



**FILE
START**

**Some pages
unreadable
and/or missing**

More info on why

an News Services

Computer # _____

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

Primary Branch, Department, Bureau, or Office producing materials:

D-18
Subgroup of the above: _____

Author/Title/Date of publication (if any) of specific materials:

Subject of materials: (See schedule in TTPI Files System Manual)

Marshall Islands - Admiralty - Contract 1, Admiralty
Service Land Admiralty - Marshall Islands
Geographic area dealt with in materials:

TTPI at large:
Individual districts:
Individual governments:
Individual islands:
Other:

Span of years covered by materials: *1941-1945*

Format of information:

Correspondence:
Reports:
Clippings:
Other:

Physical arrangement of materials: (How are they organized within the file?)

Geographically:
Chronologically:
By subjects:
By organization:
Other:

Physical location of materials: (Area where presently located)

Office: *D-18* Subgroup: _____
File cabinet number: *70-101*
Drawer number: *1*
File folder number: *1-1*
Estimated quantity of materials: *1-2*

Recorded by: *fr*

Date: *7.1.46*

Disposition of originals: *Ref*

Microfilm roll No.: *78*

Frame #:

Computer # _____

TRUST TERRITORY OF THE PACIFIC ISLANDS--ARCHIVES SURVEY FORM

Branch, Department, Bureau, or Office producing materials:

up of the above:

Title/Date of publication (if any) of specific materials:

of materials: (See schedule in TTPI Files System Manual)

Description: *Marshall Islands - Appraisals - Conduct for Appraisals*
Land Appraisals - Marshall Islands

phic area dealt with in materials:

TPI at large:

individual districts:

individual governments:

individual islands:

ther:

f years covered by materials: *1942-1953*

of information:

correspondence:

reports:

clippings:

ther:

al arrangement of materials: (How are they organized within the file?)

geographically:

chronologically:

y subjects:

y organization:

ther:

al location of materials: (Area where presently located)

office: *9/1*

Subgroup: *V*

ile cabinet number: *70*

rawer number: *1*

iles folder number: *10*

stimated quantity of materials: *12/1*

ed by: *6*

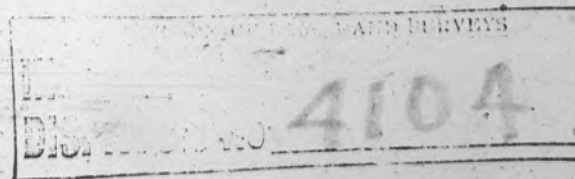
ition of originals: *8*

ilm roll No.: *18*

Frame #:

TO
CI
DA
DI
TO
AND
BT

F.



Action: Mr. Aaron

Noted
9/18

all

178.48.0

ACTION

4104

RECEIVED
SEP 17 1973
KCF

Noted
9/15
M

178.48.0



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON D C 20390

DEC 22 1972

Hambleton & Associates, Inc,
2270 Kalakaua Avenue
Honolulu, Hawaii 96815

Attention: Mr. Ray W. Hambleton, President

Dear Mr. Hambleton:

Your appraisal report prepared as of 2 April 1971 in the Marshall Islands District, Trust Territory of the Pacific Islands has been reviewed at this Headquarters. Enclosed please find a copy of a review prepared by our Chief Appraiser.

It is recognized that this matter involves unique problems with little precedent in the evaluation field. Certain assumptions, however, in your appraisal process are not acceptable without proper foundation. The review process is designed to test the reasonableness of conclusions after considering the data compiled. The findings are not rational when considering the previous awards and settlements listed in your report. The report in its present form has been rejected for use in the pending settlement.

It is requested that you review the enclosure. Pertinent comments forwarded direct to this office would be appreciated with a copy to our Pacific Division office.

Sincerely yours,

Ray Markon

ROY MARKON
Acting Assistant Commander for
Real Property Management

Enclosure

Copy to:
Office dist. C. I. T. P. I.
PACNAVFACENGCOM
U. S. Army Corps of Eng.

178.48.8



DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND
WASHINGTON D C 20390

DEC 22 1972

Hambleton & Associates, Inc.
2270 Kalakaua Avenue
Honolulu, Hawaii 96815

Attention: Mr. Ray W. Hambleton, President

Dear Mr. Hambleton:

Your appraisal report prepared as of 2 April 1971 in the Marshall Islands District, Trust Territory of the Pacific Islands has been reviewed at this Headquarters. Enclosed please find a copy of a review prepared by our Chief Appraiser.

It is recognized that this matter involves unique problems with little precedent in the evaluation field. Certain assumptions, however, in your appraisal process are not acceptable without proper foundation. The review process is designed to test the reasonableness of conclusions after considering the data compiled. The findings are not rational when considering the previous awards and settlements listed in your report. The report in its present form has been rejected for use in the pending settlement.

It is requested that you review the enclosure. Pertinent comments forwarded direct to this office would be appreciated with a copy to our Pacific Division office.

Sincerely yours,

Ray W. Markon

ROY MARKON

Acting Assistant Commander for
Real Property Management

Enclosure

Copy to:
Office of the C.T.T.P.I.
PACNAVFACENGCOM
U.S. Army Corps of Eng.

178-488

CERTIFICATE

Subj: Onelek Island, Biketaka Island, Gellinar Island, Tureseue Island, Roi-Namur Island, Gerajalein Atoll, Marshall Islands District, Trust Territory of the Pacific Islands

Ref: (a) Appraisal report prepared by Hambleton and Associates, Inc. as of 2 Apr 1971
(b) PACDIV ltr 07:44 serial 5195 dtd 2 Jul 1971 to Hon. L. E. Johnston, High Commissioner T.T.P.I.

1. Reference (a) was transmitted to NAVFAC as enclosures (1) and (2) attached to copy of reference (b). A review and recommendation was not received from PACDIV and upon inquiry was informed that none had been prepared. PACDIV informed that administratively the Trust Territory Government had been designated as real estate agent for the Department of Defense according to a 1955 agreement between Departments of Interior and Defense. Reference (b) transmitted the appraisal reports for review, comments and recommendations to the High Commissioner.

2. It has now been determined that a review of reference (a) is required at the NAVFAC level prior to any expenditure of funds and/or negotiations between the parties. This appraisal involves unique problems which have little precedent in the evaluation field. In an attempt to focus upon the issues, government posture, and values, excerpts from reference (a) have been summarized. Many factors have affected settlements for the past use of land agreements. Factors such as the ability of the government to pay, owner's sentimental attachment to lands, lack of market data, cultural differences, language barriers, and differences in the land tenure system. Past practices have been pragmatic. The Marshallese lack a viable economic base and have complex problems compounded by rivalry, parochialism, distance between atolls and distance from major countrys which have mature economies. The attachment of the Marshallese people to their lands is a cultural phenomena of major import, such emotional attachment can hardly be measured in terms of money.

3. Under established law the criterion for just compensation is the fair market value of the property at the time of the taking. "Fair Market Value" is defined as the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to buy. To better understand how this standard applies to the Marshallese problem the following comments are considered pertinent:

"Which in all probability the property would be sold" The law prohibits ownership of land by persons who are not citizens of the territory. The High Commissioner must approve land leases to non-micronesians. The appraisers have not found any organized systematic theory relating to value of land, the Marshallese do not appear to have a word equivalent

VI. CERTIFICATE

Subj: Onelek Island, Ujae Island, Sullinan Island, Queequec Island, Roi-Namur Island, Kwajalein Atoll, Marshall Islands District, Trust Territory of the Pacific Islands

Ref: (a) Appraisal report prepared by Hambleton and Associates, Inc. as of 2 Apr 1971
(b) PACDIV ltr 07-44 serial 5195 dtd 2 Jul 1971 to Hon. E. E. Johnston, High Commissioner T.T.P.I.

1. Reference (a) was transmitted to NAVFAC as enclosures (1) and (2) attached to copy of reference (b). A review and recommendation had not been received from PACDIV and upon inquiry was informed that none had been prepared. PACDIV informed that administratively the Trust Territory Government had been designated as real estate agent for the Department of Defense according to a 1955 agreement between Departments of Interior and Defense. Reference (b) transmitted the appraisal reports for review, comments and recommendations to the High Commissioner.

2. It has now been determined that a review of reference (a) is required at the NAVFAC level prior to any expenditure of funds and/or negotiations between the parties. This appraisal involves unique problems which have little precedent in the evaluation field. In an attempt to focus upon the issues, government posture, and values, excerpts from reference (a) have been summarized. Many factors have affected settlements for the past use of land agreements. Factors such as the ability of the government to pay, owner's sentimental attachment to lands, lack of market data, cultural differences, language barriers, and differences in the land tenure system. Past practices have been pragmatic. The Marshallese lack a viable economic base and have complex problems compounded by rivalry, parochialism, distance between atolls and distance from major countries which have mature economies. The attachment of the Marshallese people to their lands is a cultural phenomena of major import, such emotional attachment can hardly be measured in terms of money.

