to take the necessary action to acquire the real estate described hereinabove.

O'BRIEN

EXHIBIT B-1-b

Kingston
CE 601.1 (Harsiman, Tenn., Clinton
Engineering Works) SPELR

SUBJECT: Acquisition of Additional Land For Railroad Spur Right of Way,
Clinton Engineering Works, Tennessee.

3rd Ind.

Office, Chief of Engineers, War Department, Washington, D. C. 3 July 1943

To: The Commanding General, Army Service Forces.

1. Reference is made to the basic communication concerning the acquisition of 56,200 acres of land at an estimated cost of \$3,500,000, and approved by the Under Secretary of War in preceding 2d indorsement dated 29 September 1942,

2. Also, reference is made to memorandum directive dated 14 June 1943 authorizing the acquisition in fee of 15.1 acres of land adjacent to the abovementioned project for protective security area at an estimated cost of \$1,750, issued pursuant to general directive dated 10 April 1942 issued by the Under Secretary of War.

3. It has now been determined that a military necessity exists for the acquisition of land indicated under subject above and described more in detail in paragraph 4 below.

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

a. BRIEF DESCRIPTION OF THE LAND: The subject land is located 1 1/2 miles northeast of Elverton Station on the Southern Railroad, Second Civil District, Roane County, Tennessee.

b. PROPOSED USE: Right of way for railroad spur track.

c. ACREAGE INVOLVED: 70 acres.

d. IMPROVEMENTS: None.

e. ESTIMATED COST: \$14,107.

f. ESTATE TO BE ACQUIRED: Fee simple.

g. METHOD OF ACQUISITION: Purchase or condemnation.

5. The determination of military necessity is based upon the approval of the Deputy Chief, Construction Division, Office, Chief of Engineers, as indicated in letter of 23 June 1943, inclosed.

6. Sufficient funds for this acquisition are available from funds allotted in the directive dated 29 September 1942, referred to in paragraph 1 above.

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

For the Chief of Engineers

EXHIBIT B-1-C

1/3
/s/ T. F. FARRELL,
Colonel, Corps of Engineers,
Executive Assistant

Incls. w/d

Added: #1-Ltr 6-23-43 2/incl. #1

#2-Directive Map

92-4114

Kingston
Demolition Range, Tenn

~~RESTRICTED~~
[REDACTED]
SUBJECT: Acquisition of Additional Land for Railroad Spur Right of Way,
Clinton Engineering Works, Tennessee.

4th Ind.

Department, Headquarters, Army Service Forces. 3 July 1943

The Under Secretary of War.

1. The Secretary of War directs that you be informed that a military
necessity exists for the acquisition of land as referred to in the preced-
3d Indorsement.

For the Commanding General:

/s/W.D. STYER

ls. n/c

5th Ind.

Office of the Under Secretary of War, 3 July 1943

The Chief of Engineers.

For acquisition of land in accordance with Section VII, Cir-
cular No. 47, W.D., 1942.

By direction of the Under Secretary of War:

/s/MARION RUSHTON
Colonel, J. A. G. D.
Administrative Officer

ls. n/c

Copy Q.M. 2 Aug 1943

Real Estate Directive
Consecutive No. RE-D 1707 B

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS

RN21-2/20

OS 601.1(Clinton Migr. Works, Tenn.)SPLA 15 July 1943

Subject: Acquisition of Additional Land for Channel Diversion of Poplar Creek,
Clinton Engineer Works, Tennessee.

From: PLANNING & APPRAISAL SECTION To: 1. PURCHASE SECTION
2. CONDEMNATION

1. An original directive authorized the acquisition in fee of 56,200 acres of land at an estimated cost of \$5,500,000 and was approved by the Under Secretary of War by 2nd Indorsement dated September 29, 1942.
2. Memorandum directive dated June 14, 1943, authorized the acquisition in fee of 15.1 acres of land adjacent to the above-mentioned Project for the protection and security thereof, at an estimated cost of \$1,750.00 and issued pursuant to authority granted in General Directive dated April 10, 1942.
3. A 3rd Indorsement directive authorized the acquisition in fee of 70 acres of additional land for a Spur Tract Right-of-Way at an estimated cost of \$14,107.00 and was approved by the Under Secretary of War by 5th Indorsement dated July 3, 1943.
4. It has now been determined that a military necessity exists for the acquisition of land indicated under subject above and described more in detail in Paragraph 5 below.
5. Description of land and other pertinent data are as follows:
 - a. ~~BRIEF~~ DESCRIPTION OF THE LAND: The subject parcels of land are located adjacent to the exterior lines of the proposed Railroad Right-of-Way at the intersection of the same with Poplar Creek in the Second Civil District Roans County, Tennessee.
 - b. PROPOSED USE: Diversion of Poplar Creek Channel.
 - c. ACREAGE INVOLVED: 3.73 acres, more or less.
 - d. IMPROVEMENTS: None.
 - e. ESTIMATED COST: \$400.00.
 - f. ESTATE TO BE ACQUIRED: Fee.
 - g. METHOD OF ACQUISITION: Purchase or condemnation.
6. The determination of a military necessity is based upon the approval of the Deputy Chief Construction Division, Office, Chief of Engineers, as indicated on the inclosed letter dated July 1, 1943.
7. Sufficient funds for this acquisition are available from funds allotted in the above-mentioned directive dated September 29, 1942.

EXHIBIT B-1-d

File No. CE 601.1 (Clinton Eng. Works, Tenn.) SPELR

Subject: Acquisition of Additional Land for Channel Diversion of Poplar Creek, Clinton Engineer Works, Tennessee.

From: PLANNING & APPRAISAL SECTION To: 1. PURCHASE SECTION
2. CONDEMNATION

8. Pursuant to general directive dated April 10, 1942, issued by the Under Secretary of War, you are authorized to take the necessary action to acquire the real estate described above.

Attached:
Ltr. 7/1/43 w/Incl.



/s/ O'BRIEN

CE 601.1 (Clinton Engr. Works, Tenn.) Date 25 September 1943.
SPELR

SUBJECT: Acquisition of Additional Land for Borrow Pit in connection with the Railroad Spur Tract Construction, Clinton Engineer Works, Tennessee.

FROM : PLANNING & APPRAISAL SECTION TO : PURCHASE SECTION

1. The following directives have been issued in connection with Clinton Engineer Works, Tennessee:

<u>Date</u>	<u>Acreage</u>	<u>Amount</u>	<u>Estate Acquired</u>	<u>Use</u>
29 Sept. 1942	56,200	\$3,500,000.00	Fee	Original Site
14 June 1943	15.1	1,750.00	Fee	For protection & security
3 July 1943	70	14,107.00	Fee	Spur Tract Right of way.
15 July 1943	3.75	400.00	Fee	Channel Diversion of Popular Creek.

2. Based upon the request of the Area Engineer, 1st Indorsement, dated 6 September 1943, and the recommendation as indicated in 2nd Indorsement, dated 14 September 1943, a military necessity exists for the acquisition of said land as indicated in subject above and described more in detail in paragraph 3 below.

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

- a. BRIEF DESCRIPTION OF THE LAND: Subject property is located in the 2nd Civil District, Roane County, Tennessee, approximately 1 - 3/4 miles northwest of Wheat School and adjacent to the west bank of Popular Creek, as indicated on inclosed map.
- b. PROPOSED USE: Borrow pit.
- c. AREA INVOLVED: 47.7 acres, more or less.
- d. IMPROVEMENTS: None.
- e. ESTIMATED COST: \$3,740.00.
- f. ESTATE TO BE ACQUIRED: Fee simple.
- g. METHOD OF ACQUISITION: Purchase or condemnation.

4. Sufficient funds are available from funds allotted in directive, dated 29 September 1942, as referred to in paragraph 1 above.

5. Pursuant to general directive issued by the Under Secretary of War, dated 10 April 1942, you are authorized to acquire the above-mentioned land.

/s/ O'Brien,
O'BRIEN.

Attached:
Ltr. 8-25-43
w/2 Inds & incl.

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON

CE 601.52 (Harriman, Tenn.

Clinton Engineering Works) SPELR

Date 7 February 1944

Subject: Acquisition of Land.

To: The Commanding General, Army Service Forces.

1. The following directives have been issued in connection with Clinton Engineer Works, Tennessee.

<u>Date</u>	<u>Acreage</u>	<u>Amount</u>	<u>Estate Acquired</u>	<u>Use</u>
29 Sept 42	56,200.	\$3,500,000.00	Fee	Original site.
14 June 43	15.1	1,750.00 ✓	Fee	For protection & security.
3 July 43	70.	14,107.00	Fee	Spur track r/w
15 July 43	3.75	400.00 ✓	Fee	Channel diversion of Poplar Creek.
25 Sept 43	47.7	3,740.00 ✓	Fee	Borrow pit.

2. Based upon the request of the Commanding General, Manhattan District, by letter dated 31 January 1944, attached, and the recommendations of the Troops Facilities Branch, OCE, and the Division Engineer by memorandum dated 30 December 1943 and 1st Indorsement dated 13 January 1944, respectively, a military necessity exists for the acquisition of the land described below:

a. BRIEF DESCRIPTION OF THE LAND: A certain strip of land approximately 100' in width, extending from a point in the Tennessee State Route No. 1 approximately 4 miles southeast of Kingston, in a northeasterly direction approximately 5.4 miles to the Clinch River which forms the west boundary of the Clinton Engineer Works, in Roane County, Tennessee, and shown in red on the inclosed Directive Map dated 25 January 1944, entitled, "Proposed Access Road, Clinton Engineering Works, Tennessee".

b. PROPOSED USE: For the construction of an access road from state route No. 1 to Clinton Engineering Works.

c. ACREAGE INVOLVED: 62 acres, more or less.

d. IMPROVEMENTS: Power line and certain rural dwellings and related buildings, valued at \$5,800,

e. ESTIMATED COST: Not to exceed \$14,600, including relocation or power line and certain buildings, if necessary.

f. ESTATE TO BE ACQUIRED: Perpetual easement.

g. METHOD OF ACQUISITION: Negotiation or condemnation.

h. REMARKS: Possible relocation of a section of power line and relocation of certain buildings are contemplated; sufficient funds therefore have been included in the estimated cost of acquisition.

3. Sufficient funds for this acquisition are available from funds authorized in original directive dated 29 September 1943 referred to in paragraph 1.

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

For the Chief of Engineers:

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

4 Incls.
1-TT fm. Div. Eng. 1/20/44
2-Ltr. to Div. Eng. 12/31/43 w/1 Ind.
3-Memo fm. Troop Fac. Br. 12/30/43
4-Directive map 1/25/44

1st Ind.

War Department, Headquarters, Army Service Forces 7 February 1944
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 realty interest referred to in the basic communication.

For the Commanding General:

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

4 Incls. n/c

2nd Ind.

Office of the Under Secretary of War 8-February 1944
To: The Chief of Engineers

Approved for acquisition of an appropriate interest in land as described in basic communication in accordance with AR 100-61.

By direction of the Under Secretary of War:

MARION RUSHTON,
Colonel, J.A.G.D.
Administrative Officer

★ Incls. n/c

CONSECUTIVE NO. RE-D 2908

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS

E 601.1(Clinton Engineer Works, Harriman, Tenn)SPELR 1 March 1944

Subject: Acquisition of Land for Additional Access Road.

To: The Commanding General, Army Service Forces.

1. The following directives have been issued in connection with Clinton Engineer Works, Tennessee.

Site	Number	Acreage	Amount	Estate Acquired	Use
142	RE-D				
142	1707	56,200.	\$3,500,000.00	Fee	Original site.
143					
143	1707A	15.1	1,750.00	Fee	For protection & security.
143	1707A	70.	14,107.00	Fee	Spur tract r/w
143	1707B	3.75	400.00	Fee	Channel diversion of Poplar Creek.
143					
143	1707C	47.7	3,740.00	Fee	Borrow pit.
144					
144	2858	62.	14,600.00	Perpetual Easement.	Access road.

2. Based upon the request of the Commanding General, Manhattan District, letter dated 31 January 1944, true copy inclosed, the recommendation of the Engineer Division, Ohio River Division, by letter dated 12 February 1944, and the recommendation of the Troops Facilities Branch, Military Construction Division, OCE, by memorandum dated 19 February 1944, a military necessity exists for the acquisition of the land and relocation of utilities as set forth below:

a. BRIEF DESCRIPTION OF THE LAND: Certain tracts or parcels of land adjoining existing railroad right of way extending from the Tennessee State Highway #61 at Blair Station in a southerly direction to the west gate at the northwest corner of the Clinton Engineer Works, being located in the Second Civil District, Roane County, Tennessee; as shown on Directive Map dated 23 February 1944, entitled "Southern Railroad and Access Road Rights of Way and Property Line, Clinton Engineering Works."

b. PROPOSED USE: For the construction of an access road from the State Route #61, Blair Station to the Clinton Engineering Works.

c. AREA INVOLVED: Approximately 17 acres, comprising 13 tracts.

d. IMPROVEMENTS: None.

e. ESTIMATED COST: \$5,100, including cost of relocating utilities.

f. ESTATE TO BE ACQUIRED: Fee simple.

g. METHOD OF ACQUISITION: Negotiation or condemnation.

h. REMARKS: Possible relocation of a section of a power line and the relocation of certain buildings are contemplated.

The determination to acquire fee title in the subject land is based upon the fact that the proposed roadway will be constructed partially on lands acquired in fee for the railroad spur track right of way and partially on the additional scattered parcels adjoining the said railroad right of way described above.

3. Funds for this acquisition are available from funds allocated in directive No. RE-D 1707 dated 29 September 1942, mentioned in Paragraph 1 preceding.

EXHIBIT E-1-8

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

For the Chief of Engineers:

/s/ Thomas M. Robins,
Major General,
Deputy Chief of Engineers.

5 Incls.

- Ltr fr Ch Manhattan Dist 1/31/44 (True Cy)
- Ltr fr ORD 2/12/44
- Memo fr Mil Cons 2/19/44
- Cy ltr fr Dist Engr 1/20/44
- Directive Map 2/23/44

1st Ind.

War Department, Headquarters, Army Service Forces 1 March 1944.

The Secretary of War directs that you be informed that a military necessity exists for the acquisition of the land and relocation of utilities 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

5 Incls. n/a

2nd Ind.

Office of the Under Secretary of War 3 March 1944

To: The Chief of Engineers.

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

By direction of the Under Secretary of War:

/s/ Marich Rushton,
Colonel, J.A.C.D.

5 Incls. n/a

Administrative Officer

DOI. 52 (Clinton Engineer Works, Tenn) SPELR

To: Acquisition Branch, Purchase Section

19 April 1944

From: Chief, Real Estate Division

Subject: Acquisition of Land for Expansion of Project.

1. The following directives have been issued in connection with Clinton Engineer Works, Tennessee.

<u>Date</u>	<u>Acreage</u>	<u>Amount</u>	<u>Estate Acqrd</u>	<u>Use</u>
✓ Sept 29 RE-D 1707 1943	56,200	\$3,500,000.00	Fee	Original Site
✓ June 14 RE-D 1707A	15.1	1,750.00	Fee	For protection and security
✓ July 3 RE-D 1707A	70.	14,107.00	Fee	Spur track r/w
✓ July 15 RE-D 1707B	3.75	400.00	Fee	Channel diversion of Poplar Creek
✓ Sept 25 RE-D 1707C	47.7	3,740.00	Fee	Borrow Pit
1944				
✓ Feb. 7 RE-D 2858	62.	14,600.00	Perpetual Easement	Access Road
✓ Mar. 1 RE-D 2908	17	5,100.00	Fee	

2. Based upon the request of the District Engineer, Manhattan District, by 1st Indorsement dated 3 January 1944 and by letter dated 17 February 1944; and the recommendation of the Division Engineer, Ohio River Division by 1st Indorsement dated 23 February 1944, a military necessity exists for the acquisition of the land as set forth below:

- a. BRIEF DESCRIPTION OF THE LAND: Certain tracts of land situate on the west boundary of the Clinton Engineer Works in Roane County, Tennessee, as shown on the inclosed map marked Directive Map - Original, dated 30 December 1943, and entitled "Clinton Engineer Works, Roane and Anderson Counties, Harriman, Tenn."
- b. PROPOSED USE: For Expansion of Facilities.
- c. AREA: Approximately 279 acres.
- d. IMPROVEMENTS: None.
- e. ESTIMATED COST: None.
- f. ESTATE TO BE ACQUIRED: Temporary use.
- g. METHOD OF ACQUISITION: By permit from the Tennessee Valley Authority

3. Pursuant to AR 100-61 it is requested that necessary action be taken to acquire the land as outlined herein.

/s/O'Brien

3 MAY 1944

RE-D 2858A

CE 601.1(Clinton Engineer Works, Tenn)SPELR

Subject: Acquisition of Additional Land in connection with Access Road "N" and "M",

From: Chief, Real Estate Division

To: Acquisition Branch
Purchase Section

1. Directive No. RE-D 2908 dated 1 March 1944 authorized the acquisition of 17 acres of land at an estimated cost of \$5,100 for the construction of an access road from State Route 61, Blair Station to the Clinton Engineering Works.

2. Directive No. RE-D 2858 dated 7 February 1944 authorized the acquisition of 62 acres of land for the construction of an access road from State Route No. 1 to Clinton Engineering Works.

3. Based upon the request by memorandum from the Commanding General, Manhatta District, OCE, in answer to memorandum from this office dated 7 April 1944 and the recommendation of the Division Engineer, Ohio River Division, by 1st Indorsement dated 31 March 1944, it has been determined to be to the best interest of the Government;

a. To amend Directive No. RE-D 2908, above referred to, so as to increase the total acreage to approximately 17.3 acres of land at an additional cost of \$120. The 3 tracts to be acquired are shown in red on inclosed map marked Directive Map, Original, dated 6 March 1944, entitled "Real Estate, Access Road 'N', Clinton Engineer Works, Harriman, Tennessee."

b. To amend Directive No. RE-D 2858, above referred to, so as to increase the acreage to approximately 62.89 acres of land at an additional cost of \$200. The area shown in red on enclosed map dated 10 February 1944 marked Directive Map, Original, entitled "Real Estate, Access Road 'M', Clinton Engineer Works, Harriman, Tennessee."

4. Funds for this acquisition are available from funds allocated in Directive No. RE-D 1707 dated 29 September 1942.

5. Pursuant to general directive issued by the Under Secretary of War dated 10 April 1942, Directive No. RE-D 2908 dated 1 March 1944 and Directive No. RE-D 2858 dated 7 February 1944 are hereby amended accordingly and it is requested that necessary action be taken to acquire the land as outlined herein.

/s/O'Brien

EXHIBIT B-1-i

CE 601.1(Clinton Engineer Works - Harriman, Tennessee)SPELR

To: Purchase Section

4 August 1944

From: Chief, Real Estate Division

Subject: Acquisition of Land - Clinton Engineer Works.

1. The following directives have been issued in connection with Clinton Engineer Works:

<u>Date & No.</u>	<u>Acreage</u>	<u>Amount</u>	<u>Est. Acquired</u>	<u>Use</u>
<u>1942</u>				
29 Sept RE-D 1707	56,200	\$3,500,000	Fee	Original Site
<u>1943</u>				
14 June RE-D 1707A	15.1	1,750	Fee	For Protection and Security
3 July RE-D 1707A	70	14,107	Fee	Spur Tract R/W
15 July RE-D 1707B	3.75	400	Fee	Channel diversion of Poplar Creek
25 Sept RE-D 1707C	47.7	3,740	Fee	Borrow Pit
<u>1944</u>				
7 Feb RE-D 2858	62.	14,600	Perpetual Easement	Access Road
1 Mar RE-D 2908	17	5,100	Fee	Access Road
19 Apr RE-D 2908A	279		Temporary Use	Expansion of Facilities

2. Based upon the request of the District Engineer, Manhattan District, by 2nd Indorsement dated 18 July 1944, and the recommendation of the Division Engineer Ohio River Division, by 3rd Indorsement dated 26 July 1944, a military necessity exists for the acquisition of land as set forth below:

a. BRIEF DESCRIPTION OF THE LAND: A certain tract of land known as Tract No. M-1201-E located on the northwest bank of the Clinch River, Roane County, Tennessee, as shown on the inclosed map dated 11 May 1944, marked Directive Map - Original and entitled "Special Use Permit Proposed to be Granted War Department, Roane County, Tennessee."

b. PROPOSED USE: Access Road.

c. ACREAGE: .32 of an acre.

- [REDACTED]
- d. IMPROVEMENTS; None.
 - e. ESTIMATED COST; None.
 - f. ESTATE TO BE ACQUIRED; Temporary Use.
 - g. METHOD OF ACQUISITION; By permit from the Tennessee Valley Authority.

3. Pursuant to authority contained in AR 100-61, it is requested that necessary action be taken to acquire the land as outlined herein.

/s/O'Brien

RE-D 4111

ARMY SERVICE FORCES
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON

CE 601.1(Clinton Engr. Works, Tenn.)
(Ref CM 101755)SPELR

28 August 1944

SUBJECT: Acquisition of Additional Land for Security Purposes in K-25 Area.

TO: The Commanding General, Army Service Forces.

1. The following directives have been issued in connection with Clinton Engineer Works:

<u>Date & No.</u>	<u>Acreage</u>	<u>Amount</u>	<u>Est. Acquired</u>	<u>Use</u>
<u>1942</u> Sept. 29 RE-D 1707	56,200	\$3,500,000	Fee	Original Site
<u>1943</u> June 14 RE-D 1707A	15.1	1,750	Fee	For Protection and Security
July 3 RE-D 1707A	70	14,107	Fee	Spur Track R/W
July 15 RE-D 1707B	3.75	400	Fee	Channel diversion of Poplar Creek
Sept. 25 RE-D 1707C	47.7	3,740	Fee	Borrow Pit
<u>1944</u> Feb. 7 RE-D 2858	62	14,600	Perpetual Easement	Access Road
Mar. 1 RE-D 2908	17	5,100	Fee	Access Road
Apr. 19 RE-D 2908A	279		Temporary use	Expansion of Facilities
Aug. 4 RE-D 2908B	.32		Temporary use	Access Road

2. Based upon the request of the District Engineer, Manhattan District, by letter dated 24 August 1944 and the recommendation of the Division Engineer, Ohio River Division, by 1st Indorsement dated 5 August 1944, a military necessity exists for the acquisition of land as set forth below:

EXHIBIT B-1-k

a. BRIEF DESCRIPTION OF THE PROPERTY: Certain tracts of land adjoining on the east by the Clinton Engineer Works and the Clinch River, in Roane County, Tennessee, as outlined in orange on the inclosed map dated 9 August 1944, marked "Directive Map - Original" and entitled "Elverton Quadrangle, Tennessee".

b. PROPOSED USE: Security area.

c. ACREAGE: 2,800 acres.

d. IMPROVEMENTS: Dwellings, farm buildings and appurtenances valued at \$47,500.

e. ESTIMATED COST: \$170,000.

f. ESTATE TO BE ACQUIRED: Approximately 2,375 acres in fee and 425 acres by temporary use.

g. METHOD OF ACQUISITION: Negotiation or condemnation for the land to be acquired in fee. Special use permit for the land under the jurisdiction of the Tennessee Valley Authority.

h. REMARKS: Arrangements will be made to permit the harvesting of crops within the area unless such action conflicts with military plans.

In those instances where it is determined to be more economical to the government and the owners are agreeable the land will be acquired by lease in lieu of fee simple. The remaining areas involving excessive restoration costs and high rental will be acquired in fee as provided above.

3. Funds for this acquisition are available from Public Law 374, 78th Congress, approved 26 June 1944.

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

5. It is also recommended that the necessary papers to acquire the land be released from Confidential status.

For the Chief of Engineers:

/s/ Thomas M. Robins
THOMAS M. ROBINS
Major General,
Deputy Chief of Engineers

3 Incls:

#1 - Ltr frm DE, Manhattan Dist.
to OCE, dtd 24 Aug 44

#2 - 1st Ind. frm ORD to OCE dtd
5 Aug 44

#3 - Directive Map - Original
dtd 9 Aug 44

~~SECRET~~
RE-D 4111

SUBJECT: Acquisition of Additional Land for Security Purposes in K-25 Area,
Clinton Engineer Works, Harriman, Tennessee.

1st Ind.

War Department, Headquarters, Army Service Forces 28 August 1944

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 property as outlined in basic letter.

2. All papers necessary for the acquisition of this property are hereby removed from Confidential status.

For the Commanding General:

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

For LUCIUS D. CLAY
Major General, G.S.C.
Acting Chief of Staff

3 Incls. n/c

2nd Ind.

Office of The Under Secretary of War

29 August 1944

TO: The Chief of Engineers

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

By direction of The Under Secretary of War:

/s/ Herbert A. Friedlich
HERBERT A. FRIEDLICH
Lt. Colonel, J.A.G.D.
Acting Administrative Officer

3 Incls. n/c

~~SECRET~~

EXHIBIT B-1-K

CE 601.1 (Clinton Eng'r Works, Tennessee) SPELR

RE-D 4111-1

TO : (1) Condemnation Section DATE: 26 February 1945
 (2) Purchase Section (3) Leasing Section
FROM : Chief, Real Estate Division

SUBJECT: Elimination of 1 acre of Tract No. O-1408

1. Directive No. RE-D 4111 authorized the acquisition, by fee title or leasehold interest, of 2,375 acres of land, and 425 acres by permit from T.V.A., at an estimated cost of \$2,800, for security area in connection with the Clinton Engineering Works, Tennessee.

2. Based upon the approval of the District Engineer, Manhattan District, by 1st Indorsement dated 12 February 1943, and the recommendation of the Division Engineer, Ohio River Division, by 2nd Indorsement dated 20 January 1945, it has been determined to be to the best interest of the Government to amend Directive RE-D 4111 dated 28 August 1944, mentioned in paragraph 1 above, to provide for the elimination of a portion of the land, as set forth below:

a. BRIEF DESCRIPTION OF THE LAND: A small portion of Tract O-1408, in Roane County, Tennessee, situate in the 3rd Civil District on the left descending bank of Clinch River, approximately 0.2 miles southeast from Union School, and shown in red on the attached map dated 17 August 1944, marked "Directive Map - Original" and entitled "Project Clinton Engineer Works, Tract O-1408 Tract Map (Without Grid)".

b. APPROXIMATE ACREAGE: 1 acre.

c. REMARKS: All of the owners' buildings, except the barn, are on the small portion of the tract to be eliminated.

No Declaration of Taking has been filed.

3. Pursuant to General Directive issued by the Under Secretary of War, dated 10 April 1942, Directive No. RE-D 4111 dated 28 August 1944, mentioned in paragraph 1 preceding, is hereby amended as above outlined and it is requested that necessary action be taken as set forth herein.

/s/ J.J.O'B
O'BRIEN

Attached:

- #1 - Memo dtd 1 Feb 45 fm
 OCE to Maj.Gen. Groves w/1 Ind.
- #2 - Ltr dtd 12 Dec 44 fm ORD, Land
 Acq. Sect., Clinton Engr Wks, to
 DE, ORD, w/2 Inds. & 1 Incl.
- #3 - Directive Map - Original

EXHIBIT B-1-1

CE 601.1(Clinton Engr. Works, Tenn.)SPEIR

23 May 1945

TO : PURCHASE BRANCH

FROM : DIRECTOR, REAL ESTATE

SUBJECT : Revision of acreage to be acquired for Security Purposes.

1. Directive RE-D 4111 dated 28 August 1944, authorized the acquisition of 2,375 acres of land in fee and 425 acres by temporary permit at an estimated cost of \$170,000 for security area, Clinton Engineer Works, Tennessee.

2. Based upon the recommendation of the Division Engineer, Ohio River Division, by letter dated 11 April 1945, and report of the Division Engineer, by 3rd Indorsement dated 12 May 1945, it is to the best interest of the Government to amend Directive RE-D 4111 dated 28 August 1944 to provide for the elimination of land, as set forth below:

a. BRIEF DESCRIPTION OF THE PROPERTY TO BE ELIMINATED:
Tract K-1033 identified as Cooper's Island and Tract K-1034 identified as Brashear's Island with the exception of 50 acres, all under the jurisdiction of the Tennessee Valley Authority, being a portion of the 425-acre area referred to in paragraph (1) above, and shown in red on the attached map dated 5 May 1945 marked "Directive Map - Original" and entitled "Clinton Engineer Works, Harrison, Tenn."

b. APPROXIMATE AREA TO BE ELIMINATED: 38 acres.

c. REMARKS: The reduction of such area is a result of a ground survey which made it unnecessary to acquire two tracts of land originally considered in the 425-acre area.

3. Pursuant to General Directive issued by the Under Secretary of War, dated 10 April 1942, Directive RE-D 4111 dated 28 August 1944, is amended accordingly and it is requested that necessary action be taken as outlined herein.

/s/ O'Brien
O'BRIEN

Attached:

Ltr dtd 11 Apr 45 fm ORD
w/3 Inds & 1 Incl.

11/1/45

CE 095 Cagley, George - SFELA



Office, District Engineers
10-29 1942
For the files of the
District Engineer.
October 27, 1942.

Honorable John Jennings, Jr.,
House of Representatives,
Washington, D. C.

Dear Mr. Jennings:

RN21-1/7

Receipt is acknowledged of your letter dated October 17, 1942, addressed to the secretary of war, including a communication from Mr. George Cagley relative to the possible acquisition of land in Anderson and Boone Counties, Tennessee.

Requirements of the military effort have necessitated the acquisition of approximately 90,000 acres of land in Boone and Anderson Counties, near Kingston, Tennessee, for use as a demolition range, and land acquisition activities have already been undertaken.

The representations contained in your letter have been noted and you may be assured that every effort will be made to preserve the interests of the landowners concerned.

Sincerely yours,

/s/ John W. Martyn

JOHN W. MARTYN,
Administrative Assistant.



TIDEMAN
KIT. 5114

EXHIBIT B-2-a

7-15

~~CONFIDENTIAL~~

Room 3503 Munitions Building

OFFICE OF THE UNDER SECRETARY OF WAR

Date October 19, 1942

Subject: Letter from Cong. Jennings, 10/17/42, enclosing letter from George Cagley concerning the area to be taken by the Gov 't in Anderson and Roane Counties, Tenn.

To: THE CHIEF OF ENGINEERS

For accomplishment 10/26

3 X Nec. action and prep. of reply for sig. of the ADM. ASST.



By direction of the Under Secretary of War:

/s/ M. R.

BASIL D. EDWARDS
Colonel, Infantry
Administrative Officer

RN21-1/17

Ind

~~CONFIDENTIAL~~
C O P Y

EXHIBIT B-2-a

~~CONFIDENTIAL~~
[REDACTED]
OFFICE OF THE ADMINISTRATIVE ASSISTANT

Date October 19, 1942

To

Under Sec. of War.

For--

Necessary action and preparation of reply for signature of Administrative Assistant.

By direction of the Secretary of War:

JOHN W. MARTIN,
Administrative Assistant.

G O P Y
[REDACTED]

RN21-1/17
incl

EXHIBIT B-2-a

CONGRESS OF THE UNITED STATES

HOUSE OF REPRESENTATIVES

Washington, D. C.

October 17, 1942

**Honorable Henry L. Stinson
Secretary of War
Washington, D. C.**

My dear Mr. Secretary:

I am enclosing you a letter which voices the feeling and attitude of the people affected in the area to be taken by the Government in Anderson and Roane Counties in my district. I realize the necessity of the step taken but I do hope adequate steps will be taken to safeguard these people, that they speedily be paid for their farms, and every step possible be taken to see that they are relocated on farms. This is a farm community. Failure to relocate them and assist them in every way possible will be a tragic thing.

Thanking you for your attention to this matter, I am

Yours very truly,

/s/ JOHN JENNINGS, JR.

JJ:Jr/jr

Enc.

C O P Y

RN 21-1/17

incl.

EXHIBIT B-2-2


Clinton Tenn. R.F.D. 3'

Oct. 14, 1942.

John Jennings

Dear Mr. Jennings.

I am writing you this letter for information. If you know how we can make a peaceable compromise with our government to hold our homes. It puts lots of the families and little poor children out of homes. We believe helping out with the war and we can't see how us giving up our homes would help any. I am sure for helping with the war for I have already got a Son in the armed forces, and am buying war bonds and stamps, but we can't help much. If we've not got any place to live on and grow stuff for them. We've not got anything against the Government for all of us are full blooded Americans, and we want to keep our homes so we can help gain our victory. Don't you think that if we get up a civil petition and all of us sign it that it would help. If you please look into it at once, for you have got all my votes, and will get them on. This is the reason I have called on you this time, for you have helped me out before and I was well pleased. Hoping to hear from you by return mail.

Your true friend,

/s/ George Cagley

Clinton-Tenn. R.F.D. 3

C O P Y

RN21-1/17


EXHIBIT B-2-a

[REDACTED]

SIGNAL CORPS, UNITED STATES ARMY

WAR DEPARTMENT MESSAGE CENTER,
ROOM 3441, MUNITIONS BUILDING
WASHINGTON, D. C.

WC 18 124 GOVT

KNOXVILLE TENN OCT 24 1942 1056A

HON HENRY L STIMSON,

WAR DEPT WASH D C

ONE THOUSAND FARMERS IN FIFTY SIX THOUSAND ACRE AREA BEING TAKEN
OVER BY WAR DEPARTMENT FOR MILITARY PURPOSES IN ANDERSON AND ROANE COUNTIES
TENNESSEE HAVE BEEN ORDERED TO MOVE. THEIR PLIGHT IS DESPERATE. THEY
DESIRE TO ACQUIRE AND OPERATE FARMS. FARM LANDS ARE SCARCE. DELAY IN
PAYMENT TO THEM IS THREATENED AND WILL BE DISASTROUS. AGRICULTURAL
EXTENSION SERVICE ORDERED TO ASSIST THEM BUT NO FACILITIES TO CARRY
OUT THE WORK. THE EXTENSION SERVICE IN CONNECTION WITH THE TENNESSEE
VALLEY AUTHORITY CAN CARE FOR THESE PEOPLE TENNESSEE VALLEY AUTHORITY
HAS ORGANIZATION READY TO TAKE UP THIS WORK AT ONCE. THESE PEOPLE ARE IN
DISTRESS AND I URGE THAT TENNESSEE VALLEY AUTHORITY AND EXTENSION SERVICE
OF UNIVERSITY OF TENNESSEE BE AUTHORIZED TO AID THEM WITHOUT DELAY

JOHN JENNINGS JR MEMBER OF CONGRESS 2ND DISTRICT OF TENNESSEE

C C
O O
P P
Y

1245 PM

Exhibit B-2-b

[REDACTED]

[REDACTED]

Room 5158 War Department Building
OFFICE OF THE UNDER SECRETARY OF WAR

Date (October 24, 1942.

RN 21-1/8A

Subject: Telegram from John Jennings, Jr., Representative 10/24, re: Request that Tennessee Valley Authority and Extension service of U. of T. be authorized to aid 1000 families in area taken over by government.

To: THE CHIEF OF ENGINEERS

For accomplishment 10/27.:.....

3 X Nec. action and prep. of reply for sig. of the Under Secy of War.

) By direction of the Under Secretary of War:

/s/ J. H. W.

BASIL D. EDWARDS
Colonel, Infantry
Administrative Officer.

C C
O O
P P
Y

OFFICE OF THE ADMINISTRATIVE ASSISTANT

Date Oct. 24, 1942.

To:

RN21-1/8A

I Under Sec. of War.

For:

Necessary action and preparation of reply for signature of Administrative Assistant.

By direction of the Secretary of War:

JOHN W. MARTIN,
Administrative Assistant.

C
O
P
P
Y

EXHIBIT B-3-D

CE 032.1 Jennings, John, Jr.-SPFLP

Office Chief of Engineers,
11-3 10 42
For the files of the
District Engineer,

NOV 2 1942 4 45 PM

HONORABLE JOHN JENNINGS JR
REPRESENTATIVE IN CONGRESS
KNOXVILLE TENNESSEE

RN 21-1/8A

REURTEL OCTOBER TWENTY FOUR CONCERNING FACILITIES TO ASSIST LANDOWNERS
IN ANDERSON AND ROANE COUNTIES TENNESSEE WHOSE LAND HAS BEEN TAKEN BY
THE GOVERNMENT PERIOD FACILITIES OF DEPARTMENT OF AGRICULTURE AVAILABLE
FOR THIS WORK AND CHAIRMAN OF LOCAL WAR BOARD AT NASHVILLE WILL CONTACT
YOU PERSONALLY END SPFLP 1952

PATTERSON
UNDER SECRETARY OF WAR

NOV 5 1942
Office of the District Engineer
Cincinnati

CONNOLLY
Dist. 5109

EXHIBIT B-2-D

RECEIVED
February 19, 1945

Clinton Eng. Works, Tenn.

MEMORANDUM FOR COLONEL JOSH J. O'BRIEN, CHIEF REAL ESTATE BRANCH,
CORPS OF ENGINEERS.

SUBJECT: Kingston Demolition Range, Tennessee.

1. In compliance with your request, I visited the Kingston Demolition Range at Harrison, Tennessee. The office of the project is located at Harrison in the Roberts Building. Mr. Fred Morgan is the project manager.

(a) Office Organization: A careful examination has been made of the office practice and records maintained in the office for use of contact with the land-owners. The engineering work in connection with the project was especially difficult. The separate tracts of land were described by notes and bounds and the deed contained an estimate of the acreage. It was necessary for the engineers to block up the area, determine the acreage in each of the blocks and then set the individual tracts into the block. This was carefully done and resulted in an acreage determination that was in many cases less than the acreage called for in the deed. I feel that the approach the engineers made to this problem was correct. After the different tracts were fitted into the block, the engineers developed a description that fitted the individual tract and this description followed through in all the records when it was used by the appraisers.

(b) Appraisal: The appraisers were well trained and they visited each tract, examined the fields, measured the buildings and maintained field notebooks. The appraisal method that was followed by the appraisers consisted of making a map of the farm, which was usually taken from an aerial photograph, and appraising the farm by fields. The buildings were separately appraised. A special timber cruiser was employed to appraise the timber. A special photographer made photographs of the buildings. The timber cruiser appraised the timber by species, then by diameter 16" and above and by diameter 8" to 16" and then pulp wood. This local appraiser seems to have done a very satisfactory piece of work. There is not a great deal of merchantable timber in the area. It appears there have been continuous cuttings that have kept the size of the timber rather small.

(c) Soil types: For all practical purposes, there are four types of soil in the area. (1) Creek bottoms

RECEIVED
Exhibit B-2-C

~~RESTRICTED~~

(2) The first bench. (3) The sloping land. (4) The mountain side covered with timber and unsuited for agriculture. On certain farms there is considerable broom grass, and this appears especially in the eroded areas.

(d) Growing Crops and Plowing: All growing crops were appraised and where farmers had done plowing prior to the time that possession was taken by the Army an allowance was made for this work.

(e) Salvage: It appears that the Army desires to retain possession of all the buildings and fences on the project. While the appraisal was made of the salvage value of each building, no plans were developed to dispose of these to the original owner.

(f) History of the Area: Within seventy miles of this project, there have been five separate Government projects. The experience of the landowners in dealing with the Federal Government is pretty well known throughout the area, and there has been developed a technique of complaining that has been found to be effective.