3. Under established law the criterion for just compensation is the fair market value of the property at the time of the taking. "Fair Market Value" is defined as the amount in cash, or on terms reasonably equivalent to cash, for which in all probability the property would be sold by a knowledgeable owner willing but not obligated to sell to a knowledgeable purchaser who desired but is not obligated to buy. To better understand how this standard applies to the Marshallese problem the following comments are considered pertinent:

"Which in all probability the property would be sold" The law prohibits ownership of land by persons who are not citizens of the territory. The High Commissioner must approve land leases to non-micronesians. The appraisers have not found any organized systematic theory relating to value of land, the Marshallese do not appear to have a word equivalent

for "value". The concept of "price" is understood, which depends upon the user and planned use of the land, in which rights are acquired.

a. The lowest level of price concept prevails where kinship or friendship is a motivating factor.

b. The next to the lowest price concept is acquisitions for facilities which the people themselves desire, schools, hospitals and roads.

c. The next to the highest level prevails relating to acquisitions for facilities which benefit the economy generally but affect many people less directly, airports, communication sites, etc.

d. The highest price concept prevails for military and naval installations.

These concepts have been in the process of development from the inception of the U. S. Administration and are a phenomena associated with the transitional Marshallese economy from a purely subsistence economy to a subsistence - wage economy. With respect to land, there is no market in the conventional sense.

"Knowledgeable owner willing" The Marshallese regard land as a gift of God which should not be taken from the rightful owners by any agency of any government. Land is of paramount importance to the Marshallese people; their agricultural economy is based on copra production, and much of their food comes directly from the land. The system provides for all members of the Marshallese society, each of whom obtains land rights at birth. The system of undefined ownership by extended families and clans, with use rights by many, discourages investment in land improvement. The Marshallese plot to obtain more land; in the past not only marriage was used but also warfare and black magic. Land is regarded as sacred because of its life supporting qualities. Only citizens of the Trust Territory may hold title to land; this tends to reduce the price for fee simple land since substantial numbers of noncitizens investing in land have a strong preference for fee simple ownership rather than leasehold interest.

"Sell to a knowledgeable purchaser who desired but is not obligated" The Islands are a part of a strategic territory. In the post World War II period, pragmatic methods have been used with none of the executed indefinite use or lease agreements being based upon independent professional appraisals. There are strong indications that cultural differences, differences in land tenure, and language barriers have precluded a conventional "meeting of the minds." Negotiations, offers and counter offers have established the only basis for agreements that have been reached. In only a few cases has condemnation been necessary. In the past the Marshallese have found that pressure could be put upon a military user directly and indirectly by appeal, argument, and demonstrations. Past agreements reflect the subjective bargaining positions of the parties.

for "value". The concept of "price" is understood, which depends upon the user and planned use of the land, in which rights are acquired.

- a. The lowest level of price concept prevails where kinship or friendship is a motivating factor.
- b. The next to the lowest price concept is acquisitions for facilities which the people themselves desire ... schools, hospitals and roads.
- c. The next to the highest level prevails relating to acquisitions for facilities which benefit the economy generally but affect many people less directly ... airports, communication sites, etc.
- d. The highest price concept prevails for military and naval installations.

These concepts have been in the process of development from the inception of the U. S. Administration and are phenomena associated with the transitional Marshallese economy from a purely subsistence economy to a subsistence - wage economy. With respect to land, there is no market in the conventional sense.

"Knowledgeable owner willing". The Marshallese regard land as "a gift of God" which should not be taken from the rightful owners by any agency of any government. Land is of paramount importance to the Marshallese people; their agricultural economy is based on copra production, and much of their food comes directly from the land. The system provides for all members of the Marshallese society, each of whom obtains land rights at birth. The system of undefined ownership by extended families and clans, with use rights by many, discourages investment in land improvement. The Marshallese plot to obtain more land; in the past not only marriage was used but also warfare and black magic. Land is regarded as sacred because of its life supporting qualities. Only citizens of the Trust Territory may hold title to land; this tends to reduce the price for fee simple land since substantial numbers of noncitizens investing in land have a strong preference for fee simple ownership rather than leasehold interest.

"Sell to a knowledgeable purchaser who desired but is not obligated". The islands are a part of a strategic territory. In the post World War II period, pragmatic methods have been used with none of the executed indefinite use or lease agreements being based upon independent professional appraisals. There are strong indications that cultural differences, differences in land tenure, and language barriers have precluded a conventional "meeting of the minds." Negotiations, offers and counter offers have established the only basis for agreements that have been reached. In only a few cases has condemnation been necessary. In the past the Marshallese have found that pressure could be put upon a military user directly and indirectly by appeal, argument, and demonstrations. Past agreements reflect the subjective bargaining positions of the parties.

In the earlier years of the American Trusteeship the Marshallese assumed (or claimed to have assumed) that bargaining with the Americans would be like bargaining with the Japanese, i.e., not prudent, and, therefore, they accepted prices which were in fact not acceptable. The thrust of this discussion reveals that even the existing agreements can be afforded little weight in the quest for value.

This discussion on market value was necessary to stress that unique problems exist and also to recognize the fact that no actual market has been established in a conventional sense. The Marshallese system of land tenure has been stable under the German, Japanese and American administrations. This system of tenure appears to have been effective for a subsistence economy, but has precluded the development of value concepts. A price concept system which gives consideration to the identity of the user and ability to pay is totally apart from the market concept.

4. Under article 6(2) of the Trusteeship agreement, the United States, as administering authority for Micronesia pledged to the United Nations that it would protect the inhabitants against the loss of their lands and resources. Assistant Attorney General, T.T.P.I., on 28 September 1970, advised that private land in the Trust Territory could be acquired for defense purposes or other public purposes in accordance with law and upon payment of just compensation. It is basic that a sovereign government has the inherent power to acquire real property by eminent domain, and Chapter 20 of the Trust-Territory Code recognizes this right and sets out procedures to be followed by the Trust Territory Government whenever the exercise of this right becomes necessary. As a matter of policy these remedies are not used unless it is impossible to achieve a reasonable negotiated settlement.

5. The effect upon value of location, productivity, availability of various uses and similar factors must be recognized by the Marshallese people. The seemingly prevalent attitude that "all land is equal" cannot long endure. Economic advancement will become very difficult unless the people recognize fundamental principals of real estate valuation. The United States through the Trust Territory Government should use as its standard "fair market value and/or fair rental value" under applicable federal law, any departure is not within the prerogative of this reviewing appraiser. The comments made herein are based upon an office review only and from a detailed review of reference (a). Field investigation and discussion with the appraiser and other informed agency representatives have not occurred. Reference (a) at this time does not meet approval standards for the following reasons:

- a. Fair Market Value criterion cannot be established without an open market trading base.
- b. The previous agreements in the Trust Territories, even with questionable "meeting of the minds" criteria, do not suggest a negotiation

In the earlier years of the American Trusteeship the Marshallese assumed (or claimed to have assumed) that bargaining with the Americans would be like bargaining with the Japanese, i.e., not prudent, and, therefore, they accepted prices which were in fact not acceptable. The thrust of this discussion reveals that even the existing agreements can be afforded little weight in the quest for value.

This discussion on market value was necessary to stress that unique problems exist and also to recognize the fact that no actual market has been established in a conventional sense. The Marshallese system of land tenure has been stable under the German, Japanese and American administrations. This system of tenure appears to have been effective for a subsistence economy, but has precluded the development of value concepts. A price concept system which gives consideration to the identity of the user and ability to pay is totally apart from the market concept.

4. Under article 6(2) of the Trusteeship agreement, the United States, as administering authority for Micronesia pledged to the United Nations that it would protect the inhabitants against the loss of their lands and resources. Assistant Attorney General, T.T.P.I., on 28 September 1970, advised that private land in the Trust Territory could be acquired for defense purposes or other public purposes in accordance with law and upon payment of just compensation. It is basic that a sovereign government has the inherent power to acquire real property by eminent domain, and Chapter 20 of the Trust Territory Code recognizes this right and sets out procedures to be followed by the Trust Territory Government whenever the exercise of this right becomes necessary. As a matter of policy these remedies are not used unless it is impossible to achieve a reasonable negotiated settlement.

5. The effect upon value of location, productivity, availability of various uses and similar factors must be recognized by the Marshallese people. The seemingly prevalent attitude that "all land is equal" cannot long endure. Economic advancement will become very difficult unless the people recognize fundamental principals of real estate valuation. The United States through the Trust Territory Government should use as its standard "fair market value and/or fair rental value" under applicable federal law, any departure is not within the prerogative of this reviewing appraiser. The comments made herein are based upon an office review only and from a detailed review of reference (a). Field investigation and discussion with the appraiser and other informed agency representatives have not occurred. Reference (a) at this time does not meet approval standards for the following reasons:

a. Fair Market Value criterion cannot be established without an open market trading base.

b. The previous agreements in the Trust Territories, even with questionable "meeting of the minds" criteria, do not suggest a negotiation

figure in the magnitude of reference (a). Enclosure (1) clearly indicates the substantial departure from our previous settlement posture, which may well set an unwarranted precedent in the years to come.

6. The review process is designed to test the reasonableness of conclusions after considering the data compiled. The following comments concern Roi-Namur because this area involves the major dollar expenditures, the same general examples apply to other parcels being considered. The appraiser was requested to evaluate the lump sum rent due for past use (beginning 2/7/44) and the lump sum rent for future use (total 50 years until 2/6/94). The lump sum rent for past use involved a determination of past rental and compound interest on each annual payment which should have been made in the past. The lump sum rent for future use involves present rental and the discounting of future annual rents to a present worth, to provide the lump sum due in advance. In the absence of conventional market indicators the appraiser attempted to apply two (2) tests in support of a rental figure, one based upon Copra production potential, the other based upon the Kwajalein agreement.