(g) Tennessee Valley Easements: The Tennessee Valley Authority found it necessary to secure easements on a large acreage of creek bottoms which were flooded as a result of the construction of dams. The Authority decided that it was advisable to take easements rather than purchase the land outright. This approach met the general opposition of continued purchase by the Federal Government in the area. It left land on the tax rolls and avoided the problem of severance damages. The Tennessee Valley Authority paid liberally for the easements. In some cases it appeared that the easement equaled the total value of the farm. Figured, however, in terms of acreage secured, the price was high. Easements in some cases amount to \$100.00 per acre. This work by the Tennessee Valley Authority preceded the purchase of the Kingston Demolition Range, and therefore the idea that the Government would pay high prices for real estate was prevalent in the neighborhood.

(h) Owners' Concept of Value: The landowners repeatedly referred to corn yields of a hundred bushels per year. They also claimed that the land would carry one head of livestock per acre. They had a feeling that the value of the land should be computed on the value of the production without making allowance for expense and time of the operator. While it may be possible to produce a hundred bushels of corn on selected acreage, there is no evidence that one hundred bushel yields are common. Past fields visited may produce in favorable years as much as forty and in a few

~~RESTRICTED~~

~~RESTRICTED~~

instances sixty bushels per acre. Inquiry made regarding the number of livestock kept on the farm did not bear out the statement of the farmers that it was possible to maintain one head of livestock per acre.

(j) Field Work: The letters that were received by Congressman Jennings were taken to the project and each of the farms owned by the writer was visited and examined carefully with the appraiser. There is attached to this report a complete appraisal report with pictures of each of these farms.

(k) Peach Orchards: There has been considerable controversy concerning two peach orchards within the project. The owners of the orchards have claimed that they were grossly undervalued. We visited both of these orchards. The larger consists of about 2500 trees, was planted in 1922 and failed completely. Peaches did not set more than two out of five years. During the last few years the orchard has been badly neglected. Peach borers have come in and numerous diseases have attacked the trees. The trees have not been pruned. As a result of this neglect the orchard is worthless. The total value lies in the land itself. The land would be worth more if the peach trees had been removed.

(l) Lawyers Within the Area: Two lawyers within the area are handling the cases for the local landowners, Mr. Leonard E. Ladd and Mr. Sam K. Carson. These lawyers are associated with the firm of Leonard and White of Knoxville. It appears that Leonard and White have represented a number of landowners in previous cases with the Government. We discussed the problem of purchase with Mr. Ladd and Mr. Carson and they felt that the only satisfactory solution to the problem was an early trial so that the farmers could secure settlement. They strongly urged that the United States Army compromise with the landowners on some price which is about one-half way between the value placed by the Army and the value placed by the landowners.

2. Conclusion. (1) The office at Barriman is well organized. The engineering work has been well done and the appraisal has been carried on by competent men who have maintained adequate records. (2) While the landowners claim that they had had excellent offers for their farms, the records of transfer of property within the area during the last few years did not show that any farms in the area were sold at prices equal to the value set upon them by the

~~RESTRICTED~~

landowners. (3) The landowners are mountain people. They wish to continue to live in Eastern Tennessee. They are unwilling to move any distance to acquire satisfactory farms. The purchase of land in the area by the Tennessee Valley Authority and other Governmental agencies has made it rather difficult to acquire satisfactory farms.

(4) The general management of the project, the appraisal of the land and the approach to the landowners have been fair and just, and we do not see what would be accomplished by a reappraisal of the land. Many of the owners have the idea that disturbance damages should be included in the price of the farm.

GEORGE E. FARNELL
 Principal Agricultural Specialist
 Department of Agriculture

3 Inclosures

- #1 - Appraisal report with letters fm. landowners to Hon. Jennings.
- #2 - List of farms sold during last few years near Kingston.
- #3 - List of farms in Morgan County.

~~RESTRICTED~~

Exhibit B-2-c

CE 601.1 (Clinton Engineer Works, Tenn.) SPELD

copy to DETAILER [unclear]
[unclear]
[unclear]

April 13, 1943.

RN21-1/20



Honorable John Jennings, Jr.,
House of Representatives,
Washington, D. C.

Dear Mr. Jennings:

Further reference is made to your letter of February 27, 1943, concerning complaints that the landowners were not permitted to salvage the improvements on land acquired by the War Department in Anderson and Moore Counties, Tennessee.

An investigation conducted in the above matter reveals that because of the urgent military necessity for this project it was necessary that construction begin at the earliest practical date. A sale of the improvements to the former owners would have entailed considerable delay in closing the area to the public, and in all probability would have interfered with construction activities.

Moreover, in accordance with the existing policy of the War Department, all structures acquired with lands are utilized in connection with the war effort where such use is determined to be practical as well as economical. The buildings on this project are being used extensively as office and storage space, thereby saving the cost of new construction and the time incident thereto. The other facilities are also being utilized to the best advantage.

Sincerely yours,

/s/ Robert P. Patterson

ROBERT P. PATTERSON,
Under Secretary of War.



EXHIBIT B-2-d

392

~~XXXXXXXXXX~~
3-D-740 Pentagon

OFFICE OF THE UNDER SECRETARY OF WAR

RN21-1/20

Date March 1, 1943

Subject: Letter from Cong. Jennings 2/27/43. Re: Concerning the complaint of people in connection with the WD destroying dwelling houses and other bldgs. in the Anderson and Roane Counties project, Tenn.

To: THE CHIEF OF ENGINEERS

Copy of acknowledgment attached.
For accomplishment 3/8

3 XX Nec. action and prep. of reply for sig. of the Under Secy. of War.

By direction of the Under Secretary of War:

/s/ A. C. L.

MARION RUSHTON
Colonel, J.A.G.D.
Assistant Executive

~~XXXXXXXXXX~~
C O P Y

EXHIBIT B-2-d

RN21-1/20
(encl)

JOHN JENNINGS, JR.
2d District Tenn.

~~CONFIDENTIAL~~
CONGRESS OF THE UNITED STATES

HOUSE OF REPRESENTATIVES

Washington, D. C.

February 27, 1943

RN21-1/20

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

My dear Judge Patterson:

Complaint is being made by different persons that the War Department are destroying dwelling houses and other buildings in the 56,000 acre Anderson and Roane Counties project, and are refusing to permit the land owners to salvage these buildings, fence posts, or the wire fencing, within the area.

You, of course, know that the War Production Board restricts certain classes of buildings to \$250.

While at home two weeks ago, I personally inspected this area and know a great service can be rendered the public if the policy of the War Department with respect to this matter can be modified so as to permit the salvaging of these buildings, fence posts, and wire fencing.

Yours very truly,

/s/ John Jennings, Jr.

JJ:Jr/jr

C O P Y
~~CONFIDENTIAL~~

EXHIBIT B--a

RN21-1/20
(Encl.)

~~CONFIDENTIAL~~
March 1, 1943

Honorable John Jennings, Jr.
House of Representatives
Washington, D. C.

Dear Mr. Jennings:

I have your letter of February 27, 1943, relative to the complaints you have received from residents of Anderson and Roane Counties, Tennessee, in connection with the salvaging of buildings on land acquired by the War Department.

I have requested a report on the matter and will write you again as soon as it is received.

Sincerely yours,

ROBERT P. PATTERSON
Under Secretary of War
By:

MARION HUSHTON
Colonel, J.A.G.D.
Administrative Officer

Prepared OUSW
71694

COPY

COPY

COPY

~~CONFIDENTIAL~~
EXHIBIT B-2-d

RN21-1/20
(2nd)

PW21-1/19

CG 032.1

(Jennings, John, Jr.) :PFLD

19 April 1943

OWBE

Subject: Letter of Congressman John Jennings, Jr., pertaining to alleged improper statements of J. H. McKenzie.

To: Chief of Engineers, Washington, D. C. FOR SPFLD

1. Reference is made to the attached copy of a letter from Office Chief of Engineers to Honorable Norman W. Littell, Assistant Attorney General, dated April 8, 1943 recently sent to this office. This letter refers to alleged improper statements attributed to Mr. J. H. McKenzie, Special United States Attorney, Dayton, Tennessee.

2. Representatives of this office attended several hearings before the Jury of View and no such statements were made in their presence. Large crowds attended these hearings and on numerous occasions, outbursts of applause and cheers accompanied the introduction of evidence and arguments favoring property owners. On one occasion, while Mr. McKenzie was presenting an argument, a spectator interrupted with the statement, "You'd better shut up and sit down."

3. It appears that a few disgruntled persons have attempted to organize property owners in the project area to further their own selfish means resulting in considerable, unnecessary delay and difficulty in the land acquisition program.

4. It is quite possible that subject complaint was instigated by the same persons who brought about prior difficulties, one of which was the unfounded accusation that led to an investigation of appraisals by Congressman Jennings and others.

5. Mr. McKenzie has been extremely considerate of the rights of property owners. He has cooperated fully in securing partial, as well as final distribution of funds deposited in court on Declarations of Taking. This has been done without regard to controversy as to price.

6. It is the opinion of this office that Mr. McKenzie has fairly,

WLS

**RN21-1/19, 19 April 1945, Subject: Letter of Congressman John Jennings, Jr.,
pertaining to alleged improper statements of J. E. McKenzie. Continued**

**ably and courageously represented the Government in this extremely
difficult litigation and that the subject charges are entirely unwarranted
and unfounded.**

For the Division Engineer:

[Handwritten signature]

**G. G. Fletcher
Lt. Colonel, Corps of Engineers
Acting Real Estate Officer**

[Handwritten mark]

**1 Inclosure
#1 - Ltr. fm. OCE,
4/8/45 (copy)**

DISPATCHED APR 19 1945

RN21-1/19A



C. W. PHILLIPS
COMMISSIONER

STATE OF
TENNESSEE
DEPARTMENT OF
HIGHWAYS
AND PUBLIC WORKS
NASHVILLE

W. T. BROOKS
STATE HIGHWAY ENGINEER

(All pages "E" clipped
together)

July 8, 1943

DA - WC - 18(2)
Serial No. 91003

Office of the Division Engineer
Corps of Engineers, U. S. Army
Box 1799, 1120 Huntington Bank Bldg.
Columbus, Ohio

RN21-27/42

Gentlemen:

Receipt is acknowledged of your letter of June 30, 1943, requesting information as to the present status of bids or contract for detour route on the above project and also the status of proposed relocation.

You will recall that we advertised the detour route and received bids on May 30, 1943, which bids were rejected -- it being the opinion of the Department that the bids were entirely too high for the traffic needs of the detour route. The low bid submitted on that date was approximately sixty thousand dollars.

We were advised by the District Office of the Public Roads Administration at Montgomery, Alabama, on April 20, that project application for the detour route, DA - WC - 18(1) and DA - WC - 18(2), relocation of Route #61, had been certified by the War Department and approved by the Commissioner of Public Roads and we were therefore authorized to begin survey of the relocation out of Federal Funds. This survey was begun immediately and is at this time approximately seventy-five per cent complete and follows the route substantially as described in our project application.

We are today in receipt of a letter from the War Production Board, under date of July 3, 1943, copy of which is herewith attached, stating that our project application has been disapproved by the Non-Industrial Facility Committee, and, therefore, cancelling our application, Serial No. 91003.

It would now appear that the War Department does not consider this road essential nor are we advised of their intention to reimburse the State in any way for this closure or to make any attempt to handle the traffic over this route. For your information, this traffic is increasing day by day and constitutes a very serious problem at this time.

We would appreciate it very much if you would advise just what steps are proposed looking toward the reimbursement of the State and the proper handling of traffic

Exhibit B-18

[Redacted]

- 2 -

7-8-43

RN21-27/42

Office of Division Engineer:

through this area. We would appreciate an immediate reply in order that we may know what steps to take in this matter.

Yours very truly,

W. T. Brooks

W. T. Brooks
State Highway Engineer



- WTB:nc
- cc:
- Mr. Snead
- Mr. Boyd
- Mr. Phillips
- Mr. Prater

[Redacted]

Exhibit B-2-f

COPY

WAR PRODUCTION BOARD
Washington, D. C.

July 3, 1943

Serial No. 91003

RN21-27/42
(Incl)

Tennessee Department of Highways and Public Works
Nashville
Tennessee

Dear Sir:

Subject: Nashville, Tennessee DA-WC 18(2)
Serial No. 91003

The subject project, total cost of which is estimated at \$424,000.00, has been carefully considered by the Non-Industrial Facility Committee and not having been found to be essential to the war effort was disapproved.

In view of the above this office is cancelling your application, our Serial No. 91003.

Very truly yours,

Maury Maverick, Director
Government Division

By: George Blowers, Chief
Project and Miscellaneous Branch

EXHIBIT B-2-f



WAR DEPARTMENT
OFFICE OF THE DIVISION ENGINEER
OHIO RIVER DIVISION

CORPS OF ENGINEERS, U. S. ARMY

P. O. BOX 1799, 1120 HUNTINGTON BANK BLDG.

FILE NO. RN21-271/42 ORDRE

COLUMBUS 16, OHIO

3 September 1943

Mr. W. T. Brooks
State Highway Engineer
State of Tennessee
Nashville, Tennessee

RE: DA - WC - 18(2)
Serial No. 91003
Relocation of Route No. 61.

Dear Mr. Brooks:

Receipt is acknowledged of your letter of July 8, 1943.

The answer has been delayed, pending final action of the War Production Board. This office received notice on August 24, 1943, that the construction and replacement of Route No. 61 had been authorized. On August 25, 1943, the matter was discussed with Judge C. W. Phillips on the telephone. Judge Phillips stated at the time that he would get in touch with you and that a revised estimate on the cost of construction of relocation for Route No. 61 would be forthcoming in a few days.

Upon receipt of this estimate, and its approval, the matter can be brought to a conclusion by the execution of an agreement between your Department and the United States Government.

Yours very truly,

/s/ R. G. West
R. G. West

Colonel, Corps of Engineers
Executive Officer to Division Engineer

CC: Project Manager

C
O
P
Y

EXHIBIT B-2-f

Office Chief of Engineers,
19

For the files of the
Division Engineer,
Division

Ohio River
Columbus, Ohio

CE 602.1 CLINTON ENGINEERING WORKS, TENN. - SPELE

8 July 1943

Honorable John Jennings, Jr.,
House of Representatives,
Washington, D. C.

RN 21-25/9

Dear Mr. Jennings:

Further reference is made to your letter dated 19 May 1943, in which you inclosed a letter from Mr. Vick Foster of Maryville, Tennessee, concerning the acquisition of his property which is situated within the area of the Clinton Engineering Works, Tennessee.

The lands owned by Mr. Foster, designated as tracts A-564 and A-577 in the project area, have been acquired by the United States by the filing of condemnation proceedings and declarations of taking in the United States District Court for the Eastern District of Tennessee. At the time the declarations of taking were filed with the court, money was deposited in the court registry as estimated compensation for the taking. The funds in court cover land, buildings and crops owned by Mr. Foster. In March and April Mr. Foster received \$7,329.00, by order of the court, as partial payment for the taking of his property.

In view of the schedule of construction work and the necessity for exclusive possession so that the use of the whole area could be fully utilized, all landowners were advised that harvesting of crops after 1 January 1943, would not be permitted. This date was fixed so that all parties in interest could harvest fall crops and remove them from the area. The Division Engineer has advised this office that since January 1st the United States has had exclusive possession of the land and no parties have been or will be allowed to enter the area to remove crops.

You may be assured that Mr. Foster will be paid for the portion of his crops remaining on the land when final settlement is accomplished.

The inclosures to your letter are returned for your files.

Sincerely yours,

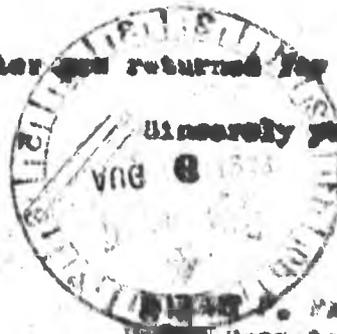


EXHIBIT B-2

DECKER
7744

1 inclosure
ltr. fm. Mr. Foster,
15 May 1943, w/2 inclos.

Secretary of War.

2021-1

4116

~~CONFIDENTIAL~~
CONGRESS OF THE UNITED STATES

HOUSE OF REPRESENTATIVES

WASHINGTON, D. C.

May 19, 1943

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

My dear Mr. Patterson:

Re: Letter of Vick Foster
Route 4
Maryville, Tennessee

I herewith enclose you a newspaper clipping captioned "Crop Gathering in Project Area seen as Prospect", also letter of Mr. Vick Foster of May 15th relative to the harvesting of his crops, and letter of P. E. O'Meara, Captain Corps of Engineers, Assistant, Knoxville, Tennessee, for your consideration.

When you have read these letters please return them to me with your reply.

Yours very truly,

/s/ John Jennings, Jr.

JJ:Jr/g
Encs. - 3

~~CONFIDENTIAL~~
EXHIBIT B-2-g

2
2nd 1st 2 RN 21-25/9

~~_____~~
R.D 4 Maryville, Tenn.
May 15 43

Hon. John Jennings, M. C.

Washington, D. C.

My dear Mr. Jennings:

I noticed the enclosed clipping from the press and asked to be allowed to harvest crops on farm we owned in Clinton Engineering works. I wrote Mr. Morgan and received the inclosed reply from the Engineers:

The outline in this clipping would certainly mean much to us - we removed too late to plan and farm as we should this year. I had sown winter grain on about 10 acres and will have there about 50 a Hay and would certainly appreciate privilege of harvesting. They only appraised these crops at \$72.00.

My understanding they are not as yet doing any work in 2 or 3 miles or our farm

Of course, Mr. Jennings, anything done about harvest, especially grain, must be done at once since it will be ready for harvest in about 30 days

It certainly seems a shame to allow these crops to go to waste when we are needing it so bad.

Anything or any suggestion will be appreciated.

Sincerely

/s/ Vick Foster

C
O
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Y

**CROP GATHERING IN PROJECT AREA SEEN
AS PROSPECT**

Former owners of farms in the 56,000 acre area in Anderson and Roane Counties, taken over for the Clinton Engineering Works project, will be able to harvest their crops, it was indicated here this week by the visit of Capt. Anderson, of the Army.

These crops would include winter wheat, oats, and hay, all of which would go to waste unless harvested properly. The sums by the War Department for the land included the value of unharvested crops. It is supposed that the former owners would pay for the crops if they desired to gather the matured yields.

There is some speculation as to whether or not the former owners would be permitted to occupy former homes temporarily while the crops were being gathered. It is said that most of these houses are still standing. Stores are to be opened in the Area when a sufficient number of families are located there, a central village including, it is reported a movie theatre, beauty shops, and other accessories of a town.

And # 4 RA 21-25/9

EXHIBIT B-2-8

**WAR DEPARTMENT
UNITED STATES ENGINEER OFFICE
MANHATTAN DISTRICT
OFFICE AREA ENGINEER
CLINTON ENGINEER WORKS
KNOXVILLE, TENN.**

May 14, 1943.

Mr. Vick Foster,
Route 4
Maryville, Tennessee.

Dear Mr. Foster:

This will acknowledge your letter of May 10th, addressed to Mr. Morgan, of the Land Acquisition Office.

At the present time it will be impossible for you to enter upon the lands to harvest your crops.

For the District Engineer:

Very truly yours,

/s/ P. E. O'NEARA,
Captain, Corps of Engineers,
Assistant.

C
O
P
Y

~~RESTRICTED~~

July 12, 1943

RN21-3/116

SUBJECT: Investigation of Appraisals by Congressional Investigating Committee

TO: The Division Engineer, Ohio River Division, Real Estate Branch, 1120 Huntington Bank Building, P.O. Box 1799, Columbus 16, Ohio

1. According to recent newspaper announcements, the House Military Affairs Committee has appointed a sub-committee to investigate the appraisals made for the purchase of land on this project. It is reported that the sub-committee will be presided over by representative Clifford C. Davis of Memphis, Tennessee, who has been appointed by Chairman A. J. May of the House Military Affairs Committee. No definite date has been set, but it is stated that the hearings will probably be held about the first of August. There is inclosed a clipping taken from the Knoxville Journal as of this date which is self explanatory.

2. After this announcement the Special Attorneys for the Department of Justice decided to move for a continuation of all cases set for trial during July and August. It is expected that this Motion will be passed on by the Federal Court on Friday of this week.

For the Division Engineer:

FRED MORGAN
Project Manager

1 Incl.

#1 - Newspaper Clipping.

C C
O O
P P
Y

~~RESTRICTED~~

Exhibit B-2-h

Subject: Investigation of Appraisals by Congressional Investigating Committee, (Ltr. fr. Proj. Mgr., Harrison, Tenn., 12 July 1943)

W21-3/118

1st Ind.

ORRE

Office, Div Engr, Ohio R Div, Columbus, Ohio, 15 July 1943

To: Project Manager, Land Acquisition Section, Roberts Building, Harrison, Tenn.

1. Recommendation has been made by the Division Engineer to Office, Chief of Engineers that Department of Justice be contacted and a recommendation made to them that further trial of these cases be discontinued, pending the Congressional investigation proposed.

2. It is directed that the Project Manager keep the Office of the Division Engineer fully informed on this situation.

3. No records or correspondence or appraisal reports are to be released to this committee without prior approval of the Office of the Division Engineer.

4. Extreme care will be taken by the Project Manager to prevent adverse reaction because of any claims being made that the War Department is pursuing a non-cooperative policy. However, until a decision is made by higher authority, it is considered advisable to follow the policy outlined in paragraph 3.

For the Division Engineer:

C. C. Fletcher
Lt. Colonel, Corps of Engineers
Real Estate Officer

Handwritten initials

Incl.
w/d

RCV

DISPATCHED JUN 15 1945

REAL ESTATE

NEWSPAPER CLIPPING

RN21-3/114
(Incl)

ENGINEER WORKS IS WELCOMED HERE DESPITE INCONVENIENCE
TO FARMERS WHO, AFTER ALL, WILL BE COMPENSATED -

Everybody in this area was delighted because of the location here of the Clinton Engineer Works; first, because every patriotic citizen is glad to find his particular section useful in a time of national crisis, and second, because from a selfish standpoint our people are naturally pleased to have their section develop industrially.

There is or has been, one segment of our citizenship which has been distinctly unhappy about this development, however. It is the one composed of the farmers and landowners whose property was condemned by the War Department in the process of acquiring the 56,000-acre tract to be utilized by the Clinton project.

These legally-ejected landowners are almost of one opinion, that their lands have been taken from them at less than true worth. Furthermore, although a jury of view has been appointed by the federal court and this jury has time and again turned in opinions supporting the complaining property-owners' views, the War Department's agents have shown no disposition to compromise their original evaluations of the land's worth. Without exception increases granted by the jury have been appealed.

This all adds up to one thing, that if the landowner hasn't sufficient money involved to pay lawyers' fees in both the original proceedings and upon appeal, he is left with no recourse but to take what the Department's buyers originally offered him, regardless of how unfair their evaluation of his property was.

It is to explore this situation that Congressman John Jennings obtained the appointment of a subcommittee of the House Military Affairs Committee with Rep. Cliff Davis, of Memphis as chairman. This committee will begin its investigation within two weeks and will hold hearings at various points in the District to enable ousted landowners who feel they have been imposed upon to make their formal complaints.

The investigation is a commendable thing and Congressman Jennings is to be complimented upon the diligence with which he has manifested in bringing it about. It is to be hoped that complaining landowners will bring their cases before the committee, even in cases in which settlements have been accepted. What the committee will want is a full itemization of facts in connection with the condemnation proceedings in order to ascertain the basis of policy followed by the War Department's buyers in taking over the land. If the committee is convinced that in a majority of cases property-owners have been imposed upon it will doubtless take steps to bring about a change in the Department's policy and to see that a new basis is established for the settlement of complaints.

The protests of these Roane and Anderson county people about the prices paid for their lands constitute no reflection upon their patriotism. They know, as all the rest of us do, that the government is paying at least two prices for everything it is buying in connection with the war effort. There is no reason, they feel, for them under such conditions to give up their land for less than its worth and we believe them to be thoroughly justified in this view.

EXHIBIT B-2-11

ANDREW J. MAY, KY., CHAIRMAN
R. EWING THOMASON, TEX.
MATTHEW J. MERRITT, N. Y.
JOHN M. COSTELLO, CALIF.
OVERTON BROOKS, LA.
JOHN J. SPARKMAN, ALA.
EARL J. KILDAY, TEX.
CARL T. DURHAM, N. C.
CLIFFORD DAVIS, TENN.
E. C. SATHINGS, ARK.
JOHN EDWARD SHERIDAN, PA.
ROBERT L. F. SIKES, FLA.
PHILIP J. PHILBIN, MASS.
PAUL STEWART, OKLA.

WALTER S. ANDREWS, N. Y.
DEWEY SHORT, MD.
LESLIE C. ARENS, ILL.
CHARLES E. CLASON, MASS.
J. FARNELL THOMAS, N. J.
PAUL W. SHAFER, MICH.
THOMAS E. MARTIN, IOWA
CHARLES H. ELSTON, OHIO
FOREST A. HARNES, IND.
IVOR D. PENTON, PA.
J. LEROY JOHNSON, CALIF.
CLARE BOOTHE LUCE, CONN.

ANTHONY J. DIMOND, ALASKA
BOLIVAR PAGÁN, PUERTO RICO
JOSEPH R. FARRINGTON, HAWAII

HOUSE OF REPRESENTATIVES

COMMITTEE ON MILITARY AFFAIRS

WASHINGTON, D. C.

August 3, 1943

HOME ADDRESS:
PRESTONSBURG, KY.

JULIA WATTERSON, CLERK

Mr. Fred Morgan,
Project Manager,
Land Acquisition Section,
Ohio River Division,
U. S. Engineers

Dear Mr. Morgan:

Pursuant to our telephone conversation of today, please accept this letter as confirmation and reiteration of my verbal request of you to furnish the Committee with a detailed memorandum of the functions of your office in connection with the acquisition of land in Anderson and Roane Counties for the Clinton Engineering Project, including the names of all appraisers and reviewing appraisers employed, indicating previous experience, agency from which recruited and home address; description of methods employed by appraisers and reviewers; and basis upon which values were established; list of recent sales of properties involved; some detail regarding comparative values of aerial maps, planometric sheets, surveys, "meets and bounds", etc. in establishing correct acreage; also number of landowners involved in each county and some statistics on number of owners who accepted Government offer, number of law suits scheduled, number settled, etc; name of person or office having final authority to determine offering price and what if any policy exists determining the relation between appraised value and offering price; set of maps of project area and any other information which in your opinion would aid the Committee to a complete understanding of the problems involved in the acquisition of land for the Clinton Engineering Project.

In view of the committees intentions to hold hearings in this regard commencing on August 11, 1943, we would appreciate receipt of this material by return mail.

Very sincerely

Joseph G. Colgan
Joseph G. Colgan

For: H. Ralph Burton,
General Council

FY WIRIT R-2-1

Like everyone else badly, in D.C., he writes even verbally, and the difference between "oral" + "verbal"

RN21-1/31
(incl)

Land Acquisition Section
Clinton Engineer Works
Harriman, Tennessee

August 6, 1943

Mr. Joseph G. Colgan,
Room 744, Farragut Hotel,
Knoxville, Tennessee.

Dear Sir:

The following information is in response to your letter dated August 3, 1943. On September 28, 1942, the land acquisition office was opened at Harriman, Tennessee, in connection with the acquisition of approximately 56,200 acres of land for the project now known as the Clinton Engineer Works. It was requested that three small areas be acquired by November 15, 1942, and that the entire area be acquired by January 1, 1943. I was designated Project Manager in charge of the office at Harriman with general supervision over clerical help, map men, and negotiators, and represented the Office of the Division Engineer in connection with the numerous problems that arose in connection with the acquisition.

Aerial photographs and planimetric sheets obtained from the Tennessee Valley Authority and deed descriptions were used in the preparation of tract maps. Necessary ground observations were also made. A majority of the deeds did not contain metes and bounds descriptions, and a vast number were found to be inaccurate. Acreage stated in many deeds was found inaccurate.

Preparation of tract maps from aerial photographs and planimetric sheets has proven to be better than 99% accurate. The cost is approximately 20¢ per acre as compared with \$2.00 per acre for field surveys. It is estimated that the work was accomplished in approximately 1/3 of the time required to complete a field survey. This system is being universally adopted and is approved by engineering societies throughout the country.

The men engaged to make individual tract appraisals were regular War Department appraisers and Federal Land Bank and Tennessee Valley Authority appraisers loaned to the War Department on a reimbursable basis. The complete list is as follows:

RN21-1/31
(2000)

EXHIBIT B-2-1

- 1 -

*copy of letter that
was received
from Colgan*

REAL ESTATE

Mr. Joseph G. Colgan (Continued)

<u>Name</u>	<u>LAND APPRAISERS</u>	<u>Address</u>
Willis Alexander	Federal Land Bank	Louisville, Ky.
John T. Alexander	" " "	Shelbyville, Tenn.
E. W. Trussell	" " "	Louisiana
Hugh Smith	" " "	Siloam, Arkansas
H. Clyde Smith	Tennessee Valley Authority	
Ralph E. Arnett	War Department	5101 Guilford Ave., Indianapolis, Ind.
John Dunbar	War Department	Jamestown, Ky.
G. A. Sullivan	Federal Land Bank	Lebanon, Tennessee
M. S. Spann, III	" " "	Dothan, Ala., Box 653
C. W. Frederick	" " "	Hackleburg, Ala.
James M. Baker	" " "	Wheatley, Ky.
H. S. Bustace	" " "	Alabama
Ray J. Wall	" " "	Mars Hill, N.C.
C. H. Anderson	" " "	Maryville, Tenn.
W. G. Brown	" " "	Alamo, Tenn.
R. B. Clemens	Tennessee Valley Authority	Knoxville, Ten.
Robert Jones	" " "	" "
Albert Walker	" " "	" "
H. C. Underwood	" " "	" "
W. F. Gallagher	" " "	Harriman, Tenn. R. 1
Leslie Nugent	" " "	" "
George Cavanah	" " "	" "
Arthur Evans	" " "	" "
J. M. Goodwin	Federal Land Bank	1716 Grove Ave., Jackson, Miss.
J. B. Rogers	" " "	Hatfield, Ark.
H. D. Caldwell	" " "	Ripley, Tenn.
R. E. Poe	" " "	848 McCallie Ave., Chattanooga, Tenn.

TIMBER CRUISERS

E. J. Flautt	Oneida, Tenn.
E. A. Trantham	Andrews, N.C.
Wm. T. Cloud	Guntersville, Ala.
Bergie R. Minick	Glasgow, Ky.
Wm. Payton	Rockport, Ind.
Mark C. Hicks	Nashville, Tenn.

Federal Land Bank appraisers are almost without exception men with considerable experience and proven ability. It is regretted this office is unable

Mr. Joseph G. Colgan (Continued)

to supply information as to the individual qualifications of these men.

Mr. Ralph E. Arnett, who is a staff appraiser of the War Department, served as a Land Bank appraiser from 1933 to 1935, was with the Resettlement Administration from 1935 to 1937, and was engaged in soil conservation work from 1937 to 1939. He is a practical farmer and a graduate in agronomy of the Purdue University. Mr. John Dunbar, also a staff appraiser, has had considerable experience in appraising property in the vicinity of the project, was highly recommended to the Department, and his work has been entirely satisfactory. Messrs. Willis Alexander and E. W. Trussell were reviewing supervising appraisers who assigned work to each tract appraiser and reviewed each individual tract appraisal. Each appraisal report was then submitted to the Office of the Division Engineer for consideration by A. F. Cardon, Chief Appraiser, and was finally approved by the Office of the Chief of Engineers.

Before any appraisals were made, preliminary field investigations were instituted, including a study of all factors affecting the present market value of lands in the area. Maps of the counties in which the project is located were secured, and a field inspection was made covering typical sections of the area.

Since one of the main factors generally considered as evidence of market value is the actual sales or offers for sale of comparable properties in the vicinity, references were secured to as large a number of recent comparable sales as possible in the Anderson and Roane Counties. These sales were obtained from court house records and from interviews with the parties and others familiar with the facts. This information was then verified by visiting the properties involved in the sales and contacting the parties interested in each transaction, and where possible the actual consideration was determined by this contact. An effort was made to determine which of these sales were bona fide, and sales involving family transactions, distress sales, and court sales were eliminated. An attempt was made to locate sales over as widely scattered an area as possible in order to get reports on comparable properties in all parts of the area. After the elimination of all sales about which there might be any question, the remaining transactions were listed together with the type of land, consideration, and other pertinent facts including date of sale and book and page number of the recorded deed. A list is attached for your examination.

From January 1, 1937, to date of acquisition, 8,729 acres were sold for a total of \$203,111.00 or an average price of \$23.00 per acre. Several tracts have been sold in the vicinity of the area since 1941, totaling 2,633 acres for \$33,427, an average of \$12.00 per acre.

Factors vitally affecting the sale price of lands in the area were determined from this investigation, and these factors may be grouped as follows:

- a. Industrial and commercial properties
- b. Accessibility, including type of roads

RN21-1/31

incl

EXHIBIT E-2-1

████████████████████

Mr. Joseph G. Colgan (Continued)

- c. Social and economic opportunities, including a study of schools, churches, and other community activities.
- d. Availability of utilities such as electricity, telephone service, and public transportation.
- e. Relative productivity and earning power of the land, including the usual arrangements in the area for rental.

Each appraiser was required to make a study of this sales list and to inspect the farms listed before attempting actual appraisal of tracts to be acquired. The appraisers were encouraged to discuss their appraisals with each other and with the reviewing appraiser and sometimes accompany the reviewing appraiser on inspections of tracts which they have appraised. Reviews of all appraisals were made by the supervising appraiser or the reviewing appraiser, and in many instances the Chief Appraiser of the Division Office made personal inspection of typical tracts in the area.

Final authority on questions of appraisal and settlement by stipulation is vested in the Chief of Engineers, Washington, D. C..

The number of land owners in each county has not been ascertained. Total number of tracts in the area is 758. In some instances one person held title to several tracts, and in numerous cases the ownership of one tract was vested in several individuals. The entire area was acquired by condemnation proceedings because of the exigencies of the War Department program. 465 tracts have been acquired by stipulation. Final distribution has been made on 445 tracts containing an acreage of 23,676, totaling \$950,540. In addition to this sum, partial distribution has been made on 123 tracts containing 14,355 acres, totaling \$405,561. Appraisal for the entire area totals \$1,922,226.

From the foregoing it will be noted that records of comparable sales from 1937 to 1942, inclusive, of 8,729 acres total \$203,111 or an average of \$23.00 per acre. Comparable sales in 1941 and 1942 of 2,633 acres total \$33,487 or an average of \$12.00 per acre. The Government's appraisal, which represents the price offered the property owner, averages \$36.00 per acre.

Trusting that the above information will be of assistance in your investigation, I am

Very truly yours,

RN21-1/31

(2nd)

FRED MORGAN,
Project Manager,
Clinton Engineer Works

ALS

AN21-3/139

KNOXVILLE NEWS - SENTINEL

August 12, 1943

Clinton Land Appraisers Are Assailed by Owners

Witnesses at Hearing Complain of Non-Cooperative Tactics;
Would Have Preferred TVA Evaluators.

Special To The News-Sentinel

CLINTON, Aug. 12 — Appraisers for the War Department and Land Bank in purchase negotiations for Clinton Engineer Works lands, who underwent a barrage of criticism yesterday before the House Military Affairs subcommittee for alleged under-valuation of land in the area, were to have an opportunity to testify in their own defense when the hearings were resumed at Kingston this morning.

The courtroom here was packed during the hearing and when land-owners were asked to raise their hands, nearly all in the room did so.

The appraisers in the land buying were charged with conducting their work in ways unauthorized by A. F. Carden, Columbus, O., chief appraiser for the U. S. Army Engineers. Witnesses said the appraisers refused to give their names to the land owners, did not discuss the value of property with the owners, and declined to permit the owners to accompany them on inspection tours of the property.

It was brought out during the hearing that the appraisers came from many different states, some of them from Kentucky and Tennessee, but others from distant points.

Witnesses expressed belief that the people of the area would have been fully satisfied if TVA appraisers had made the valuations. Rep. John Jennings, commenting on this view, said the TVA had "done a swell job" in its land appraisals, but its appraisers had been called to work on a War Department project in another area and so had not been available when the Clinton transactions were made.

Fred Morgan, manager of the project, said he thought the record of the appraisers "wasn't so bad." He pointed out that "stipulations," or agreements to sell, were originally signed by 61 per cent of the land owners, and that now after the various hearings and valuation suits 66 per cent have signed. He said he knew of other projects where fewer than one third of the property owners accepted the valuations put on their lands.

EXHIBIT B-2-1

Clinton Probers Score U. S. Appraisers' Acts

RN 21-31139

KNOXVILLE JOURNAL
August 12, 1943

By CARL KUPFER

CLINTON, Aug. 11—Hearings before the House Military Affairs sub-committee investigating prices paid land owners within the Clinton Engineer Works area opened here today with a barrage of criticism directed against government appraisers and negotiators by witnesses and committee members.

Declaring the "appraisers need a re-appraisal," Rep. Dewey Short, Republican member from Missouri, lead the battle of words in which the War Department and Land Bank agents were castigated for dereliction of duty in their relations with the land owners whose property they valued.

Rep. John Jennings, explaining the background of the hearing, insisted the more than 1000 farmers within the 56,000-acre tract were in a "desperate plight due to undervaluation, delayed payment of money and eviction from their homes."

Jennings, who called for the probe, declared he had written more than 50 letters to as many War Department officials requesting internal investigation of the situation and had finally demanded the Congressional hearing.

"The people should have that to which they are entitled," Rep. Cliff Davis, Memphis, asserted. "No more, but certainly no less. We are unable to do anything about this matter directly, but we can bring pressure to bear on the proper officials to clear the question up and prevent its recurrence anywhere else."

Principal charges in today's testimony was that appraisers conducted their work in an unauthorized manner, refusing permission to land owners to accompany them on inspection tours of their property, in many cases refusing to reveal their names to the owner

Continued on Page 2, Col. 1

Appraisers Criticized In Land Price Hearing

CONTINUED FROM FIRST PAGE

of the property under appraisal, and failure to discuss the value of property with the owner.

A. F. Carden, chief appraiser at the project for the U. S. Army Engineers and head of the Engineer Appraisal Department, Ohio Division, declared these proceedings were "contrary to any instructions I gave appraisers working from my office."

"Much of this is new to me," Carden declared, "but before judgment is passed I would like to have the appraisers themselves put on the stand to explain these charges. Representative Davis indicated this would be done at tomorrow's hearing to be held at Kingston.

"What you need, Mr. Carden," Representative Short broke in, "is a police force to keep your appraisers in order."

Negotiators from both the War Department and the Land Bank were criticized and charges of "black-jack bargaining" were made by witnesses. "They weren't negotiators," one witness declared, "they were persuaders. They had no power to negotiate; only to talk the owner into accepting the price set by the appraiser."

Once the appraisal had been approved by the project manager, it was explained, the negotiators were sent to the land owner to "talk him into" accepting the government's price.

Dicie Griffith, a 77-year-old Negro woman, took the stand to relate the manner in which her eight-acre farm had been taken from her at a price she claimed represented but one-third its value.

Testifying she had been ill for several days when the negotiator came, she told how he had warned her if she refused the \$75 offered by the government for her farm that it would be taken anyway and she wouldn't receive more than \$5 from the court. She declined to sign the stipulation and, according to her statement, the negotiator had signed her name to the document, after she had declared she was unable to write.

Carden promised an investigation into the charges made against both appraisers and negotiators if, after the conclusion of the testimony and hearing, it was believed desirable.

On behalf of Anderson County, County Judge T. L. Seeber took the stand to voice the county's complaint against methods and expressed intentions of the government's agents.