Copra Production Potential. The appraiser assumed a 1970 fair annual rental of \$240 per acre which was based upon a 6% return on estimated value of \$4,000 per acre. However, this acreage value figure of \$4,000 was derived by capitalizing copra production acreage net income at 3%. These computations are shown on page 7, section 3 of reference (a). The appraiser attempts to justify the difference in rates of return by commenting that the 6% fair rate of return is for uses other than Marshallese customary uses. The appraiser also considers that such rate reduction accounts for other increments of value such as fishing rights, bread fruits, etc., intercropped in the coconut groves. No support is given for such assumptions and a fair rate of return should apply based upon economics, not dictated by Marshallese uses, military uses, etc. The variance in rates of return causes about 100% spread in final indicators. It is not prudent or economic to pay \$240 annual rental per acre and on the same page admit that annual net income per acre is only \$118.35. This test of a rental base is not weighted as a valid indicator based upon the data presented.

Kwajalein Agreement. The other test of rental value was based upon an analysis of the Kwajalein lease. An acreage value/rental figure was divided by a present worth factor (\$1.00 per annum for 99 years @ 6%) which resulted in a per annum acreage income allocation. This annual rent was then multiplied by a factor representing the future worth of \$1.00 per annum at compound interest of 6%. This sum was to represent past rent with compound interest. The fallacy of this test rests with the assumption that land was worth \$1,000 per acre in 1944. No evidence is presented to support this assumption; the ravages of war and accompanying destruction would hardly support this assertion. It was not until 1964 (20 years later) that \$1,000 per acre was agreed upon, and such agreement is normally considered tantamount to fee with a term of 99 years (2/9/44 to 2/8/2043). The problem here is not necessarily one of basic mathematics or discounting procedures, it is one of basic

figure in the magnitude of reference (a). Enclosure (1) clearly indicates the substantial departure from our previous settlement posture, which may well set an unwarranted precedent in the years to come.

6. The review process is designed to test the reasonableness of conclusions after considering the data compiled. The following comments concern Roi-Namur because this area involves the major dollar expenditures; the same general examples apply to other parcels being considered. The appraiser was requested to evaluate the lump sum rent due for past use (beginning 2/7/44) and the lump sum rent for future use (total 50 years until 2/6/94). The lump sum rent for past use involved a determination of past rental and compound interest on each annual payment which should have been made in the past. The lump sum rent for future use involves present rental and the discounting of future annual rents to a present worth, to provide the lump sum due in advance. In the absence of conventional market indicators the appraiser attempted to apply two (2) tests in support of a rental figure, one based upon Copra production potential, the other based upon the Kwajalein agreement.

Copra Production Potential. The appraiser assumed a 1970 fair annual rental of \$240 per acre which was based upon a 6% return on estimated value of \$4,000 per acre. However, this acreage value figure of \$4,000 was derived by capitalizing copra production acreage net income at 3%. These computations are shown on page 7, section 3 of reference (a). The appraiser attempts to justify the difference in rates of return by commenting that the 6% fair rate of return is for uses other than Marshallese customary uses. The appraiser also considers that such rate reduction accounts for other increments of value such as fishing rights, bread fruits, etc., intercropped in the coconut groves. No support is given for such assumptions and a fair rate of return should apply based upon economics, not dictated by Marshallese uses, military uses, etc. The variance in rates of return causes about 100% spread in final indicators. It is not prudent or economic to pay \$240 annual rental per acre and on the same page admit that annual net income per acre is only \$118.35. This test of a rental base is not weighted as a valid indicator based upon the data presented.

Kwajalein Agreement. The other test of rental value was based upon an analysis of the Kwajalein lease. An acreage value/rental figure was divided by a present worth factor (\$1.00 per annum for 99 years @ 6%) which resulted in a per annum acreage income allocation. This annual rent was then multiplied by a factor representing the future worth of \$1.00 per annum at compound interest of 6%. This sum was to represent past rent with compound interest. The fallacy of this test rests with the assumption that land was worth \$1,000 per acre in 1944. No evidence is presented to support this assumption; the ravages of war and accompanying destruction would hardly support this assertion. It was not until 1964 (20 years later) that \$1,000 per acre was agreed upon, and such agreement is normally considered tantamount to fee with a term of 99 years (2/9/44 to 2/8/2043). The problem here is not necessarily one of basic mathematics or discounting procedures, it is one of basic

assumptions that are not considered rational assumptions which invalidate conclusions. The Kwajalein settlement in 1964 was for \$1,000 per acre for 99 years (see enclosure (1)). Reference (a) would have the government pay about \$7,660 per acre for Roi-Namur for a 50-year term. This is about 7 1/2 times the amount of money for a term of 1/2 the duration. Direct comparison of the Kwajalein indicator proves the irrationality of mathematical calculations in this instance.

7. To attempt to value land on Roi-Namur as of 2/7/44 is admittedly pure conjecture. This is due to the land tenure system resulting in no market, and also due to the devastation and ravages of war. A review of enclosure (1) indicates that awards and agreements in the Trust Territories ranged from about \$375 to \$1,300 per acre with Marshall Island District indicators in the 1960's close to the \$500 to \$1,000 per acre mark. If one conjectured that values in 1944 ranged from \$200 to \$300 per acre these figures would have a worth in 1969 ranging from \$850 to \$1,300 per acre. (Assuming future worth of \$1.00 @ 6% compound interest for 25 years). This would then be in line with the Kwajalein agreement in 1964 at \$1,000 per acre.

8. It is recognized that some of the comments herein are unusual and not normally a part of a review certificate; however, this is no conventional valuation problem. Unique problems arise because of a number of factors:

- a. The Marshallese system of land tenure
- b. The Islands as a part of a Strategic Mandated Territory
- c. The impact of economic, population, cultural, and political change
- d. The extent to which there can be a "meeting of the minds" among people of different languages and totally different cultures.

The appraiser states in reference (a) "This has been the most difficult appraisal assignment which this appraiser has participated in, read about, or heard about in over 25 years." I consider the data compiled to be extensive and well arranged. However, an appraiser cannot "make" value where little or no market exists; he can hardly function without exchange in the marketplace. I believe the appraiser attempted to analyze relevant factors to the best of his ability; I disagree with the conclusions for the reasons heretofore stated. I consider this action on the part of the U. S. Government to set a precedent in the Trust Territories which we will live with in all future interface with the Marshallese. We have a responsibility to the Marshallese people to not mislead them on valuation concepts while emerging into a wage economy; our position must be fair to both parties established upon fact and reason. If a settlement can be obtained reasonably in line with the Kwajalein agreement (after considering allowable adjustments) or in line with other Trust Territory awards and settlements, as discussed in enclosure (1), it would appear in the government's best interest to do so. Any substantial departure from these figures has little support and no precedent. The review function is to form an opinion, or judgment, based upon fact and reason within existing law,

assumptions that are not considered rational assumptions which invalidate conclusions. The Kwajalein settlement in 1964 was for \$1,000 per acre for 99 years (see enclosure (1)). Reference (a) would have the government pay about \$7,660 per acre for Roi-Namur for a 50-year term. This is about 7½ times the amount of money for a term of ½ the duration. Direct comparison of the Kwajalein indicator proves the irrationality of mathematical calculations in this instance.

7. To attempt to value land on Roi-Namur as of 2/7/44 is admittedly pure conjecture. This is due to the land tenure system resulting in no market, and also due to the devastation and ravages of war. A review of enclosure (1) indicates that awards and agreements in the Trust Territories ranged from about \$375 to \$1,300 per acre with Marshall Island District indicators in the 1960's close to the \$500 to \$1,000 per acre mark. If one conjectured that values in 1944 ranged from \$200 to \$300 per acre these figures would have a worth in 1969 ranging from \$850 to \$1,300 per acre. (Assuming future worth of \$1.00 @ 6% compound interest for 25 years). This would then be in line with the Kwajalein agreement in 1964 at \$1,000 per acre.

8. It is recognized that some of the comments herein are unusual and not normally a part of a review certificate, however, this is no conventional valuation problem. Unique problems arise because of a number of factors:

- a. The Marshallese system of land tenure
- b. The Islands as a part of a Strategic Mandated Territory
- c. The impact of economic, population, cultural, and political change
- d. The extent to which there can be a "meeting of the minds" among people of different languages and totally different cultures.

The appraiser states in reference (a) "This has been the most difficult appraisal assignment which this appraiser has participated in, read about, or heard about in over 25 years." I consider the data compiled to be extensive and well arranged. However, an appraiser cannot "make" value where little or no market exists; he can hardly function without exchange in the marketplace. I believe the appraiser attempted to analyze relevant factors to the best of his ability; I disagree with the conclusions for the reasons heretofore stated. I consider this action on the part of the U. S. Government to set a precedent in the Trust Territories which we will live with in all future interface with the Marshallese. We have a responsibility to the Marshallese people to not mislead them on valuation concepts while emerging into a wage economy; our position must be fair to both parties established upon fact and reason. If a settlement can be obtained reasonably in line with the Kwajalein agreement (after considering allowable adjustments) or in line with other Trust Territory awards and settlements, as discussed in enclosure (1), it would appear in the government's best interest to do so. Any substantial departure from these figures has little support and no precedent. The review function is to form an opinion, or judgment, based upon fact and reason within existing law,

which will explain actions and positions taken. The Marshallese people have themselves by virtue of previous acts, no matter how few or valid, provided the only clue in the quest for value. The past acts of the Marshallese, and the awards rendered, prohibit approval of reference (a) in its present form.