Chief cause of complaint appeared to be a letter received by him from J. G. McKenzie, special prosecutor for the Department of Justice, who threatened some weeks ago to appeal every case in which the Jury of View awarded more money for land than the government had offered.

Seeber charged McKenzie with expressing the government's determination not to pay for some 75 miles of roadways within the project, constructed by the County at an average of \$3000 per mile. Arguing that as the government had purchased land on both sides of the highways, the roads themselves were of no value to the County and thus would not be purchased by the government.

Anderson County's end of Solway Bridge was also a bone of contention, as Seeber declared that though Knox County had been negotiating the sale of its interests in the structure with government agents, Anderson County had not been approached and that traffic had been closed upon the bridge.

Hearings will be continued tomorrow at 10:30 a. m. at Kingston. Unless testimony produced at tomorrow's hearing warrants a continuance, the committee will adjourn at the close of the day.

EXHIBIT B-2-1

STRICT

RN 21-1/35

August 18, 1943.

Subject: Congressional Investigating Committee.

To: The Division Engineer, Ohio River Division, 1120 Huntington Bank Building, P.O. Box 1799, Columbus 16, Ohio.

1. For the information of the Division Engineer, there is inclosed newspaper clipping from the Knoxville News Sentinel on August 16 together with a list of tracts of land appraised by Tennessee Valley Authority appraisers in connection with land acquisition at this station. This report shows that the percentage of stipulations obtained on tracts appraised by Tennessee Valley Authority appraisers is below the percentage for the entire area. Out of the 16 tracts on which appraisals were approved, stipulations were obtained on only 9 tracts. The remainder are now in Federal Court for determination of the fair market value.

2. This information has been furnished Major Gideon of the Office of Chief of Engineers together with other information which he requested by phone.

For the Division Engineer:

FRED MORGAN
Project Manager.



- 2 Incls.
- #1 - Newspaper Clipping - 8/16/43
- #2 - List, Tracts app. by T.V.A. appraisers.

*File
4.4.43*

EXHIBIT B-2. j

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The Knoxville News-Sentinel
August 16, 1943

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RN 21-1/35

Incl.

LAND PROBERS TO REPORT SOON

FINDINGS TO BE OUTLINED WHEN CONGRESS RECONVENES.

A detailed report of findings of the House Military Affairs subcommittee which investigated prices paid for land in Roane and Anderson Counties for the Clinton Engineer Works will be made to the entire committee shortly after Congress reconvenes Sept. 14, Joseph Colgan, committee investigator, said yesterday before leaving for Washington.

The subcommittee, headed by Rep. Clifford Davis, (D., Tenn.), will make an oral report at a very early date, Rep. Colgan said, and the written account will follow.

Prices paid for 39 per cent of the land tracts purchased by the War Department remain unsettled, Mr. Colgan said, and of the 61 per cent settled, a number of the land owners showed dissatisfaction. Some 200 cases were filed last fall in Federal Court.

Before hearings were held by the subcommittee last Wednesday and Thursday, Mr. Colgan had made a two weeks' investigation during which he interviewed a large number of Anderson and Roane County land owners.

W. E. Carten, chief land appraiser, was highly complimented by the subcommittee for his sincerity and honesty in dealing with the landowners, Mr. Colgan said.

refers to a J. Cardon

~~_____~~
EXHIBIT B-2-j

WAR DEPARTMENT
OFFICE OF THE DIVISION ENGINEER
OHIO RIVER DIVISION
CORPS OF ENGINEERS, U. S. ARMY

FILE NO.

RN-21425

9A

P.O. BOX 1789, 1130 HUNTINGTON BANK BLDG.

COLUMBUS, OHIO

21 August 1943

ORRE

Subject: Publicity Investigation

To: Project Manager, Land Acquisition Section, Clinton Engineering Works, Roberts Building, 416-420 Roane Street, Harriman, Tennessee.

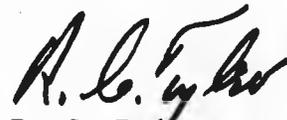
1. Inclosed is a copy of newspaper article captioned, "Crop Gathering in Project Area seen as Prospect", together with correspondence between John Jennings, Jr., M.C. and Under Secretary of War, regarding salvage of crops by Mr. Vick Foster, a former owner in the Clinton Engineering Works Area, Tennessee.

2. Particular reference is made to inclosed newspaper article, wherein a certain Captain Anderson of the Army is alleged to have made statements regarding unharvested crops and the opening of a village within the area.

3. It is requested that the Project Manager carefully review the inclosed correspondence and newspaper article and submit to this office a complete report of the circumstances surrounding the inclosed newspaper article.

4. In view of the congressional interest in above mentioned newspaper article, it is requested that report be submitted with a minimum of delay.

For the Division Engineer:



R. C. Tyler
Lt. Colonel, Corps of Engineers
Executive Assistant to Real Estate Officer

5 Incl.

- #1 - Ltr. CE 7/8/43
- #2 - Ltr. J. Jennings 5/19/43
- #3 - Ltr. V. Foster 5/15/43
- #4 - Newspaper Clipping
- #5 - USEO, Knoxville, Tenn 5/14/43

EXHIBIT B-2-K

Subj: Publicity Investigation. (Ltr. 8/21/43)

1st Ind.

Clinton Engineer Works, Land Acquisition Section, Harriman, Tennessee,
August 26, 1943.

To: The Division Engineer, Ohio River Division, 1120 Huntington Bank
Building, P.O. Box 1799, Columbus, Ohio.

1. Reference is made to paragraph 3 of basic letter.

2. Capt. Phillip S. Anderson of the Area Engineers Office, Clinton Engineer Works, has been contacted relative to newspaper release alleged to have been given out by him. Capt. Anderson states that during the month of April when he was first transferred to the Area Engineers Office and placed in charge of the harvesting of crops for the Government that he contacted the Anderson County Agricultural Agent's Office in Clinton for the purpose of obtaining information as to farmers who might have available machinery for the harvesting of crops on the area, that he discussed this matter with the county agent, but did not authorize the county agent to release this information to the paper and did not give any information to the newspaper himself. After this article was printed in the Clinton News Courier he discussed the matter with the county agent and informed him that this information was not for release. Capt. Anderson further stated that he had not even discussed with the county agent the possibility of the land owners re-occupying their homes for the purpose of harvesting crops nor did he discuss the possibility of a village being built inside the reservation.

3. The Area Engineer has harvested all crops matured on a share basis, but it is understood that sufficient machinery has been acquired for the harvesting of all crops by the Government.

4. Records at this office disclose that on May 11, 1943, a letter was received from Mr. Foster requesting permission to harvest crops on his two tracts designated as F-564 and F-597, which was forwarded to the Area Engineer for reply. According to the appraisal report, Mr. Foster had planted 8 acres of winter oats which ordinarily would be harvested in June 1943. The appraisal report does not reveal any crops on Tract F-597, although it is possible there may have been hay on one or both tracts.

For the Division Engineer:

Fred Morgan
FRED MORGAN
Project Manager.

9-18-43

*No further action
necessary*

EXHIBIT B-2-K

PN 21-25/9A

RN 21-1/37

25 August 1943

OHRE

Subject: Solway Bridge**To: Project Manager, Land Acquisition Section, Clinton Engineer Works, Harrison, Tennessee**

1. Reference is made to news release appearing in the Knoxville Journal on August 12, 1943, under the headline "Clinton Probers Score U. S. Appraisal Acts". In that news article the following statement is made:

"Anderson County's end of Solway Bridge was also a bone of contention as Seiber declared that though Knox County had been negotiating the sale of its interests in the structure with government agents, Anderson County had not been approached and that traffic had been closed upon the bridge."

2. A news release appeared in one of the Knoxville papers either August 9 or 10 to the effect that officers from the War Department were negotiating with Knox County for a settlement on this structure.

3. It is requested that the Project Manager investigate and report on the following:

a. What agency of the War Department or of the Government is conducting the negotiations with Knox County, and what is the basis of Knox County's claim against the Government, i.e., direct damage by reason of the taking of real estate or consequential damage?

b. Assuming that Knox County has a sound claim, does Anderson County have a similar claim?

c. Submit recommendations.

For the Division Engineer:



EXHIBIT B-2-1

G. C. Fletcher
Lt. Col., Corps of Engineers
Real Estate Officer

REAL ESTATE

Subj: Solway Bridge. (Ltr. 8/25/43)

1st Ind.

Clinton Engineer Works, Land Acquisition Section, Harriman, Tennessee,
August 30, 1943.

To: The Division Engineer, Ohio River Division, 1120 Huntington Bank
Building, P.O. Box 1799, Columbus 16, Ohio.

1. Reference is made to paragraph 3 of basic letter.

2. On Saturday, August 28, a conference was had with Lt. Col. Grenshaw, Deputy District Engineer, Manhattan District, Lt. Col. Warren George, Area Engineer, and Mr. Diamond, Attorney for Manhattan District. At this conference Col. Grenshaw stated that a tentative agreement had been made with Knox County for the use of Solway Bridge. He stated it was necessary that the project have the use of this bridge as an access road way for employees and officials in the project. Knox County owns the bridge although Anderson County constructed and presently owns the approach to the bridge, also that the Solway Bridge is encumbered with a bond issue and that the County had threatened to close the bridge and the roads leading thereto. The tentative agreement provides that Knox County shall keep the bridge open and maintain the access roads. The agreement contains no provision for the purchase of the bridge and is to run for the duration of the war. The claim of Knox County is based on consequential damages arising by reason of the public travel being prohibited this bridge. This bridge spans Clinch River which divides Knox and Anderson Counties. After public travel was stopped over the bridge employees of the project continued to use the bridge and adjacent roads. Col. Grenshaw stated that it was necessary that this bridge be kept open for the successful operation of the project. It was also stated that no agreement had been made with Anderson County because it was anticipated that the real estate branch will acquire title to all public roads including the approach to the Solway Bridge. It was believed that Anderson County has no claim other than its claim for the taking of the public roads in the project.

3. Edgemoor Bridge is located in the eastern end of the project across Clinch River and is entirely within and owned by Anderson County. All land on the west side of the river has been acquired, and if the roads inside the perimeter description are acquired, it will include a part of the Edgemoor span, however the greater part is outside of the area acquired. Col. Grenshaw stated that no agreement had been made with Anderson County as to this bridge and that none would be undertaken.

4. It is recommended that the approach to the Solway Bridge be acquired along with the other public roads of Anderson County. Since it is considered necessary that the Edgemoor Bridge be kept open for the use of the project, it appears necessary that some agreement for the use of the bridge be made with Anderson County, and it is suggested that no part of this bridge be acquired since it would not be advisable to acquire a part but not all of the bridge.

EXHIBIT B-2-1

RN 2-1-1/37

Subject: Solway Bridge



5. Several days ago Judge T. L. Seeber of Anderson County and Judge Elmer L. Elben of Roane County inquired as to what steps had been taken for the acquisition of the county roads. These gentlemen were informed that Declaration of Taking had been prepared and forwarded to Washington for signature and filing. This information was contained in a letter dated July 13. Since that time, information has reached this office that the Declaration of Taking has been withheld pending further negotiatom with the counties involved and with the State of Tennessee. In view of this apparent inconsistency, it is requested that this office be directed how to proceed in this matter.

For the Division Engineer:

FRED MORGAN
Project Manager



RN 21-1/37
1st and.

CEH:AF
P.R.H.

**Subject: Solway Bridge (Ltr. fr. ORD to Proj. Mgr., Clinton Engr. Wks.,
Harriman, Tenn., 8-25-43)**

**RN21-1/37 CRDEP 2nd Ind.
Office, Div Engr, Ohio R Div, Columbus, Ohio, 21 Sept 1943.**

**To: Project Manager, Land Acquisition Section, Clinton Engineer Works,
416-420 Roane St., Harriman, Tennessee.**

1. Reference is made to Paragraph 4 of 1st Indorsement. An investigation and attempted negotiations were made by this office in connection with the bridges and roads in Roane and Anderson Counties, affected by the Clinton Engineer Works. In connection therewith, separate conferences were held with the Judges of Roane and Anderson Counties, and the judges agreed to submit to this office in writing, their respective views.

2. Anderson County was not interested in any sort of a separate proposition relative to bridges. It is their position that any arrangements made between the War Department and Anderson County will have to be in its entirety and not piece-meal.

3. It is requested that this office be informed of any future developments which may come to the attention of the Project Manager.

For the Division Engineers:

[Handwritten signature]

**R. C. Tyler
Lt. Colonel, Corps of Engineers
Executive Assistant to Real Estate Officer**



[Handwritten signature]



[Handwritten initials]

RN 21-1 | 35A

30 August 1943

ORRE

Subject: Investigation of Land Acquisition, Clinton Engineer Works, Harriman, Tennessee.

To: Chief of Engineers, Washington, D. C. FOR SPEKL.

1. The Subcommittee of the Military Affairs Committee of the House of Representatives appointed to investigate the acquisition of real estate at the Clinton Engineer Works, Harriman, Tennessee, convened at Clinton, Tennessee, 11 August 1943, and at Kingston, Tennessee, 12 August 1943. Congressman Clifford Davis of Memphis, Tennessee, chairman, Congressman Dewey Short of Missouri and Congressman John Sparkman of Alabama were present. Congressman John Jennings of Tennessee was also present although not a member of the Subcommittee. The Chief of Engineers was represented by Major Gidson and Chief Appraiser H. W. Jacobs, and the Ohio River Division by Fred Morgan, Project Manager, and A. F. Carden, Chief Appraiser.

2. In his speech, Congressman Jennings presented a history of the acquisition referring particularly to many complaints made by landowners that they had not received as much money for their properties as they felt should have been paid. He also referred to efforts on his part to obtain a hearing and reconsideration of appraisals but stated that he was unsuccessful and was turned down "as cold as ice" by the War Department. He made no reference to the investigation made by Mr. Farrell of the Department of Agriculture whose report was prepared at the suggestion of the Chief of Engineers.

3. There were present at the hearings at Clinton about 300 persons who were, in the main, landowners or members of the families of landowners in addition to representatives of the Ohio River Division. About 75 were in attendance at Kingston. Various ones of these owners were put on the witness stand and testified as to appraisals, the treatment accorded them by the appraisers, the action of negotiators and the treatment of the owners by the War Department.

4. Appraisals. The testimony pertained to the following subjects:

a. That the appraisers valued the properties at 50% of their true value. There was also reference to the awards made by a jury of

~~CONFIDENTIAL~~

30 Aug. 1943, Subject: Investigation of Land Acquisition, Clinton
Engineer Works, Harriman, Tennessee. Continued.

RN 21-1/35A

view and the court verdicts which were in excess by about 40% of the appraised value.

b. That appraisers failed to contact owners and have the latter show the lands. The chairman asked for a showing of hands of those owners who were not contacted by the appraiser, and nearly all of the people present raised their hands. The ones voting were not only owners but members of the family. A showing of hands of those who were contacted was very light although some of the appraisers for the War Department who were present stated afterward that some of the owners did not raise their hands in response to the last question and yet were on the lands with these appraisers. Judge T. L. Seeber of Clinton who had land in the area, stated that he was not visited by the appraiser. The appraiser however stated that he had the tenant on the Judge's lands call the Judge for an appointment to see the properties. The Judge explained that he could not be there but his representative was on the way. The appraiser saw this representative who was unable to show the lands to the appraiser. Mr. O. B. Anderson stated that he was not given an opportunity to show the lands to the appraisers. Subsequently one of the appraisers asserted that Mr. Anderson was contacted and was on his way to another place and did not take time to show the appraisers the property.

c. That the attorneys representing owners in condemnation were retained on a contingent basis. The payments were to be 25% of the amount of money awarded by the court in excess of the amount of the deposit.

d. That T. V. A. appraisers were said to be satisfactory to the landowners but that the War Department had transferred these appraisers to the Dale Hollow Reservoir and therefore the lands were not properly appraised. Mr. Cardon testified that the T. V. A. appraisers were transferred from Harriman to Dale Hollow because they were accustomed to appraising in a reservoir area and would be under the direction of a T. V. A. supervisor.

e. That values in the area have been enhanced because of the activities of T. V. A. in acquiring reservoir sites and because of war conditions. Representative Short asked one of the appraisers on the witness stand if the appraiser had considered this increase in values and the results of the conditions arising because of the war. The appraiser stated that he and the other appraisers had done so.

5. Negotiators. Various witnesses testified that the negotiators who had contacted the owners used coercive methods in getting stipulations signed, usually by saying that if the cases went to condemnation they would not be settled for years and that the owners would not get as much money.

~~CONFIDENTIAL~~

EXHIBIT B-2-m

~~CONFIDENTIAL~~

30 August 1943, Subject: Investigation of Land Acquisition, Clinton Engineer Works, Harriman, Tennessee. Continued.

There were two negotiators called as witnesses who specifically denied that they had ever used any of the methods described by other witnesses and that they carried out the instructions of the Ohio River Division and the Chief of Engineers that no coercive methods should be resorted to. One of the Congressmen remarked that the two negotiators used as witnesses were undoubtedly the best and what the Committee ought to have was the other negotiators who had not conducted themselves as they should have done.

6. Actions by the Ohio River Division. Testimony was offered to show that the policy with respect to salvage had been changed after the Project Manager had agreed to a memorandum prepared by a local War Board as to the methods to be used in relocating landowners selling their lands in the project. The Project Manager was charged with having signed a letter in which it was promised that the buildings, fences, etc., would be sold to the landowners at salvage prices. The Project Manager denied that he had ever signed such a paper. Several witnesses endeavored to show that the Project Manager was shown a memorandum containing reference to salvage but no paper was produced to show that the Project Manager had ever approved the program. Testimony was also offered that the original condemnation proceedings under the War Powers Act was titled with the name of a man who proceeded to sell his cattle and equipment following which he was notified that his property would not be taken. He then moved back onto his property and was again notified along the last of June or in July that his property would be purchased. Testimony was also given that the 1943 taxes had been withheld from a settlement and that allowances were not made for logs of timber on a saw mill site. These matters were explained to the Committee by Mr. Cardon. A case was cited in which the owner of the property, living on the land, took some pictures of her home to send to her brother who was in Africa. The guard seized the pictures and held the camera for some time. The action was severely condemned by the members of the Committee.

7. Mr. Cardon reviewed the history of the appraisals of the project, the necessity of getting trained appraisers to appraise nearly 100,000 acres in the project and Dale Hollow Reservoir area in a limited time, the specific instructions he had given as to contacting landowners or their representatives and as to investigations of sales and the establishment of fair market values based on sales. He agreed with the Committee that if the alleged actions by appraisers and negotiators actually occurred, injustices had been done the owners; that if coercion was exercised to compel by threats or other means the signing of stipulations, the owners should be given an opportunity to say whether they should resort to the courts or go ahead with the stipulations. He also stated that the actions complained of against the appraisers were contrary to all instructions by the Chief of Engineers and the Ohio River Division, that he himself felt appraisals were his responsibility and he was there to assume that



30 August 1943, Subject: Investigation of Land Acquisition, Clinton Engineer Works, Harrison, Tennessee. Continued.

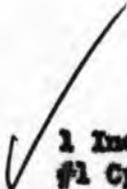
RN 21-1/35A

responsibility. He stated that he did not want these appraisers condemned on the evidence offered without their having a hearing.

8. Ralph E. Arnett and G. A. Sullivan, the former a War Department Staff Appraiser and the latter on assignment from the Federal Land Bank of Louisville, testified as to their method of appraising lands, their qualifications as appraisers and the instructions given them by Mr. Carden. Both stated that they made a point of contacting owners or their representatives and that they did so wherever possible, but that in some cases the owners were not available. Other appraisers were present but not called as witnesses.

9. There is attached a copy of a first indorsement addressed to the Project Manager requesting certain documentary information which will be supplied to the Chief of Engineers when received.

For the Division Engineer:



1 Incl.
#1 Cpy. 1st Ind. to Proj. Mgr.
8/21/43

R. G. West
Colonel, Corps of Engineers
Executive Officer

W

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24



M

REAL ESTATE

EXHIBIT B-2-m

COPY TO DIVISION ENGINEERS

V.C.R.D. DIVISION

ADDRESS REPLY TO
CHIEF OF ENGINEERS, U. S. ARMY
WASHINGTON, D. C.

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS

CE 601.1 FLINTON ENGINEER WASHINGTON

REFER TO FILE NO. JRS, Tenn. (Relocations) SP1LO

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

11 February 1944.

Honorable Tom Stewart,
United States Senate,
Washington, D. C.

file
Dw 24

My dear Senator:

Further reference is made to your letter dated
12 January 1944 inclosing a copy of a letter dated
10 January 1944 from Mr. J. H. Love, Manager, Harriman
Power Department, and to our 24 January 1944 reply
advising that an effort was being made to effect an
early settlement.

Information has been received from the Division
Engineer, in Columbus, Ohio, that an agreement had been
reached satisfactory to all concerned and that check
in payment had been mailed to the Harriman Power Depart-
ment.

Very truly yours,



THOMAS M. ROBINS,
General,
Chief of Engineers.

601.11 (Clinton Army) (Ohio) Relocations - [unclear]



EXHIBIT B-2-n

4894

UNITED STATES SENATE
Committee on Interstate Commerce

January 12, 1944

Maj. Gen. E. Roybold
The Chief of Engineers
War Department
Washington, D. C.

Dear General Roybold:

I am in receipt of a letter from Mr. J. W. Leve, Manager, Harriman Power Department, Harriman, Tennessee, giving further information concerning his claim against the War Department for changing pole lines at the request of the resident engineers for the Clinton Engineer Works.

If the information contained in Mr. Leve's letter throws any further light on the subject I shall appreciate your giving it every possible consideration.

Yours very truly,

/s/ Tom Stewart

Tom Stewart

TS:m

COPY

EXHIBIT B-2-n

601.1 (Clinton Eng. Works) Reventline

HARRIMAN POWER DEPARTMENT
Harriman, Tennessee
Jan. 10, 1944

Senator Tom Stewart
Senate Office Building
Washington, D. C.

My dear Senator:

Thank you for your letter of January 7 enclosing letter from Major General E. Reybold, Chief of Engineers, War Department, concerning our claim for compensation covering the use of our trucks, manpower, and equipment to move certain electric power lines at the request of the resident engineers for the Clinton Engineer Works which removal was to permit the building of a spur Railway track from the lines of the Southern Railway into the governmental area.

It is apparent that General Reybold is not thoroughly familiar with the facts in the case which are as follows:

1. The lines which were moved upon request were not within the area of the Clinton Engineer Works, but occupied a right-of-way mainly on a county road.
2. No claim is being made for any easements or claims owned by this department. Our request for consideration is based on the use of our man power and equipment solely.

The Clinton Engineer Works does have and exercise contractual rights for services and equipment in many other cases, therefore this department contends that it is within their rights to execute a contract with them for the use of our man power and equipment, and it is for such an agreement that this department is appealing.

We have discussed this matter with a number of the leaders in this community who feel that an unjust advantage is being taken of this organization by the War Department in this matter when we observe an apparent leanness in the handling of other affairs in the connection of this project. We do not wish to be classed as an extreme critic in the rush to execute certain projects for war needs neither do we feel that an extravagant government should unjustly deny a fair recompense to a small municipal organization such as this, which took action as requested to expedite the project in our small way, and then find that we had misjudged the honesty and fair mindedness of the directing officials.

These may be plain words but we are conveying to you the opinion of a community as well as that of the writer, and we will appreciate an additional effort on your part in this matter looking to a successful contract.

*File 6011 - Powerline (Gme)
Basic 1/12/44*

Yours very truly,

HARRIMAN POWER DEPARTMENT

J. W. Love, Manager

cc: Senator Kenneth McKellar

COPY

EXHIBIT B-2-n

~~RESTRICTED~~

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON

EIDM WL-14

23 March 1944

Subject: Extension of Boundaries, Clinton Engineer Works.

To: Col. J. J. O'Brien, War Department, Office of the
Chief of Engineers, Real Estate Branch, Washington,
D. C.

1. It is necessary to extend the boundaries of the Clinton Engineer Works so as to include therein the Solway and Edgemoor Bridges, together with the approaches thereto, situated in Knox and Anderson Counties, respectively.

2. It is, therefore, requested that your office take the necessary action to effect the acquisition thereof. A lease on a year-to-year basis would serve the minimum requirements of the Clinton Engineer Works Project.

3. If acquisition of Solway Bridge should be effected by means of a lease agreement, the effective date should be 15 February 1944. Any similar agreement pertaining to Edgemoor Bridge may be dated concurrent to your negotiations with the representatives of Anderson County.

(s) L. R. GROVES
Major General, C. E.

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Exhibit B-2-0

~~RESTRICTED~~

~~RESTRICTED~~

TELETYPE

W 4 B C

WA500 OCE REF SPELR 8637

1947 APR 10 PM 5:3

FROM ROBINS ACTING CHIEF OF ENGRS WASH DC 102131Z

TO ORD

RE PROPOSED LEASING OF SOLWAY AND EDGEMOORE BRIDGES, CLINTON ENGINEER WORKS, HARRIMAN, TENNESSEE STOP PURSUANT TO APPROVAL OF THE COMMANDING GENERAL, MANHATTAN DISTRICT AS INDICATED IN LETTER 23 MARCH FORWARDED YOUR OFFICE ON 3 APRIL IT IS REQUESTED THAT YOU PROCEED WITH THE AMENDMENT OF THE BOUNDARY OF THE CLINTON ENGINEER WORKS TO INCLUDE THE SOLWAY AND EDGEMOORE BRIDGES BY OBTAINING AN APPROPRIATE LEASEHOLD INTEREST THEREIN. END..

6001
X 5/11.24
(Clinton Engrs Works) memo

~~RESTRICTED~~

WAR DEPARTMENT
OFFICE OF THE DIVISION ENGINEER
OHIO RIVER DIVISION
CORPS OF ENGINEERS, U. S. ARMY

P. O. BOX 1799, 1120 HUNTINGTON BANK BLDG.

601.53 RE:

Clinton County, Tennessee - ORDZS COLUMBUS 16, OHIO

17 July 1944

Subject: Edgemoor Bridge and Solway Bridge, Tennessee.

To: Chief of Engineers, Washington, D. C. FOR SPELS

1. Inclosed for approval are two (2) leases pertaining to the acquisition of a portion of the Edgemoor Bridge, Anderson County, Tennessee, and a portion of the Solway Bridge, Knox County, Tennessee, to be used for access purposes to the Clinton Engineer Works, Oak Ridge, Tennessee. These leases have been executed by the above counties in accordance with instructions received in letter of 3 April 1944 from the Office, Chief of Engineers, to comply with request from the Commanding General of the Manhattan District, dated 23 March 1944, copy of which is inclosed for ready reference. The annual rental for the use of the Edgemoor Bridge is \$2400.00 and the annual rental for the Solway Bridge is \$15,000.00.

2. The effective date of the leases is 15 February 1944. It is reported that the Manhattan District has executed a contract with Knox County covering the use and maintenance of that portion of the Solway Bridge lying outside the reservation for the period of time preceding the effective date of the above lease for \$25,000.00. This contract has been fully executed and payment made. The Manhattan District reports that they have a contract executed by Anderson County for the use of that portion of the Edgemoor Bridge outside the reservation for the period of use prior to 15 February 1944 for \$4,000.00. This contract will be executed by the Manhattan District when notified of approval of the above leases.

3. Attention is invited to the opinions of the attorneys for Knox and Anderson Counties, and the opinion of the Attorney General of the State of Tennessee which are a part of the lease assemblies. These are the basis of authority on the part of the counties to lease the subject bridges.

4. The attached Exhibit B plat, showing the boundaries of the description covering the portion of the Solway Bridge, located in Knox County, does not include that portion of the bridge lying west of the low water line; that is, that portion lying within the reservation. The reservation portion of the bridge is not included because possession has previously been acquired under the pending condemnation proceedings. The same condition applies to the Edgemoor Bridge.

EXHIBIT B-2-0

~~_____~~

601.53 - ORDZS, 17 July 1944, Edgemoor Bridge and Solway Bridge,
Tennessee, continued.

5. The extension of the boundaries of the reservation to include the bridge area now proposed for lease and the payment of a rental therefor, may set a precedent which will complicate the trial of the condemnation action on the balance of the county roads and bridges within the proposed reservation boundaries. In the pending case, the Government will contend that no consideration is due the county because of their taking. It is recommended that this point be discussed with the Department of Justice and that an opinion be obtained from the Office of the Comptroller General as to the authority of the Government to pay the rental proposed under the lease.

6. This office will not take further action until the leases are approved and the legal aspects of this acquisition clarified, as outlined above.

For the Division Engineer:

C. C. Fletcher

C. C. Fletcher

Lt. Colonel, Corps of Engineers
Real Estate Officer

4 Incls.

- ✓ #1 - Lease Form 206 - Solway Bridge
- ✓ #2 - Lease Form 206 - Edgemoor Bridge
- ✓ #3 - Plat
- ✓ #4 - Ltr fr Manhattan Dist., dtd 23 Mar 44
(Copy)

~~_____~~

EXHIBIT B-2-0



601.53 (Oak Ridge, Tenn.) SPELS 1st Ind.

SUBJECT: Edgemoor Bridge and Solway Bridge, Tennessee

Office, C. of E., 25 July 1944

To: The Division Engineer, Ohio River Division, 1120 Huntington Bank Building, P.O. Box 1799, COLUMBUS 16, OHIO

1. Subject leases W-33-017-Eng-934-935 with Counties of Anderson and Knox, Tennessee, covering use of portions of Edgemoor and Solway Bridges and properties adjacent thereto, near Clinton Engineering Works Project, Oak Ridge, Tennessee, returned unapproved.

2. The District Engineer, Clinton Engineer Works, Harriman, Tennessee, was instructed on 17 July 1944 by Major General L. R. Groves to arrange with the respective Counties for the continued use and maintenance of these bridges by the Clinton Engineering Works Project on a basis similar to that heretofore made with Knox County for the use and maintenance of its portions of the Solway Bridge and in conformity with the decision of the Comptroller General dated 15 January 1944 with respect to the contract with Knox County for the use and maintenance of Solway Bridge.

By order of the Chief of Engineers:

John J. O'Brien
JOHN J. O'BRIEN,
Colonel, Corps of Engineers,
Chief, Real Estate Division.

encls. n/c



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WAR DEPARTMENT
Office of the Chief of Engineers
Washington

CE 601.1 (Kingsport, Tenn.)-SPELA

September 19, 1942.

Mr. Orrin Thacker, Jr.,
General Delivery,
Kingsport, Tennessee.

Dear Mr. Thacker:

Enclosed is a map of the revised area to be acquired for demolition training in the vicinity of Kingsport, Tennessee. ~~It is requested that you~~ ^{PLEASE} compile a perimeter description of the area outlined in red only, adjust the original gross appraisal as to values and forward same to this office as soon as possible.

You will note that the boundary line follows down the center of Clinch River, and it is anticipated that the good bottom land on the north side of the river will later be eliminated.

The improved State Highway on the north will be left open for traffic. Therefore, it will not be necessary to consider the relocation of any portion of that Road in your estimate of values.

It is further requested that you estimate the acreage and number of families in the three cross-hatched areas within the outside boundaries of the subject area, as these three areas will be needed within a period of three weeks, the remainder within 60 days.

For the Chief of Engineers:

Very respectfully,

/s/ John J. O'Brien
JOHN J. O'BRIEN,
Colonel, Corps of Engineers,
Chief, Real Estate Branch.

1 Incl.
Map "Exhibit C"


EXHIBIT B - 2 - p

[REDACTED]

August 14, 1943.

SUBJECT: Report of Proceedings - House Military Affairs Sub-Committee.

TO: The Division Engineer, Ohio River Division, Real Estate Branch,
1120 Huntington Bank Building, Post Office Box 1799, Columbus
16, Ohio.

Attention: Lt. Col. C. C. Fletcher, Real Estate Officer.

1. Transmitted herewith, in triplicate, is report of the proceedings before the House Military Affairs Sub-Committee covering the hearing at Clinton, Tennessee, on August 11 and the hearing at Kingston, Tennessee on August 12.

2. A copy of this report was sent direct to Major David B. Gideon, at his request.

3. Mr. H. Ralph Burton, counsel for the Committee, suggested that it would be proper to submit any additional data direct to him at room 519 Old House Office Building, Washington, D. C.

4. He called specific attention to the case of Ann Long, F-515, and it is believed a statement together with copies of the letters concerning the negotiation on this tract would be appropriate.

5. He also mentioned tract C-218, Wm. Griffith Heirs, and thought a statement of the negotiators as to the execution of the stipulation would be helpful to the Committee.

6. From the statement of one of the Committee members it appears that a conference between the Committee and Col. John J. O'Brien will be held soon. Major Gideon discussed this matter with Representative Short and will probably be present at the conference.

For the Division Engineer:

FRED MORGAN,
Project Manager.

2 Inclosures:

- #1 - Report of Sub-Committee, August 11, 1943. (In trip.)
 - #2 - Report of Sub-Committee, August 12, 1943. (In trip.)
- [REDACTED]

WAR DEPARTMENT
OFFICE OF OHIO RIVER DIVISION ENGINEER
CLINTON ENGINEER WORKS
LAND ACQUISITION SECTION
ROBERTS BUILDING
HARRIMAN, TENNESSEE

August 13, 1943.

Subject: Report of Hearing Before House Military Affairs Sub-Committee
in Connection with Land Acquisition at Harriman, Tennessee.

To: The Division Engineer, Ohio River Division, 1120 Huntington
Bank Building, P. O. Box 1799, Columbus 16, Ohio.

Attention Lt. Col. C. C. Fletcher, Real Estate Officer:

1. On August 11 the House Military Affairs Sub-Committee convened at Clinton, Tennessee, for the purpose of investigating the policy of land acquisition and the offers made to land owners for the purchase of their property. Representative Clifford Davis presided with Representative Dewey Short and Representative John Sparkman in attendance. Hon. John Jennings Jr. was present but was not a member of the committee.

2. The first witness called was Judge T. L. Seeber, County Judge of Anderson County, who stated that he examined a memorandum stating that land owners in the area being acquired would be permitted to salvage the improvements from the property and that he attended a meeting of the property owners and informed them of this statement. He also stated that he was told the property owners would be paid immediately and that in the event they did not accept the Government offer that they would receive 75 per cent of the money deposited immediately. He further stated that he did not see any of the appraisers who appraised his four tracts of land at any time. Also that the property owners had suffered a substantial loss by being forced to dispose of their stock and machinery on short notice. He stated that Anderson County would contend in court that it was entitled to pay for the County Roads closed by reason of this acquisition. He also stated that some time after he examined the memorandum, he was informed that no salvage of buildings or improvements would be permitted. The memorandum referred to by Judge Seeber was later introduced as evidence at Kingston on the following day and was signed by the Chairman of the County War Board.

3. Olla Elizabeth Anderson, daughter of O. B. Anderson who is the owner of Tract B-125, stated that the Government offer for her father's property was \$10,000.00 but that independent appraisals revealed it to be

EXHIBIT B-2-a

RN21-1/34

(2nd)

Subj: Rep. of Hearing before HMA sub-committee in connection with Land Acq. at Harriman, Tenn.

-2-

worth at least \$16,000.00. She also stated that her father suffered a loss of \$400.00 by being forced to vacate the property and dispose of his cattle. She stated that they refused the Government offer and were forced to pay 25 per cent over and above the \$10,000.00 in the form of a legal fee. This case has not been tried but appraisals have been made by the Department of Justice - none of which exceed \$10,500.00 and run down to \$8800.00. The appraisal on this tract was made by Mr. R. E. Poe. One of the photographs of the residence reveal Mr. Anderson standing between the camera and the dwelling.

4. At this point Representative Short stated that he believed it wise for the committee to recommend that the Government representatives take a course in human relations. This statement was probably brought about because Miss Anderson stated that the appraisers did not discuss the matter with her father nor did they want him to go with them over the farm.

5. Mrs. O. H. Denny stated that she would not have sold her property for less than \$5000.00 because she valued it as a home. She stated that she paid \$3000.00 for the property and had improved the land some but had made no improvements in the form of buildings. The Government offer on this tract, G-256, was \$3250.00. She executed a stipulation according to her statement because she was told she would receive the money in 10 days but that 5 months had elapsed before she was paid. The file on this case reveals that the stipulation was signed on November 24, 1942, but because of a very serious title objection, payment was not made until February 11, 1943.

6. At this point Mr. Jennings stated publicly as follows: "It is hoped these men who have been mistreating these people will repent in the sight of God and man."

7. Mr. Roy May was called and testified that his mother, Nancy May the owner of Tract H-714, was offered \$750.00 for her tract of 6 acres although according to his statement no appraisal of the property was ever made. He stated that she received \$744.00 in approximately 20 days. Also she stated that one of the men told her that she must move or bombs would be dropped in that vicinity. The file on this case reveals that the appraisal was made by H. D. Caldwell on December 14 and contains a statement on the field data form showing that his information was obtained from Nancy May.

8. Mr. J. W. Hackworth was called and testified that he owned 2 tracts, 67 and 55 acres respectively, for which he was offered a total of \$2950.00. He stated that he signed the stipulation on each case, and that the negotiator, whose name he does not know, told him he would receive payment within 8 days and if he did not what he might never be paid.

RN21-1/34
(encl)
EXHIBIT B-2-9

Subj: Rep. of Hearing before HMA sub-committee in connection with Land Acquisition at Harriman, Tenn.

- 3 -

The file on Tract C-223, one of Mr. Hackworth's tracts, reveals that the stipulation was signed on November 25, 1942, and that the judgment on stipulation was entered December 21. The case was negotiated by H. R. Boswell and W. T. Pritchett. Mr. Hackworth's other tract, No. C-229, was stipulated on November 25, 1942, but payment was not made until April 8 because the title was not cleared until April 5. This case was negotiated by H. R. Boswell and W. T. Pritchett. Neither of these negotiators are at this office and cannot be reached for a statement.

9. Mr. C. F. Ballard was next called and testified that he owned 50 acres of land on which was situated a 2-room house for which he was offered \$450.00. He stated that the fair market value of the property was \$1500.00. This tract is known as Tract B-109, and in addition to the War Department appraisal, three other appraisals have been made for the Department of Justice ranging from \$425.00 to \$515.00. Mr. Ballard did not execute a stipulation on this tract.

10. Mr. C. W. Peak was called as the next witness and stated that his father, J. A. Peak, the owner of Tract D-386, refused the offer of \$12,000.00 and upon a trial obtained a verdict for \$18,000.00. Mr. Peak stated that it was necessary to spend \$2000.00 in legal fees to obtain this raise and that in his opinion this tract was reasonably worth \$27,000.00. He stated also that appraisers employed by him placed a value of from \$24,000.00 to \$26,000.00 on this property. He also stated that a loss was sustained in the sale of stock and crops because he was forced to vacate on short notice.

11. Mrs. Roy Scarbrough was called as a witness and stated that their property, designated as Tract E-424, contained 142 acres with one 7-room house and one 3-room house for which they were offered \$5000.00. She stated that the appraiser for the War Department was reluctant to talk to her about the property and that the property was worth \$15,000.00 and that they suffered a loss of \$5.00 per head on the sale of live stock in order to vacate the premises. They refused the Government offer and no disposition has been made of this tract.

12. Mr. Lee Shaw was called as the next witness and qualified as an expert land appraiser. He stated that the U. S. Anderson farm was worth \$16,900.00 and that the Roy Scarbrough tract was worth \$12,750. He stated that on an average the Government offer was 45 per cent low.

13. The next witness was Dicey Griffith, a very old colored woman. She stated that her property containing 8 acres with a good house had been appraised by the Government at \$75.00. She also stated that a Government representative came to her home and offered her \$300.00 which she refused to accept, but that the Government representative signed her name to the stipulation in her presence but against her will. She states

RN 21-1134

EXHIBIT B - 2 - a
(encl) 1

[REDACTED]

Subj: Rep. of Hearing before HMA sub-committee in connection with Land Acq. at Harriman, Tenn.

- 4 -

that she was told if she didn't sign the stipulation she would only get \$5.00. At this point Mr. Lee Shaw was asked the value of this property and stated it was reasonably worth \$950.00. The files at this office reveal that this tract No. C-218 is owned by Wm. Griffith Heirs, Dicey Griffith being the widow of Wm. Griffith who also left 8 children. The tract was appraised at \$900.00 and the stipulation to which she referred was signed by her and by her son Jim Griffith and his wife Margaret. The case was negotiated by R. C. Lynville and H. R. Boswell who are no longer employed at this station. It was impossible to locate the other children for the reason that one son, Ed Griffith, was reported to be in the Philippine Islands and several others were reported to live in large cities but no street address could be obtained, therefore no further attempt was made to negotiate the case and no money has been paid out to the owner. It is believed that the confusion over the appraisal price was brought about because Tract C-280 which lies near this property was valued at \$75.00 and is owned by Horace Griffith. It is possible the newspaper reporting the filing of Declaration of Taking may have confused these two tracts. The signatures on the stipulation do not appear to have been written by Mr. Lynville or Mr. Boswell because they signed as witnesses and there is no similarity between the hand writing. Mr. H. Ralph Burton, Counsel for the committee, phoned the Project Manager today and asked that some statement be obtained from the negotiators on this tract. He also stated that he would attempt to obtain a statement from Jim Griffith who also signed the stipulation. It is not known what this statement will be.

14. Fred Morgan, Project Manager, was called as the next witness and was questioned about appraisal on the Wm. Griffith Tract and about other procedure and policies of land acquisition at this station. A copy of a memorandum issued to negotiators dated January 19 was filed in evidence which contained the following statement, "It is the policy of this office to cooperate with the land owners in every way possible and no threats or unfair tactics should be used to induce any land owner to execute a stipulation. It must be borne in mind that the land owners are given an opportunity to sign and discuss the matter with the negotiators but it is entirely optional with the land owners whether he accepts the offer."

15. Dr. R. L. Gallaher, the owner of Tracts I-863 and J-903 introduced a written statement, the substance of which was that the War-Department used non-resident appraisers, forced the land owners to vacate on short notice and that the appraisers did not make the appraisal until after the owners had vacated. The latter statement may have been true in some isolated cases but was the exception rather than the rule.

RN 21-1134
(Encl) 1

[REDACTED]

EXHIBIT B-2-0

Subj: Rep. of hearing Before HMA sub-committee in connection with Land Acq. at Harriman, Tenn.

- 5 -

16. Mr. Oliver A. Smith, Farm Security County Supervisor, was called and testified that the offers on the average were 40 per cent under the actual value. He mentions specifically a tract owned by Harvey Gray, No. D-367, which he stated was worth \$13,000.00 although it was purchased by Mr. Gray recently for \$7500.00. Representative Short stated that he did not follow his reasoning in this matter because he could not understand why the property was worth \$13,000.00 if it sold recently for \$7500.00. This property was appraised at \$7500.00 although the farm security lien and taxes are in excess of this amount. Mr. Smith also testified that he was the memorandum which was signed by Fred Morgan, Project Manager, advising the land owners that they would be permitted to salvage their fences and other property from the farms. He did not have a copy of the memorandum, but on the following day at Kingston the memorandum was produced and filed in the records, but it was signed by the Chairman of the Local County War Board and did not bear the signature nor any reference to this organization.

17. Mr. R. W. Long was next called as a witness and testified that the Government offered him \$1700.00 for one tract and \$2400.00 for another and that he had previously been offered \$6000.00 for this same property in 1930 or 1931. He stated that he talked to 3 appraisers who he identified as Mr. Weber, Mr. Martin and Mr. Montgomery. The Mr. Weber to whom he referred was probably Mr. W. E. Weber, an attorney formerly at this station, whose home is in Kingsport, Tennessee although Mr. Long stated he was from Pittsburgh, Pennsylvania. This office has no record of any employee by the name of Martin. The Mr. Montgomery to whom he referred was undoubtedly Mr. Brooks Montgomery, an attorney formerly at this station engaged in title clearance work.

18. Mr. McKinley Lowe, the owner of Tract F-556, was called and stated that his farm containing 112 acres was reasonably worth \$3000.00 although he was offered \$1350.00. He talked to an appraiser who did not reveal his name and who spend only 30 minutes on this tract. The appraiser is reported to have said, "Mr., this is war. The government is making no donations." Mr. Lowe did not accept this offer and the property was appraised by four other appraisers for the purpose of testifying in court. These appraisals range from \$1030.00 to \$1250.00.

19. Mr. W. M. Hightower was next called who stated that he talked with Mr. John T. Alexander, Government Appraiser, who stated that he "wanted to do right but also wanted to hold his job". Mr. Hightower had previously made this statement on the trial of condemnation case on Tract D-386, J. A. Peak, and the Federal Judge stated in his charge to the jury that he did not believe this statement was made by Mr. Alexander but that if it was, it apparently was made for the purpose of getting rid of Mr. Hightower and that if he (the judge) were the jury, he would disregard this statement.

RN21-1/34
(2nd)

EXHIBIT B-2-9

Subj: Rep. of hearing before HMA sub-committee ... connection with Land
Acq. at Harriman, Tenn.

- 6 -

20. Mr. James I. Andrews was next called who stated that the appraiser who appraised his Tract No. F-598 asked him what he considered the value of his tract, and when he replied it was worth \$200.00 per acre, the appraiser stated "This is not T.V.A." Mr. John Dunbar made this appraisal and denied emphatically any such statement.

21. At this time the meeting adjourned to reconvene at 10:30 A. M. at Kingston, Tennessee.

For the Division Engineer:

/s/ Fred Morgan
FRED MORGAN
Project Manager

cc: Major David B. Gideon
Office of Chief of Engineers
Real Estate Branch
New War Department Building
Washington, D. C.

RN21-1/34
(encl) 1.

EXHIBIT B-2-a

[REDACTED]

WAR DEPARTMENT
OFFICE OF OHIO RIVER DIVISION ENGINEER
CLINTON ENGINEER WORKS
LAND ACQUISITION SECTION
ROBERTS BUILDING
HARRIMAN, TENNESSEE

August 13, 1943.

SUBJECT: Report of House Military Affairs Sub-Committee - Clinton Engineer Works.

TO: The Division engineer, Ohio River Division, Real Estate Branch, 1120 Huntington Bank Building, Post Office Box 1799, Columbus 16, Ohio.

Attention: Lt. Col. C. C. Fletcher, Real Estate Officer.

1. On Tuesday, August 12, the House Military Affairs Sub-Committee re-convened at Kingston, Tennessee, with Representative Davis presiding, and Representatives Short and Sparkman present. Honorable John Jennings, Jr., was present but not a member of the Committee. In opening the meeting, Representative Davis stated that he was joined by his associates in believing Mr. Jennings was justified in his request for an investigation of land acquisition at this project.

2. Judge Elmer L. Eblen was called as the first witness and stated that he attended meetings of the land owners where a circular was distributed stating that the land owners would be permitted to salvage their fences and other improvements before vacating the property. This circular was later filed in the record substantiating his statement and was over the signature of the Chairman of the County War Board. He stated that in a short while he was informed that this statement was incorrect and that no salvage would be permitted on any of the property. He also stated that the appraisals represented only approximately fifty percent (50%) of the actual value of the property taken. He also stated that Roane County intended to assert its claim to compensation by reason of the County roads being taken over by the War Department. Also that the three schools taken by the War Department had not been paid for and that no agreement had been reached as to the amount due. That two appraisals of this property had been made, in the amount of \$90,365.00 and \$96,000.00, respectively. The Government offer on this property was \$53,000.00. He stated that the property owned by E. E. Hagler, No. A-12, was reasonably worth \$16,000.00, whereas the offer by the War Department was \$8,500.00. He stated that the property owned by Memphis O. Hope, No. H-739, was worth much more than the Government offer of \$3,500.00, and that \$3,600.00 had been offered for the timber on this property by a local lumber concern prior to its acquisition by the War Department.

3. Mr. V. N. Manley, Assistant County Agent, was next called and stated that the circular heretofore referred to was approved by Fred Morgan, Project Manager, on October 13. He stated that he had assisted in re-locating the farmers whose farms were acquired and that the offers by the Government

[REDACTED] RN 21-1134
(2) 2
EXHIBIT R-2-0

Subject: Report of House Military Affairs Sub-Committee - Clinton Engineer Works.

were insufficient to purchase similar property.

4. Mr. W. M. Hannah was next called and testified that the offers made by the Government do not exceed fifty percent (50%) of the actual value. He referred to the Memphis O. Hope case and stated that the timber was worth \$3,600.00 and that the land was worth \$15.00 per acre in addition to the timber value. He stated that the farm of John E. Williams, Tract No. J-975, was worth \$17,500.00 although the Government offer was \$8,500.00. Also, that the offer made to Rhea Gallaher on Tract No. H-738 in the amount of \$29,000.00 was not sufficient to replace the buildings on the property. He also stated that, in his opinion, the juries in the Federal Court are averaging the testimony of all witnesses and rendering a judgment for that amount, thereby forcing the land owners to accept approximately sixty percent (60%) of the actual value.

5. Mr. George Hope was next called, and verified the offer made for the purchase of the timber of the Memphis O. Hope property in the amount of \$3,600.00. He stated that the property was reasonably worth \$6,500.00 of \$7,000.00.

6. Ed. C. Browder was next called and testified that he was served with an order of Court to vacate his property and that after his tenant had moved from the property he was notified on January 28th that the property would not be taken. That he sold his stock and machinery at a sacrifice. He stated that he induced his tenant to return to the property about February 1st and is now raising a crop on the farm, although he now understands that this farm will be acquired on October 31st. This is one of the tracts on the west side of Poplar Creek which the Area Engineer decided was not necessary to acquire at the time of the original acquisition but has since requested that it be taken over and possession obtained by October 31st.

7. Mrs. Rhea Gallaher was next called as a witness and testified that his property, No. H-731 and No. H-738, was reasonably worth \$60,000.00 or \$65,000.00 and that he was offered \$29,000.00 by the War Department. He stated that he purchased this property from his father, Dr. R. L. Gallaher, in 1942 for \$8,000.00 but this sale did not represent the actual value of the property at that time. He stated that the Pine Ridge Telephone Company, in which he owned an interest, had been taken over but that the War Department had refused to pay anything for this telephone line. By reference to the files of the Utilities Sub-section complete information can be obtained on the telephone company.

8. Mrs. Sherman Owen, wife of the owner of Tract No. E-416 testified that prior to their leaving their home one of the guards refused to let them take pictures of the house and forcibly took the camera and films, and only

RN 21-1/34
(2) EXHIBIT B-2-9

Subject: Report on House Military Affairs Sub-Committee - Clinton Engineer Works.

after Congressman Jennings had complained to the Area Engineer was the camera returned. The guards referred to were under the supervision of the Area Engineer and not in any way connected with the land acquisition work.

9. Mr. Ralph E. Arnett, Associate Land Appraiser for the War Department, was next called and questioned about appraisal procedure.

10. Mr. G. A. Sullivan, Appraiser, employed by the Federal Land Bank of Louisville, working on a reimbursable basis at this project, was next called and questioned about his qualifications to appraise land in East Tennessee.

11. Mr. George Sebastian, a negotiator, was called as a witness, and questioned about the procedure in negotiating for stipulations. While Mr. Sebastian was on the stand, Chairman Davis asked if any land owner in the audience had been mistreated or defrauded by Mr. Sebastian. Mrs. Frances Leath Copeland volunteered that Mr. Sebastian told her if she did not sign the stipulation that it would take ten or twelve years to obtain pay for her property. She stated Mr. H. R. Boswell had also talked to her about her tract and that he was a gentleman in every way. After a discussion between Mr. Sebastian and Mrs. Copeland the entire testimony was stricken from the record.

12. Mr. Odie Davis, negotiator, was next called and testified about his conduct at this project. Chairman Davis again asked the audience whether Mr. Davis had mistreated or defrauded anyone present. No land owner responded and Representative Sparkman congratulated Mr. Davis on his work at the Huntsville Area Arsenal.

13. Mr. J. S. Magill, the owner of Tract H-721, was next called and testified that he accepted the Government offer for his five acres but that he had not been paid for some logs on this tract which he had yarded for sawing. He stated the value of the logs was \$250.00. These logs were personal property and could not be purchased and paid for by the War Department but it is distinctly remembered that Mr. Magill was asked by the Project Manager how much time would be required for him to saw and remove these logs and that he replied it could be accomplished before January 1st. He was then told that it was perfectly satisfactory for him to saw the logs and remove lumber provided it could be done prior to January 1st. He was also informed that he was privileged to remove the logs from the land since they had already been cut.

14. Mr. Luther Duncan stated that he was offered and accepted \$4,800.00 for 190 acres which was reasonably worth \$8,000.00, and that he was offered and accepted \$1,500.00 for 64 acres reasonably worth \$2,500.00. These tracts are Nos. A-15 and A-8 respectively.

EXHIBIT B-2-9
RN 21-1734
10. . . .

- 4 -

Subject: Report on House Military Affairs Sub-Committee - Clinton Engineer works.

15. Mr. Clay McMurray stated that the circular concerning salvage policy heretofore referred to was prepared by Fred Morgan, Project Manager, and approved in his presence, then handed to the County Agent of Roane County. The circular referred to herein and introduced in evidence was not prepared at this office nor was it reproduced here.

16. At the conclusion of Mr. McMurray's evidence the hearing adjourned.

For the Division Engineer:

FRED MORGAN
/s/ Fred Morgan
Project Manager.

Cy - Major David B. Uideon,
Office, Chief of Engineers,
Real Estate Branch
New War Department Building
Washington, D. C.

RN21-1/34
(encl) 2

EXHIBIT B-2-a

~~SECRET~~

MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDIX "C"

PHOTOGRAPHS

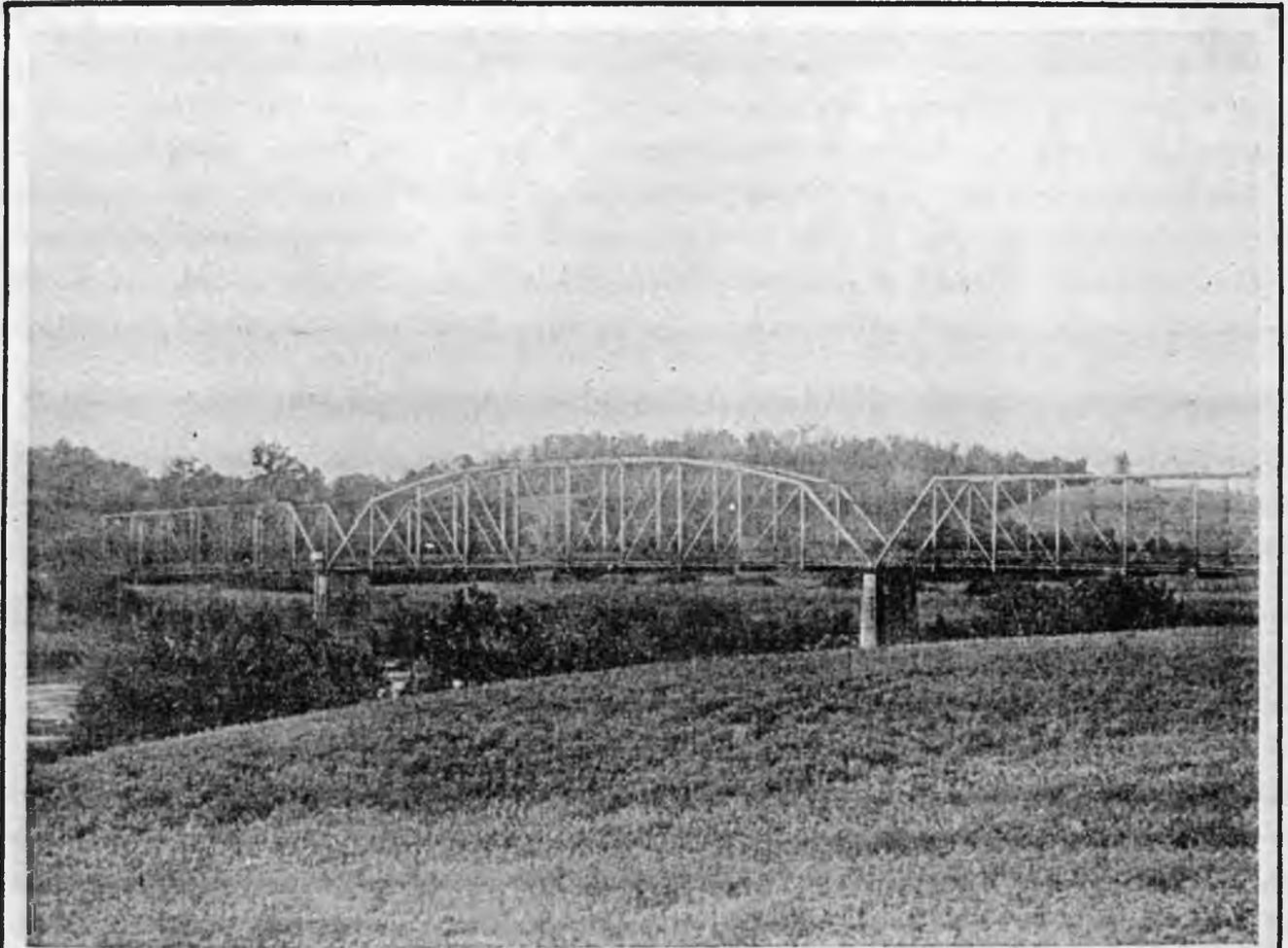
No.

Title

1. General View of Site Before Acquisition and Typical Improvements (a. through n. inclusive)
2. Examples of Property Subject to Court Awards (a. through i. inclusive)

~~SECRET~~

~~RESTRICTED~~



EDGEMOOR BRIDGE

~~RESTRICTED~~

[REDACTED]



PINHOOK BRANCH ROAD

[REDACTED]

~~RESTRICTED~~

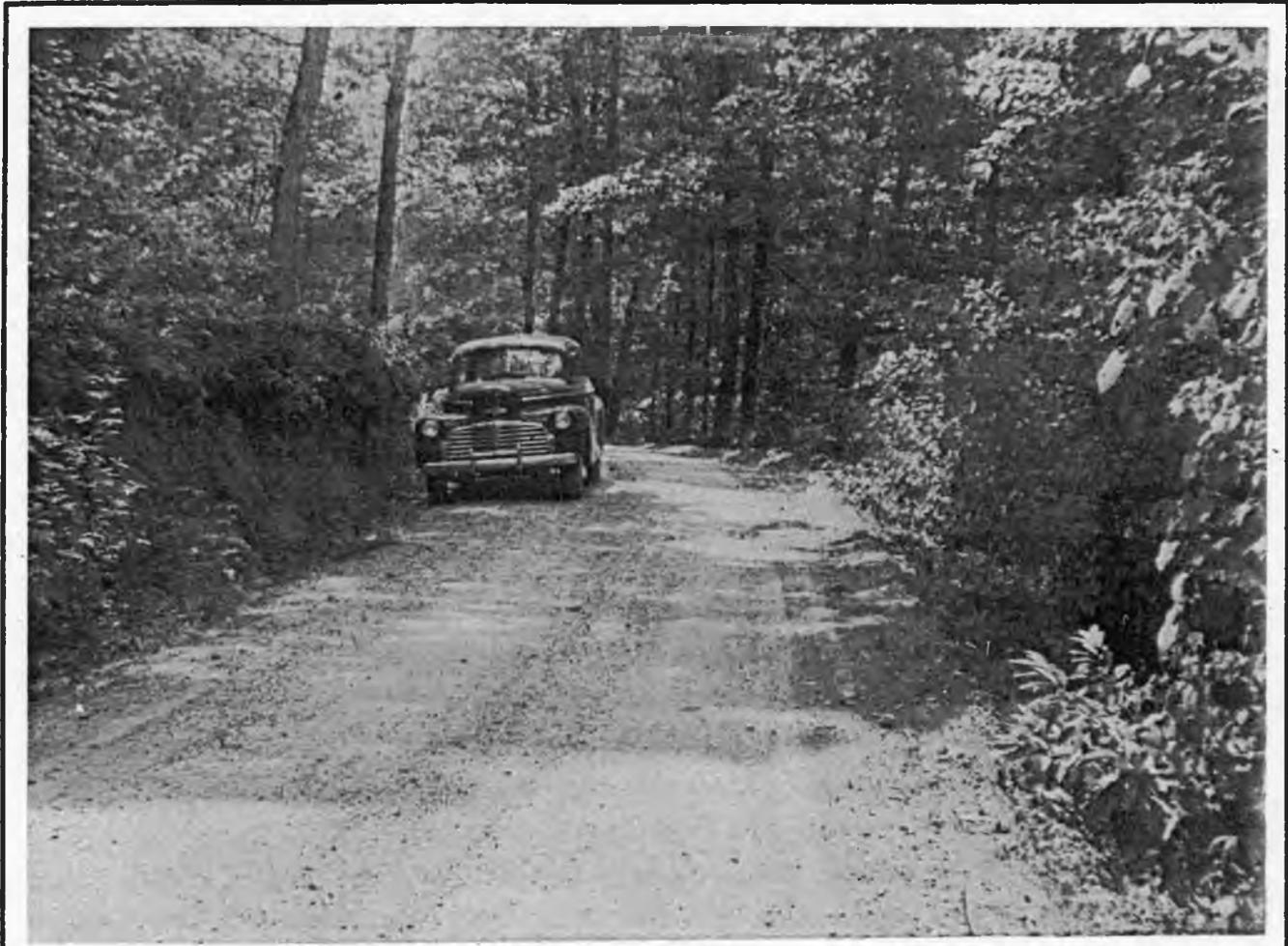


CLINCH RIVER VIEW - ROANE COUNTY

~~RESTRICTED~~

EXHIBIT C-3-c

~~RESTRICTED~~



DYLLIS - BLACK OAK RIDGE ROAD

~~RESTRICTED~~

EXHIBIT 0010 d

~~RESTRICTED~~



STOREROOM IN WHEAT NEIGHBORHOOD

~~RESTRICTED~~

~~DECLASSIFIED~~



OWNER-OCCUPIED
FARM RESIDENCE - ROANE COUNTY

~~DECLASSIFIED~~

EX-107 C-1-1

~~RESTRICTED~~

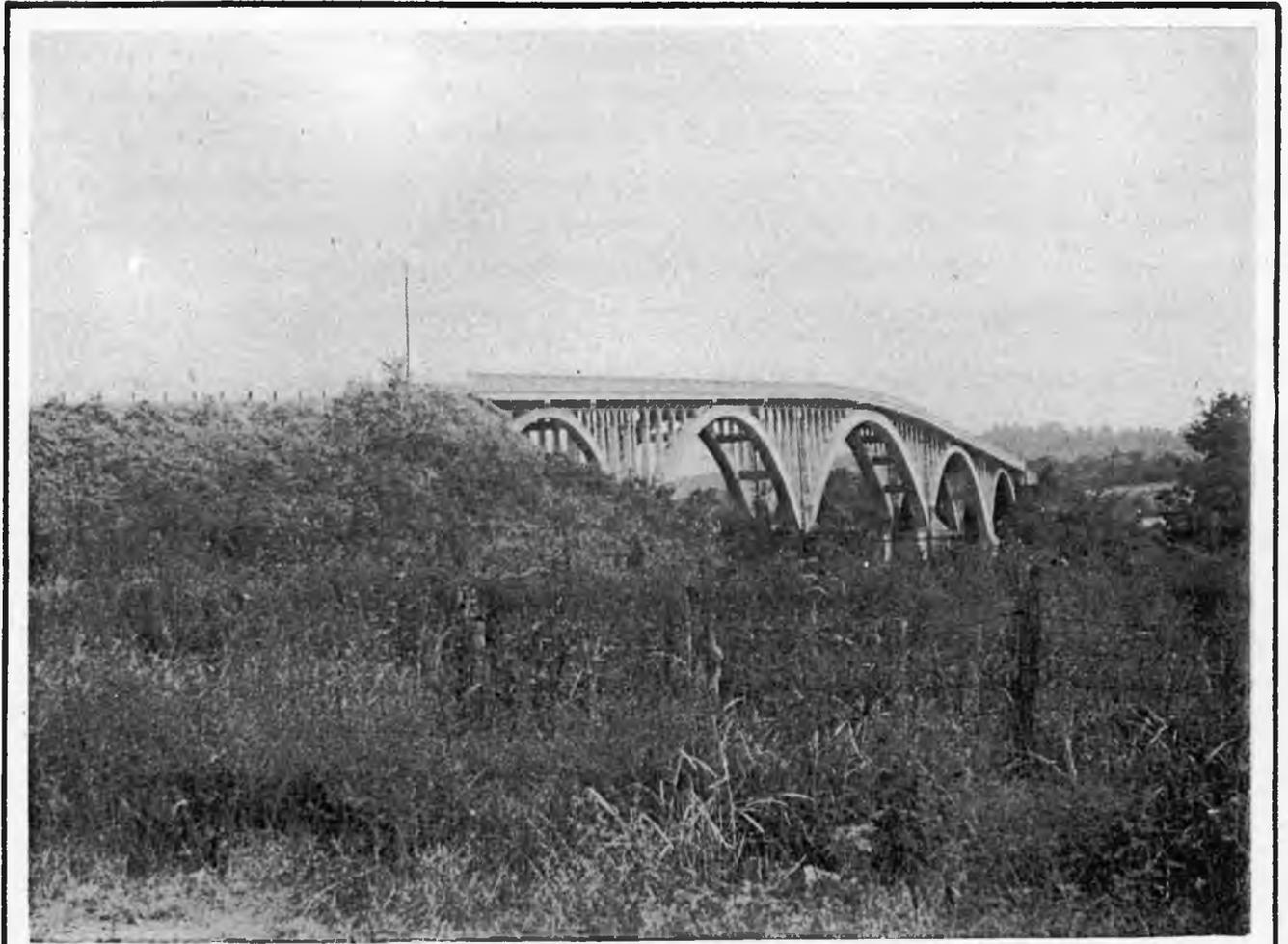


WOOD BRIDGE OVER GRASSY CREEK

~~RESTRICTED~~

EXHIBIT C-1-B

~~RESTRICTED~~

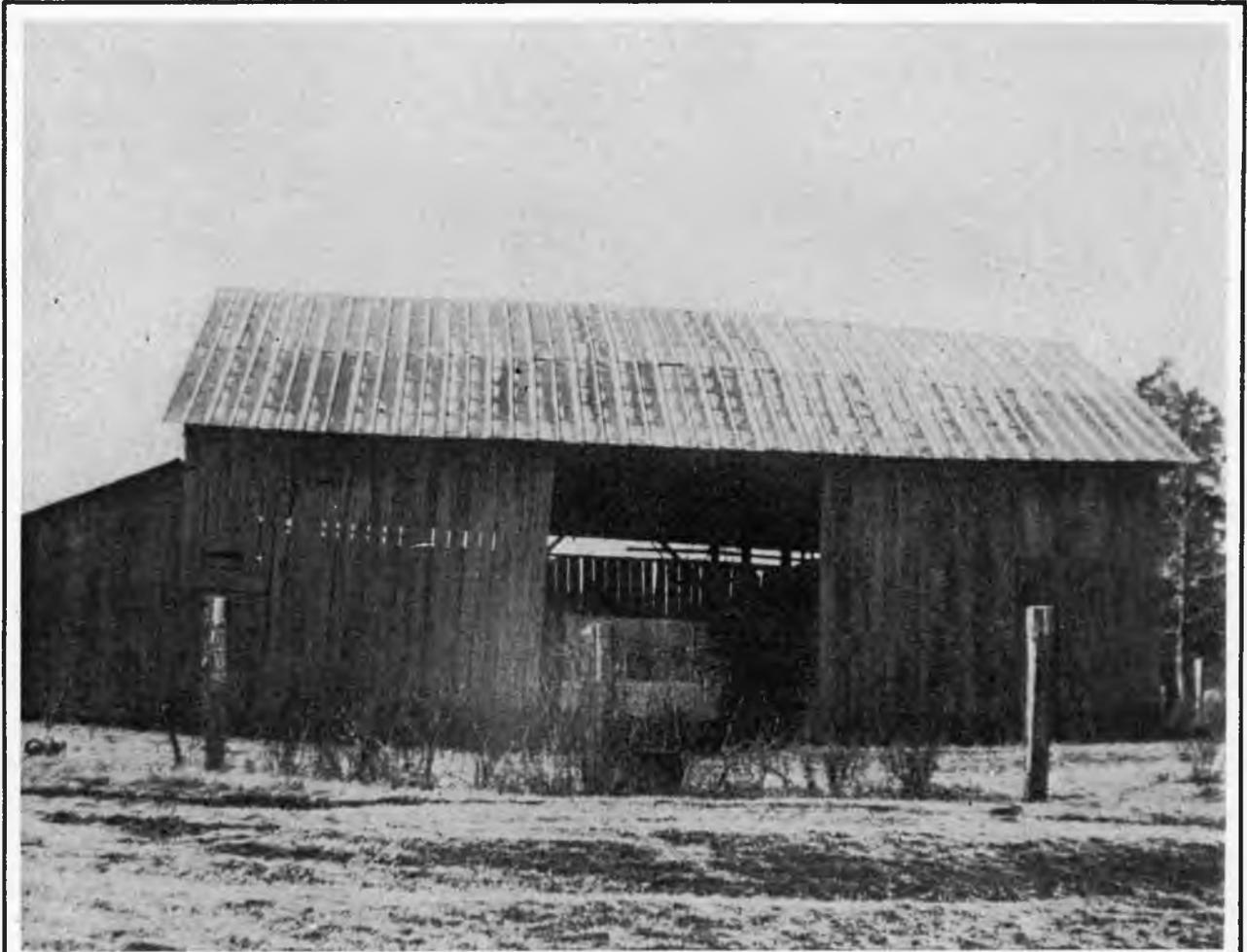


SOLWAY BRIDGE

~~RESTRICTED~~

EXHIBIT 1-6

~~RESTRICTED~~



TYPICAL BARN FOR AREA-H. VAN GILDER, SR. TRACT

~~RESTRICTED~~

~~SECRET~~



POPLAR CREEK (GALLAHER) BRIDGE

~~SECRET~~



TYPICAL TENANT HOUSE—ROANE COUNTY

7

~~RESTRICTED~~



WHEAT SCHOOL ROANE CO. BD. OF EDUCATION

~~RESTRICTED~~

~~RECEIVED~~
~~NOV 1 1951~~



AREA IN VICINITY OF WHEAT SCHOOL

~~RECEIVED~~
~~NOV 1 1951~~

~~RESTRICTED~~



EAST FORK BRIDGE - MCKINNEY ROAD

~~RESTRICTED~~

EXHIBIT C-17

~~REDACTED~~

JURY VERDICTS

TRACT NO. E-420

OWNER A. J. Rayfield

AREA 103.4 acres

ORIGINAL APPRAISAL \$6250 - \$60.44 Per Acre

REAPPRAISALS 6000 - 58.03 " "

6140 - 59.38 " "

6150 - 59.48 " "

6250 - 60.44 " "

JURY AWARD 10082 - 96.50 " "

LOCATION 13 miles southeast of Oliver Springs.

Remarks by appraiser: Location poor. On private road, over steep hill. $\frac{1}{4}$ mile from oil road. Some good bottom land (30 acres). Taxes \$81.00 per annum. Purchased 1928 for \$6000. Subsequent expenditures \$400.00.

COMPARABLE SALES

G-625, Andy Miller, 141.7 acres purchased 3/11/39. Sales price \$6050. \$43.00 per acre.

D-311, Ethel Byington, 235.6 acres. Purchased 7/15/40. Sales price \$12,000. \$51.00 per acre.

Comments on verdict: Regarded as grossly excessive, based on reappraisals and sales.



RESTRICTED

RESTRICTED
APPRAISAL SUPPLEMENT REPORT

Tract No. E-420



[Redacted]

APPRAISAL SUPPLEMENT REPORT

Tract No. E-420



EXHIBIT C-1-2

[REDACTED]
APPRAISAL SUPPLEMENT REPORT

Tract No. E-420



APPRAISAL SUPPLEMENT REPORT

Tract No. E-420



APPRAISAL SUPPLEMENT REPORT

Tract No. E-420



APPRAISAL SUPPLEMENT REPORT E-420

[REDACTED]

JURY VERDICTS

TRACT NO. E-415

OWNER T. W. Fox

AREA 145 acres

ORIGINAL APPRAISAL	\$ 8,500	-	\$ 58.62	Per Acre
REAPPRAISALS	8,700	-	60.00	" "
	10,000	-	68.96	" "
	8,950	-	61.73	" "
	9,000	-	62.07	" "
JURY AWARD	16,000	-	110.34	" "

LOCATION: 14 miles from Olive Springs on gravel road. 5 miles from paved highway #61. This is an attractive tract of land with very good improvements and fair to good land. Good location. Taxes \$48.60. Purchased in 3 tracts, 1921, 1923 and 1939. No prices available. Subsequent expenditures were constructing all the improvements.

COMPARABLE SALES

J-969, T. J. Lewis, 166 acres. Purchased 5/28/41. Sale price \$7500. \$45.00 per acre.

D-367, Harvey Gray, 174.7 acres. Sale price \$5500. \$32.00 per acre.

Comments on verdict: Very excessive. Good property but verdict out of line with sales.

~~DECLASSIFIED~~

APPRAISAL SUPPLEMENT REPORT

Tract No. E-415



~~DECLASSIFIED~~

EXHIBIT C-2-b

APPRaisal SUPPLEMENT REPORT

Tract No. E-415



RESTRICTED

EXHIBIT C-2-b

~~RESTRICTED~~
APPRAISAL SUPPLEMENT REPORT

Tract No. E-415



APPRAISAL SUPPLEMENT REPORT

Tract No. E-415



~~REDACTED~~

APPRAISAL SUPPLEMENT REPORT

[REDACTED]

Tract No. E-415



[REDACTED]

APPRAISAL SUPPLEMENT REPORT

Tract No. E-415



7-11-12

APPRAISAL SUPPLEMENT REPORT

Tract No. E-415



RECEIVED

EXHIBIT C-2-b

[REDACTED]
APPRAISAL SUPPLEMENT REPORT

Tract No. E-415



EXHIBIT C-2-b

[REDACTED]

JURY VERDICTS

TRACT NO. C-242

OWNER Nannie J. Cross

AREA 121.2 acres

ORIGINAL APPRAISAL \$7000 - \$57.75 Per Acre

REAPPRAISALS 7250 - 59.82 " "

8000 - 66.00 " "

JURY AWARD 8000 - 66.00 " "

LOCATION: 9 miles from Oliver Springs on a paved highway. A fair farm desirably located. Taxes \$189.00. Purchased 1907 for \$5200. Subsequent expenditures \$1500.

COMPARABLE SALES

F-522, Wilkie Keith, area 86 acres. Purchased 2/8/41. Sales price \$3942. \$46.00 per acre.

Comments on verdict: Reasonable in light of reappraisals and sales.

APPRaisal SUPPLEMENT REPORT

Tract No. C-242



ENCLOSURE

EXHIBIT C-2-C

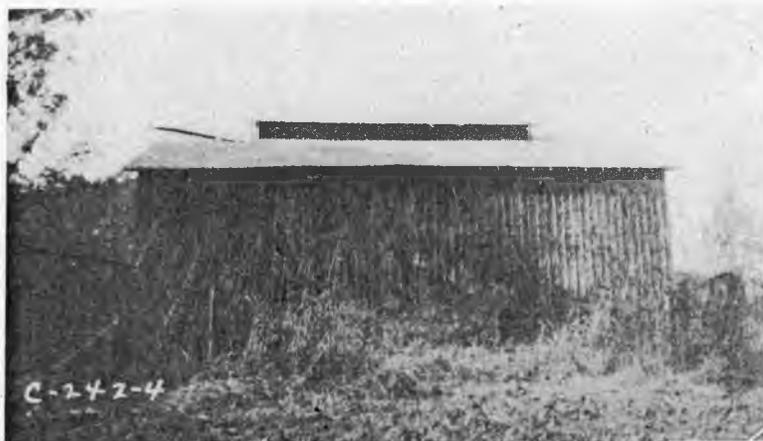
APPRAISAL SUPPLEMENT REPORT

Tract No. C-242



APPRAISAL SUPPLEMENT REPORT

Tract No. C-242



RECEIVED

OPTIONED

TRACT NO. 969

OWNER T. J. Lewis

AREA 166 acres

ORIGINAL APPRAISAL \$10,000 - \$60.24 Per Acre

REAPPRAISALS None

OPTION 10,000 - \$60.24 Per Acre

LOCATION: 6 miles from Oliver Springs on a gravel road. 4 miles from State road 61. Property purchased in 1941 for \$7500 and expenditures made in cash and use of lumber from former home added two rooms to house, repaired two barns and erected one barn.

COMPARABLE SALES

B-311, Ethel Byington, 235.6 acres. Sale price \$12000 or \$51.00 per acre.

G-625, Andrew Miller, 141.7 acres. Purchased March 11, 1939 for \$6,050 or \$43.00 per acre.

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APPRAISAL SUPPLEMENT REPORT

Tract No. J-969



~~_____~~
EXHIBIT C-1-1

RESTRICTED
APPRAISAL SUPPLEMENT REPORT

Tract No. J-969



RESTRICTED
APPRAISAL SUPPLEMENT REPORT

Tract No. J-969



~~RESTRICTED~~
APPRAISAL SUPPLEMENT REPORT

Tract No. J-969



~~RESTRICTED~~
OPTIONED

TRACT NO. E-457

OWNER Sam L. Crawford

AREA 274.5 acres

ORIGINAL APPRAISAL \$11,500 - \$41.89 Per Acre

REAPPRAISAL None

OPTION \$11,500 - \$41.89 Per Acre

LOCATION: Ten miles from Olive Springs on gravel road. Approximately 60 acres of desirable river bottom land. Improvements are adequate. Purchased in 1902 and 1922 for \$4850 and built all improvements.

COMPARABLE SALES:

G-625, Andy Miller, 141.7 acres. Sale price \$6050 in 1939. \$43.00 per acre

D-311, Ethel Byington, 235 acres. Sale price \$12,000 in 1940. \$51.00 per acre.

APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



APPRAISAL SUPPLEMENT REPORT

[REDACTED]

Tract No. E-457



[REDACTED]
APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



EXHIBIT C-1-6

~~CONFIDENTIAL~~
APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



~~CONFIDENTIAL~~
EXHIBIT C-149

APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



EXHIBIT C-2000

~~CONFIDENTIAL~~
APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



~~CONFIDENTIAL~~
EXHIBIT - 2-e

~~RESTRICTED~~



[Redacted]

APPRaisal SUPPLEMENT REPORT

Tract No. E-457



EXHIBIT C-457

~~CONFIDENTIAL~~
APPRAISAL SUPPLEMENT REPORT

Tract No. E-457



EXHIBIT 1

[REDACTED]

COMPROMISED STIPULATION

TRACT NO. F-561

OWNER M. E. Snodderly

AREA 570 acres

ORIGINAL APPRAISAL	\$14,600	-	\$25.61	Per Acre
REAPPRAISAL	14,673	-	25.74	" "
	15,650	-	27.45	" "
	14,480	-	25.40	" "
	15,700	-	27.54	" "
	15,300	-	26.84	" "
	14,000	-	24.56	" "
STIPULATED	17,000	-	29.82	" "

LOCATION: 8 miles from Oliver Springs on gravel road 3 miles from highway. A large farm with adequate improvements, near church and high school. 200 acres of tillable land. Taxes \$121.50. Purchased in 1936 for \$8000, subsequent expenditures of \$7000.