Robert H. Carlton
 ROBERT H. CARLTON
 M.A.I., A.S.A. S.R/WA.
 Chief Appraiser
 September 12, 1972

Encl: List of Trust Territory Condemnation
 and Settlement Data.

ROBERT H. CARLTON
M.A.I., A.S.A., S.R./WA
Chief Appraiser
September 12, 1972

Encl: List of Trust Territory Condemnation
and Settlement Data.

Palms District (1) Award approx. \$600 per acre
 Park District (3) Deposit approx. \$350 per acre
 Marlana District (3) Deposit range approx. \$300
 Eagle District (4) Deposit \$25.00 per acre

178. 48. 8

3885

JAN 24 1973

178. 48. 8

U. S. ARMY ENGINEER DISTRICT, HONOLULU
CORPS OF ENGINEERS



178.48.8

Rel-apparatus: black sheets

MAJURO AIRFIELD
AND
RELATED FACILITIES

PRELIMINARY ENGINEERING REPORT

1 OCTOBER 1969

PREPARED BY

U. S. ARMY ENGINEER DISTRICT, HONOLULU
CORPS OF ENGINEERS



1-28.48.8

All Appraisals Attached

5. Land Values.

a. General. An estimate of the value of land in the D.U.D. area of Majuro Atoll and the possible enhancement of the land in the existing airport area as a changed use of the lands to urban has been made. For this study it is not necessary to review the Marshallese land tenure pattern other than to note that the importance of land ownership severely limits "market" transaction upon which to base estimates of land values. This importance of land ownership in many cases colors such transactions as are available because of family relationships between vendor and vendee. It must be assumed that the characteristic tendency of the Marshallese to hold fast to their land will be modified to permit the disposal of land, or that use rights will be voluntarily relinquished to permit orderly development of the land.

b. Specific areas considered.

(1) The acquisition cost of 90 acres of "fast land" on Kairok and adjacent Lokejbar and Enenelip islands comprising an alternate airfield location.

(2) The cost of additional area required for improvement of the existing airport. This consists of approximately 38 acres south of and 11 acres north of the existing runway.

(3) The enhancement or increase in value of land in the existing airport area if the airstrip is relocated and the land developed for urban use.

(4) The existing airport areas do not include the terminal building, a portion of the parking apron or portions of the water system which will be located in land being acquired by the Trust Territory as an antenna site.

c. Basis of Estimated Land Values. The following transactions form the basis for the estimated values of land.

(1) The 59.012 acres comprising the present airfield were acquired under long term lease by the Trust Territory in September 1959 for \$29,506 or a one time payment of \$500 per acre. This area consists of a compacted coral surfaced runway approximately 150' x 5500' with 90' clear space on either side of the runway; a strip along the lagoon side planted to young coconuts; and as parcel of approximately 16 acres with a natural stand of mature coconuts and

5. Land Values.

a. General. An estimate of the value of land in the D.U.D. area of Majuro Atoll and the possible enhancement of the land in the existing airport area as a changed use of the lands to urban has been made. For this study it is not necessary to review the Marshallese land tenure pattern other than to note that the importance of land ownership severely limits "market" transaction upon which to base estimates of land values. This importance of land ownership in many cases colors such transactions as are available because of family relationships between vendor and vendee. It must be assumed that the characteristic tendency of the Marshallese to hold fast to their land will be modified to permit the disposal of land, or that use rights will be voluntarily relinquished to permit orderly development of the land.

b. Specific areas considered.

- (1) The acquisition cost of 90 acres of "fast land" on Kairok and adjacent Lokejbar and Enehelip Islands comprising an alternate airfield location.
- (2) The cost of additional area required for improvement of the existing airport. This consists of approximately 38 acres south of and 11 acres north of the existing runway.
- (3) The enhancement or increase in value of land in the existing airport area if the airstrip is relocated and the land developed for urban use.
- (4) The existing airport areas do not include the terminal building, a portion of the parking apron or portions of the water system which will be located in land being acquired by the Trust Territory as an antenna site.

c. Basis of Estimated Land Values. The following transactions form the basis for the estimated values of land.

- (1) The 59,012 acres comprising the present airfield were acquired under long term lease by the Trust Territory in September 1959 for \$29,506 or a one time payment of \$500 per acre. This area consists of a compacted coral surfaced runway approximately 150' x 5500' with 90' clear space on either side of the runway; a strip along the lagoon side planted to young coconuts; and a parcel of approximately 16 acres with a natural stand of mature coconuts and

on which are located an area for customs, immigration, and terminal operation.

- (2) Adjoining the airport area is a small parcel of land of undetermined area, but probably no more than one-third of an acre (the remnant of a wetol) which is improved with a small snack bar, the Island Hostess, which does most of its business during the arrival and departure of airplanes. This area is leased for \$200 per annum by one Francis Reimer. If this rent is capitalized at 6% in perpetuity, it would indicate a fee value of \$10,000 per acre.

(3) The Weather Station acquired 0.72 acre for the period 1965-1975 from the TTPI on a modification to TT Contract 130A. TTPI acquired the land on a 99-year lease from the owners for a one-time payment of \$720 for which the Weather Bureau reimbursed the Trust Territory. This indicates a fee value of \$1000 per acre.

(4) Eastern Gateway Enterprises (Mike Nolan and Associates) leased portions of Wotje and Remajon wetos, an area between the main D.U.D. road and the lagoon. The 25-year lease dated 17 September 1968 covers an approximate area of 3-1/3 acres at a rental rate of \$1,000 per annum. If this rent is capitalized over the 25 year term at 6% (PW factor 12.783) the indicated fee value is \$4,767 per acre.

(5) A 100-foot wide strip of land between the main road and the lagoon on Eniligere Island is leased to Smugglers Den (Mr. Jerry Kramer) for \$25 per month, for 25 years from 29 November 1967. The area is approximately 14,000 square feet or one-third of an acre. Capitalized at 6% this rent indicates a fee value of \$12,437 per acre.

(6) In July 1969, Mr. Robert Reimers leased a parcel of land approximately 150' x 150', or approximately one-half acre for 99 years at \$300 per annum. This parcel is located along the main road on the island of Uliga, approximately in the center of the business district. Capitalized at 6%, this rent indicates a fee value of \$10,000 per acre.

7/ "Wetol" is a typical Marshallese land holding consisting of a strip of land from lagoon to ocean, high water marks varying in size from about 1 to 5 acres.

on which are located an area for customs, immigration, and terminal operation.

(2) Adjoining the airport area is a small parcel of land of undetermined area, but probably no more than one-third of an acre (the remnant of a wetland) which is improved with a small snack bar, the Island Hostess, which does most of its business during the arrival and departure of airplanes. This area is leased for \$200 per annum by one Francis Reimer. If this rent is capitalized at 6% in perpetuity, it would indicate a fee value of \$10,000 per acre.

(3) The Weather Station acquired 0.72 acre for the period 1965-1975 from the TIPI on a modification to TT Contract 130A. TIPI acquired the land on a 99-year lease from the owners for a one-time payment of \$720 for which the Weather Bureau reimbursed the Trust Territory. This indicates a fee value of \$1000 per acre.

(4) Eastern Gateway Enterprises (Mike Nolan and Associates) leased portions of Motje and Remojon wastes, an area between the main D.U.D. road and the lagoon. The 25-year lease dated 17 September 1968 covers an approximate area of 3-1/3 acres at a rental rate of \$1,000 per annum. If this rent is capitalized over the 25 year term at 6% (PW factor 12.783) the indicated fee value is \$4,767 per acre.

(5) A 100-foot wide strip of land between the main road and the lagoon on Eniliger Island is leased to Smugglers Den (Mr. Jerry Ramer) for \$25 per month, for 25 years from 29 November 1967. The area is approximately 14,000 square feet or one-third of an acre. Capitalized at 6% this rent indicates a fee value of \$12,437 per acre.

(6) In July 1969, Mr. Robert Reimers leased a parcel of land approximately 150' x 150', or approximately one-half acre for 9 years at \$300 per annum. This parcel is located along the main road on the island of Uliga, approximately in the center of the business district. Capitalized at 6%, this rent indicates a fee value of \$10,000 per acre.

"WILLO" is a typical Marshallese land holding consisting of a strip of land from lagoon to ocean, high water marks varying in size from about 1 to 5 acres.

(7) Majuro Atoll has a total "fast land" area of approximately 5.5 square miles, or 2240 acres. The developed D.U.D. municipality comprises approximately 485 acres, which leaves 1755 acres that may be devoted to agriculture. Majuro Atoll produced approximately 500 tons of copra or approximately 0.239 tons per acre. The TIPI average production of copra is one-half ton per acre. At a current market price of \$157 per ton, this indicates an annual income of \$44.73 to \$78.50 per acre. If this higher annual return is capitalized at 6% per annum, it indicates a value of \$1,308 per acre for the producing land.

(8) For the purpose of estimating the value of land, it is considered that the production potential of the land at the alternate airfield site is considered to represent the value of the land, or \$1300 per acre.

(9) For the land which is developed into a residential area adjoining the present airfield, a larger amount of approximately \$2,000 per acre is justified.

(10) While three of the transactions noted above indicate land values of \$10,000 to \$12,000 per acre, they are for tracts of 1/4 to 1/2 acre in area. Under the circumstances it is considered that the lease of 3-1/3 acres for a hotel site more nearly represents the value of undeveloped land or \$4800 per acre for commercial or industrial use.

d. Land Usage. For the purpose of classifying lands in and adjoining the existing airport, the land use plan as presented in the Hawaii Architects and Engineers study for Dalaip Island was used as the basic guide. This breakout gives 37% residential, 6% park, 9.4% school, 10.9% antenna field and public use, and 36.7% industrial or commercial. It is considered that parks, school sites, antenna fields and other public use will carry the same value as the residential lands which adjoin and are related.

(u) It is considered that all of the land on the lagoon side of Dalaip is all capable of being devoted to hotel and resort development. This area should be at least 300 feet wide, allowing 100 feet for lawn to the beach, 100 feet for building area, and 100 feet for service, parking and sports. In the existing leased airport area this would amount to 24 acres.

e. Acquisition Costs. There are an estimated 6 housing units at the alternate airfield site; 12 housing units and 80 people living in the area south of the existing airstrip; and 21 housing units and 130

(7) Majuro Atoll has a total "fast land" area of approximately 2.3 square miles, or 2240 acres. The developed D.U.D. municipality comprises approximately 485 acres, which leaves 1755 acres that may be devoted to agriculture. Majuro Atoll produced approximately 500 tons of copra or approximately 0.239 tons per acre. The TPI average production of copra is one-half ton per acre. At a current market price of \$157 per ton, this indicates an annual income of \$44.73 to \$78.50 per acre. If this higher annual return is capitalized at 6% per annum, it indicates a value of \$1,308 per acre for the producing land.

(8) For the purpose of estimating the value of land, it is considered that the production potential of the land at the alternate airfield site is considered to represent the value of the land, or \$1300 per acre.

(9) For the land which is developed into a residential area adjoining the present airfield, a larger amount of approximately \$2,000 per acre is justified.

(10) While three of the transactions noted above indicate land values of \$10,000 to \$12,000 per acre, they are for tracts of 1/4 to 1/2 acre in area. Under the circumstances it is considered that the lease of 3-1/3 acres for a hotel site more nearly represents the value of undeveloped land or \$4800 per acre for commercial or industrial use.

d. Land Usage. For the purpose of classifying lands in and adjoining the existing airport, the land use plan as presented in the Hawaii Architects and Engineers study for Dalap Island was used as the basic guide. This breakout gives 37% residential, 6% park, 9.4% school, 10.9% antenna field and public use, and 36.7% industrial or commercial. It is considered that parks, school sites, antenna fields and other public use will carry the same value as the residential lands which adjoin and are related.

(4) It is considered that all of the land on the lagoon side of Dalap is all capable of being devoted to hotel and resort development. This area should be at least 300 feet wide, allowing 100 feet for lawn to the beach, 100 feet for building area, and 100 feet for service, parking and sports. In the existing leased airport area this would amount to 24 acres.

e. Acquisition Costs. There are an estimated 6 housing units at the alternate airfield site; 12 housing units and 80 people living in the area south of the existing airstrip; and 21 housing units and 130

people in the area north of the existing airstrip. Typical houses have wood floors, wood walls and sheet metal roofs and contain about 300 square feet. Assuming a relocation cost of \$3.00 per square foot or \$1,000 for each housing unit, this will amount to \$6,000 for relocations from the 90 acre alternate airfield area, and \$23,000 for improving the existing airport site.

(1) Estimated acquisition cost of the alternate airfield site:

90 acres @ \$1300	\$117,000
Relocation cost	
Estimated Total Cost	\$117,000

(2) Estimated land acquisition cost for improving the existing airport site:

38 acres south of airport @ \$2000/acre	\$ 76,000
2 acres hotel and resort @ \$4800/acre	10,000
9 acres residential, park, etc. @ \$2000/acre	18,000
Relocation cost	33,000
Estimated Total Cost	\$137,000

If the airport is relocated to the alternate site, it will have available for development and higher use the 59 acres at the present airport, and the better utilization of the now isolated 38 acres south of the airport and the 11 acres adjoining on the north. The potential increase in value is attributable to the release of the leased airfield lands for residential and higher classification, and the more intense use of portions of the other areas.

(4) The value of the existing airfield land held under the 99-year lease is only \$500 per acre. If it is released, 24 acres may be classified as hotel and resort and 36.7% of the remainder, or 23.2 acres, may be classified as commercial or industrial, and the balance, or 32.2 acres, classified as residential. The increased value will be:

36.8 acres @ (\$4800-\$500)	\$156,340
22.2 acres @ (\$2000-\$500)	33,140
Total	\$191,540

people in the area north of the existing airstrip. Typical houses have wood floors, wood walls and sheet metal roofs and contain about 900 square feet. Assuming a relocation cost of \$3.00 per square foot or \$1,000 for each housing unit, this will amount to \$6,000 for relocations from the 90 acre alternate airfield area, and \$33,000 for improving the existing airport site.

(1) Estimated acquisition cost of the alternate airfield site:

90 acres @ \$1300	\$117,000
Relocation cost	_____
Estimated Total Cost	\$123,000

(2) Estimated land acquisition cost for improving the existing airport site:

38 acres south of airport @ \$2000/acre	\$76,000
2 acres hotel and resort @ \$4800/acre	10,000
9 acres residential, park, etc. @ \$2000/acre	18,000
Relocation cost	33,000
Estimated Total Cost	\$137,000

(3) If the airport is relocated to the alternate site, it will make available for development and higher use the 59 acres in the present airfield, and the better utilization of the now isolated 38 acres south of the airport and the 11 acres adjoining on the north. The potential increase in value is attributable to the release of the leased airfield lands for residential and higher classification, and the more intense use of portions of the other areas.

(4) The value of the existing airfield land held under the 99-year lease is only \$500 per acre. If it is released, 24 acres may be classified as hotel and resort and 36.7% of the remainder, or 11.6 acres, may be classified as commercial or industrial, and the balance, or 32.2 acres, classified as residential. The increased value will be:

36.8 acres @ (\$4800-\$500)	\$198,240
22.2 acres @ (\$2000-\$500)	33,200
Total	\$191,540

(5) Of the 38 acre parcel and 11 acre parcel at the existing airfield site, 2 acres are now classified as hotel and resort. 36.7% of the balance, or 17.2 acres, would be reclassified to commercial or industrial. The increased value will be:

17.2 acres @ (\$4800-\$2000/acre)	\$48,160
Total	\$240,000

F. Summary of Real Estate Costs. Table D shows a summary of the real estate costs for the existing and alternate airfield sites. In addition to the costs discussed in the previous paragraphs, the table includes the acquisition cost of coconut trees on the proposed project sites. This cost estimate is based on the removal of approximately 4,000 trees from the existing airfield site and 20,000 trees from the alternate site, and a value of \$25 for each mature tree.

TABLE D
Summary of Real Estate Costs

Item	Alternate Site	Existing Site
Real Estate Acquisition		
Land	\$117,000	\$104,000
Coconut trees	500,000	100,000
Relocation of residents	6,000	33,000
Subtotal	\$623,000	\$237,000
Increase in land values at existing site	-240,000	0
NET REAL ESTATE COST	\$383,000	\$237,000

4/ The value for budget purposes was determined during consultation with Honolulu Engineer District personnel and Trust Territory officials in June 1968 for tree purchases in the Kwajalein Atoll.

(b) Of the 38 acre parcel and 11 acre parcel at the existing airfield site, 2 acres are now classified as hotel and resort. 36.7% of the balance or 17.2 acres, would be reclassified to commercial or industrial. The increased value will be:

17.2 acres @ \$4800-\$2000/acre)

Total

\$ 46,160

\$240,800

1. Summary of Real Estate Costs. Table D shows a summary of the real estate costs for the existing and alternate airfield sites. In addition to the costs discussed in the previous paragraphs, the table includes the acquisition cost of coconut trees on the proposed project sites. This cost estimate is based on the removal of approximately 10,000 trees from the existing airfield site and 20,000 trees from the alternate site, and a value of \$25 for each mature tree.

TABLE D

Summary of Real Estate Costs

Item	Alternate Site	Existing Site
Real Estate Acquisition		
Land	\$117,000	\$104,000
Coconut trees	500,000	100,000
Relocation of residents	6,000	33,000
Subtotal	\$623,000	\$237,000
Increase in land values at existing site	-240,000	0
NET REAL ESTATE COST	\$383,000	\$237,000

Tree value for budget purposes was determined during conference with Honolulu Engineer District personnel and Trust Territory officials in June 1968 for tree purchases in the Kwajalein Atoll.