COMPARABLE SALES

D-311, Ethel Byington, 235 acres. Sale price \$12,000. \$51.00 per acre.

J-972, Browder, 324 acres. Sale price \$8000. \$25.00 per acre.

[REDACTED]

APPRAISAL SUPPLEMENT REPORT

Tract No. F-561



EXHIBIT C-141

~~CONFIDENTIAL~~
APPRAISAL SUPPLEMENT REPORT

Tract No. F-561



~~CONFIDENTIAL~~
EXHIBIT C

APPRAISAL SUPPLEMENT REPORT

Tract No. F-561



~~RESTRICTED~~
APPRAISAL SUPPLEMENT REPORT

Tract No. F-561



~~RESTRICTED~~

EXHIBIT C-2-1

RESERVED
APPRAISAL SUPPLEMENT REPORT

Tract No. F-561



APPRAISAL SUPPLEMENT REPORT

Tract No. F-561



~~CONFIDENTIAL~~

COMPROMISED STIPULATION

TRACT NO. G-624

OWNER C. W. & J. H. Davis

AREA 629 acres

ORIGINAL APPRAISAL	\$21,000	-	\$33.38	Per Acre
REAPPRAISALS	22,800	-	36.25	" "
	25,700	-	40.86	" "
	22,700	-	36.09	" "
	22,500	-	35.77	" "
STIPULATION	27,500	-	43.72	" "

LOCATION: 12 miles from Oliver Springs on gravel road. 6 miles from highway #61. Approximately 75 acres of river bottom land, 175 acres of pasture. Remainder in woodland. Taxes \$232. Purchased in 1929. Price not available.

COMPARABLE SALES

950 acres of similar river land in same vicinity sold in 1942 for \$28,000. \$29.00 per acre.

~~RESTRICTED~~

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



~~RESTRICTED~~

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



KLON...

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



EXHIBIT C-118

[REDACTED]
APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



EXHIBIT C-2-3

REDACTED
APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



EXHIBIT C-24

RESTRICTED
APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



RECORDED
APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



DEPT. OF TWD
APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



EXHIBIT C-2

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



EXHIBIT C-1-1

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



EXHIBIT 1024

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



RESERVE COPY

EXHIBIT G-27 R.

APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



APPRAISAL SUPPLEMENT REPORT

Tract No. G-624



[REDACTED]

COMPROMISED STIPULATION

TRACT NO. G-640

OWNER Howard Van Gilder

AREA 767.5 Acres

ORIGINAL APPRAISAL	\$20,000	-	\$26.06	Per Acre
REAPPRAISALS	19,370	-	25.24	" "
	22,000	-	28.66	" "
	18,500	-	24.10	" "
	21,900	-	28.53	" "
	21,250	-	27.68	" "
	21,500	-	28.01	" "
STIPULATION	25,000	-	32.57	" "

LOCATION: 9 miles from Oliver Springs. $3\frac{1}{2}$ miles from paved highway. Large farm but limited amount of tillable land. Bottom is fair to good but upland is poor. Well watered and fair buildings. Taxes \$221.40. Purchased in 1931. Price not available.

COMPARABLE SALES

J-972, W. H. Browder, 324 acres. Price \$8,000. \$25.00 per acre.

950 acre tract, across river from project sold in September 1942 for \$28,000. \$29.00 per acre.

APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



EXHIBIT C -

APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



G-640-4



G-640-5

APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



EXHIBIT C

KIDWELL
APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



PROPERTY

APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



F-111301 C-14

APPRaisal SUPPLEMENT REPORT

Tract No. G-640



Handwritten text, possibly a signature or date, is visible below the third photograph.

EXHIBIT C-4

APPRAISAL SUPPLEMENT REPORT.

Tract No. G-640



APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



APPRAISAL SUPPLEMENT REPORT

Tract No. G-640



APPROVED EXHIBIT

APPRAISAL SUPPLEMENT REPORT

Tract No. G-640

[REDACTED]



APPRAISAL SUPPLEMENT REPORT

Tract No. G-640

~~RESTRICTED~~



[REDACTED]

COMPROMISED STIPULATION

TRACT NO. H-763

OWNER E. B. Thacker

AREA 41.7 acres

ORIGINAL APPRAISAL \$1000 - \$23.98 Per Acre

REAPPRAISALS 1675 - 40.17 " "

1580 - 37.89 " "

1700 - 40.77 " "

STIPULATED 1500 - 35.97 " "

LOCATION: 15 miles from Oliver Springs on gravel road. A poor farm, land most all rough. Buildings are fair to good and adequate. Taxes \$21.48. Purchased in 1920 for \$2000. Subsequent expenditures \$150.

COMPARABLE SALES

G-626, Owensby, 52.7 acres. Sales price \$1500. \$28.00 per acre.

G-612, H. M. Brimer, 73 acres. Sale price \$2050. \$28.00 per acre.

APPRAISAL SUPPLEMENT REPORT

Tract No. H-763



APPRAISAL SUPPLEMENT REPORT

Tract No. H-763



EXHIBIT

APPRaisal SUPPLEMENT REPORT

Tract No. H-763



EXHIBIT C-2-1

~~SECRET~~

MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDIX "D"

TABULATIONS

<u>No.</u>	<u>Title</u>
1	Complete Status of All Condemnations Filed
2	Comparable Sales Data Tables VII to VIII
3	Comparison of Appraisals by Various Groups Tables I to IV
4	Appraisal Records of Access Road and Railroad Right-of-Way Tracts Table V
5	Appraisal Records of Leased Land Area Table VI

~~SECRET~~

[REDACTED]

STATUS OF CLINTON ENGINEER WORKS CONDEMNATIONS
IN ORIGINAL AREA

AS OF 31 DECEMBER 1946

CIVIL ACTION NO. 429			PARTIAL		FINAL		DATES OF FILING	
D.T.:	No. of:	Amount	DISTRIBUTION		DISTRIBUTION		Pat'n.	D.T.
No.:	Tracts:	Deposited:	No.	Amount	No.	Amount		
1	18	49,850	-	-	13	52,722.00	10-6-42	11-20-42
2	25	63,430	2	9,700.00	23	55,290.00	"	11-18-42
3	25	33,880	-	-	25	38,061.25	"	11-18-42
4	25	27,875	-	-	25	32,060.00	"	11-30-42
5	25	115,575	1	185.96	24	147,724.80	"	11-18-42
6	10	22,210	1	7,000.00	9	16,917.67	"	11-18-42
7	23	50,835	2	13,800.00	21	45,909.92	"	11-30-42
8	39	107,865	1	6,775.20	38	126,639.49	"	11-30-42
9	22	56,452	-	-	22	66,389.06	"	2-2-43
10	29	133,690	3	36,295.71	26	111,189.86	"	2-2-43
11	33	141,018	2	3,908.73	31	162,359.87	"	2-2-43
12	25	35,261	-	-	23	39,289.00	"	2-2-43
13	28	104,145	2	2,940.43	24	98,882.50	"	2-2-43
14	25	39,331	1	6,933.00	22	37,726.00	"	2-10-43
15	37	95,377	2	7,815.87	35	99,891.20	"	2-15-43
16	19	81,195	2	16,842.82	17	108,052.46	"	2-17-43
17	23	49,023	-	-	23	39,833.32	"	2-19-43
18	22	32,581	1	916.00	21	52,191.44	"	2-23-43
19	33	130,566	2	3,462.28	31	158,797.46	"	2-23-43
20	22	31,775	-	-	22	49,416.96	"	2-25-43
21	1	52,010	-	-	1	73,276.00	"	3-11-43
22	24	80,195	-	-	24	91,525.00	"	3-17-43
23	24	85,817	1	6,800.00	23	106,429.92	"	3-17-43
24	24	44,850	-	-	24	49,700.00	"	3-23-43
25	23	68,535	-	-	23	69,829.27	"	3-30-43
26	22	52,490	-	-	22	67,786.00	"	3-30-43
27	27	44,089	-	-	27	48,509.17	"	3-30-43
28	25	70,740	-	-	25	87,222.50	"	4-3-43
29	24	38,509	1	1.25	23	51,428.70	"	4-5-43
30	23	57,155	1	*	22	66,805.00	"	5-7-43
31	25	38,415	-	-	25	45,248.18	"	5-15-43
32	15	27,372	-	-	15	23,566.00	"	7-3-43
33	11	52,870	-	-	11	53,195.00	"	12-27-43
34	2	425	-	-	2	425.00	"	2-28-44

TOTALS: 771 2,115,175 25 125,355.25 742 2,365,084.98

Total Disbursement as of 31 December 1946 - \$2,486,440.23

*Included in D.T. 23.

NOTE: In some instances two or more tracts were acquired from the same owner in different Declarations of Taking and the combined award is included in only one of the D/T disbursement figures.

EXHIBIT D-1

[REDACTED]

RECORDED

STATUS OF CONDEMNATION PROCEEDINGS FOR CLINTON ENGINEER WORKS

Civil Action No. 539

<u>D.T. No.</u>	<u>No. of Tracts</u>	<u>Amount Deposited</u>	<u>Partial Distribution No.</u>	<u>Amount</u>	<u>Final Distribution No.</u>	<u>Amount</u>	<u>Dates of Filing Pet'n.</u>	<u>D.T.</u>
	16	\$10,591.00			16	\$11,511.00	7-26-43	1-1-44

Civil Action No. 577

	3	300.00			3	300.00	3-17-44	6-20-44
--	---	--------	--	--	---	--------	---------	---------

Civil Action No. 578

1	4	1,940.00			4	1,940.00	6-20-44	6-20-44
2	2	535.00			2	535.00	6-20-44	6-20-44
TOTAL	6	\$2,475.00			6	\$2,475.00		

Civil Action No. 613

1	14	\$11,442.96			.		9-20-44	3-1-45
---	----	-------------	--	--	---	--	---------	--------

*Annual rental awards for these 14 tracts amount to \$14,694.17

RECORDED

TABLE VII

SALES DATA: CLINTON ENGINEER WORKS, HARRIMAN, TENN.
RECENT SALES WITHIN PROJECT
SUMMARY OF SALES BY SIZE ✓

Less than 50 Acres

<u>YEAR</u>	<u>SALES</u>	<u>ACRES</u>	<u>AMOUNT</u>	<u>AVG. PER ACRE</u>
1939	2	79.7	\$ 1300	\$ 16.31
1940	3	73.4	1150	15.67
1941	2	31.4	370	11.78
1942	3	96.1	2290	23.83
Total	10	280.6	5110	18.21

50-99 Acres

1939	1	87.0	1200	13.79
1940	N	0	N	E
1941	5	346.2	11417	32.98
1942	7	498.6	13250	26.57
Total	13	931.8	25867 ✓	27.76

100-199 Acres

1939	1	141.7	6000	42.34
1940	2	301.7	7569	25.09
1941	4	625.6	15000	23.98
1942	5	637.9	14700	23.04
Total	12	1706.8	43269	25.35

200 Plus Acres ✓

1939	N	0	N	E
1940	1	235.6	12000	50.93
1941	1	333.	4500	13.51
1942	3	836.	16230	19.41
Total	5	1404.6	32730	23.30
GRAND TOTAL	40	4323.8	106,976	24.74

Original Appraisals - Clinton Engineer Works Project

Acres	Appraised Valuation	Average per Acre
55,180	\$2,135,415.00	\$38.70

EXHIBIT D-2

RESTRICTED

TABLE VIII

SALES DATA: CLINTON ENGINEER WORKS, HARRIMAN, TENN.
RECENT SALES WITHIN PROJECT
SUMMARY OF SALES BY DATE

<u>YEAR</u>	<u>ITEM</u>	<u>SALES</u>	<u>ACRES</u>	<u>AMOUNT</u>	<u>AVG. PER ACRE</u>
1939	Less than 50 Acres	2	79.7	\$ 1,300	16.31
	50-99 Acres	1	87.0	1,200	13.79
	100-199 Acres	1	141.7	6,000	42.34
	Total	4	308.4	8,500 ✓	27.56 ✓
1940	Less than 50 Acres	3	73.4	1,150	15.67 ✓
	100-199 Acres	2	301.7	7,560	25.09
	200 Plus Acres	1	235.6	12,000	50.93
	Total	6 ✓	610.7	20,719	33.93 ✓
1941	Less than 50 Acres	2	31.4	370	11.78
	50-99 Acres	5	346.2	11,417	32.98
	100-199 Acres	4	625.5	15,000	23.98
	200 Plus Acres	1	333.	4,500	13.51
	Total	12 ✓	1,336.1 ✓	31,287	23.42 ✓
1942	Less than 50 Acres	3	96.1	2,290	23.83
	50-99 Acres	7	498.6	13,250	26.57
	100-199 Acres	5	637.9	14,700	23.04
	200 Plus Acres	3	836.	16,230	19.41
	Total	18 ✓	2,068.6 ✓	46,470 ✓	22.46 ✓
GRAND TOTAL		40 ✓	4,523.8 ✓	106,976 ✓	24.74 ✓

Original Appraisals - Clinton Engineer Works Project

Acres	Appraised Valuation	Average per Acre
55,180	\$2,135,415.00	\$38.70

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~~CONFIDENTIAL~~

Table I - Showing acquisition of 506 tracts in fee at or below
appraised value of land and crops - By appraisal agencies

<u>Appraisers</u>	<u>No.</u>	<u>Appraisal</u>	<u>Closed at</u>
<u>Ohio River Division</u>			
Arnett	57	\$ 115,215	\$ 115,122
Dunbar	58	67,560	67,135
Hunt	3	8,890	8,890
Norris	20	35,960	35,960
Totals	<u>138</u>	<u>227,625</u>	<u>227,107</u>
<u>FLB - Columbia</u>			
Wall	2	5,504	5,300
<u>FLB - Louisville</u>			
J. T. Alexander	57	98,590	97,614
W. Alexander	9	14,682	14,682
Baker	40	101,485	100,560
Brown	8	7,700	7,700
Caldwell	32	44,247	44,191
Fos	56	106,667	106,667
Sullivan	38	63,922	63,922
Totals	<u>236</u>	<u>437,093</u>	<u>435,336</u>
<u>FLB - New Orleans</u>			
Eustace	4	7,396	7,110
Frederick	15	47,475	47,475
Goodwin	51	77,174	76,980
Spann	30	75,898	75,656
Trussell	6	4,800	4,800
Totals	<u>106</u>	<u>212,743</u>	<u>212,021</u>
<u>FLB - St. Louis</u>			
Rogers	2	2,000	2,000
Hugh Smith	17	36,620	36,273
Totals	<u>19</u>	<u>38,620</u>	<u>38,273</u>
<u>TVA</u>			
Cavannah	2	5,080	5,080
Clemens	2	5,000	5,000
Nugent	1	2,700	2,700
H. C. Smith	1	3,300	3,300
Totals	<u>6</u>	<u>16,080</u>	<u>16,080</u>
GRAND TOTALS	506	\$937,665	\$934,117

~~RECEIVED~~

**Table II - Showing Fee acquisition of 149 tracts by condemnation
resulting in jury verdicts - By Appraisal Agencies**

Appraisers	No. of Tracts	Appraised at	Latest Appraisal	Verdicts	% Increase over Appraisal	Reappraisal
Ohio River Division						
Arnett	11	\$ 48,365	\$ 52,156	\$ 64,440.03		
Dunbar	16	86,620	98,635	116,912.46		
Norris	3	300	300	300.00		
TOTAL	30	\$135,285	\$151,071	\$ 181,652.49	34.3	20.2
FLB - Louisville						
J. T. Alexander	12	\$ 79,806	\$ 86,746	\$ 116,890.52		
W. Alexander	6	21,751	24,831	26,150.00		
Baker	19	101,127	118,822	138,780.21		
Caldwell	5	27,082	29,635	35,429.10		
Fee	11	52,873	53,830	68,742.00		
Sullivan	6	58,871	60,100	81,716.16		
TOTAL	60	\$340,670	\$378,965	\$ 467,677.99	37.3	23.4
FLB - New Orleans						
Eustace	3	\$ 10,950	\$ 13,995	\$ 18,450.00		
Frederick	4	13,900	15,492	20,510.00		
Goodwin	22	76,743	87,538	123,500.17		
Spann	19	98,728	109,838	145,355.33		
TOTAL	48	\$200,321	\$226,865	\$ 302,815.50	51.2	33.4
FLB - St. Louis						
H. Smith	7	\$ 34,588	\$ 39,382	\$ 51,085.00		
Rogers	1	350	350	350.00		
TOTAL	8	\$ 34,938	\$ 39,732	\$ 51,435.00	47.2	29.5
TVA						
Clemens	1	\$ 2,170	\$ 2,180	\$ 3,064.92		
Nugent	1	2,000	2,042	2,500.00		
Walker	1	1,200	1,350	1,650.00		
TOTAL	3	\$ 5,370	\$ 5,572	\$ 7,204.92	34.2	29.3
GRAND TOTALS	149	\$716,584	\$802,001	\$1,010,785.90	41.1	26.0

EXHIBIT D-3

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**Table III - Showing fee acquisition of 161 tracts by stipulations -
By Appraisal Agencies**

Appraisers	No. of Tracts	Appraised at	Latest Appraisal	Stipula- tions at Appraisal	% Increase over Reap- praisal
<u>Ohio River Division</u>					
Arnett	21	\$186,401	\$224,900	\$235,655.00	
Dunbar	14	46,218	49,931	56,875.00	
Hunt	1	675	675	1,000.00	
Norris	2	600	600	750.00	
TOTAL	<u>38</u>	<u>\$233,894</u>	<u>\$276,106</u>	<u>\$294,280.00</u>	25.8 6.6
<u>FLB - Louisville</u>					
J.T. Alexander	18	\$ 33,986	\$ 41,548	\$ 48,350.25	
W. Alexander	2	2,975	3,833	4,900.00	
Baker	16	44,415	57,910	67,140.00	
Galdwell	10	22,554	27,680	31,946.00	
Poe	11	20,750	24,555	27,480.00	
Sullivan	6	17,650	20,430	21,730.00	
TOTAL	<u>63</u>	<u>\$142,589</u>	<u>\$176,431</u>	<u>\$201,546.25</u>	41.4 14.9
<u>FLB - New Orleans</u>					
Frederick	4	\$ 6,800	\$ 7,154	\$ 9,700.00	
Goodwin	17	33,302	40,575	42,746.40	
Spann	13	30,046	35,740	43,595.00	
Trussell	5	9,035	10,803	12,772.67	
TOTAL	<u>39</u>	<u>\$ 79,183</u>	<u>\$ 94,272</u>	<u>\$108,814.07</u>	37.4 16.0
<u>FLB - St. Louis</u>					
H. Smith	6	\$ 13,750	\$ 18,062	\$ 20,010.00	45.5 10.8
<u>TVA</u>					
Cavannah	1	\$ 1,800	\$ 2,215	\$ 2,500.00	
Clemens	1	\$ 5,800	4,335	4,750.00	
H. C. Smith	1	1,700	2,255	2,550.00	
Underwood	1	2,000	3,100	3,000.00	
Walker	1	2,700	2,471	3,117.03	
TOTAL	<u>5</u>	<u>\$ 12,000</u>	<u>\$ 14,376</u>	<u>\$ 15,917.03</u>	32.6 10.7
GRAND TOTALS	161	\$461,366	\$577,747	\$640,367.35	33.1 10.9

EXHIBIT D-3

RESTRICTED

Table IV - Showing records of appraisers of 806 tracts acquired by fee, with percentage of total settled above appraised values - By appraisal agencies

Agency & Appraiser	State from	Closed at or below	Closed above Appraisal		Total	Total No. of Tracts	Percent above App'
			Stipulations	Verdicts			
<u>Ohio River Division</u>							
Arnett	Ind	57	21	11	32	89	36.0
Hunbar	Ky	58	14	16	30	88	34.1
Hunt	Ky	3	1		1	4	25.
Norris	Tenn	20	2	3	5	25	20.
Totals		138	38	30	68	206	35.0
<u>Federal Land Banks</u>							
<u>Columbia</u>							
Wall	N.C.	2				2	None
<u>Louisville</u>							
J. T. Alexander	Tenn	57	18	12	30	87	34.5
W. Alexander	Ky	9	2	5	7	16	43.7
Baker	Ky	40	16	19	35	75	46.6
Brown	Tenn	3				3	None
Caldwell	Tenn	32	10	5	15	47	31.9
Poe	Tenn	56	11	11	22	78	28.2
Sullivan	Tenn	38	6	8	14	52	26.9
Totals		235	63	60	123	358	34.4
<u>New Orleans</u>							
Eustace	Ala	4		3	3	7	42.9
Frederick	Ala	15	4	14	8	23	34.8
Goodwin	Miss	51	17	22	39	90	43.3
Spann	Ala	30	13	19	32	62	51.6
Trussell	Miss	6	5		5	11	45.4
Totals		106	39	48	87	193	45.1

EXHIBIT D-3

RECORDED

Agency & Appraiser	State from	Closed at or below	Closed above Appraisal		Total No. of Tracts	Percent above Appr
			Stipulations	Verdicts		
St. Louis						
Rogers	Ark	2		1	1	3
H. Smith	Ark	17	6	7	15	30
Totals		19	6	8	14	33
						42.4
TVA						
Cavannah	Tenn	2	1		1	3
Clemens	Tenn	2	1	1	2	4
Nugent	Ky	1		1	1	2
H. C. Smith	Tenn	1	1		1	2
Underwood	Ala	1	1		1	2
Walker	Tenn	1		1	1	2
Totals		6	6	3	6	14
						57.1
Grand Totals		506	151	149	300	806
						37.2

EXHIBIT D-5

RECORDED

~~RESTRICTED~~

Table V - Showing appraisals and status of 38 tracts in Segment M -
Easements for Access Roads

How Acquired	No. Tracts	Appraised Value	Option Price	Deposit in Court	Final Payment
Options	32	\$15,867	\$15,367		\$13,867
Condemnations					
Price Disagreement	1	935		\$ 935	935
Title defects	<u>5</u>	<u>1,540</u>		<u>1,540</u>	<u>1,540</u>
TOTALS	38	\$18,142	\$15,367	\$2,475	\$15,842

EXHIBIT D-4

~~RESTRICTED~~

TABLE VI

APPRAISALS OF LEASED LANDS

SEGMENTS K (in part) AND O

How Acquired	No.	Valuations	
		Value	Rental
Direct Leases	24	\$ 45,552	\$ 5,695
Title Condemned	2	5,000	700
Condemnations	12	88,255	13,960
		<hr/>	<hr/>
TOTAL	38	\$138,807	\$20,355

Exh. D-5



~~SECRET~~

MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDIX "E"

GRAPHS

Title

No.

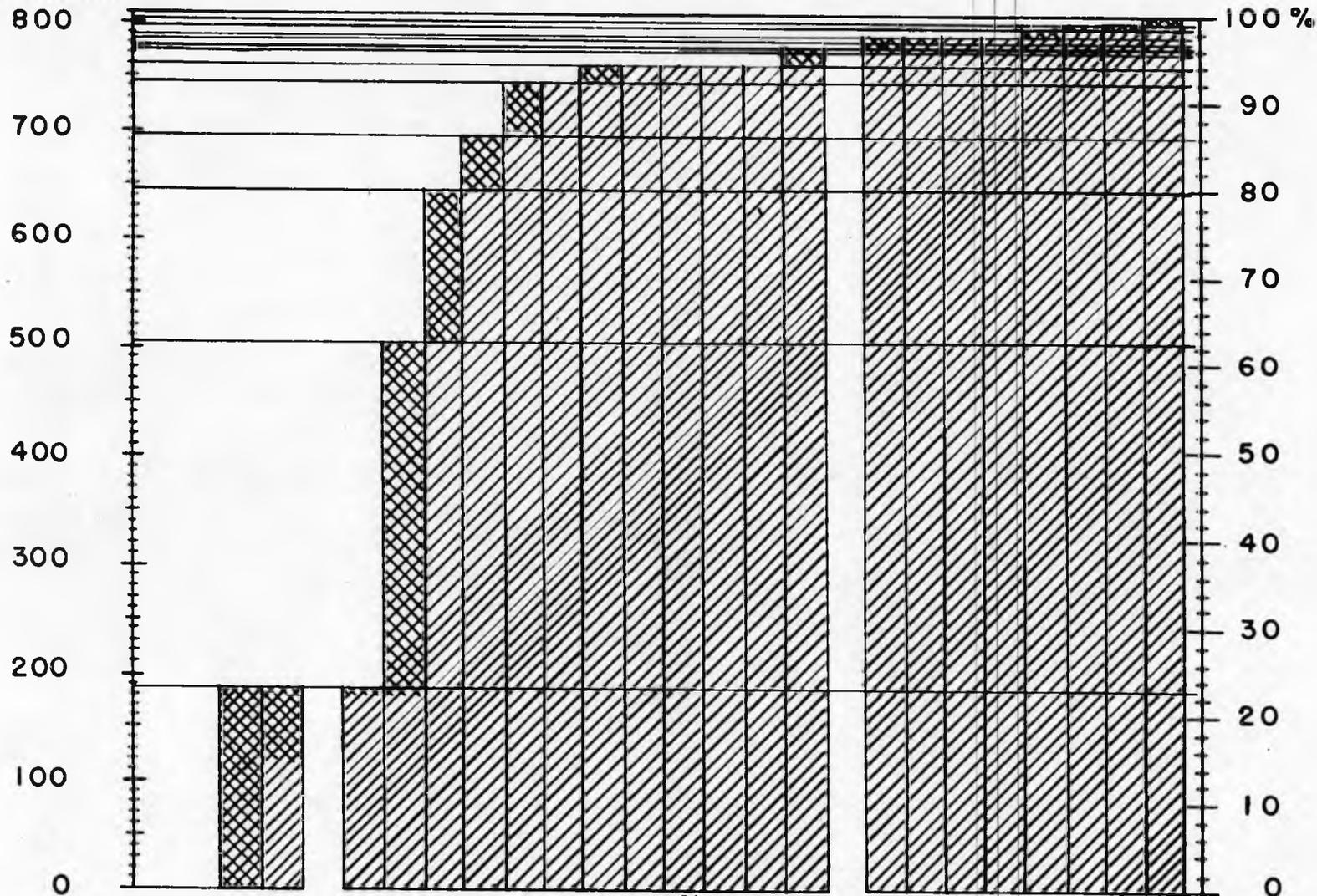
- 1 Graph of Progress in Fee Acquisition
- 2 Graph of Progress in Lease Acquisition
- 3 Graph of Progress in Easement Acquisition
- 4 Graph of Progress in Use Permit Acquisition, Tennessee Valley Authority

~~SECRET~~

1954 15

FEE ACQUISITION GRAPH

NO. OF TRACTS ACQUIRED



Note:
Represents date deed executed or
Declaration of taking filed.

1942

OCTOBER

NOVEMBER

DECEMBER

1943

JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE

JULY

AUGUST

SEPTEMBER

OCTOBER

NOVEMBER

DECEMBER

1944

JANUARY

FEBRUARY

MARCH

APRIL

MAY

JUNE

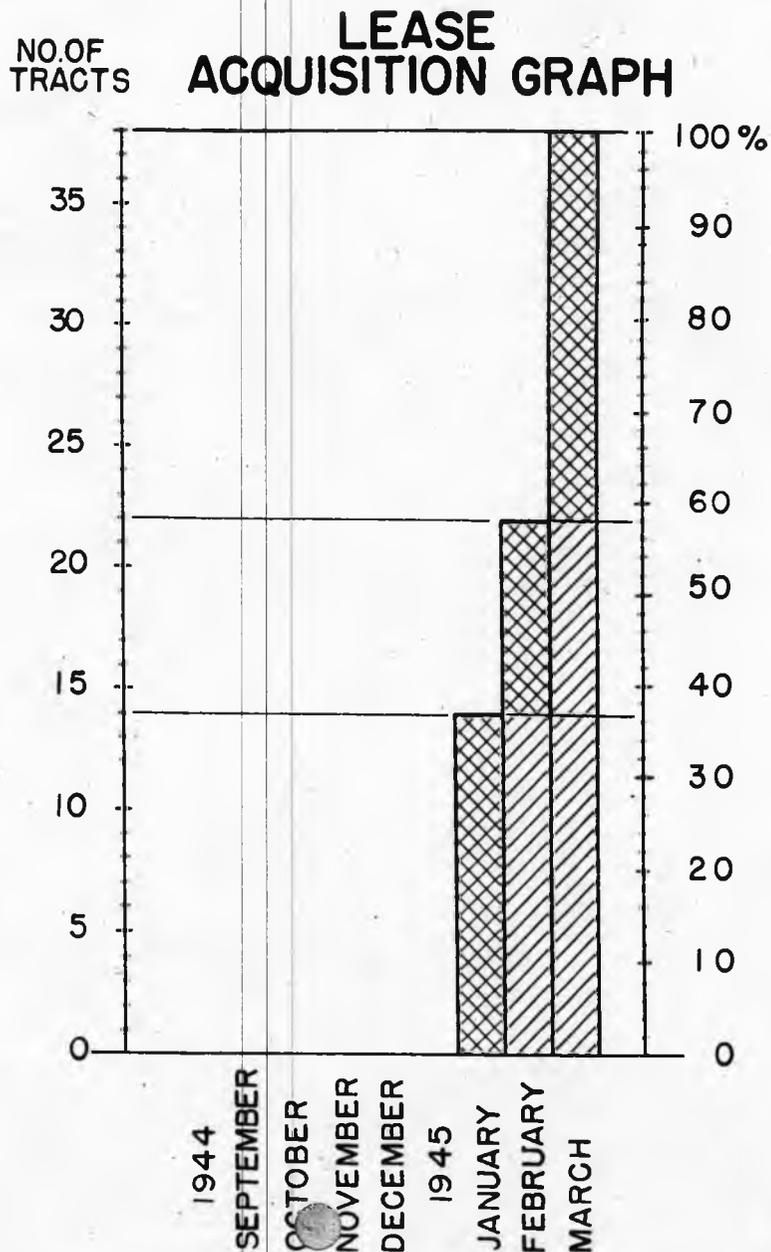
JULY

AUGUST

WAR DEPARTMENT
OHIO RIVER DIVISION
U.S. ENGINEERS
CLINTON ENGINEER WORKS
HARRISBURG, TENNESSEE

EXHIBIT E I

EXHIBIT E-2



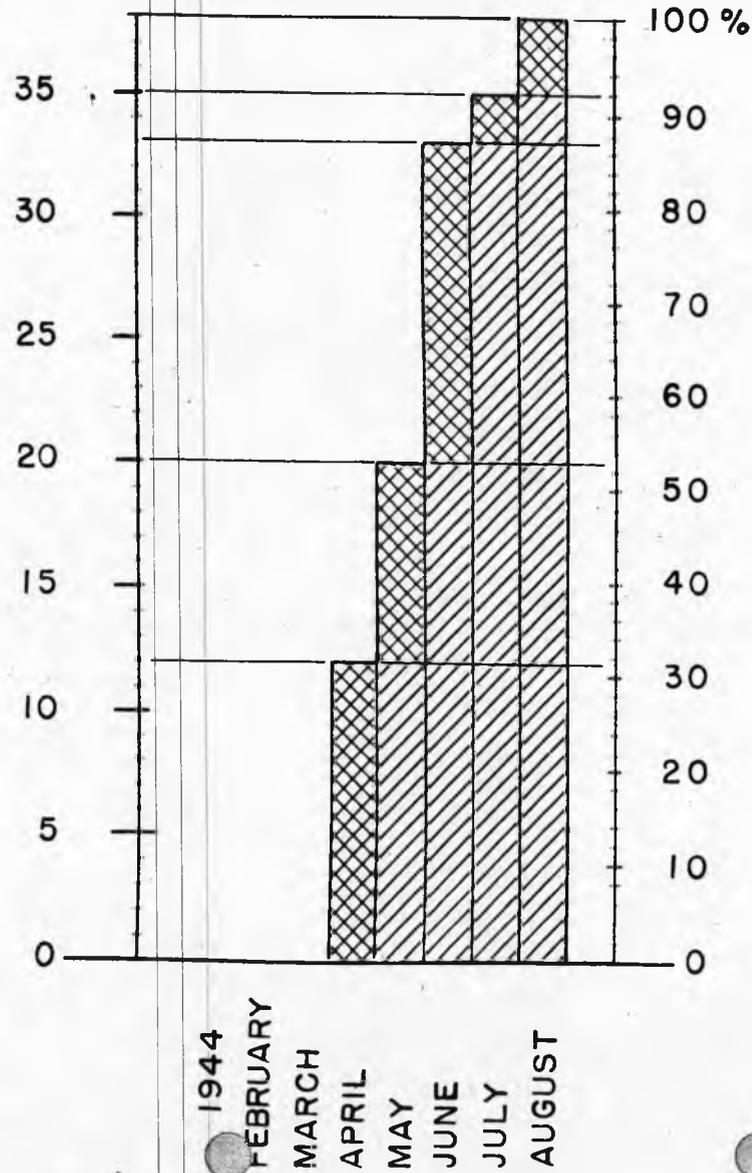
Note:
Represents date of distribution or Declaration of Taking filed.

WAR DEPARTMENT
OHIO RIVER DIVISION
U. S. ENGINEERS
CLINTON ENGINEER WORKS
HARRIMAN, TENNESSEE

EXHIBIT E-3

NO. OF TRACTS

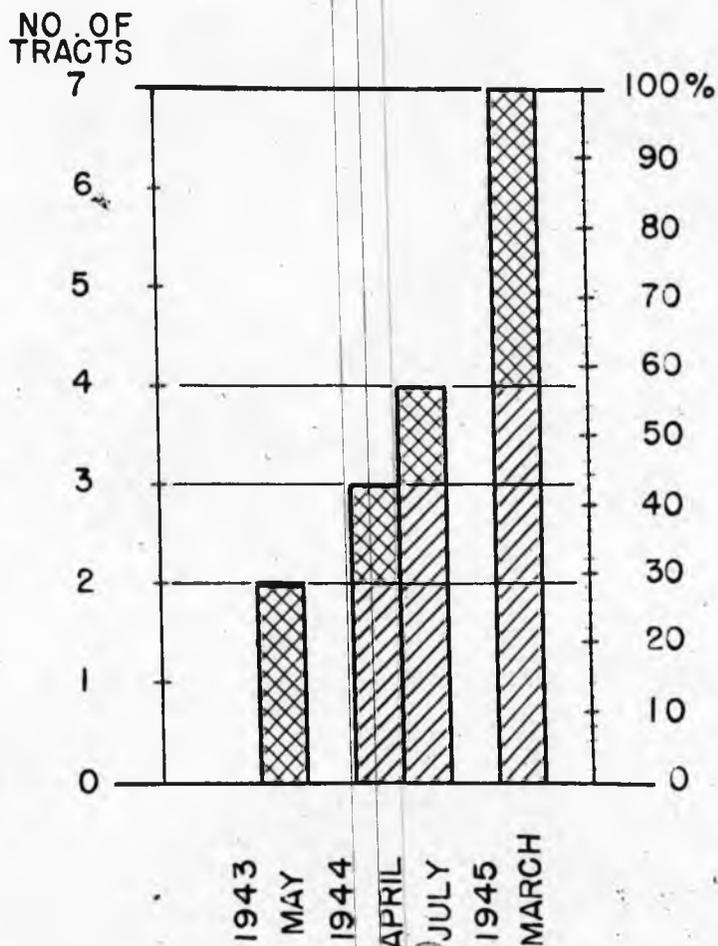
EASEMENT ACQUISITION GRAPH



Note:
Represents date of deed or
Declaration of Taking filed.

WAR DEPARTMENT
OHIO RIVER DIVISION
U. S. ENGINEERS
CLINTON ENGINEER WORKS
HARRIMAN, TENNESSEE

T.V.A. USE PERMIT GRAPH



NOTE: Only months in which action took place are shown.

Represents date of use permit.

EXHIBIT E-14

WAR DEPARTMENT
OHIO RIVER DIVISION
U. S. ENGINEERS
CLINTON ENGINEER WORKS
HARRIMAN, TENNESSEE

~~SECRET~~

MARIETAN DISTRICT HISTORY

BOOK 1 - GENERAL

VOLUME 10 - LAND ACQUISITION CASE

APPENDIX "F"

MISCELLANEOUS INFORMATION

<u>No.</u>	<u>Title</u>
1	Chronological History
2	List of Appraisers and Their Background
3	List of Negotiators and Their Background
4	Organization Chart a. Organization Flow Chart
5	Newspaper Clipping Taken from Knoxville Journal, Knoxville, Tennessee, 6 December 1943, and Comments on Recommendations a. Statement of Harvey Gray b. Statement of W. T. Fritchett c. Stipulation Signed by Dickey Griffith

~~SECRET~~

Chronological List of Events in the Acquisition of Clinton Engineer Works, Harriman, Tennessee

<u>Date</u>	<u>Event</u>
23 July 1942	Telephone request from Col. John J. O'Brien, Chief, Real Estate Branch, Office, Chief of Engineers, to Mr. M. J. O'Eyrne, Real Estate Director, Ohio River Division, to prepare gross appraisal. ✓
3 August 1942	Mr. Orrin Thacker, of Office, Division Engineer, completed gross appraisal covering 80,000 acres of land. ✓
19 September 1942	Letter from Office, Chief of Engineers, requested revision of acreage and gross appraisal. ✓
26 September 1942	Revised gross appraisal prepared. ✓
28 September 1942	Project Office opened in Harriman, Tennessee. ✓
29 September 1942	Real Estate directive for 56,200 acres of land issued. ✓
6 October 1942	Petition in condemnation for entire area filed. ✓
7 October 1942	Order of possession for entire area effective. ✓
30 October 1942	First Declaration of Taking Assembly submitted to Chief of Engineers by Ohio River Division. ✓
15 November 1942	Owners in critical construction area requested to vacate by 15 November 1942. ✓
16 November 1942	Declarations of Taking Nos. 2, 3, 4, 5 and 6 submitted to Chief of Engineers. ✓
18 November 1942	Declarations of Taking Nos. 2, 3, 4 , 5 and 6 filed. ✓
20 November 1942	Declaration of Taking No. 1 filed. ✓
20 November 1942	Negotiations for stipulations were begun and first stipulations obtained. ✓
Approximately 20 November 1942	Knoxville Journal and Knoxville News Sentinel criticized appraisal prices. Land owners immediately organized. ×
1 January 1943 to 15 January 1943	Final distribution made to land owners on twenty-eight tracts. Partial distribution made to land owner on one tract. ×

Chronological List of Events in the Acquisition of Clinton Engineer Works,
Harriman, Tennessee

<u>Date</u>	<u>Event</u>
19 February 1943	Report made by George E. Farrell, Principal Agriculture Specialist, US Department of Agriculture, concerning management and appraisal practices, Kingston Demolition Range, Harriman, Tennessee. (See Appendix <u>B-2</u> copy of report). ✓
24 March 1943	Hearings before a jury of view on five tracts. ✓
18 May 1943	First condemnation trial in Federal Court. ✓
3 July 1943	Acquisition of 70 acres of land for railroad spur authorized. ✓
26 July 1943	Possession of land for railroad spur granted by Federal Court. ✓
11 August 1943	Investigation of land procedure by House Military Affairs Sub-Committee at Clinton, Tennessee. ✓
12 August 1943	House Military Affairs Sub-Committee continues investigation at Kingston, Tennessee. ✓
25 September 1943	Directive for 47.7 acres of land from Loueazy Collins for quarry site issued. ✓
7 October 1943	Mrs. Collins was paid for land by direct purchase. ✓
6 December 1943	According to an article appearing in the Knoxville Journal on 6 December 1943, ten recommendations to the War Department were released by Representative Clifford Davis, Chairman of the House Military Affairs Sub-Committee. ✓
7 February 1944	Directive for acquisition of approximately 62 acres by perpetual easement for an access road. ✓
1 March 1944	Directive for acquisition of 17 acres in fee simple for access road issued. ✓
18 March 1944	Possession granted by Federal Court of 17 acres in fee simple for access road. ✓
21 March 1944	Possession for 62 acres for access road granted by Federal Court. ✓
10 June 1944	All acquisitions completed which enabled closing of Project Office. ✓
28 August 1944	Directive for acquiring 2800 acres issued. ✓

Chronological List of Events in the Acquisition of Clinton Engineer Works,
Harriman, Tennessee

<u>Date</u>	<u>Event</u>
1 September 1944	Project Office opened in Harriman, Tennessee. ✓
20 September 1944	Petition in condemnation for fee simple acquisition filed. Order for possession of land effective immediately granted by Federal District Court. Order for possession of buildings was to be effective 15 November 1944. ✓
15 November 1944	Negotiations for leases begun. ✓
23 February 1945	Project Office closed. ✓
1 March 1945	Petition in Condemnation amended to acquire a leasehold estate and Declaration of Taking for fourteen tracts in leasehold area filed. ✓
30 April 1945	Motion filed by Reese Martin Gallaher, owner of Tract No. K-1020 to set aside the order previously granted whereby the interest in land was changed from a fee estate to a term of years. ✓

LIST OF APPRAISERS WITH BRIEF BACKGROUND OF EACH

1. Assigned from Federal Land Banks.

a. Columbia, South Carolina:

R. J. Wall, Mars Hill, N. C. Owns and operates own farm. Has been a land bank appraiser since March 17, 1927. Performed work in North and South Carolina and northern Georgia. Performed work for the TVA in North Carolina and Tennessee. Mr. Wall was with the project for only a few days and only two of his appraisals were approved for negotiation, both of which were closed at the appraisals.

b. Louisville, Kentucky:

John T. Alexander. Native of middle Tennessee, owning and operating farms in that territory. Graduate of Cumberland University. Taught agriculture in Tennessee schools. Represented a large insurance company in disposing of farm real estate. Served as land bank appraiser since 1933. Made appraisals in middle and eastern Tennessee.