ZCZC HSA 34/22/NL

ZNR

P 220534Z OCT 70

FM HICOMTERPACIS SAIPAN

TO DISTAD MARSHALLS

INFO DISTAD REP KWAJALEIN

PACNAVFACENGCOM

KWAJALEIN MISSILE RANGE

GENC

BT

UNCLAS. ADVISED TODAY BY PACNAVFACENGCOM THAT REAL ESTATE APPRAISER RAY HAMELETON ARRIVE KWAJALEIN SUNDAY OCTOBER 25 IN CONNECTION EVALUATION STUDY OF ROI-NAMUR AND OTHER ISLANDS IN KWAJALEIN LAGOON. PLEASE ALERT REPRESENTATIVES OF THE PROPERTY OWNERS AND ADVISE AMATA KABUA OF HAMELETON'S VISIT X AG'S OFFICE WILL BE UNABLE TO SEND REPRESENTATIVE TO ASSIST HAMELETON AND WOULD APPRECIATE IF YOU CAN MAKE AVAILABLE DISTRICT STAFF TO ASSIST HIM. WE ARE REQUESTING HAMELETON TO VISIT SAIPAN FOLLOWING HIS KWAJALEIN TRIP FOR DISCUSSIONS WITH AG AND L & S STAFF. ATTORNEY GENERAL SENDS

BT

NNNN

OCT 70 ORIG.....LNO
INFO.....C/101
INFO.....NA 100
INFO.....POLAD

INWARD 2833



178.48.8

17/22/NL

OCT 70
RFPACIS SAIPAN
MARSHALLS
AD REP KWJALEIN
ENCCOM
MISSILE RANGE

OCT 70 ORIG.....LW
INFO.....C/L
INFO.....NA 1 LHO
INFO.....POLAD

ADVISED TODAY BY PACNAVFACENGCOM THAT REAL ESTATE
RAY HAMBLETON ARRIVE KWJALEIN SUNDAY OCTOBER 25 IN
AN EVALUATION STUDY OF ROI-NAMUR AND OTHER ISLANDS IN
LACON. PLEASE ALERT REPRESENTATIVES OF THE PROPERTY
AND ADVISE AMATA KABUA OF HAMBLETON'S VISIT X AG'S OFFICE
UNABLE TO SEND REPRESENTATIVE TO ASSIST HAMBLETON AND
REQUEST IF YOU CAN MAKE AVAILABLE DISTRICT STAFF TO
VISIT. WE ARE REQUESTING HAMBLETON TO VISIT SAIPAN FOLLOWING
TRIP FOR DISCUSSIONS WITH AG AND L & S STAFF.
GENERAL SENDS

INWARD 2833



178.48.8

OCT 22 20 2670

ZCZC SHA057ZNR UUUUU
R 220327Z OCT 70
FM PACNAVFACENGCOM
TO RUCLGDA/CGSAFSCOM HUNTSVILLE AL
INFO RUHGSKK/HICOMTERPACIS
RUHHBAA/KMR SAFSCOM KWJALEIN
RUHHBAA/DISTAD MARSHALLS
BT

UNCLAS //P11011//
SECOND VISIT BY RAY HAMBLETON, REAL EST APPRAISER TO KWJALEIN
A. YOUR 261400Z MAR 70

1. IAW REF A MR. HAMBLETON SCHEDULED TO ARRIVE KMR 25 OCT 70, DEPART
27 OCT 70. MR. J. STANTON, ASS'T ATTORNEY GEN TTPI OR HIS REP
EXPECTED TO MEET WITH MR. HAMBLETON AT KMR ON 25 OCT 70.
2. COORDINATION WITH KMR LIAISON OFFICER ASSURED SUPPORT RESOURCES
AT KMR AVAILABLE FOR MESSRS. HAMBLETON AND STANTON OR HIS REP.

BT
#6358.

NNNN

INWARD 2834



178.48.8

OCT 22 20 2670

057ZNR UUUUU
Z OCT 70
VFACNGCOM
DA/CGSAFSCOM HUNTSVILLE AL
GSKK/HICOMTERPACIS
KMR SAFSCOM KWAJALEIN
DISTAD MARSHALLS

//11011//
ISIT BY RAY HAMBLETON, REAL EST APPRAISER TO KWAJALEIN
261400Z MAR 70
REF A MR. HAMBLETON SCHEDULED TO ARRIVE KMR 25 OCT 70, DEPART
O. MR. J. STANTON, ASS'T ATTORNEY GEN TTPI OR HIS REP
TO MEET WITH MR. HAMBLETON AT KMR ON 25 OCT 70.
DINATION WITH KMR LIAISON OFFICER ASSURED SUPPORT RESOURCES
AVAILABLE FOR MESSRS. HAMBLETON AND STANTON OR HIS REP.

INWARD 2834



178.48.8

INWARD 2835



178.48.8

INWARD 2835



48.8

ACTION.....
INFO.....C/L&S
INFO.....NAVY LNO
INFO.....POLAD

OCT 24 03 52Z

ZCZC SHA010
ZNR UUUUU
P 240100Z OCT 70
FM DISTAD MARSHALLS
TO HICOMTERPACIS SAIPAN
INFO PACNAFACENGCOM
NMR KWAJ
DISTAD REP KWAJ
GRNC
BT
UNCLAS X REUR 220534Z X SEN KABUA REQUESTS RAY HABLETON
TO REMAIN JORD TWO DAYS FOR PURPOSE CONFERRING WITH
LEADERS PRIOR TO HIS APPOINTMENT AT KWAJ AND SAIPAN X
URGENT PLEASE REPLY ASAP
BT

NNNN

INWARD 2837



178.48.8

78. 48. 8

178. 48.8

OCT 25 20 38 70

INFO.....LEGAL
INFO.....NAVY LNO
INFO.....C/L&S
INFO.....POLAD
INFO.....DHC

11-11-11 MARSHALLS
11-11-11 PACIFIC SAIPAN
11-11-11

11-11-11 241100Z OCT 70
11-11-11 11-11-11 REF A FORAC.
11-11-11 MAY HAMBLETON THIS DATE CONFIRMS REF A REQUEST
11-11-11 SCHEDULE FOR HAMBLETON FOLLOWS:
11-11-11 25 OCT 70 AIR MICRO FLT 665
11-11-11 26 OCT 70
11-11-11 25 OCT 70 AIR MICRO FLT 667
11-11-11 26 OCT 70
11-11-11 WILL BE RESCHEDULED BY HAMBLETON ON-SITE.
11-11-11 MEETING ACCOMMODATIONS FOR HAMBLETON AT MAJURO.

11-11-11 6007 JCS/AS

WARD 2838



178.48.8

DIVISION OF LAND AND SURVEY

DISPATCH NO 2869

178.48.8

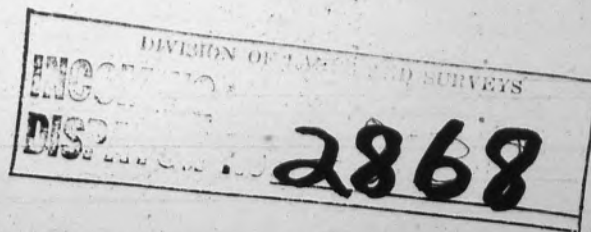


DIVISION OF LAND AND SURVEYS

2869



5.488



175.488



DIVISION OF LANDS AND SURVEYS
2868



178.488

DIVISION OF LANDS AND SURVEYS
INCOMING
DEC 10 1970 **2871**



Info: 178.488

DEC 70 ACTION.....AT.Y GEN
INFO.....C/L&S

ZCZC SHAG26
ZNR UUUUU
P 100205Z DEC 70
FM DISTAD MARSHALLS
TO DISTAD PACIFIC SAIPAN
INFO DISTAD REP KWAJ
BT

UNCLAS X ATTYGEN X REUR 082328Z X HAVE NOT REC'D ANY LTR TO
DATE FROM HAMILTON RE INFO HE NEEDS TO COMPLETE HIS LAND
APPRAISAL STUDY X WILL COOPERATE AND ASSIST WHENEVER ANY
INFO IS REQUESTED FROM DISTAD MARSHALLS X DISTAD SENDS
BT

NNNN

DIVISION OF LANDS AND SURVEYS

INCOMING

2871



DIVISION OF LANDS AND SURVEYS

INCOMING

DISPATCH NO

2874



178.48.8

DEC 70 ACTION.....ATTY GEN
INFO.....C/L&S

026
U
4 DEC 70
D MARSHALLS
TIPACIS SAIPAN
TAD REP KWAJ

ATTYGEN X REUR 082328Z X HAVE NOT REC'ANY LTR TO
HAMILTON RE INFO HE NEEDS TO COMPLETE HIS LAND
STUDY X WILL COOPERATE AND ASSIST WHENEVER ANY
REQUESTED FROM DISTAD MARSHALLS X DISTAD SENDS

DIVISION OF LANDS AND SURVEYS

INCIDENT
DISPATCH NO 2874



178.48.8

DEC 70 ORIG.....LEGAL
INFO.....C/L&S
INFO.....NAVY LNO
INFO.....POLAD

ZCZC HSA35/11/NL
ZNR
P 110717Z DEC 70
FM HICOMTEPACIS SAIPAN
TO PACDIVNAVFACENGCOM
INFO DISTAD TRUK
DISTAD MARSHALLS
GRNC
BT