Willis Alexander. Mr. Alexander is a native of central Kentucky. Owned and managed farms there for approximately thirty years. In the real estate and building business, connected with a large life insurance company in loaning on real estate and sale of acquired properties in Kentucky, Indiana and Tennessee. Has served as a land bank appraiser since September 1933, most of his assignments being in middle and eastern Tennessee. Served in responsible capacities for the bank and as reviewing appraiser for the War Department.

James M. Baker. Native of Central Kentucky. Has owned and managed farms there for many years. Has been employed by tobacco corporations and Department of Agriculture as a tobacco grader. Appraisal experience in Kentucky, Ohio and Tennessee.

W. G. Brown. Native of western Tennessee and has owned and managed farms there for a number of years. Graduate of the College of Agriculture of the University of Tennessee. Served as County Agent for three years. Appointed land bank appraiser in 1933 with experience in Kentucky and Tennessee. Is well informed as to the farm real estate market in those states. Served with War Department on a number of military projects.

H. C. Caldwell (deceased). Native of western Tennessee where he operated and managed farms for many years. Has served as chairman of the AAA in his community. Employed by the Resettlement Administration to option land for purchase throughout Tennessee. Served with the Production Credit Corporation three years and has served as appraiser on a number of military projects for the War Department.

R. E. Poe. Resident of Chattanooga, Tennessee. Purchased and sold real estate in that vicinity. Assigned to War Department on numerous projects in Tennessee and Kentucky. Is well informed on real estate conditions.

G. A. Sullivan. Native of Wilson County Tennessee. Has managed and operated farms in Tennessee for many years. Employed by the Department of Agriculture as an appraiser of lands throughout the state. Has served in a number of military acquisitions by the War Department.

c. New Orleans, Louisiana:

H. T. Eustace. Native of Jackson County, Alabama. Owns and operates farms and engaged in farm management. Experience in appraising for private banks, individuals and TVA. Served as land bank appraiser from 1933 to 1935. Mr. Eustace made very few appraisals on the subject project and was released.

C. W. Frederick. Native of Marion County, Alabama. Graduate of Alabama Polytechnic Institute. Served six years as County Agent. Has been a land bank appraiser for the past seven years. Is represented to be efficient and trustworthy.

J. M. Goodwin. Native of Panola County, Mississippi. Graduate of Mississippi State College. Appointed land bank appraiser October 1941.

M. S. Spann. Native of Dothan, Alabama. Graduate of Alabama Polytechnic Institute. Appointed land bank appraiser October 1933 and has made a good record with the bank. Now in wholesale grocery business in his home town.

E. W. Trussell. Native of Mississippi. Graduate of Mississippi State College where he subsequently taught. Has served as land bank appraiser for the past twelve years. Said to be efficient and dependable.

d. St. Louis, Missouri:

J. B. Rogers. Native of Arkansas where he was cashier and manager of a bank. Served as land bank appraiser since 1933 making loans and selling farms. A very extensive appraisal experience and rated highly.

Hugh Smith. Native of Arkansas. Has served as Collector and real estate salesman with the Federal Land Bank since 1930. Mr. Smith was used principally on assignment of appraisals while on the work in the Clinton Engineer Works.

2. Ohio River Division:

Ralph E. Arnett. Native of Indiana. Served as land bank appraiser with Federal Land Bank, St. Louis, and also as a county agent. Has been with the Ohio River Division for several years appraising in Ohio, Indiana, Kentucky and Tennessee.

John Dunbar. Native of Kentucky. Owner and operator of farms. Served with the AAA. Made appraisals for the Department of Justice in connection with condemnations. Mr. Dunbar has shown good judgment of lands since coming with the Division in 1942.

3. TVA Land Appraisers:

George Washington Cavanah. Engaged in general farm work buying and handling tobacco. Head of the Real Estate Department for Kentucky-Tennessee Appraisal Division, TVA. Appraisal work for TVA in Kentucky, Tennessee and North Carolina.

Robert B. Clemens. Experience in Real Estate sales and buying, appraisals, farm work. Employed as land appraiser in 1934 by TVA appraising in Tennessee and North Carolina.

Henry McNutt Cox. Native of Tennessee. Served as county agricultural agent. Engaged in farming, mortgaged loans and city and farm appraisals. Employed by TVA in 1939 making appraisals in Tennessee and North Carolina.

Leslie Nugent. Native of Kentucky. Experience in farming, selling lands, appraising for the Federal Land Bank of Louisville and for the FHA. Employed by TVA as a land appraiser in 1938 and subsequently appraised in Tennessee and North Carolina. Member of the TVA Appraisal Committee.

L. Clyde Smith. Engaged in lumber business, farming, real estate salesman and appraiser. Employed by TVA in 1941 and appraised in Tennessee and North Carolina. Given Excellent ratings.

H. C. Underwood. Native of Alabama. Previous experience in teaching and farming. Rental agent, lumber inspector and mining. Employed as land buyer at Wilson Dam, Tennessee, in 1933 and had subsequent appraisal experience in Alabama, Kentucky and Tennessee.

Albert V. Walker. Previous experience as salesman, real estate, banking and appraisal work. Employed as land appraiser for TVA in 1934. Made appraisals at Wilson Dam and other TVA projects in Tennessee and North Carolina.

Timber tallymen and clerks: F. D. Atkins, W. T. Cloud, Edward J. Flautt, B. J. Freutel, J. C. Hargis, W. H. Mooney, Thomas J. Pflueger, Bruce Callender Rauhof, E. A. Trantham, E. M. Turner, H. M. Williams. The above listed men were engaged in cruising timber in accordance with TVA practices and reported valuations thereon to the appraisers.

4. Timber cruisers, Ohio River Division:

H. C. Hicks. Employed for supervising timber work and discharged for reasons.

William E. Payton of Rockport, Indiana, reviewed timber cruising work. Is an employee of the Ohio River Division and has a splendid record.

5. In addition to the men named above whose work was principally confined to the original acquisition, the following men performed appraisal for acquisition of access roads, railroad spurs and safety belt:

Claud S. Hart. Native of Georgia with appraisal experience for Federal Land Bank of Columbia and the Corps of Engineers. Transferred to the Ohio River Division. Appraisal experience in Kentucky and Tennessee.

John E. Hunt. Served as land bank appraiser for the Federal Land Bank of Louisville for many years. Experience in appraisal work in Indiana, West Virginia, Kentucky, Ohio and Tennessee.

J. C. Norris. Native of Tennessee. Eleven years experience in appraisal work for large insurance company. Employed by the Division for reviewing appraisal work in 1942. Was the Reviewing Appraiser for the Clinton Engineer Works effective the Spring of 1943.

S. N. Varnell. Employed on contract to make special reports on orchard properties. He is a well known horticulturist of Cleveland, Tennessee. Made only three appraisals as an expert to advise land appraisers.

APPRAISERS USED ON REAPPRAISALS ONLY

6. The following residents living near the project were engaged to reappraise all properties in condemnation which were likely to be tried in court: W. Frank Jones, R.F.D. #2, Harriman, Tennessee; J. S. Parten, Oliver Springs, Tennessee; John T. Staples, Rockwood, Tennessee. The qualifications of these men were principally that they were farmers, dealt more or less in real estate and were said to be acquainted with values in the neighborhood. These men are usually referred to as appraisers for the Department of Justice.

7. In addition to the foregoing there were three men living in Knoxville engaged in the real estate business who were employed to reappraise school buildings, churches and some of the larger properties involving over \$10,000. They also made some reappraisals of similar properties: A. M. Hill, 703 Market Street, Knoxville, Tennessee; J. P. McMillin, 607 Market Street, Knoxville, Tennessee; Frank A. McSpadden, 615 $\frac{1}{2}$ Market Street, Knoxville, Tennessee.

LIST OF NEGOTIATORS WITH BRIEF BACKGROUND OF EACH

Guy F. Allen

Born 16 March 1906 at Ashland City, Tennessee. Completed Ashland City High School at Ashland City, Tennessee. Attended Vanderbilt University, Nashville, Tennessee, for two years. Land Acquisition official for State of Tennessee for five years. In timber business with father for several years. Clerk of Tennessee State Senate for three terms. Started working with War Department 13 March 1942 as a Land Appraiser at Nashville, Tennessee. Worked only on leased area. Presently employed with Ohio River Division. Legal residence is Nashville, Tennessee.

James W. Atwood

Born 24 September 1882 at Elizabethtown, Kentucky. Farmer and wholesale gas distributor before working with War Department. Funeral director for many years, being associated with son-in-law in firm of Dixon & Atwood, Elizabethtown, Kentucky. Started to work with War Department 9 January 1942 as an Assistant Land Appraiser; resigned 11 January 1943.

Henry R. Boswell

Born 26 January 1913 at Omega, Alabama. Attended college for three years. Employed as salesman for Cudahy Packing Company before employment by the War Department. Employed as negotiator 26 September 1942. Transferred to South Atlantic Division 23 May 1943. Residence, Montgomery, Alabama.

Emerson T. Calvert

Born 1 October 1901 at Edinburg, Indiana. Grocery clerk, Edinburg, 1917 - 1926. Route manager for Bartlett Tea and Coffee Company, Indianapolis, Indiana, 1926 - 1929. Dairy business (owner), Edinburg, 1929 - 1941. Employed by War Department as Assistant Land Appraiser on 17 December 1941. Worked only on leased area. Presently employed with Ohio River Division. Legal residence is Edinburg, Indiana.

Wilbur O. Clodfelter

Born near Greencastle, Indiana, 27 September 1888. Graduated from high school and attended Brown's Business College, Terre Haute, Indiana. Bookkeeper and salesman in retail establishment until 1911. Farmer, 1912-1914. Owned and operated retail hardware and implement business, 1914-1924.

Treasurer of Putnam County, Indiana, 1924 - 1928. Employed by Federal Land Bank of Louisville from 1 January 1929 to the present time. (Supervisor of collections of interest installments, farm leasing, building repairs and farm sales; also appraisals of farm sale values.) Loaned to Office, Division Engineer, Ohio River Division, December, 1941. Assistant Project Manager, Wabash River Ordnance Works; Project Manager, Vigo Ordnance Works, Terre Haute Ordnance Depot, Camp Breekinridge, Sturgis Airport, Rantoul Airfield, Holston Ordnance Works, Mosquito Creek Dam and Reservoir, and Clinton Engineer Works, Worked only on leased area as Project Manager, Legal residence is Crawfordsville, Indiana.

George G. Corley

Born 4 August 1909 at Liberty, Tennessee. Attended U. S. Military Academy, West Point, N. Y., 1929 - 1931. Attended school at Middle Tennessee State Teacher's College, Murfreesboro, Tennessee. Taught school before working with the War Department. Started work with the War Department 20 April 1942 as a Junior Land Appraiser. Employment with War Department terminated 6 March 1943. Legal residence, Liberty, Tennessee.

Odie Davis

Born 6 January 1874. Promoted Fluor-spar Mines and engaged in real estate business in Hopkinsville, Kentucky, prior to his employment with the War Department. Operated an oil and distributing company in Hopkinsville for several years. Began working for War Department 16 April 1942, continuing until October, 1943. Legal residence is Hopkinsville, Kentucky.

Lewis B. Herrington

Born 8 April 1880 at Albany, Georgia. Attended Boys High School, Atlanta, Ga., 1893 - 1897; Centre College, Danville, Kentucky, 1898 - 1901, (BS); Mercer University, Macon, Georgia, 1901 - 1902 (LLB). Practiced law at Richmond, Kentucky, 1905 - 1917. President of Kentucky Utilities, 1917 - 1933. Practiced law during all of these periods and also up to time of employment by War Department. Started work with War Department 19 January 1942. Now living at Madisonville, Kentucky, on extended leave for one year from 30 April 1945.

Roscoe C. Linville

Born 17 September ¹⁸⁸⁴~~1844~~ at Richmond, Kentucky. Engaged in real estate business in central Kentucky, where he specialized in the sale of farm property. Started to work about 1 April 1942 as Assistant Land Appraiser. Employment with War Department terminated 18 March 1943.

Fred Morgan

Born 17^o October 1909 at Brandenburg, Kentucky, Attended Meade County High School, Brandenburg, Kentucky, September, 1922 - 1927; Bryant Stratton Business School, 1928 - 1929; Jefferson School of Law, Louisville, Kentucky, 1929 - 1931. Practiced law at Brandenburg, 1932 - 1942. Was abstractor and attorney for Federal Land Bank. Began work 13 January 1942 as Assistant Attorney, Ft. Knox, Kentucky; Project Manager at Nichols General Hospital, Louisville, Kentucky, and Jefferson Proving Grounds, Madison, Indiana, before becoming Project Manager at Harriman, Tennessee. Started work at Clinton Engineer Works, Harriman, Tennessee, 28 September 1942 as Project Manager. At present in U. S. Army in Alaska. Legal address is Brandenburg, Kentucky.

Barney Morris

Born at Salem, Indiana, on 29 December 1889. Attended Pekin Indiana High School. Born on a farm and followed farming interests until 1908. Salesman for W. A. Flint Company, 1910 - 1913; W. J. Heinz Company, 1913 - 1915; U. S. Rubber Company, 1915 - 1917; Feltman Crume (Shoe Company), Chicago, Ill., 1917 - 1937. Started working with War Department 13 April 1942. Presently employed with Ohio River Division. Legal residence is Miami, Florida. Also considers Covington, Kentucky, his home.

James O. Patrick

Approximately 55 years old. Works with Farm Security Administration before employment by War Department. Began working on Camp Campbell Project, Clarksville, Tennessee. Started work about 19 January 1942. Now working with District Engineer, Nashville, Tennessee. Present address is 2501 Turner, Nashville, Tennessee.

Logan Patterson

Born in 1893 at Elkins, Tennessee. Attended and graduated at Massey School for Boys. Engaged in farming and cotton ginning in early life. Served as Trustee of Giles County in State of Tennessee. Associated in retail sales of automobiles. Sales Manager of Tennessee Branch of The Electrolux Corporation. Employed by War Department 15 May 1942 as Assistant Land Appraiser. Worked only on leased area. Resigned 1 February 1945. Resides at Nashville, Tennessee.

William F. Piers

Born in Borden, Indiana, on 7 April 1897. Attended Borden High School. Graduated from Vincennes, Indiana Normal School. Attended Indiana University Law School, Bloomington, Indiana, and completed LLB Degree at Butler Law School, Indianapolis, Indiana. Taught in common schools of Indiana for three years. Worked with Fellman-Burme Shoe Company, Chicago, Ill., 1918 - 1942. Served as a store manager of the above mentioned concern, 1919 - 1942.

Started work with War Department on 24 February 1942. Project Manager of Scioto Ordnance Works, Marion, Ohio, and at Mercer, Pennsylvania, Shenango Replacement Center, now known as Camp Reynolds. Served as Chief Negotiator, Clinton Engineer Works, after 15 February 1943. Transferred from War Department to Veterans Administration, Indianapolis, Indiana, 9 February 1944, and is now Adjudication Officer there. Present address is Brookville Road, Indianapolis, Indiana.

Will T. Pritchett

Approximately 47 years old. Reared in Tennessee. Graduate of University of Tennessee. County Agent of Marshall County, Tennessee, before employment by War Department. Started working with War Department about 19 January 1942. Employment with War Department terminated 16 March 1943. Now working for State of Tennessee Selective Service Board checking on farm deferments. Legal address is Nashville, Tennessee.

George B. Sebastian

Born 8 November 1887 at Chicago, Illinois. Damage Clerk and Claim Investigator for Illinois Central Railroad, 1905 - 1912. Salesman, R. J. Reynolds Tobacco Co., 1912 - 1914. Veteran of World War I. Adams Express Company, Claim Adjuster, 1919 - 1922. Salesman and collector for American Tea and Coffee Company, 1922 - 1937. Salesman, 1937 - 1942. Began working with War Department 12 October 1942. Presently employed by Ohio River Division. Legal residence is Nashville, Tennessee.

Luther Louis Shadoin

Born 19 October 1882 at Tateville, Kentucky. Educated at Berea College Normal School and Berea Academy, Berea, Kentucky, 1903 - 1907. Attended Berea College 1907 - 1909. Taught at Berea College for two years. Local agent, Massachusetts Mutual Life Insurance Company, Richmond, Kentucky. Dealer and broker in mineral lands, 1916 - 1930, at Winchester and Lexington, Kentucky. Worked for U. S. Department of Agriculture, 1934 - 1937, as Field Supervisor and Acting Project Manager. Publicity Director for Tobacco Board of Trade, 1937 - 1940. In the year 1941 he was in Louisville as Purchasing Agent for Housing Project at Camp Taylor, Whittenburg Construction Company. Started working with War Department 22 January 1942 at Clarksville, Tennessee. Presently employed with Ohio River Division. Legal residence is Louisville, Kentucky.

John S. Shirkie

Born in Indiana, 4 May 1879. Coal operator and mine owner, 1900 - 1936.

Terre Haute Wood Preserving Company, Terre Haute, Indiana, supervisor. Started working with War Department 1 January 1942 as Assistant Land Appraiser. Worked only on leased area. Presently employed with Ohio River Division. Legal residence is Vermillion Grove, Illinois.

S. Franklin Young

Born 21 July 1909 in Nashville, Tennessee. Attended Vanderbilt University and has BS degree. Transferred from Nashville District to Ohio River Division 25 March 1942. Employment with War Department terminated 17 February 1943. Now employed as investigator for OPA. Present address is 1700 Villa Place, Nashville, Tennessee.

OFFICE OF ENGINEERS

OHIO RIVER DIVISION

FIELD OFFICE
CLINTON ENGINEER WORKS



OFFICE, CHIEF O

CHIEF OF REAL ESTA

CONTROL SECTION

PLANNING & APPRAISING SECTION

PURCHASE SECTION

CONDEMNATION SECTION

DIVISION ENGI

REAL ESTATE O

EXECUTIVE OF

CONTROL SECTION

EXECUTIVE ASS

PLANNING & APPRAISAL SECTION

PURCHASE SECTION

LAND ACQUISITION

TVA - TENNESEE VALLEY AUTHORITY PERSONNEL

FLB - FEDERAL LAND BANK PERSONNEL

* - INDICATES PERSONNEL WHO WERE EMPLOYED ON THE LEASE ACQUISITION ONLY

Project Manage
Morgan, Fred
Johnson, Abner
Tipton, Albert
Verner, Oliver E.
Clodfelter, W. O.

MAPPING UNIT		LEGAL UNIT		NEGOTIATION	
Boyd, Loren H.	1	Ford, James G., Jr.	8 ¹ / ₂	Atwood, James W.	
Despard, Lynn H.	6	Hicks, Harvey J.	20	Eolen, Callie E.	
Doyle, Joseph M.	1	Joyce, Harry J.	4	Boswell, Henry R.	
Dustin, Robert G.	1	Knapp, Dennis	1	Corlev, George G.	
Farmer, Lenard H.	6	Marshall, John Jr.	3	Davis, Odie	
Gilliana, James H.	3	Montgomery, A. Brooks	6	Litville, Roscoe C.	
Gamblin, Jesse	7	Moss, Robert L.	4	MacCraken, R. R.	
Hausley, Robert	3	Sampson, Benjamin C.	9	Miller, Paul T.	
Henniger, Eugene R.	3	Tipton, Albert C.	7	Morris, Barney C.	
Herd, Lloyd	3	Ware, Wm. O.		Patrick, James A.	
Heyl, Lawrence R.	3	Weber, W. E., Jr.		Piers, William F.	
Hunt, Aubrey J.	3			Fritchett, Will T.	
Moore, Eugene R.	1			Rose, Clarence	
Myers, Wood J.	2			Sebastian, George E.	
Nesbitt, Norman F.	2			Shadoin, Luther L.	
Packard, Harlow M.	7			Young, S. Franklin	
Power, Allen E., Jr.	2			Dunbar, John	
Pratt, Robert W., Jr.	2			Patterson, Logan	
Roy, Wilburn O.	1 ¹ / ₂			Allen, Guy F.	
Reiniger, Louis G.	2			Calvert, Emerson T.	
Rise, Sam E.	7			Shirkie, John S.	
Ruth, John V.	1				
Sherman, Clayton H.	3				
Strunk, Theodore G.	3				
Sutton, Edgar	3				
Watkins, Earl	1				
Wise, Willis E.	1				

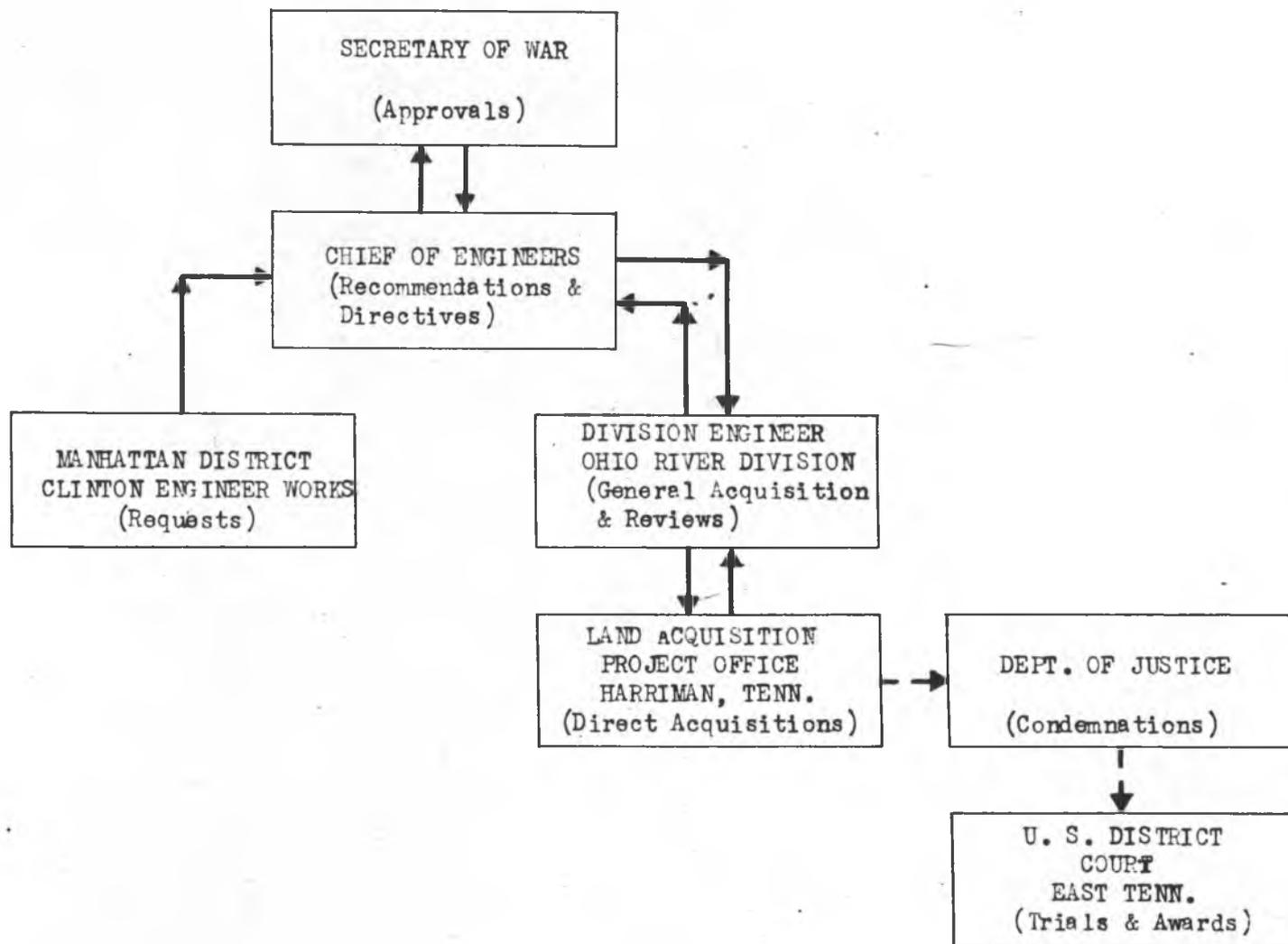


Exhibit F-1

ORGANIZATION FLOW CHART

LAND ACQUISITION

CLINTON ENGINEER WORKS



~~RESTRICTED~~

Report Asks U. S. 'Adjust' Prices For Clinton Lands

The War Department has been called on to make "proper adjustment" on land settlements on the Clinton Engineer Works area, it was announced last night.

Ten recommendations to the department with references to settlements made by "coercion" and "threat" were released by Rep. Clifford Davis, chairman of the House Military Affairs sub-committee which probed the settlements last August.

Compensation to landowners who suffered crop losses was recommended; practice rather than "theory" on observance of the Fifth Amendment of the Constitution was recommended; and nullification of settlements made by "coercion, duress, threats of payment delayed" and other strongly worded detailed recommendations were included.

"Now that the spotlight has been turned on the War Department's mistreatment of our people, I feel that the department will and should make speedy and fair settlement . . ." Rep. John Jennings Jr., who called for the probe, said on hearing the sub-committee's report.

Result of Hearings

The committee's report, which Jennings said had been delayed by "heavy duties of the Military Committee," is the result of hearings held at Clinton and Kingston last August upon Jennings' request. Land condemnation settlements made by the War Department involving the 56,000 acres occupied by CEW in Roane and Anderson Counties drew a barrage of denunciations by congressmen probers, Davis and Rep. Dewey Short, Republican from Missouri, and Rep. John Sparkman, Democrat of Alabama, at the time.

Prices paid more than 1000 farmer landowners in the area left them in a "desperate plight" due to under-valuation, delayed payments of money and eviction from their homes, according to Jennings. Other charges aired at the hearings were that the War Department and Land Bank agents conducted their appraisals in an unauthorized manner, failing to discuss the values with landowners.

Recommend Reviews

First recommendation of the sub-committee was:

"That the War Department re-

Continued on Page 2, Col. 2

EXHIBIT F-5

~~RESTRICTED~~

U. S. Asked To Adjust Clinton Land Prices

CONTINUED FROM FIRST PAGE

view all cases of landowners who accepted the appraisal offered and determine those instances where, if the landowner was persuaded, against his better judgment, by coercion, threat, or promises, for whatever reason or reasons, to accept less than the true value of his property and that proper adjustment be made in all such cases."

Compensation for crop losses suffered was recommended in the second point. "That the landowners who suffered losses on standing crops due to lack of opportunity to harvest or inability to locate adequate storage facilities on other properties, or for any other reasons not attributable to the land owner, be properly compensated for said losses."

Relief Is Foreseen

Jennings yesterday foresaw relief for the farmers in the committee's report. "This action of the committee from the House Military Affairs Committee will be deeply appreciated by the farmers and land owners of the 56,000-acre area in Anderson and Roane Counties, Tennessee. These fine citizens were forced to give up their homes and farms at ruinous losses to virtually all of them. And I believe this action on the part of the committee will bring relief to the farmers affected."

Complete text of the last eight points of the recommendations to the War Department follow:

"3. That in all future land-acquisition proceedings the War Department premise its policy and conduct not only in theory but practice as well as on the Constitutional rights of the landowners as guaranteed in Amendment 5: 'Private property shall not be taken for public use without just compensation.'"

"4. That henceforth, in making appraisals of land about to be condemned under the War Act, more time be devoted to a careful study of every factor involved, particularly with all comparable values of properties in the vicinage, or within a reasonable distance thereof.

"5. That in future condemnation proceedings the War Department in determining the price to be paid to the landowner, give consideration to all factors relating to relocation on comparable properties so that landowners are not forced to abandon normal occupations as a result of the government's acquisition of their properties.

"6. That in all future land-acquisition proceedings only appraisers thoroughly familiar with land values and economic conditions in the particular area where property is to be acquired be permitted to appraise lands or review appraisals.

"7. That no person be employed for the purpose of appraising or negotiating who cannot be depended upon to treat property owners with consideration and courtesy, and justice.

"8. That any proved instance of coercion, duress, threats or payment delayed, protracted litigation, reduced awards, or other unfair pressures brought to bear on a person or persons, possession of whose property by the government is under consideration, shall nullify the transaction and call for the immediate discharge of the government agent found guilty.

"9. That in order to avoid the inequities that have resulted from the condemnation of these lands for the Clinton Engineering Works and other projects which have been brought to the attention of the Committee, it is recommended that the War Department carefully review the rules and regulations set forth in its own Real Estate Manual with a view to making necessary alterations so that such rules and regulations shall conform to such unusual conditions as existed in this and other instances, and that, thereafter, officials and employes of the department be required to conduct land-acquisition proceedings in strict accordance with said rules and regulations.

"10. That in future land-acquisition proceedings, no promises or assurances of any sort be made to the landowners by representatives of the government, unless such promises or assurances be made in writing, signed by a duly authorized official, and filed as a matter of official record."

EXHIBIT F-5
RESTRICTED

COMMENTS
ON RECOMMENDATIONS OF HOUSE MILITARY AFFAIRS SUB-COMMITTEE AS
PRINTED IN THE KNOXVILLE JOURNAL ON
6 December 1943

The Office of the House Military Affairs Committee states that no report was issued; however, according to an article appearing in the Knoxville Journal on 6 December 1943, ten recommendations to the War Department were released by Representative Clifford Davis, Chairman of the House Military Affairs Sub-Committee. The recommendations printed in the article in the Knoxville Journal and the comments on each recommendation are as follows:

RECOMMENDATION #1 - That the War Department review all cases of landowners who accepted the appraisal offered and determine those instances where, if the landowner was persuaded, against his better judgment, by coercion, threat, or promises, for whatever reason or reasons, to accept less than the true value of his property and that proper adjustment be made in all such cases.

Comment - This recommendation is impracticable. Landowners who signed stipulations and who received compensation on the stipulations would have to be contacted. Many landowners, for their own selfish means, would wrongfully claim that they had been coerced into executing the stipulation. The War Department would be at the mercy of the landowners.

All awards based upon stipulations were made by order of U. S. District Court as provided by the Constitution and Statutes of the United States. If there had been fraud in any case, the landowner could have brought this to the attention of the court and the order could have

4
been set aside. No landowner endeavored to have the court award based upon the stipulation set aside. In the only case of coercion, which was discovered, the stipulation was returned to the landowner by the Project Manager; there was no attempt by the Government to rely upon the stipulation; and the case was tried before a jury. The amount of deposit was \$7,500; the jury verdict was \$9,500. The services of the employee involved were terminated on 16 March 1943.

3
On 11 August 1943, Dicey Griffith, a very old colored woman, testified in the hearing before the House Military Affairs Subcommittee that the Government's representative signed her name to the stipulation in her presence, but against her will. The signatures on the stipulations do not appear to have been written by Mr. Linville or Mr. Boswell, the negotiators who signed as witnesses. It is believed that the testimony of Dicey Griffith was untrue. A photostatic copy of the stipulation is inclosed in Appendix F-5-c.

In the investigation by the Sub-Committee of the Military Affairs Committee of the House of Representatives, the two negotiators who were called as witnesses testified that they had complied with the instructions of the Ohio River Division and the Office, Chief of Engineers and that no coercive methods had been used. On 12 August 1943, Mr. George Sebastian, one of the negotiators, was called as a witness and questioned about the procedure in negotiating the stipulation. While Mr. Sebastian was on the stand, Chairman Davis asked if any landowner in the audience had been mistreated or defrauded by Mr. Sebastian. Mrs. Frances Leath Copeland volunteered that Mr. Sebastian told her that if she did not sign the stipulation, it would take ten or twelve years to obtain payment for her property and she stated that Mr. B. R. Boswell had also talked to her

about her tract. ✓ After a discussion between Mr. Sebastian and Mrs. Copeland, the entire testimony was stricken from the record by the Sub-Committee. Mr. Odie Davis, negotiator, was next called and testified about his conduct at this project. ✓ Chairman Davis again asked the audience whether Mr. Davis had mistreated or defrauded anyone present. No landowner responded and Representative Sparkman congratulated Mr. Davis on his work at the Huntsville Area Arsenal. ✓

E One of the Congressman remarked that the two negotiators used as witnesses were undoubtedly the best and that the Committee ought to have the other negotiators as witnesses who did not conduct themselves as they should have done. ✓

The only instance of coercion had previously been discovered by the Project Manager and remedied by the Division Engineer. ✓ The two negotiators who testified were the negotiators who had been retained at the project as contact men to aid the Project Manager, as negotiations had ceased. ✓ They were not "picked witnesses". ✓

RECOMMENDATION #2 - That the landowners who suffered losses on standing crops due to lack of opportunity to harvest or inability to locate adequate storage facilities on other properties, or for any other reasons not attributable to the landowner, be properly compensated for said losses. ✓

D Comment - In making appraisals in this project, as in all others, due consideration was given to all growing crops, which were valued on the basis of prices when crops are delivered on the market less the cost of bringing to market. Harvested crops, such as tobacco, are regarded as personal property and are not compensable in acquisition of real estate.

Losses of crops in storage for reasons not attributable to the landowner can be recovered by filing claims and showing Government responsibility for loss.

RECOMMENDATION #3 - That in all future land acquisition proceedings, the War Department promise its policy and conduct, not only in theory but practice as well, on the Constitutional rights of the landowners as guaranteed in Amendment V: "Private property shall not be taken for public use without just compensation."

Comment - As discussed in Section 3-2., b., (2) of this report, appraisers are instructed to observe the principles of Amendment V, and any appraiser not conforming to such instructions is not continued in appraisal work. Just compensation as defined by the courts is regarded as the price which the willing seller who is not under necessity to sell, can obtain for his property from a willing buyer not under the necessity of buying. Sales of comparable property in the area being appraised are regarded as the best evidence of the fair market value. Where the property consists of churches, schools, and fraternal lodges, which are ordinarily not bought and sold on the market, the appraisal is made on the basis of the reproduction of such property at the time of taking less an estimated amount of depreciation on the structures since their erection.

RECOMMENDATION #4 - That henceforth, in making appraisals of land about to be condemned under the War Act, more time be devoted to a careful study of every factor involved, particularly with all comparable values of properties in the vicinage or within a reasonable distance thereof.

Comment - The practice of the War Department is to make full investigations of the factors affecting land values in the area to be appraised as

explained in Section 3-2., b., (2) of this report. Investigations were made of the sales of properties in the subject project as well as in the immediate vicinity. The time devoted to such a study was limited by war demands. Data on such sales are given in Tables VII - VIII (See Appendix D-2). Appraisal policy in this regard is to take all the time necessary to determine the fair market value of property. Where a property is required in a construction area due to demands for immediate construction the buildings and land are investigated and records made thereof, but final release of values is deferred pending full investigations.

RECOMMENDATION #5 - That in future condemnation proceedings the War Department, in determining the price to be paid to the landowner, give consideration to all factors relating to relocation on comparable properties so that landowners are not forced to abandon normal occupations as a result of the Government's acquisition of their properties.

Comment - In the decisions of Bothwell vs. United States, 254 U. S. 231; Mitchell vs. United States, 267 U. S. 341; Mullen Benevolent Corp. vs. United States, 290 U. S. 89; the Court held that compensation for fee simple title does not include future loss or profits, the expense of moving removable fixtures and personal property from the premises, the loss of good-will which inheres in the location of the land, or other like consequential losses which would ensue in the sale of the property to someone other than the sovereign. This rule is cited and recognized in the case of United States vs. General Motors Company, decided in the United States Supreme Court on 8 January 1945 which involved a leasehold interest rather than an acquisition of a fee simple interest. Therefore, in order to carry out the recommendation of the investigating Sub-Committee, an

Act of Congress is necessary.

RECOMMENDATION #6 - That in all future land acquisition proceedings only appraisers thoroughly familiar with land values and economic conditions in the particular area where property is to be acquired be permitted to appraise lands or review appraisals.

Comment - The selection of appraisers from the neighborhood of the property to be acquired is theoretically sound. Difficulties, however, have been experienced in finding men with the training and experience necessary to make thorough investigations of facts, to analyze and correlate those facts and to arrive at a conclusion as to valuations unless they have been trained in such work. When called on for such work, inexperienced appraisers are likely to give off-hand opinions and to be influenced by what they have understood to be the case rather than by the facts. Furthermore, such men are subject to the influence of acquaintances or relatives and in many cases, are not impartial and independent in their approach to valuations. It often happens, too, that the honest, upright man does not want to do such work because of his friendly relations with his neighbors.

In view of these factors, it has been found that the better procedure is to take trained men who have a knowledge of the area or similar country, who have broad experience and are impartial in their attitude toward owners in the neighborhood. It is also the practice to interview various people acquainted with land values such as real estate brokers and bankers and to be guided by the opinions of such people where confidence can be put in the integrity and soundness of their judgment. It is just as important to keep the appraisers free of the pressure and prejudices of the Government as it is to keep them free of the same pressure from the landowner. It is possible to obtain appraisers from outside of an area who can determine the

land values as well and as justly as the valuator who is living in the area, provided he has been thoroughly trained in appraisal practices. Statistical data from a number of projects bear out the fact that the average price paid for property by the Government exceeds by a material percentage the average price of private sales.