UNCLAS. PASS TO SAMARITANO. FOLLOWING CABLE MESSAGE RECEIVED FROM
ATTORNEY GENERAL RE 003330Z. SENT REPLY TO HANLETON DECEMBER 7.
WILL SEND COPY HIS REPLY AND MY REPLY ESTIMATING VALUE OF BEARING
COCONUT TREES AT LOLS TEN UP TO 70 TREES PER ACR. ANY NUMBER ABOVE
70 PER ACR NO VALUE AS TREES ARE TOO CROWDED TO BEAR WELL.
TEN DOLLARS PER BEARING TREE SAME VALUE AS PAID FOR TREES
DESTROYED DURING NUCLEAR TESTS AT WEATHER AND RADIOLOGICAL TEST
SITES IN MARSHALLS. NEA'S SENDS UNQUOTE. ACTING ATTORNEY
BT

NNNN

DIVISION OF LANDS AND SURVEYS

INCIDENT
DISPATCH NO 2876



Info

- 178.588

SA33/11/70

17Z DEC 70
INTERPACIS SAIPAN
IVMAVACENGCOM
STAD TRUK
MARSHALLS

DEC 70 ORIG.....LEGAL
INFO.....C/LSS
INFO.....NAVY LNO
INFO.....POLAD

RE: TO SAMARITANO. FOLLOWING CABLE MESSAGE RECEIVED FROM
RE: REFERENCE HAMBLETON APPRAISAL ROI-NAMUR: QUOTE FOR
GENERAL DE 002330Z. SENT REPLY TO HAMBLETON DECEMBER 7.
AND MY REPLY ESTIMATING VALUE OF BEARING
AT DOLS TEN UP TO 70 TREES PER ACRE. ANY NUMBER ABOVE
NO VALUE AS TREES ARE TOO CROWDED TO BEAR WELL.
PER BEARING TREE SAME VALUE AS PAID FOR TREES
DURING NUCLEAR TESTS AT WEATHER AND RADIOLOGICAL
MARSHALLS. NEAS SENDS UNQUOTE. ACTING ATTORNEY
SENDS

DIVISION OF LANDS AND SURVEYS

2876



178.588

2026 NS117/11/70
ZND
P 140300Z DEC 70
FM HICOMVEPACIS SAIPAN
TO PACOMVACENGCOM
INFO DISTAD MARSHALLS
DISTAD TRUK
BT
UNQUOTE. RE: TO SAMARITANO. HAMBLETON'S APPRAISAL STUDY
FOLLOWING MESSAGE RECEIVED DISTAD MARSHALLS QUOTE HUGLAS. ACTING
GENERAL DE 002330Z. HAVE NOT REC ANY LTR TO DATE FROM HAMBLETON
INFO RE: NEEDS TO COMPLETE HIS LAND APPRAISAL STUDY. WILL COOPERATE
AND ASSIST WHENEVER ANY INFO IS REQUESTED FROM DISTAD MARSHALLS.
DISTAD SENDS UNQUOTE. PLEASE REQUEST HAMBLETON TO RE TRANSMIT HIS
REQUEST TO AMATA KABUA THRU DISTAD MARSHALLS. ACTING ATTORNEY
GENERAL SENDS
BT

DEC 70 ORIG.....ATTY GEN
INFO.....C/LSS

NNNN

DIVISION OF LANDS AND SURVEYS

INCOMING
DISPATCH No 2878



178.588

C HS 17414/HL

409201 DEC 70
HICONTACTS SAIPAN
PACRIM/AMC/CMSCOM
DISTAD MARSHALLS
KWAJALEIN

DEC 70 OHIO...TATTY BEN
INFO.....O/L/S

409201 TO SAMARITANO, HANLEY'S APPRAISAL WINDY
...RECEIVED DISTAD MARSHALLS QUOTE UNQUOTE. ...
...HAVE NOT REC ANY LTR TO DATE FROM HAMBLETON ...
...HE NEEDS TO COMPLETE HIS LAND APPRAISAL STUDY. WILL COOPERATE
...ASSIST WHENEVER ANY INFO IS REQUESTED FROM DISTAD MARSHALLS.
...TAD SENDS UNQUOTE. PLEASE REQUEST HAMBLETON TO RE TRANSMIT HIS
...QUEST TO AMATA KABUA THRU DISTAD MARSHALLS. ACTING ATTORNEY
...ERAL SENDS

DIVISION OF LANDS AND SURVEYS

COMING
SPATCH No 2878



178.48.8

April 13, 1970

Mr. Ray W. Hambleton, M. A. I.
Hambleton & Associates, Inc.
2270 Kakaia Avenue
Honolulu, Hawaii 96815

Dear Mr. Hambleton:

I refer to your letter of March 23 to Mr. Walter Moreira, Department of the Navy, pertaining to your contract with the Department of the Navy for the appraisal of certain lands situated in the Kwajalein lagoon in the Marshall Islands District of Micronesia.

The dates you propose for visiting Kwajalein (between April 20 and 24) are quite satisfactory to the Trust Territory Government and we have cabled our concurrence to the Navy. To assist you while you are on Kwajalein, I have assigned Mr. Robert Bowles, the Trust Territory District Attorney, from this office who will brief you on the legal aspects involved in acquiring land for the United States. He will review for you the present status of the several pending condemnation cases affecting some of the lands you will be appraising. In addition to Mr. Bowles, Marshall Islands District Administrator Robert Law has assigned District Land Management Officer Mike Allen and Community Development Officer Jack Tobin to provide you with background land tenure and anthropological information about the Marshall Islands.

I believe these three men will be able to provide you in detail with the kind of information you list in Schedule A - "Factors to be considered in Real Estate Appraisals", which was attached to your letter of March 23, 1970, as an appendix. I am also sending to you under separate cover (Air Mail) the following printed materials:

1. 1968 Trust Territory Annual Report to the United Nations.
2. Agricultural Extension Circular Number 3 - The Coconut in Micronesia.
3. Agricultural Extension Circular Number 6 - How to Thin Coconut Groves.
4. Agricultural Extension Circular Number 7 - How to Plant Coconuts.
5. 1968 Annual Report to the Secretary of the Interior.
6. Micronesia-Guidebook for Tourists.
7. Land Tenure Patterns in the Trust Territory of the Pacific Islands (Volume 1).



178.48.8

C/L & A.
April 15, 1970

Mr. Ray W. Hamblen, M. A. I.
Hamblen & Associates, Inc.
2270 Kahala Avenue
Honolulu, Hawaii 96815

Dear Mr. Hamblen:

I refer to your letter of March 23 to Mr. Walter Moreira, Department of the Navy, pertaining to your contract with the Department of the Navy for the appraisal of certain lands situated in the Kwajalein lagoon in the Marshall Islands District of Micronesia.

The dates you propose for visiting Kwajalein (between April 20 and 24) are quite satisfactory to the Trust Territory Government and we have cabled our concurrence to the Navy. To assist you while you are on Kwajalein, I have assigned Mr. Robert Howies, the Trust Territory District Attorney, from this office who will brief you on the legal aspects involved in acquiring land for the United States. He will review for you the present status of the several pending condemnation cases affecting some of the lands you will be appraising. In addition to Mr. Howies, Marshall Islands District Administrator Robert Lee has assigned District Land Management Officer Mike Allen and Community Development Officer Jack Tobin to provide you with background land tenure and anthropological information about the Marshall Islands.

I believe these three men will be able to provide you in detail with the kind of information you list in Schedule A - "Factors to be considered in Real Estate Appraisals", which was attached to your letter of March 23, 1970, as an appendix. I am also sending to you under separate cover (Air Mail) the following printed materials:

1. 1968 Trust Territory Annual Report to the United Nations.
2. Agricultural Extension Circular Number 3 - The Coconut in Micronesia.
3. Agricultural Extension Circular Number 6 - How to Thin Coconut Groves.
4. Agricultural Extension Circular Number 7 - How to Plant Coconuts.
5. 1968 Annual Report to the Secretary of the Interior.
6. Micronesia-Guidebook for Tourists.
7. Land Tenure Patterns in the Trust Territory of the Pacific Islands (Volume 1).

178.48.8



- 2 -

8. Pathways to Micronesia - An annotated Bibliography of Selected Works on Micronesia.
9. Agricultural Extension Bulletin No. 9A - Guide to Subsistence Agriculture in Micronesia.
10. Majuro Atoll, Marshall Islands District - Final Planning Report.
11. Land Statistics - Trust Territory of the Pacific Islands (1968).

You should ask Mr. Howard H. De Vis-Norton, Realty Officer, Department of the Army, for a copy of the Army Corps of Engineers Preliminary Report on the Majuro Atoll. This contains a recent appraisal study of land in the Marshalls that you may find of value to you. May I also suggest that you see Mr. Edward Bryan, Pacific Science Information Center, Bishop Museum, Honolulu, who maintains a storehouse of information on Micronesia. Mr. Bryan is considered to be particularly knowledgeable about the Marshalls. He will have vintage aerial photographs of the islands and land areas you will be appraising. Should you want to review them.