RECOMMENDATION #7 - That no person be employed for the purpose of appraising or negotiating who cannot be depended upon to treat property owners with consideration and courtesy, and justice.

Comment - It is always the intention to have as appraisers and negotiators, persons who can be thoroughly depended upon to treat owners with consideration, courtesy and justice. Where instances occur contrary to this policy, the guilty persons are released from work. It may happen, however, that there is a difference of opinion as between some landowners and the Government employee as to what constitutes courtesy, which should be something extended by both parties. There have been instances where discourtesies shown by owners could be resented with entire justification. Nevertheless, appraisers and negotiators are cautioned to conduct themselves in such a manner that they cannot justly be criticized.

RECOMMENDATION #8 - That any proved instance of coercion, duress, threats or payment delayed, protracted litigation, reduced awards, or other unfair pressures brought to bear on a person or persons, possession of whose property by the Government is under consideration, shall nullify the transaction and call for the immediate discharge of the Government agent found guilty.

Comment - There is no evidence of any proved instance of threat or delaying of payment or protracting litigation. The charge of protracting

litigation was made against Mr. McKenzie, Special Attorney, for the Department of Justice, Dayton, Tennessee. Mr. McKenzie at all times was extremely considerate of the rights of property owners and cooperated fully in securing partial as well as final distribution of funds deposited in court on declarations of taking without any regard to the fact that there would be a controversy as to price. Mr. McKenzie at all times, fairly, capably, and courageously represented the Government in the extremely difficult litigation in connection with Clinton Engineer Works.

RECOMMENDATION #9 - That in order to avoid the inequities that have resulted from the condemnation of these lands for the Clinton Engineering Works and other projects which have been brought to the attention of the Committee, it is recommended that the War Department carefully review the rules and regulations set forth in its own Real Estate Manual with a view to making necessary alterations so that such rules and regulations shall conform to such unusual conditions as existed in this and other instances, and that, thereafter, officials and employees of the Department be required to conduct land acquisition proceedings in strict accordance with said rules and regulations.

Comment - The procedure for land acquisition contained in the Real Estate Manual is the result of long, careful study and experience, and is designed to impartially protect the interests of both the landowner and the Government. It does amply protect the landowners under unusual conditions to the extent that existing laws will permit.

RECOMMENDATION #10 - That in future land acquisition proceedings, no promises or assurances of any sort be made to the landowners by representatives of the Government, unless such promises or assurances be made in writing, signed by a duly authorized official, and filed as a matter

of official record.

Comment - It is the policy of the War Department to avoid oral promises and assurances. However, in negotiations involving thousands of acres of land duly authorized Contracting Officers of the War Department cannot be sent into the field. Negotiators have always been instructed, and were instructed at this project, to avoid oral promises. There is no evidence that the negotiators, or any other employees, gave any oral promises.

[REDACTED]

STATEMENT OF HARVEY GRAY IN CONNECTION WITH HIS SIGNING A STIPULATION AGREELING TO SELL HIS PROPERTY KNOWN AS TRACT # D-367 IN ANDERSON COUNTY, TENNESSEE TO THE U.S. OF AMERICA, SAID STIPULATION HAVING BEEN PROCURED ON DECEMBER 2, 1942 AND SIGNED BY HARVEY GRAY AND WIFE, EVA GRAY IN THE PRESENCE OF W.T. PRITCHETT AND C.W. GRAY, SAID STIPULATION PROVIDING FOR \$7500. TO BE PAID FOR THE PROPERTY FREE AND CLEAR OF ALL ENCUMBRANCES.

Harvey Gray -----

Tom Pritchett and another man whose name I do not know came to my house about 1:30 P.M., Wednesday, Dec. 2, 1942, and Pritchett said, "We are here to present you with the price that you are getting for your farm." I said, how much is it and he just showed me the papers and I said, is this \$7500. and he said that is right. I said that is \$101. less than I gave. Pritchett said how much was your loan and I told him \$7601. He asked me how I bought this place and I told him through the Farm Security Administration. Well, Pritchett says, have you got a contract and I said I have if I can find it. I found it and brought it to him and he looked it all over. He said you would be making money to take this \$7500. I said I don't know whether I would or not. Pritchett says I know you would. He says I know all about this Farm Security Administration as I have been into it for eight years. He says I know all the terms there is in it. He said against you get your interest back that you are due back, he says I can tell you how much you will have, and he figured it up - the interest that would be coming back to me. I said if I could get that much back I might stand the chance of buying me another place. He said I would get \$3000. or \$4000. back and also what I had paid in. He asked me how much I had paid in and I told him it was right around \$1300. in all that I had paid PSA. Then Pritchett says you will be doing better than anybody that I have found so far to sign these papers. Well, he urged that I did sign them and I told him that I did not want to sign them until I saw him again, since I did not know whether it would be all right or not. Pritchett says I can tell you as much about it as they will since I have been into the business for eight years. He said if you see them fellows and have a talk with them they will have you all tangled up, chances are you won't sign it at all. I said, well, I don't know what to do about it - "I'm kinda between two fires", and he says, "I can tell you which way to go so you won't get burnt". He says there is only one thing for you to do if you don't want a law suit, and I says I don't want that since I don't have any money, and I didn't know where I was going, or whether I would be where I could law. Pritchett says if you don't want a law suit there is only one thing to do and that is to sign these papers. I said if I knew it was all right I would just sign the papers, but I would like to have another day or two, and Pritchett says after we leave here we have presented you with these papers and you don't sign them you are already in a law suit. I said, who does that come off of - who will have to foot the bill, and he said, you individuals, and I said I don't have any money to fight the things with, and he says it will cost you \$150. or \$200. I said I don't aim for it to put me in a law suit if I can stay out of it, and the man that was with him had a fountain pen and Pritchett said, hand him that pen, as if he don't want to be in a law suit, and let him sign them papers and let us get out out of here as we have a couple of more parties to see. He showed me where to sign it and I did. I called my wife in and she signed it, too. He said, if

Inst. #1

[REDACTED]

EXHIBIT F - 5 - 2

~~RESTRICTED~~

this is not true that I am telling you, "I will eat my hat", and I just laughed and said "If this ain't true, when I see you again you will have to eat it", and he just laughed and said he would be back in two or three days that he wanted to go bird hunting. ✓ He left my home about 4:30 P.M." ✓

"On the morning of December 2 Mr. Oliver A. Smith, Jr. of the Farm Security Admin. came to my home and told me for me not to sign the contract or agreement to accept any price from the government unless it was sufficient to cover the Farm Security loan. He also told me that any amount over and above that would be my money and that would be up to me in contracting to that. I told Mr. Smith that I thought I should have \$11,000. for my farm."

This statement given this 4th day of December, 1942 of my own free will.

Signed:

Harvey Gray
Harvey Gray

~~RESTRICTED~~

STATEMENT OF PROCEEDINGS OF NEGOTIATION
WITH HARVEY GRAY, ET UX.
TRACT NO. D - 367
KINGSTON DEMOLITION RANGE

December 2, 1942.

H. R. Boswell and myself, W. T. Pritchett, arrived at Mr. Gray's home about 1:30 P.M. on December 2nd. After being seated in Mr. Gray's living room by a good fire we immediately told Mr. Gray that we had come to ask him to sign a stipulation for \$7500.00 which was the amount of the appraisal on his farm.

Mr. Gray answered as follows: "I bought this farm through the Farm Security Administration about two years ago and just this morning Mr. Smith, County Supervisor of the F.S.A., was by here, about an hour ago, and told me not to sign for any amount less than \$7601.00, not even if it was \$1.00 less, so now I want to know if they have to sign this with me, and if the money will be paid over to the Farm Security Administration".

I said to Mr. Gray, "I am familiar with the F.S.A. Loans and their tenant purchase plan as I was an agricultural Agent for several years and rendered the Farm Security Representatives assistance in the county where I was in making loans. At the time the tenant purchase plan was first starting. They do not have to sign with you. You have a deed to the property and you are the sole judge as to whether you accept the stipulation or not. The money will not be paid over to the Farm Security Administration but it will be determined by the closing attorney how much your indebtedness is to the F.S.A. and that amount will be paid to them and the balance or your equity will be paid to you".

NOTE: At this point of negotiations Mr. Gray showed us his deed.

Mr. Gray then stated as follows: "The way I have figured, if the appraisal was as much as \$7601.00 I would be able to pay them off and come out with about \$2000.00. Now, what about that I want to know is, if I will have to pay interest on what I owe them for the whole period of time for which the contract runs."

PRITCHETT: I don't think so, Mr. Gray. As a matter of fact, you can't be charged for money that you don't use or for any longer than you use it. The way I see it, you will pay interest from the date of contract with the Farm Security Administration until the day this loan is liquidated, that is, until the time you make a deed of the farm to the War Department and receive payment for same.

MR. GRAY: Now, I am paying, I know, 3½% interest. How much interest would that amount to over the period of my contract?

PRITCHETT: Mr. Gray, I judge that your payments on the place is on an annual basis and is ammotized over so many years--how many years is your contract?

MR. GRAY: 40 years, and the largest payments come first. It seems like a fellow ought to have the smallest payments first until he can get going.

PRITCHETT: Well, Mr. Gray, according to that, I would judge you are paying off interest and principal with each payment, and, of course, the interest is based on the full amount to start with and gets less as the principal is paid off from year to year. I don't know how much interest you would pay over the 40 years.



NOTE: At this point I figured 3½% with a pencil on the envelope based on 20 years of one-half of the period.

Pritchett: Mr. Gray, if you should go through the 40 years it looks like you would pay possibly three or four thousand dollars, but as I understand it, in fact I know, you will not continue to pay interest after you have repaid the F.S.A., so if the stipulation is signed and you pay off your loan to the F.S.A. you will save paying interest on this contract for several thousand dollars.

Mr. Gray: Well now, I won't know just where I stand on this thing. I have paid on the place \$1300.00 on about that. I am ahead of my payments. Now, I am not going to court because I don't think anyone would gain in a law suit, but I want to come out as best I can, because I have got to get moved and get set up on another place. I am dairying here and making good and I have got to get out and find a place. The Farm Security is trying to get me another place. Now, if they wanted me to let it go to court would that help me pay the bill?

Pritchett: If you go to court, Mr. Gray, the trial will be between you and the United States District Court, not between the Farm Security Administration and the United States District Court, and I am sure that all expenses in connection with the trial will be borne by you.

Mr. Gray: How much would it cost?

Pritchett: We have no idea. You would have your attorney and other expenses in connection with appraising your property and furnishing proof that you are entitled to more money. I would possibly cost several hundred dollars.

Mr. Gray: Well, now, if I can pay the loan—\$7601.00 and get back what do you say?

Pritchett: I don't know how much you would come out ahead, Mr. Gray, as we don't know how much the two years would be, you would certainly have to pay two years interest. There is a difference of \$101.00 and the appraisal on your farm and the amount you say your indebtedness is to the F.S.A., but it looks as if say, you have paid them \$1300.00 that they are safe for their equity or their loan, that they will get their money and that is what they are interested in. You stand to lose \$101.00, but possibly get back as your equity \$1200.00 or \$1300.00.

Mr. Gray: Part of the amount I owe \$7601.00 was for improvements on the house and barn and we didn't get to finish because they said the money had run out but there is still some of that money in the bank and to get it both I and the F.S.A. man has to sign for it. How will that work out?

Pritchett: When the case is ready to be closed you both can sign for this amount of money in the bank and it could either be given to you or to the F.S.A. Whoever got it would receive credit for it.

Mr. Gray: I have papers and papers I have signed and signed and I want you to see what I have here.

NOTE: Mr. Gray produces a folder full of papers which we glance through and returned same to Mrs. Gray.

Mr. Gray: When will you boys be back? I am going into Clinton this afternoon and will see Smith and I guess I should see him before I sign, but I tell you now I am not going to court.

Pritchett: Well, Mr. Gray, if you are determined you are not going to

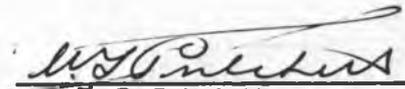
court, then there is only one other alternative, and that is to sign this stipulation, because if you do not sign it, it is automatically in court under a declaration of taking, and if I was you and positive I was not going to court, you have a right to sign without Mr. Smith's consent and without letting them get you confused and persuade you not to sign and to be forced in to court which you do not want as you state and which you will not do. You are free, white and twenty-one. It is your farm, acquired on a strictly business basis, you hold the deed, and it is up to you and your wife. Mr. Boswell, let Mr. Gray have your pen and sign as we have several other places we must go this afternoon. We already visited quite a while.

NOTE: At this point, Mr. Gray called his wife and said, "I am going to sign this thing because I am not going to fool with court and I will go up there and tell them I have already signed".

NOTE: At this point Mr. Gray signed and Mrs. Gray signed. The paper was witnessed by W. T. Pritchett and C. W. Gray. C. W. Gray is a nephew of Mr. Gray and he was present in the room during this discussion. Also present was Mr. Gray's young son. Mr. Gray's nephew and son during the conversation intervened several times with remarks which would tend to encourage Mr. Gray to sign the papers. Mr. Gray's nephew, C. W. Gray, stating at the time Mr. Gray was asking us how he would come out in recovering the \$1300.00 he had paid, stated that the way we say it was is the way he figured it himself, that is, that Mr. Gray would only have interest to pay for the time he had used the money from the beginning of the contract until it was deeded to the War Department, that there would be \$100.00 loss in the transaction, but it looked as if Mr. Gray would recover most of or all of the \$1300.00 he had paid in.

On leaving Mr. Gray seemed perfectly satisfied and invited us back. He mentioned some pet quail and said he would go hunting with us.

The above is the conversation as near as I can remember of negotiation proceedings, signed this the ____ day of December, 1942.


W. T. Pritchett,
Associate Appraiser-Negotiator


H. R. Boswell,
Assistant Appraiser-Negotiator

NOTE: H. R. Boswell was present during the entire negotiation proceedings.

[REDACTED]

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

United States of America
Petitioner,

vs.

CIVIL NO. 429

56,200 Acres of Land, more or less, Situate in the Counties of Roane and Anderson, State of Tennessee, Ed. C. Browder, et al.,

Defendants

STIPULATION

It is hereby Stipulated and Agreed by and between United States of America, hereinafter called the Petitioner, and Wm. Griffith Heirs, hereinafter called the Defendant, that

Whereas, action in condemnation was commenced in the above-entitled Court on the 6 day of October, A.D., 1942, by filing a Petition in Condemnation and a Declaration of Taking on behalf of the United States of America, at the request of Honorable Henry L. Stinson, Secretary of War; and

Whereas, in accordance therewith, on the _____ day of _____, A.D., 1942, a judgment on said Declaration of Taking was duly made and entered in the above-named Court in favor of the Petitioner and against the above-named Defendant and Tract No. G-218, in Anderson County, State of Tennessee, more specifically described as follows:

Located in the 8th Civil District, Anderson County, Tennessee, about 2 miles East of Oliver Springs, on Black Oak Ridge, and being more particularly described as follows:

BEGINNING in the southeast corner of the tract herein described, at the southwest corner of Sam Carter Heirs in the line of the Woods Chapel Church Lot; thence with the lines of Woods Chapel Church Lot S 82° 15' W 22 poles; thence S 55° W 14 poles to the Church Lot's northwest corner in the line of the Sam Carter Heirs; thence with the Carter Heirs and the C. E. Sweet line N 34° 15' W passing C. E. Sweet's corner at 17 poles continuing in all 42 poles to Walker Long's corner in C. E. Sweet's line; thence with the lines of Walker Long N 81° E 34 poles; thence S 37° 45' E passing a corner of the Sam Carter Heirs at 9 poles, continuing in all 47 poles to the beginning, and containing 9.8 acres, more or less.

And under the provisions of an Act of Congress approved February 26, 1931 (46 Stat. 1421), the title to the land above described in fee simple, subject to the exceptions set out in the declaration of taking, was vested in the United States of America and the right to just compensation for same was likewise under the provisions of said Act vested in the persons entitled thereto, and, with reference to said land, and all interests therein, except crops, the sum of Three hundred and no/100 (\$300.00) Dollars was deposited in the registry of said above-named Court for the use of the persons entitled thereto at the time of the filing of said declaration of taking; and that the appraised price of crops now growing on said land, which the United States of America prevented the defendant from harvesting was \$ none, which amount has also been deposited;

Whereas, the above-named Defendant was the owner in fee simple absolute of the premises hereinbefore described at the time of the filing of said Declaration of Taking and entry of judgment thereon; which tract of land was acquired from Elijah Woods, et ux: Jane Wood by Deeds dated 8th day of September, 1905, and recorded in Deed 15th day of October, 1913, and recorded in Deed Books I-2; F-3, Page: 290;125, Anderson County Records; subject to the rights of _____, tenant, in the amount of \$ _____;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the above named parties that the undersigned does hereby enter his appearance in this action and expressly waives service of summons, complaint, petition, order of taking and appraisal by commissioners, a trial by jury, and any and all other process and proceedings, hereby expressly waiving any and all rights affected thereby, and does hereby further offer, tender and deliver any other documents which may be deemed necessary to perfect the title in the said petitioner, and hereby further agrees and stipulates, that upon the filing of this stipulation, the Honorable, the United States District Court for the Eastern District of Tennessee is hereby authorized, empowered and petitioned, without further notice, to enter a final judgment and decree in said action in accordance with the prayer of said petition in condemnation herein, determining the said sum of Three hundred and no/100 (\$300.00) Dollars, without interest to be just compensation for said land and crops, and all interests in the tract of land.

In Witness Whereof, the parties have hereunto set their names this

23. day of Jan, A. D., 1943.

UNITED STATES OF AMERICA
Petitioner,

BY _____
United States Attorney for
the Eastern District of
Tennessee.

BY _____
Special Attorney

Dianna Griffith Lewis
Defendant in Person

WITNESSES TO SIGNATURES OF
DEFENDANTS:

Ph. Linnille

H.R. Boswell

Spouse of Defendant

Gene Griffith
Defendant in Person

Margaret Griffith
Spouse of Defendant

Defendant in Person

Spouse of Defendant

Defendant in Person

Spouse of Defendant

Tenant

~~SECRET~~
MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION CEW

APPENDIX "G"

ACQUISITION FORMS (STANDARD)

<u>No.</u>	<u>Title</u>
1	Appraisal Report
2	CR Form 28, Tract Ownership Data
3	CR Form 30, Tract Map
4	ENG Form 42 (CR Form 6), Option for Purchase of Land
5	CR Form 202, Option for Purchase for Easement
6	Warranty Deed with Power of Attorney Attached
7	Petition for Condemnation
8	Order of Immediate Possession
9	Declaration of Taking
10	Motion to Withdraw Funds
11	Stipulation
12	Final Judgment on Stipulation
13	Land Lease, ORD Form 445

~~SECRET~~

CR FORM 24

WAR DEPARTMENT
OFFICE OF THE CHIEF OF ENGINEERS
CONSTRUCTION DIVISION - REAL ESTATE BRANCH

PROJECT _____

TRACT NUMBER _____

A P P R A I S A L R E P O R T

STATE _____ COUNTY _____

CITY: _____
DISTRICT: _____
TOWNSHIP: _____

PROPERTY OF _____ ADDRESS _____

LAND DESCRIPTION:

AREA _____ ACRES

THE APPRAISED VALUATION

TOTAL PRESENT MARKET VALUE \$ _____

(For method of Appraisal and Supporting data see attached sheets)

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: _____

Title



EXHIBIT G-1

~~RESTRICTED~~
[REDACTED]
NAME

TRACT NUMBER

I. LOCATION: Discussion with respect to

- (a) Social and Educational Opportunities
- (b) Industrial and Commercial Employment
- (c) Farm Markets

II. SALES: (See data attached) Average of (a) Recent (1 year) sales \$ per acre; (b) Listings, \$ per acre.

(c) Turn-over in Ownership

(d) Going prices in neighborhood, including land and buildings:

Best \$; Good \$; Fair \$; Poor \$

III. THIS PROPERTY was purchased 1 per \$ and expenditures of \$ have been made since as follows:

Trend of values since acquisition has been . Remarks

IV. FARM OPERATIONS. By owners % - By Tenants % - Type of agriculture.

Principal Crops Produced in Area		Type of Land Use in Area	
Usual Chief Crops Grown	Percentage	Use	Percentage
		Cultivated	
		Pasture and meadows	
		Idle	
		Waste	

Going rental terms:

Name of Tenant

Rental Terms:

~~RESTRICTED~~
[REDACTED]

- 4 -
~~REGISTERED~~
NAME [REDACTED]

Tract No. _____

VALUATION OF LAND:

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

TOTAL \$

VALUATION OF IMPROVEMENTS:

Kind	Size	Constr.	Roof	Foundation	Condition	Value	Sal. Val.
						\$	\$

Total* \$

Value of buildings to property \$ _____
*On the basis of Replacement less Depreciation

~~REGISTERED~~

EXHIBIT C-1

~~RECORDED~~

WAR DEPARTMENT
OFFICE OF THE DIVISION ENGINEER
OHIO RIVER DIVISION
COLUMBUS, OHIO

PROJECT _____

TRACT NUMBER _____

NAME _____

ESTIMATE OF SEVERANCE DAMAGES

- 1. Value of entire unit, (land and improvements) \$ _____
- 2. Value of part not taken (land and improvements) \$ _____
- 3. Value of part to be taken and severance damages
(Line 1 less line 2) \$ _____
- 4. Value of part taken (land and improvements) \$ _____
- 5. Severance damages (Line 3 less line 4) \$ _____

Remarks as to why severance damages are allowed:

~~RECORDED~~

Appraiser

EXHIBIT G - 7

~~RESTRICTED~~
Office of the Division Engineer
Ohio River Division
Columbus, Ohio

CROP DAMAGE REPORT

OWNER(S) _____ PROJECT _____
_____ TRACT NO. _____

I (WE) have on this date appraised the growing crops on the above tract of land and find them to be as follows:

CROP	ACREAGE	YIELD PER ACRE	NET VALUE PER ACRE	TOTAL VALUE AT HARVEST	DATE OF HARVEST
------	---------	-------------------	-----------------------	---------------------------	--------------------

*TOTAL VALUE-----

REMARKS:

DATE _____ CROP APPRAISER _____

*On the basis that the owner will be prevented from harvesting the crops. This total value should be included in the option price. In the event any crops are reserved the option must contain a clause in accordance with Real Estate Manual, Chapter VI, Section 1, Paragraph 2,c(2), (Rev. 3-26-43).

RESERVE
WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

Project _____
Tract _____

TRACT OWNERSHIP DATA

Ownership Record:

Name of record owner _____

Address of record owner _____

Marital Status _____ If married, name of spouse _____

Is owner or spouse a minor or under other legal disability? _____

From whom did owner acquire land? _____ When? _____

Deed was recorded on _____ In Deed Book No. _____ Page No. _____

If other than by deed, explain: _____

Is abstract available? _____ Will it be loaned to the United States? _____

Who has abstract now? _____ Address _____

Assessment Record:

Assessed in the name of _____

Address _____ Year last assessed _____ Acres assessed _____

Assessed value: land \$ _____ Improvements \$ _____ Other \$ _____ : Total \$ _____

Last annual tax: land \$ _____ Improvements \$ _____ Other \$ _____ : Total \$ _____

Description of Tract in Deed to Owner: County _____ ; State _____
District, Township or other subdivision _____ ;

More particularly described as follows: _____

Encumbrances - Mortgages, Judgments, Assessments, Mechanic's Liens, Bonded Indebtedness chargeable directly to the tract, and other Liens believed to be outstanding:

<u>Name of Lienholder</u>	<u>Address</u>	<u>Amount</u>
_____	_____	\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Taxes delinquent for _____ year; amount, including penalties and interest _____
Current taxes for 19____ are _____ ; unpaid amount is _____
(paid) (unpaid) Total . . . \$ _____

Outstanding Rights and Estates in Third Parties, including both surface and subsurface (coal, oil, gas, other minerals, timber, water rights, etc.). Identify instruments creating outstanding interests and set forth provisions of instruments showing nature of such interests:

Status of Occupancy and/or Use:

Vacant and unoccupied () Occupied by owner () Occupied by tenant ()

Name of tenant _____ Address _____

Lease: written () or verbal (), recorded () or unrecorded ()

Set forth terms of lease or tenancy, particularly as to rentals and crop shares:

Highways, Railroad Rights of Way and Public Utilities: Set forth the nature of the title (fee or easement), if ascertainable, of all highways, railroad rights of way, telephone lines, power lines, pipe lines, other public utility rights of way, cemeteries, school sites and church sites traversing or lying within the boundaries of the tract:

(Name)

(Title)

(Date)

CR Form 30
(4-11-42)

WAR DEPARTMENT
Office of the Chief of Engineers
Construction Division
Real Estate Branch

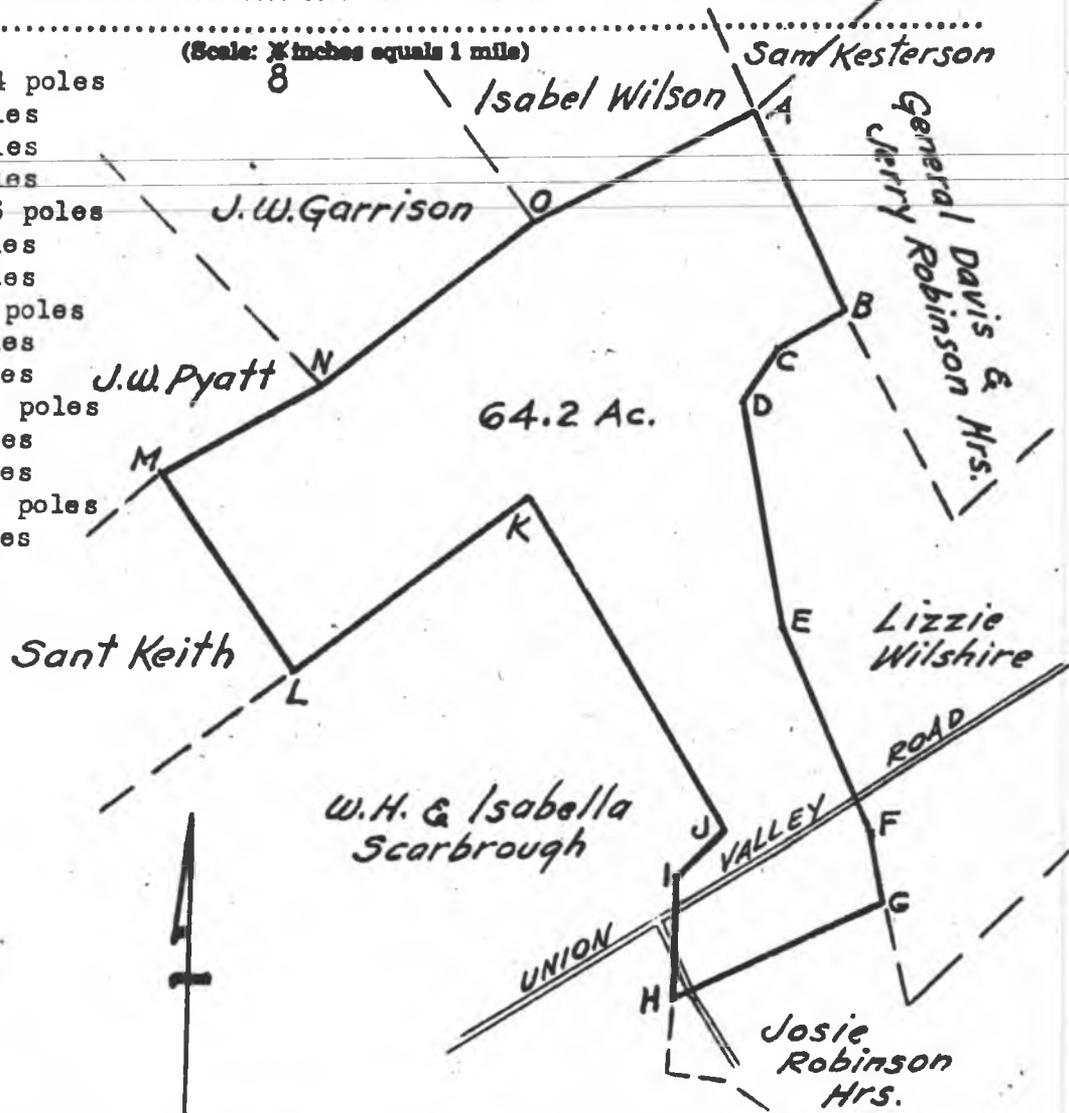
Clinton Engineer Work
formerly
Kingston Demolition
Range, Harriman, Tenn
Project
Tract B-133

TRACT MAP (WITHOUT GRID)

Name of owner *C. F. Law, et ux*
Description of tract: State *Tennessee* County *Anderson*
Located about 5 miles Southeast of Oliver Springs in the 9th. Civil District,
Anderson County, Tennessee on the Union Valley Road.

(Scale: X inches equals 1 mile)
8

- AB S 25° 15' E 44 poles
- BC S 56° W 17 poles
- CD S 32° W 11 poles
- DE S 10° E 46 poles
- EF S 22° 30' E 46 poles
- FG S 13° E 14 poles
- GH S 65° W 47 poles
- HI N 0° 15' E 24 poles
- IJ N 45° E 15 poles
- JK N 30° W 79 poles
- KL S 53° 30' W 59 poles
- LM N 33° W 48 poles
- MN N 60° E 36 poles
- NO N 51° 45' E 54 poles
- OA N 64° E 49 poles



CLASSES OF LAND

- Crop land ()
 - Pasture land ()
 - Forest land ()
 - ()
- The grades of each class of land must be shown on the map proper.
* Name of any other class of land involved.

I certify that this is an accurate map of Tract B-133
based on
(aerial survey) (deed description) (actual survey)
which shows this tract to contain 64.2 acres, more
or less, and I further certify that the above described land is
substantially the same land as that described in a deed from
Clifford Russell, et ux
to *C. F. Law, et ux* dated *10-5-42*
and recorded in Deed Book *I-4* Page *552*
in the *Anderson* County Records
John V. Ruth *Chief Draftsman* *12-4-42*
(Name) (Title) (Date)

WAR DEPARTMENT
OFFICE OF OHIO RIVER DIVISION ENGINEER
LAND ACQUISITION SECTION, CLINTON ENGINEER WORKS,
formerly KINGSTON DEMOLITION RANGE
HARRIMAN, TENNESSEE

TRACT NO: B-133

OWNER: C. F. Law. et ux ACRES: 64.2

Located about 5 miles southeast of Oliver Springs in the 9th Civil District, Anderson County, Tennessee, on the Union Valley Road, and being more particularly described as follows:

BEGINNING at the extreme north corner of the tract herein described at a corner of Isabelle Wilson, Sam Kesterson, General Davis and J. A. Robinson Heirs; thence with Davis and the Robinson Heirs S 25° 15' E 44 poles to Lizzie Wilshire's corner in the line of Davis and Robinson Heirs; thence with the lines of Wilshire S 56° W 17 poles; thence S 32° W 11 poles; thence S 10° E 46 poles; thence S 22° 30' E 46 poles; thence S 13° E 14 poles to Josie Robinson Heirs corner in Wilshire's line; thence with a line of Robinson S 65° W 47 poles to Robinson's corner in the line of W. H. and Isabella Scarbrough; thence with Scarbrough's lines N 0° 15' E 24 poles; thence N 45° E 15 poles; thence N 30° W 79 poles; thence S 53° 30' W 59 poles to Sant Keith's corner in Scarbrough's line; thence with Keith's line N 33° W 48 poles to a corner of Keith and J. W. Pyatt; thence with Pyatt's line N 60° E 36 poles to a corner of Pyatt and J. W. Garrison; thence with Garrison line N 51° 45' E 54 poles to a corner of Garrison and Isabell Wilson; thence with a line of Wilson N 64° E 49 poles to the beginning, containing 64.2 acres, more or less.

I certify that this is an accurate legal description of Tract No. B-133, based on aerial survey and deed description which shows this tract to contain 64.2 acres, more or less, and I further certify that the above described land is substantially the same land as that described in a deed from Clifford Russell, et ux to C. F. Law, et ux, Evott Law, dated October 5, 1942, and recorded in Deed Book I-4 Page 552 in the Anderson County Records.

Date: November 30, 1942

Dynn Alspard
(Name)

Chief Engr. Aide
(Title)

4
ENG Form No. 42
(CR Form 6)
(Rev. 8-2-44)

~~RESTRICTED~~

ARMY SERVICE FORCES
Corps of Engineers

Project _____
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 _____, County of _____,

(District, Land Lot, Township)

State of _____, bounded and described as follows:

and the Vendor agrees to convey to the United States, as hereinafter _____ a valid, indefeasible fee

~~RESTRICTED~~

~~RECORDED~~

(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.

(9) The above description of the real estate is subject to such modifications as may be necessary to conform to survey (if any) made by the agents of the United States.

(10) The Vendor represents and it is a condition of acceptance of this option, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this option, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(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.

~~RECORDED~~



(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:

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

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

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



RE 601.11
CR Form 202
(3/11/43)

REAL ESTATE MANUAL
CHAPTER VI
MARCH 26, 1943

Project:

Tract No.:

Vendor:

Contract No.:

WAR DEPARTMENT

Office Chief of Engineers - Construction Division - Real Estate Branch

OPTION FOR PURCHASE OF

EASEMENT

IN CONSIDERATION OF ONE DOLLAR (\$1.00) and other valuable considerations the receipt and sufficiency of which are hereby acknowledged, the undersigned, hereinafter referred to as 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, grants to the United States of America and its assigns the exclusive option to purchase for the sum of _____
(\$ _____), a perpetual easement and right-of-way, for the purposes and including the rights hereinafter described, in, upon, under, over and across the following described land located in _____,
County of _____, State of _____,
and more particularly described as follows:

Being the land conveyed to the Vendor by deed dated _____,
recorded in _____ County records, Book _____, Page _____.

92-1525

EXHIBIT C-5

Said easement and right-of-way shall be _____ feet in width and shall be located in, on, and over said land as now or hereafter staked out on the ground or its location may be determined by survey by the War Department establishing the center line or establishing the exterior boundaries of said easement.

Said easement and rights shall be for the following purposes, namely: the perpetual right to enter upon the above described land and to construct, maintain, repair, operate, patrol, replace and/or remove a _____

including all appurtenances thereof; together with the right to trim, cut, fell and remove all trees and underbrush and obstructions within the limits of the above described right-of-way and for such distances beyond said limits and adjacent thereto as is necessary to provide adequate clearance and to eliminate interference with or hazards to the structure or utilities placed or constructed on, over, or under said land within the limits of said easements.

If this option is accepted by the United States in the period herein-after stated, the Vendor agrees to convey to the United States and its assigns, valid title to the aforesaid easement and right-of-way and appurtenances upon the following terms:

(1) The purchase price of such easement, right-of-way and appurtenances shall be payable after the United States has exercised this option and has had reasonable time in which to secure and examine the evidence of the title to the land above described and the validity of the easement to be conveyed; provided that the Vendor can and does execute and deliver to the United States, a good and sufficient deed conveying said easement and right-of-way, including all appurtenances and rights thereto above mentioned, free from all interests, liens and encumbrances, removal of which the United States may require.

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

(3) In the event of the acceptance of this option, the Vendor agrees to satisfy of record such taxes, assessments and encumbrances which are liens against the land at the time of the conveyance to the United States, as the United States may require and at the request of the United States, by its authorized representative and without prior payment or tender of the purchase price, to execute and deliver a good and sufficient deed in form satisfactory to the United States, conveying to the United States and its assigns, a valid easement and right-of-way for the purposes above stated, free and clear of all taxes, liens, encumbrances and outstanding interests, the release and discharge of which the United States may require; and the Vendor also agrees to pay any documentary revenue stamp tax required on such deed and to obtain and record such other evidence of title as may be required by the United States; it being understood that the United States will pay the fee for recordation of the deed to the United States.

(4) The Vendor further grants to the United States the Right to enter upon the land for the purpose of making surveys without being deemed to have exercised this option.

(5) The Vendor further grants to the United States the right of immediate occupancy and use of the land upon which said easement is to be located for the purposes of exercising any of the easement rights above described, from and after the acceptance of this option by the United States until such time as said easement is conveyed to the United States by the Vendor as hereinabove provided.

(6) The Vendor agrees that in the event the United States determines said easement and rights are to be acquired by Eminent Domain or by other judicial proceedings, notwithstanding the prior acceptance of this option, in order to acquire satisfactory title or to expedite such acquisition or for any other reason, then in that event the Vendor shall cooperate with the United States in the prosecution of such proceedings and the Vendor agrees that the consideration hereinabove set forth shall be the amount of the award to be decreed for all damages by reason of the taking of said easement and rights, and that this option shall constitute a stipulation which may be filed in such proceedings and shall be final and conclusive evidence of the true value of the whole of said easements and rights and of the proper award thereof to be made in such proceedings. In the event of such proceedings the occupancy and use of said easement and rights by the United States shall not be interrupted but shall continue to be enjoyed by the United States throughout the pendency of such proceedings.

(7) The spouse, if any, of the Vendor, by signing below agrees to join in any deed to the United States required hereunder and to execute any instrument deemed necessary to convey to the United States any separate or community estate or interest and to relinquish and release all dower, courtesy, homestead or other rights or interests of such spouse in the interest or rights to be conveyed pursuant to this option.

(8) The Vendor represents and it is a condition of acceptance of this proposal, that no member of or delegate to Congress or Resident Commissioner shall be admitted to or share any part of this option, or to any benefits that may arise therefrom; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

(9) References herein to the Vendor though in the singular number and masculine gender shall, where the context so admits, include the plural number and the masculine, feminine or neuter gender as the circumstances may require.

STATE OF TENNESSEE)
ROANE COUNTY)

The foregoing instrument and certificate
were noted in Note Book E Page 245
at 3:30 o'clock P M May 16 1944
and Recorded in Deed Book C Ser 6
Page 96 et seq.

Witness my hand.

/s/ Olive R. Staples
Register

STATE TAX \$.30
PROBATE FEE .15

TOTAL \$.45

~~CONFIDENTIAL~~

WARRANTY DEED

For and in consideration of the sum of Two Hundred (\$200.00) Dollars cash in hand paid, the receipt of which is here acknowledged, we, Edith Cooper Lyons and husband Roy Lyons, Ethel Cooper Aikens and husband Gertha Aikens, and Cecile Cooper Hammonds and husband Bill Hammonds, hereinafter called the grantors, have this day bargained and sold, and do by these presents transfer, bargain, sell, alien and convey unto the United States of America and its assigns, hereinafter called the grantee, the following described real estate situate in the 2nd Civil District of Roane County, Tennessee, being Tract No. N-1306, Clinton Engineer Works, and more particularly described as follows:

BEGINNING at a point in the center of Hen Valley Road, a corner of Mrs. Blanche McKinney and Mimmie Reynolds; thence leaving said road with Reynolds' line N. $46^{\circ} 15'$ E 95 feet, more or less, to a point; thence severing the lands of Edith Cooper Lyons, et al, as follows: S $39^{\circ} 07'$ E. 394.9 feet, more or less, to a point at right angles to and 95 feet left of Station 27 plus 44.9 (P.C. of curve); thence with a curve to the left having a radius of 496.42 feet, a distance of 180.1 feet, measured on the arc, to a point at right angles to and 95 feet left of Station 29 plus 25, said point being in the north boundary line of Carl F. Crosswell, et al; thence with Crosswell's line S. $50^{\circ} 53'$ W. 23 feet, more or less, to a point in the easterly right-of-way of the Southern Railroad Spur line leading from Blair to Clinton Engineer Works; thence with said right-of-way with a curve to the left having a radius of 2904.93 feet, a distance of 7 feet, more or less, measured on the arc; thence N. $51^{\circ} 46' 30''$ W 533.01 feet; thence with a curve to the right having a radius of 1046.23 feet, a distance of 38 feet, more or less, measured on the arc, to a point in the easterly boundary line of Mrs. Blanche McKinney; thence with McKinney's line N. $46^{\circ} 15'$ E. 33 feet, more or less, to the beginning, containing 1.00 acre, more or less. Being a part of the same real estate conveyed to W. M. Cooper et ux, Mellie Cooper by Annie R. and Earl Davis, by deed dated January 11, 1929 recorded in the Register's Office of Roane County, Tennessee, in Deed Book Y-4 page 322, and acquired by Edith Cooper Lyons, et al by inheritance.

TO HAVE AND TO HOLD unto the said grantee and its assigns, in fee simple forever, but this conveyance is made subject to all existing easements for public roads and highways, public utilities, railroads, and pipe lines.

The Grantors further quitclaim all right, title and interest in and to all lands located within the Clinton Engineer Works, the boundaries of which are set forth on a plat recorded in Plat Book 1, Page 86, Roane County, Tennessee, Register's Office

And we, the said grantors, for ourselves, and for our heirs and representatives, covenant with the said grantee and its assigns, that we are lawfully seized and possessed of

and its assigns, hereinafter called the grantee, the following described real estate situated in the 2nd Civil District of Roane County, Tennessee, being Tract No. N-1306, Clinton

Engineer Works, and more particularly described as follows:

BEGINNING at a point in the center of Hen Valley Road, a corner of Mrs. Blanche McKinney and Minnie Reynolds; thence leaving said road with Reynolds' line N. $46^{\circ} 15'$ E 95 feet, more or less, to a point; thence severing the lands of Edith Cooper Lyons, et al, as follows: S $39^{\circ} 07'$ E. 394.9 feet, more or less, to a point at right angles to and 95 feet left of Station 27 plus 44.9 (P.C. of curve); thence with a curve to the left having a radius of 496.42 feet, a distance of 180.1 feet, measured on the arc, to a point at right angles to and 95 feet left of Station 29 plus 25, said point being in the north boundary line of Carl F. Cromwell, et al; thence with Cromwell's line S. $50^{\circ} 53'$ W. 23 feet, more or less, to a point in the easterly right-of-way of the Southern Railroad Spur line leading from Blair to Clinton Engineer Works; thence with said right-of-way with a curve to the left having a radius of 2964.93 feet, a distance of 7 feet, more or less, measured on the arc; thence N. $51^{\circ} 46' 30''$ W 533.01 feet; thence with a curve to the right having a radius of 1046.28 feet, a distance of 38 feet, more or less, measured on the arc, to a point in the easterly boundary line of Mrs. Blanche McKinney; thence with McKinney's line N. $46^{\circ} 15'$ E. 33 feet, more or less, to the beginning, containing 1.00 acre, more or less. Being a part of the same real estate conveyed to W. M. Cooper et ux, Nellie Cooper by Annie R. and Earl Davis, by deed dated January 11, 1929 recorded in the Register's Office of Roane County, Tennessee, in Deed Book Y-4 page 322, and acquired by Edith Cooper Lyons, et al by inheritance.

TO HAVE AND TO HOLD unto the said grantee and its assigns, in fee simple forever, but this conveyance is made subject to all existing easements for public roads and highways, public utilities, railroads, and pipe lines.

The Grantors further quitclaim all right, title and interest in and to all lands

located within the Clinton Engineer Works, the boundaries of which are set forth on a plat recorded in Plat Book 1, Page 86, Roane County, Tennessee, Register's Office

And we, the said grantors, for ourselves, and for our heirs and representatives, covenant with the said grantee and its assigns, that we are lawfully seized and possessed of the said land in fee simple, have a good and lawful right to sell and convey the same, and that said premises are clear, free, and unencumbered, and the grantors do further covenant and bind their heirs and representatives, to warrant and forever defend the title to the said grantee and its assigns against the lawful claims of all persons whomsoever, and do hereby make this conveyance with a General Warranty of title.

~~RESTRICTED~~

IN WITNESS WHEREOF, we, Edith Cooper Lyons and husband Roy Lyons, Ethel Cooper Aikens and husband Gertha Aikens, and Cecile Cooper Hammonds and husband Bill Hammonds, who hereby release their right of courtesy, dower and homestead in the premises, have hereunto set our hands on this the 12th day of May, 1944.

Cancelled
U.S.I.R.
Stamps
7-12-44
.55¢

/s/ Frank J. Corrano
/s/ Frank J. Corrano

/s/ Edith Cooper Lyons
Edith Cooper Lyons
/s/ Roy Lyons
Roy Lyons
/s/ Ethel Cooper Aikens
Ethel Cooper Aikens
/s/ Gertha Aikens
Gertha Aikens
/s/ Cecile Cooper Hammonds
Cecile Cooper Hammonds
/s/ Bill Hammonds
Bill Hammonds

STATE OF TENNESSEE
COUNTY OF ROANE

Personally appeared before me, John E. Bryan, a Notary Public in and for the said State and County, Edith Cooper Lyons and husband Roy Lyons, and Cecile Cooper Hammonds and husband Bill Hammonds, the within named bargainers, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND official seal on this the 12th day of May, 1944.

My Commission Expires:

July 19, 1944

/s/ John E. Bryan
Notary Public

(NOTARY SEAL)
STATE OF DELAWARE

COUNTY OF New Castle

Certificate filed in Roane County, Tennessee, on April 25, 1944, as authorized by Section 5896(1) Code of Tennessee.

Personally appeared before me, Ethel Cooper Aikens and husband Gertha Aikens, the within named bargainers, with whom I am personally acquainted and who acknowledged

5-12-44
.55¢

/s/ Frank J. Corrano

/s/ Frank J. Corrano

/s/ Roy Lyons
Roy Lyons

/s/ Ethel Cooper Aikens
Ethel Cooper Aikens

/s/ Gertha Aikens
Gertha Aikens

/s/ Cecile Cooper Hammonds
Cecile Cooper Hammonds

/s/ Bill Hammonds
Bill Hammonds

STATE OF TENNESSEE

COUNTY OF ROANE

Personally appeared before me, John E. Bryan, a Notary Public in and for the said State and County, Ethel Cooper Lyons and husband Roy Lyons, and Cecile Cooper Hammonds and husband Bill Hammonds, the within named bargainers, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND official seal on this the 12th day of May, 1944.

My Commission Expires:

July 19, 1944

/s/ John E. Bryan
Notary Public

(NOTARY SEAL)

STATE OF DELAWARE

COUNTY OF New Castle

Certificate filed in Roane County, Tennessee, on April 25, 1944, as authorized by Section 5896(1) Code of Tennessee.

Personally appeared before me, Ethel Cooper Aikens and husband Gertha Aikens, the within named bargainers, with whom I am personally acquainted and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this the 8th day of May, 1944.

My Commission Expires:

Notary Public

My Commission Expires Aug. 1, 1948

/s/ Frank J. Corrano
Notary Public

(NOTARY SEAL)

IN WITNESS WHEREOF, we have hereunto set our hands on this 15

day of April, 1944.

Witness to Signature:

/s/ Mack H. Smith
/s/ George B. Sebastian

/s/ Leota Breazeale
 /s/ Jack Breazeale
 /s/ William Claude Smith
 /s/ Grace Smith
 /s/ Dessie Johnson
 /s/ Herbert Johnson
 /s/ Gertha Smith
 x /s/ Grace Smith
 /s/ Rupert Smith
 /s/ Eloise Smith
 /s/ Artie Watson
 x /s/ John Watson
 /s/ Mack H. Smith
 /s/ Marie Smith
 /s/ Lela Scandlyn
 /s/ Tom Scandlyn
 /s/ Edna Smith Davis
 /s/ Chet Davis
 /s/ Letha Johnson
 /s/ Letha Johnson
 /s/ Burke Johnson
 /s/ Burke Johnson
 /s/ Bill Smith
 /s/ Bill Smith
 /s/ Billie Smith
 Billie Smith

Seal:
Harry J. Joyce
Notary Public
Roane County, Tennessee

State of Tennessee }
Loudon County }

Personally appeared before me the undersigned authority, _____

Leota Breazeale and her husband Jack Breazeale

_____ the within named bargainers, with whom I am personally

[REDACTED]

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That we, Bill Smith and his wife, Billie Smith, Rupert Smith and his wife, Eloise Smith, William Claude Smith and his wife, Grace Smith, Mack H. Smith and his wife, Marie Smith, Gertha Smith and his wife, Grace Smith, Lela Scandlyn and her husband, Tom Scandlyn, Dessie Johnson, and her husband, Herbert Johnson, Letha Johnson and her husband, Burke Johnson, Leta Breazeale and her husband, Jack Breazeale, Artie Watson and her husband, John Watson, and Edna Smith Davis and her husband, Chet Davis, do hereby nominate, appoint and constitute, Mollie J. Smith, Route 2, Kingston, Tennessee, our true and lawful agent and attorney-in-fact, hereby authorizing and directing our said agent and attorney-in-fact, for us and in our name, place and stead, to transact all our business of whatsoever nature or kind, and in the transaction of said business to sign our name to any and all papers, or documents necessary in the transaction of said business; agreeing that the sum offered by the United States of America, in the amount of Twelve Hundred (\$1200.00) Dollars, is the fair market value of two tracts of land located in Roane County, Tennessee, in which we are joint owners and on which a perpetual easement is being acquired by the United States of America. Said tract or tracts being more fully described in the files of the Land Acquisition Office, Harriman, Tennessee, and known as Tracts No. M-1202-E and M-1204-E, respectfully, and containing 6.81 acres, authorizing and directing our said agent to sign our name to all papers, deeds, options, vouchers or documents, necessary to convey title to said easement, to the United States of America, including the indorsement of the checks made payable to us and drawn on The Treasury of the United States of America, and further authorizing and directing our said agent to cash and receive the amount of the heretofore mentioned checks, and to use said funds in fencing and improving the property in any manner she may see fit.

We hereby reatify and confirm any and all acts performed by our said agent and attorney-in-fact, in the transaction of said matters and any and all acts performed by her hereunder shall be as binding on us as if personally performed by us.

[REDACTED] EXHIBIT C-8

State of Indiana)
County of Wayne)

Personally appeared before me the undersigned authority, _____
_____ Bill Smith and Billie Smith, husband and wife

_____ the within named bargainers, with whom
I am personally acquainted, and acknowledged that they executed the foregoing
instrument for the purposes therein contained.

* WITNESS MY HAND and official seal, on this 11th day of
April, 1944.

My Commission Expires:
Jan. 20, 1945

/s/ J. Lawrence Bryan
J. Lawrence Bryan, Notary Public

* Seal:
Notary Public
Wayne County, Indiana

STATE OF TENNESSEE)
ROANE COUNTY)

The foregoing instrument and certificate
were noted in Note Book E Page 247
at 10:30 o'clock A.M. May 31 1944
and recorded in Deed Book C Series C
Page 156 et seq
Witness my hand.

/s/ Olive R. Staples
Register



EXHIBIT C-8

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA)

vs-)

58,200 acres of Land in Boone)
and Anderson Counties, Tennessee,)
and ED C. BIRDNER, et al.)

Civil Action No. 429

PETITION FOR CONDEMNATION

TO THE HONORABLE GEORGE C. TAYLOR, JUDGE OF THE DISTRICT
COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF TENNESSEE:

This petition brought on behalf of the United States of
America by James B. Franler, Jr., United States Attorney for the
Eastern District of Tennessee, and J. O. McKensie, Special Attorney
for the Department of Justice, acting under instructions of the
Attorney General of the United States and at the request of the
Secretary of War, respectfully shows as follows:

I

That this petition is filed under the provision of the follow-
ing Acts of Congress:

Act approved August 1, 1888 (25 Stat. 387)

Act approved August 18, 1890 (26 Stat. 318),
as amended July 2, 1917 (40 Stat. 241),
April 11, 1918 (40 Stat. 518, 50 U. S. C.
Sec. 171), and March 27, 1942 (Public Law
507 - 77th. Congress):

Act approved July 8, 1942 (Public Law 449
77th. Congress)

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

C
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UNITED STATES OF AMERICA)
)
vs-)
)
56,200 Acres of Land in Roane)
and Anderson Counties, Tennessee,)
and ED C. BROWDER, et al.)

Civil Action No. 429

PETITION FOR CONDEMNATION

TO THE HONORABLE GEORGE C. TAYLOR, JUDGE OF THE DISTRICT
COURT OF THE UNITED STATES FOR THE EASTERN DISTRICT OF TENNESSEE:

This petition brought on behalf of the United States of
America by James B. Frazier, Jr., United States Attorney for the
Eastern District of Tennessee, and J. G. McKenzie, Special Attorney
for the Department of Justice, acting under instructions of the
Attorney General of the United States and at the request of the
Secretary of War, respectfully shows as follows:

I

That this petition is filed under the provision of the follow-
ing Acts of Congress:

- Act approved August 1, 1888 (25 Stat. 357)
- Act approved August 18, 1890 (26 Stat. 316),
as amended July 2, 1917 (40 Stat. 241),
April 11, 1918 (40 Stat. 518, 50 U. S. C.
Sec. 171), and March 27, 1942 (Public Law
507 - 77th. Congress):
- Act approved July 2, 1942 (Public Law 649
77th. Congress)

II

That in the opinion of the Secretary of War it is necessary and advantageous to the Government to acquire title to the hereinafter described lands in connection with the establishment of Kingston Training Site to be used for military purposes, the national defense and the successful prosecution of the war, by condemnation, under judicial process, and the money has been appropriated for such purposes by Act of Congress approved July 2, 1942 (Public Law 649 - 77th. Congress), and is available to pay for said lands.

III

That pursuant to the above findings the Secretary of War has selected for acquisition by the United States of America the lands hereinafter described to be used and/or utilized for a military training site in connection with the Kingston Training site and to otherwise meet the needs vital to the national defense and the successful prosecution of the war. The lands so selected and designated are described as follows:

The following described tract or boundary of land lying and being situate within the Second Civil District of Roane County, Tennessee, and the Eighth and Ninth Civil Districts of Anderson County, Tennessee, and being more particularly bounded and described as follows:

BEGINNING at a point in the west line of the L. & N. Railroad Wind Rock Branch where the county road crosses the same at a point 200 feet, more or less, northwest of Dessett Station on said L. & N. Railroad; thence northwesterly and southwesterly following the westerly and southerly right-of-way line of said L. & N. Railroad 4.56 miles, more or less, to Batley Station on said L. & N. Railroad; thence, leaving the L. & N. Railroad right-of-way and on an approximate bearing S. 55 degrees West, 1.25 miles, more or less, to the fork of the Mahoney Road and Highway #61; thence continuing on an approximate bearing S. 50 degrees West, 3.05 miles, more or less, to a point in the center of the East Fork-Valley-Oliver Springs Road at the point of the main curve in said road on the North side of Black Oak Ridge, said point being approximately $\frac{1}{4}$ mile south measured from the junction of said road and the Maloneyville Road opposite Lockett's Ford Bridge; thence continuing

on an approximate bearing S. 49 degrees W., 3.7 miles, more or less, to a point near a two story shed on the property of Robert Gallaher, thence continuing on an approximate bearing S. 37 degrees W., 2.7 miles, more or less, to a point in the center of Clinch River at River Mile 11.4; thence upstream with the center line of Clinch River and its various meanders 40 miles to the West line of the L. & N. Railroad bridge across Clinch River; thence northwesterly leaving the river and following the west right-of-way of the L. & N. main line $1\frac{1}{2}$ miles, more or less, to the point of junction of the L. & N. main line and the Wind Rock Branch line of said L. & N. Railroad, said point of junction being approximately 100 feet, more or less, south of Dessett Station; thence continuing northwesterly with the west right-of-way line of the L. & N. Railroad Wind Rock Branch 300 feet, more or less, to the place of beginning, and containing 56,200 acres, more or less.

Said lands are more particularly described on the attached map entitled "Revised Area, Kingston, Tennessee, September 1942" marked Exhibit "A" and made a part of this petition.

IV

That the estate taken for said public use is the full fee title thereto, subject however, to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines. The United States now being at war, the immediate and complete possession of said lands is needed by your petitioner for the successful prosecution of the war and the national defense, and petitioner alleges that it is entitled to the same in pursuance to the provisions of 50 U. S. C. Section 171, as supplemented by Title II of the Second War Powers Act of 1942 in order that the public works to be conducted thereon in connection with the Kingston Training Site may not further be delayed.

V

The public land records of Roane and Anderson Counties, Tennessee, and other information acquired by your petitioner indicate that the following named persons have, or may claim to have

some right, title, interest or estate in and to the above described lands, or some part thereof, which should be divested out of them, and each of them, and vested in your petitioner, to wit:

Ed C. Browder,	Harriman, Tennessee
E. W. McKinney,	Oliver Springs, Tenn., Route No. 1
E. W. Arnold,	Wheat, Tennessee
J. W. Lockett,	Oliver Springs, Tenn., Route No. 1
J. B. Jones,	Edgemore, Tennessee, Route No. 1
J. Nash Coleman,	Oliver Springs, Tenn., Route No. 1
C. W. Peak,	Clinton, Tennessee
G. V. Foster,	Edgemore, Tennessee Route No. 1

The counties of Roane and Anderson and the State of Tennessee have, or may claim to have claim or claims for taxes and assessments, interest and penalties, and said counties, together with its Trustees, Tax Collectors, Circuit Court Clerks and the Clerk & Masters of the Chancery Courts of said counties as well as the Commissioner of Finance & Taxation of the State of Tennessee are made parties defendant hereto to the end that they may be served with process and required to come into this Honorable Court and prove their respective claims.

In addition to all of the parties above-mentioned, there may be other persons, firms or corporations who may own some part of, or have some interest in some part of, or lien or encumbrance on or against said lands, or some part thereof, or claiming or holding some right, title, interest or estate therein, whose names are unknown to your petitioner and cannot be ascertained upon diligent inquiry, who

derive, or claim to derive, their right, title, interest or estate as consorts, heirs, devisees, donees, alienees or immediate mesne or remote, voluntary or involuntary grantees or assignees, and petitioner avers that reasonable diligence has been used to ascertain the same without success, and all persons, firms, associations and corporations, known or unknown, including unknown officers, trustees, directors or shareholders of any defunct corporation, having or claiming to have any right, title, interest, estate, demand, lien, encumbrance or claim of any kind or character whatsoever are made parties defendant to this petition.

WHEREFORE, your petitioner prays that this Honorable Court take jurisdiction of this cause and make and have entered all such orders, judgments and decrees as may be necessary to bring all the known owners of said lands before the court, and to make all unknown parties, firms and corporations having any interest therein parties defendant hereto, and will appoint a guardian ad litem to appear for and defend the interests of any defendant who may be an infant, of unsound mind, or otherwise disqualified, and that a trial be had at the next term of this court as provided by Chapter 262 of the Acts of the General Assembly of the State of Tennessee for the year 1937, or if all such orders, judgments and decrees necessary to vest the entire and unencumbered fee to said lands in the United States of America, except as herein specified, upon the payment into the registry of the court the just compensation therefor, and to make a just distribution of the final award among those entitled thereto as expeditiously as practicable, according to the interests of the respective parties.

UNITED STATES OF AMERICA

By JAMES B. FRAZIER, JR.,
United States Attorney.

By E. Ray Hawk
Assistant U. S. Attorney

By J. G. McKenzie
Special Attorney, Department

STATE OF TENNESSEE)
)
COUNTY OF KNOX)

E. Ray Hawk, Assistant United States Attorney for the Eastern District of Tennessee, being duly sworn avers: That those facts stated in the foregoing petition as of his own knowledge are true, and those based on information and belief, he believes to be true; and affiant further states that diligent search and inquiry has been made by the petitioner to ascertain the names, places of residence, legal disability and interest of the owners and mortgagees of the property, and those as ascertained are set forth in the petition.

Assistant United States
Attorney

Subscribed and sworn to before me this the ____ day of
October, 1942.

LEE A. BEELER, Clerk

By _____
Deputy Clerk

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA)

vs.)

56,200 Acres of Land in Roane ()
and Anderson Counties, Tenn-)
essee, and Ed. C. Browder, ()
et al.)

Civil Action No. _____

ORDER OF IMMEDIATE POSSESSION

This day comes the petitioner, United States of America in the above entitled cause, by James B. Frazier, Jr., United States Attorney for the Eastern District of Tennessee, and J. G. McKenzie, Special Attorney for the Department of Justice, and moves the Honorable Court to make and have entered an order giving the United States of America the immediate and exclusive possession of the lands set out and described in the petition in condemnation filed herein, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines in order that said lands may be forthwith utilized and occupied by the United States of America for use in connection with the establishment of the Kingston Training Site, the immediate possession of said lands being necessary for the successful prosecution of the War.

And the Court having fully considered said petition, the motion of the United States for immediate possession and the provisions of the Acts of Congress relating thereto, is of the opinion that the United States of America is entitled to condemn the lands

set out and described in the petition, and have the immediate possession and use thereof.

It is, therefore, ORDERED, ADJUDGED and DECREED by the Court that the immediate possession and use of the land described in the petition in condemnation filed herein, for the purpose therein contained, be the same is hereby given to the United States of America as of the 7th day of October, 1942, but the United States shall not have exclusive possession of the property except where exclusive possession is essential to full and complete development of the project, but the present owners and their agents may continue to use the property until further orders of the Court so long as said use by said owners or their agents does not interfere with the development of said project by the United States.

If there should be conflict between the agents of the United States and the owners of the property and/or their agents as to the necessity for immediate exclusive possession of the lands, or any part thereof, such conflict shall be submitted to the Court forthwith.

Said right of possession and use given to the United States of America is done in pursuance to the provisions of Title 50, U. S. C. Section 171, as supplemented by Title II of the Second War Powers Act of 1942, in order that the public works to be conducted thereon in connection with the establishment of the Kingston Training Site may not be further delayed.

Done this the 6th day of October, 1942.

APPROVED FOR ENTRY:

Judge.

IN THE
UNITED STATES DISTRICT COURT
IN AND FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner,

Vs.

56,200 ACRES OF LAND, MORE OR LESS,
SITUATE IN ROANE AND ANDERSON COUNTIES,
TENNESSEE, AND ED. C. BROWDER,
ET AL,
Defendants.

CIVIL ACTION NO. 429

DECLARATION

OF TAKING

NO. 34

TO THE HONORABLE,
THE UNITED STATES DISTRICT COURT:

I, HENRY L. STIMSON, Secretary of War of the

United States, do hereby declare that:

1. (a) The lands hereinafter described are taken under and in accordance with the Act of Congress approved February 26, 1931 (46 Stat. 1421; 40 U.S.C. sec. 258a), and Acts supplementary thereto and amendatory thereof, and under the further authority of the Act of Congress approved August 18, 1890 (26 Stat. 316), as amended by the Acts of Congress approved July 2, 1917 (40 Stat. 241), April 11, 1918 (40 Stat. 518; 50 U.S.C. sec. 171), and March 27, 1942 (Public Law 507 - 77th Congress), which Acts authorize the acquisition of land for military or other war purposes, and the Act of Congress approved July 2, 1942 (Public Law 649 - 77th Congress), which Act appropriated funds for such purposes.

(b) The public uses for which said lands are taken are as follows: The said lands are necessary adequately to provide for a military training site and uses incident thereto. The said lands have been selected by me for acquisition by the United States for use in connection with the establishment

████████████████████

of the Clinton Engineer Works, formerly known as the Kingston Training Site, Kingston, Tennessee, and for such other uses as may be authorized by Congress or by Executive Order and are required for immediate use.

2. A general description of the lands being taken is set forth in Schedule "A" attached hereto and made a part hereof and is a description of part of the same lands described in the petition in the above entitled cause,

3. The estate taken for said public uses is the full fee simple title thereto, subject, however, to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines.

4. A plan showing the lands taken is annexed hereto as Schedule "B" and made a part hereof.

5. The sum estimated by me as just compensation for said land, with all buildings and improvements thereon and all appurtenances thereto, and including any and all interests hereby taken in said lands, is set forth in Schedule "A" herein, which sum I cause to be deposited herewith in the Registry of said Court for the use and benefit of the persons entitled thereto. I am of the opinion that the ultimate award for said lands will probably be within any limits prescribed by law as the price to be paid therefor.

IN WITNESS WHEREOF, the petitioner, by its Secretary of War, thereunto authorized has caused this declaration to be signed in its name by said HENRY L. STIMSON, Secretary of War, this the 10th day of February, A. D. 1944, in the City of Washington, District of Columbia.

HENRY L. STIMSON
Secretary of War of the
United States

SCHEDULE "A"

The land which is the subject matter of this Declaration of Taking aggregates 8.1 acres, more or less, situate and being in the Counties of Anderson and Roane, State of Tennessee. A description of the lands taken, together with the names of the purported owners thereof and a statement of the sum estimated to be just compensation therefor, is as follows:

TRACT NO. C-294

DESCRIPTION:

Situate about 3 miles East of Oliver Springs on top of Black Oak Ridge in the 8th Civil District, Anderson County, Tennessee, and being more particularly described as follows:

BEGINNING at the Northeast corner of the tract herein described, a corner in the line of Sam Carter Heirs tract, a corner in the West line of E. C. Cross; thence, with the line of E. C. Cross, South 11 degrees 00 minutes East 31 poles to a corner in another tract of Sam Carter Heirs; thence, leaving the E. C. Cross line, and with the lines of Sam Carter Heirs, South 65 degrees 00 minutes West 20 poles; thence, North 33 degrees 30 minutes West 19 poles; thence, South 56 degrees 30 minutes West 9 poles to the Southeast corner of Woods' Chapel lot; thence, with the East line of Woods' Chapel lot, North 34 degrees 45 minutes West 11 poles to a point in the South line of Wm. Griffith Heirs tract; thence, leaving the Woods' Chapel lot, and with the South line of said Griffith Heirs and Sam Carter Heirs tract, North 62 degrees 15 minutes East 39 poles to the beginning, containing 5.3 acres, more or less.

The above described land is substantially the same land as that described in a deed from Eliga Woods and wife, Jane Woods to Jesse Staples, dated September 8, 1905, recorded September 12, 1905, in Deed Book V-2, Page 289, in Anderson County Records.

Name of Purported Owner:	Jessee Staples
Address of Purported Owner:	% Walter W. Harris, 408 West 5th Street Cincinnati, Ohio
Estimated Compensation:	\$300.00

TRACT NO. H-774

DESCRIPTION:

Situate in the 2nd Civil District, Roane County, Tennessee, about 9 miles South of Oliver Springs on the right descending bank of the Clinch River, and being more particularly described as follows:

BEGINNING at a point which bears South 14 degrees 37 minutes West 93.4 poles from northernmost corner of the S. S. (Sylvester) Hensley Heirs tract No. H-767, said beginning corner also being common to the lands of Tennessee Valley Authority; thence, with a line of Tennessee Valley Authority, South 16 degrees 44 minutes East 24.8 poles to a corner of S. S. (Sylvester) Hensley Heirs; thence, with Hensley's lines, North 82 degrees 00 minutes West 35.8 poles; thence, North 58 degrees 00 minutes East 34.2 poles to the beginning, containing 2.8 acres, more or less.

The above described land is a part of the same land as that described in a deed from T. M. Peters, et al, to S. S. Hensley, dated August 30, 1921, and recorded in Deed Book F-4, Page 569, in the Roane County Records.

Name of Purported Owners:	Rebecca Hensley et al
Address of Purported Owners:	Gate City, Virginia
Estimated Compensation	\$125.00

The gross sum estimated to be just compensation for the lands hereby taken is \$425.00.

IN THE DISTRICT COURT OF THE UNITED STATES

FOR THE EASTERN DISTRICT OF TENNESSEE

NORTHERN DIVISION

UNITED STATES OF AMERICA

vs.

56,200 Acres of Land, more or less,
Situate in Roane and Anderson Counties,
Tennessee, and ED C. BROWDER, et al.

)
(
) Civil Action No. _____
(
(
)

MOTION TO WITHDRAW FUNDS AS
TO TRACT NO. _____

Defendant, _____, would respectfully show to the Court that he is the owner in fee of Tract No. _____, located in _____ County, Tennessee, consisting of _____ acres, which he acquired by the Warranty Deed of _____, dated the _____ day of _____, 1_____, and recorded in Book _____, at page _____ of the Register's Office of _____ County; that said tract of land is unencumbered except for taxes for the years _____ and the following indebtedness secured by a mortgage given to _____, which mortgage is for the purpose of securing _____ notes aggregating the sum of \$ _____, including interest recorded in the Register's Office of _____ County, in Book _____, at page _____. That the United States of America at the time of filing of Declaration of Taking No. _____ deposited into the Registry of the Court as estimated compensation for said tract of land the sum of \$ _____.

Defendant accordingly moves the Honorable Court for an order permitting the withdrawal of the \$ _____ paid into Court by the United States of America for said tract of land, or such part thereof as the Court is of the opinion should be paid out at this time, all in accordance with the statutes of the United States as found in 40 U.S.C.A. Section 258A as amended; and that the amount so withdrawn may be credited on account of the just compensation to be awarded eventually in this proceeding.

ADDRESS:

RECORDED

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE

NORTHERN DIVISION

United States of America,
Petitioner,

v.

56,200 Acres of Land, more or
less, situate in the Counties
of Roane and Anderson, State
of Tennessee, Ed. C. Browder,
et al.,

Defendants

CIVIL NO. _____

STIPULATION

It is hereby Stipulated and Agreed by and between United States of
America, hereinafter called the Petitioner, and _____
_____, hereinafter called the Defendant, that

Whereas, action in condemnation was commenced in the above-entitled
Court on the 6 day of October, A. D., 1942, by filing a Petition in Condemnation
and a Declaration of Taking on behalf of the United States of America, at the
request of Honorable Henry L. Stimson, Secretary of War; and

Whereas, in accordance therewith, on the _____ day of _____, A.D.,
1942, a judgment on said Declaration of Taking was duly made and entered in the
above-named Court in favor of the Petitioner and against the above-named Defendant
and Tract No. _____, in _____ County, State of Tennessee, more
specifically described as follows:



- 2 -

And under the provisions of an Act of Congress approved February 26, 1931 (46 Stat. 1421), the title to the land above described in fee simple was vested in the United States of America and the right to just compensation for same was likewise under the provisions of said Act vested in the persons entitled thereto, and, with reference to said land, the sum of _____ Dollars was deposited in the Registry of said above-named Court for the use of the persons entitled thereto at the time of the filing of said Declaration of Taking; and that the appraised price of crops now growing on said land, which the United States of America prevented the defendant from harvesting was \$ _____, which amount has not been so deposited;

Whereas, the above-named Defendant was the owner in fee simple absolute of the premises hereinbefore described at the time of the filing of said Declaration of Taking and entry of judgment thereon; which tract of land was acquired from _____ by _____ dated ____ day of _____, 19____, and recorded in _____ Book, page _____, _____ County Records; subject to the rights of _____, tenant, in the amount of \$ _____;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the above-named parties that the undersigned does hereby enter his appearance in this action and expressly waives service of summons, complaint, petition, order of taking and appraisal by commissioners, a trial by jury, and any and all other process and proceedings, hereby expressly waiving any and all rights affected thereby, and does hereby further offer, tender and deliver any other documents which may be deemed necessary to perfect the title in the said petitioner, and hereby further agrees and stipulates, that upon the filing of this stipulation, the Honorable, the United States District Court for the Eastern District of Tennessee is hereby authorized, empowered and petitioned, without further notice, to enter a final judgment and decree in said action in accordance with the prayer of said petition in condemnation herein, determining the said sum of _____ Dollars, without interest to be just compensation for said land and crops.

In Witness Whereof, the parties have hereunto set their names this
_____ day of _____, A. D., 194__.

UNITED STATES OF AMERICA,
Petitioner,

By _____
United States Attorney for
the Eastern District of
Tennessee

By _____
Special Attorney

WITNESSES TO SIGNATURES OF
DEFENDANTS:

Defendant in Person

Defendant in Person

Defendant in Person

Defendant in Person

Tenant

DEC 11 194__

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE EASTERN DISTRICT OF TENNESSEE
NORTHERN DIVISION

UNITED STATES OF AMERICA,
Petitioner

vs.

56,200 acres of land, more or less,
situate in Roane and Anderson Counties,
Tennessee and Ed C. Browder, et al,
Defendants.

Civil Action No. 429

Department of Justice
File No. 33-44-182-1

FINAL JUDGMENT ON STIPULATION
Jesse Staples Tract C-294
Declaration of Taking 34

This cause coming on for hearing at this term of Court before the Honorable George C. Taylor, Judge of the United States District Court for the Eastern District of Tennessee, and upon consideration thereof, and it appearing to the Court that the petitioner has filed Declaration of Taking No. 34, covering and including Tract No. C-294 in Anderson County, Tennessee, set out and fully described in the Judgment on the Declaration of Taking, and that title to said tract of land was indefeasibly vested in fee simple absolute in the petitioner, subject to existing easements for public roads and highways, for public utilities, for railroads and for pipe lines, by the filing of said Declaration of Taking, and that all parties owning an interest in said tract stipulated and agreed on June 5, 1944, that the just compensation for the land, and all damages for the taking thereof, shall be THREE HUNDRED and No/100 (\$300.00) DOLLARS, this being the amount the petitioner has heretofore deposited into the registry of the Court on account of just compensation to be paid for the taking of said tract of land.

And it further appearing to the Court that by virtue of a deed from Elijah Woods and wife, Jane Woods, dated September 8, 1925, recorded in the Register's office of Anderson County, Tennessee, in Deed Book X-2 at page 269, Jessie Staples acquitted title to said tract of land and upon his death, on or about December 12, 1940, the same descended to his son, John Henry Staples, subject to the life estate of Cora Staples, widow of Jessie Staples, and they were the owners of all interests in said tract of land at the time of the filing of the declaration of taking, or at the time possession of the land was taken by the Government; and that subsequent to the death of the said Jessie Staples, Walter W. Harris was appointed Administrator of his estate.

It is, ORDERED, ADJUDGED and DECREED by the Court that the sum of \$300.00, the amount deposited into the registry of the court at the time of the filing of the declaration of taking, is the full, adequate and just compensation for the land, that the fee simple title to the land, subject to the easements heretofore set out, is vested in the United States of America and divested out of all other persons, and the Clerk of the Court is hereby authorized to:

1. Pay all taxes and assessments, interest and penalties due the State of Tennessee and the County of Anderson, including those taxes for the year 1944.
2. Pay the remainder by joint check unto John Henry Staples, Cora Staples and Walter W. Harris, Administrator of the Estate of Jessie Staples, deceased, mailing the same to the said Walter W. Harris at 408 W. 5th Street, Cincinnati 2, Ohio.

APPROVED FOR ENTRY:

Leslie R. Darr

Approved:

J. B. FRAZIER, Jr.
United States Attorney

Judge.

By James M. Meek
Assistant U. S. Attorney

J. G. McKensie
Special Attorney

ATTEST:

A true copy.
Certified this Jul 17 1944
LEE A. BEELER, CLERK
By /s/ Madge Booker
Deputy Clerk

~~RESTRICTED~~

Clinton Engineering Works
Roane & Anderson Counties, Tennessee
Tract No. _____

LAND LEASE

BETWEEN No. W _____ ENG _____

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

whose address is

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 mention-
ed covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described
premises, viz:

to be used for the following purpose: For use in connection with the op-
eration and maintenance of Clinton Engineering Works, Roane and Anderson Counties,
Tennessee.

Real Est.

~~RESTRICTED~~

~~RESTRICTED~~

3. TO HAVE AND TO HOLD the said premises for the term beginning through June 30, 194 , 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 (6) months after the date of termination of the unlimited national emergency, as described by the President of the United States in Proclamation No. 2487 dated 27 May 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, 35 East Gay Street, Columbus, Ohio. Invoices covering each rental period shall be mailed to the Division Engineer, Ohio River Division, P. O. Box 1799, Columbus, 16, Ohio.

5. The Government shall have the right, during the existence of this lease, to erect fences, construct roads and bridges, and to do all things necessary for patrolling the premises hereby leased. The fences, roads and bridges, or pertinent installations 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. The Government shall surrender possession of the premises upon the expiration or termination of this lease and, if required by the Lessor, shall, within days thereafter, or within such additional time as may be mutually agreed upon, return the premises in as good condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; provided that, if the Lessor requires the return of the premises in such condition, the Lessor shall give written notice thereof to the Government at least days before the expiration or termination of the lease; and provided further, that should the Lessor give such notice within the time specified above, the Government shall have the right and privilege of making a cash settlement with the Lessor in lieu of performance of its obligation, if any, to restore the real estate. It is expressly understood and agreed by and between the Lessor and the Government that the Government shall be obligated to restore the buildings, fences, and/or other improvements now located on the demised premises, but that the Government shall not be liable for any damage to the real estate other than damage to the real estate designated "crop land" and that the Government shall not be obligated to restore the real estate other than the real estate designated "crop land". The term "crop land", as used herein, shall be defined as being that portion or portions of the demised real estate bearing crops which were harvested during the year 1944. Should a mutually acceptable settlement be made hereunder, the parties shall enter into a supplemental agreement hereto effectuating such settlement.

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

~~SECRET~~

MANHATTAN DISTRICT HISTORY

BOOK I - GENERAL

VOLUME 10 - LAND ACQUISITION GEN

APPENDIX "H"

DOCUMENTS, E., AVAILABLE IN FILES IN REAL ESTATE DIVISION, ORD

<u>No.</u>	<u>Title</u>
1	Tiet Register
2	Land Acquisition Map
3	Legal Description of All Tracts
4	Tract Maps
5	Complete Tract Appraisals
6	Large Scale Maps of Area
7	Declarations of Taking
8	Pictures of Improvements
9	Map Showing Utilities and Highways
10	Certificates of Title
11	Gross Appraisals
12	Directive Maps

~~SECRET~~

35445

~~RESTRICTED~~

Reference Data for Documents,
Maps and Related Material for
Clinton Engineer Works Project

1. Tract Register - See Clinton Engineer Works file of the Acquisition Branch, Real Estate Division, Ohio River Division
2. Land Acquisition Map - See general map files, Requirements and Records Branch, Real Estate Division, Ohio River Division
3. Legal Descriptions of all tracts - See individual tract files of the Acquisition Branch, Real Estate Division, Ohio River Division
4. Tract Maps - See individual tract files of the Acquisition Branch, Real Estate Division, Ohio River Division
5. Complete Tract Appraisals - See individual tract files of the Acquisition Branch, Real Estate Division, Ohio River Division
6. Large scale maps of area - See general map files, Mapping Section, Requirements and Records Branch, Real Estate Division, Ohio River Division
7. Declarations of Taking - See Clinton Engineer Works files, Condemnation Section, Acquisition Branch, Real Estate Division, Ohio River Division
8. Pictures of Improvements - See individual tract files, Acquisition Branch, Real Estate Division, Ohio River Division
9. Map showing Utilities and Highways - See map files, Relocation Section, Acquisition Branch, Real Estate Division, Ohio River Division
10. Certificates of Title - See individual tract files, Acquisition Branch, Real Estate Division, Ohio River Division
11. Gross Appraisals - See File 601.1, Clinton Engineer Works, Requirements and Records Branch, Real Estate Division, Ohio River Division
12. Directive Maps - All such maps on file in the Office, Chief of Engineers, Washington, D. C.