I wish you every success in your work and look forward to reading your final report. Please feel free to call upon this office if we can be of further assistance to you.

Sincerely yours,

Robert A. Hafner
Attorney General

cc: Chief, Lands & Survey (HQ)
District Administrator, Marshalls
Mr. Moreira, Department of the Navy
Mr. Howard H. de Vis Norton, Department of the Army
Mr. Edward Bryan, Pacific Science Information Center,
Bishop Museum, Honolulu

DEPARTMENT OF THE NAVY
PACIFIC DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
APO SAN FRANCISCO 96310

071:UNM:nyt
Ser 2195
16 April 1970

Mr. Roy W. Hambleton
Hambleton & Associates, Inc.
2270 Kalakaua Avenue
Honolulu, Hawaii 96815

Dear Mr. Hambleton:

Forwarded for your files is a fully executed copy of
Contract for Appraisal Services No. N62742-70-C-0002.

The Contract covers appraisal services required for
islands in the Rongerik Atoll, Marshall Islands District,
Trust Territory of the Pacific Islands and is being
accomplished for the Trust Territory of the Pacific Islands.

Sincerely yours,

A. G. DANKSDALE
Acting Director
Real Estate Division

Encl:
(1) Executed copy of Contr
No. N62742-70-C-0002

Copy to:
✓ NICE HIRAPACIS (AttyGen)

CONTRACT FOR
APPRAISAL SERVICES

APPROVAL: Hamilton & Associates, Inc.; 2270 Kalanianaʻahele Avenue;
Honolulu, Hawaii 96815

Hereafter referred to as "Contract" for the United States of America, hereinafter referred to as "Government".
The Government hereby offers that for the on execution hereafter specified, the services shall be made by the Appraisal
Services Division for the property described below, subject to the rules, regulations, and general terms of the contract as
this contract, the reference shall be made to the other documents, if any, incorporated herein by reference or otherwise.

1. **SCOPE OF WORK AND REQUIREMENTS:** Appraisal covering the fair rental value of
certain islands in the Kuzajikin Atoll, Marshall Islands District,
Trust Territory of the Pacific Islands, as described on the attached
Scope.

a. The Appraisal firm shall perform the services specified in
the "Scope of Work and Requirements" for a fee of \$14,500. A copy of
the Scope is attached and incorporated as a part of this contract.

b. The Appraisal firm shall be responsible for all expenses in
connection with the services required for the appraisal.

2. **APPROPRIATE PAYMENT:** The Government, under Article 75 of the Constitution, shall pay the rate of compensation for the services
performed by the Appraisal firm as set forth in the Schedule of Rates for the Appraisal firm, which shall be determined by the
Appraisal firm and the Government. The Appraisal firm shall be paid for the services performed by the Appraisal firm at the rate of \$14,500 per month.
In the event of the termination of the contract, the Appraisal firm shall be paid for the services performed by the Appraisal firm at the rate of \$14,500 per month.
The Appraisal firm shall be paid for the services performed by the Appraisal firm at the rate of \$14,500 per month.
Payment will be made by the Navy Regional Finance Center,
Pearl Harbor, FPO San Francisco 96310.

3. **TERMINATION:** The Government may terminate this contract at any time without cause, and the Appraisal firm shall be paid for the services performed by the Appraisal firm at the rate of \$14,500 per month.
In the event of the termination of the contract, the Appraisal firm shall be paid for the services performed by the Appraisal firm at the rate of \$14,500 per month.
The Appraisal firm shall be paid for the services performed by the Appraisal firm at the rate of \$14,500 per month.

4. **ASSIGNMENT:** The Appraisal firm shall not assign this contract to any other person or organization without the written consent of the Government.
The Appraisal firm shall not assign this contract to any other person or organization without the written consent of the Government.
The Appraisal firm shall not assign this contract to any other person or organization without the written consent of the Government.

5. **GOVERNMENT PROPERTY:** The Appraisal firm shall not use Government property for any other purpose than the performance of the services specified in the Scope of Work and Requirements.
The Appraisal firm shall not use Government property for any other purpose than the performance of the services specified in the Scope of Work and Requirements.
The Appraisal firm shall not use Government property for any other purpose than the performance of the services specified in the Scope of Work and Requirements.

6. **FORCE MAJEURE:** The Appraisal firm shall not be held responsible for any delay or failure to perform the services specified in the Scope of Work and Requirements due to force majeure.
The Appraisal firm shall not be held responsible for any delay or failure to perform the services specified in the Scope of Work and Requirements due to force majeure.
The Appraisal firm shall not be held responsible for any delay or failure to perform the services specified in the Scope of Work and Requirements due to force majeure.

7. **ENTIRE AGREEMENT:** This contract shall constitute the entire agreement between the Appraisal firm and the Government.
The Appraisal firm shall not be held responsible for any delay or failure to perform the services specified in the Scope of Work and Requirements due to force majeure.
The Appraisal firm shall not be held responsible for any delay or failure to perform the services specified in the Scope of Work and Requirements due to force majeure.

Not. 10-0000

4. GENERAL PROVISIONS

a. **APPRAISER'S REPORT:** The Report shall contain, but not be limited to, the following:

(1) A statement of the Appraiser's qualifications.

(2) A certificate executed by the Appraiser substantially in the following form: "I, _____, do hereby certify that I have no present and no prospective interest in the Property, that I have personally examined the Property, that my fee for this Appraisal is not contingent upon the amount of the value reported nor upon any other condition excepting the pre-determined fee that to the best of my knowledge and belief the statements and opinions in the Report are correct, subject to the limiting conditions herein set forth, and that the Report has been made in conformity with recognized appraisal procedures and applicable principles of law, and I have been able to form and have formed the opinion that the fair _____ value of the Property as of the _____ day of _____, 19____, is as set forth in the Report."

(3) A detailed description and itemization of all improvements, such as buildings, and utility systems, indicating the age, condition, dimensions, and the cost of replacement new and the cost of replacement new less depreciation.

(4) Sufficient photographs of the lands and improvements, both interior and exterior, to support the appraisal and aid the reviewer or a jury.

(5) A statement of the highest and best use of each parcel, together with supporting data in the event a determination is made that the highest and best use is other than the present use.

(6) The assessed value of each parcel, together with the present tax rate and the general rate of assessed value to market value prevailing in the area.

(7) A five year history of each parcel, of all sales, options, offers to buy or sell, and leases, if no sale in the past five years, a record of the last sale.

(8) A full record of all sales and analysis of comparable sales, options, offers to buy or sell, and leases, indicating to what parcels applicable. Where practicable, photographs of such comparable properties should be included. A full record of vicinage sales, options, offers to buy or sell, and leases, of possible bearing on fair value, rejected as comparable, and the reasons for such rejection. The latest assessed valuation should be shown on a representative number of comparable sales.

(9) If any parcel was, prior to the taking, a part of a unitary holding, the estimated value of the original holding and the estimated value of the remaining holding shall be reported.

(10) The salvage value of each improvement which is capable of being salvaged and removed by the owner to other premises, together with the basis of such value.

(11) The damage due to the imposition of any easements determined by the before-and-after technique.

b. **PAYMENT:** Payment for the Report shall become due upon completion and delivery of the Report to the Contracting Officer with an invoice, in triplicate, each signed by the Appraiser.

c. **DEFINITIONS:** The word "parcel" as used herein means any areas included in the description set forth herein which are contiguous and in fee simple ownership. The lands will be deemed contiguous even though portions thereof are separated by roads, railroad rights of way, streams, etc. If there has been a severance of the surface and sub-surface of the land, determination of what constitutes a parcel shall be based on ownership of the surface.

d. **INFORMATION CONFIDENTIAL:** All information contained in the Report and all parts thereof are to be treated as strictly confidential. The Appraiser shall take all necessary steps to insure that no member of his staff or organization divulges any information concerning the Report except to a duly authorized representative of the Government.

e. **TERMINATION FOR DEFAULT:** If the Appraiser refuses or fails to perform this contract within the time specified, or any extension thereof, or so fails to make progress as to endanger performance of this contract in accordance with its terms, the Government may, by written notice, terminate the right of the Appraiser to proceed with the contract or with such part or parts thereof as to which there has been default or delay, and may hold the Appraiser liable for any damage caused the Government by reason of such termination. The right of the Appraiser to proceed with the performance of this contract shall not be terminated under this clause if the delay is due to causes beyond the control and without the fault or negligence of the Appraiser, including, without being limited to, any preference, priority, or allocation order issued by the Government or any other act of the Government. Upon termination under this clause, the Government reserves the right to require the Appraiser to turn over to the Government all data, maps, photographs, or other materials acquired for this contract work upon payment of an equitable price therefor.

f. **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT:** The performance of work under this contract may be terminated, in whole or in part, whenever the Government shall determine that termination is in its best interest, by delivery to the Appraiser of a Notice of Termination at least three days prior to the effective date of termination. The Appraiser agrees to cease all work, to turn over to the Government all data, maps, photographs, and other materials acquired for this contract work, and to submit to the Government a claim for work performed prior to termination. The Government shall pay the Appraiser an equitable price for work performed prior to termination, such price not to exceed a fair proportion of the original contract price.

g. **DISPUTES:** Except as otherwise provided for in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Chief of the Bureau of Yards and Docks, who shall reduce his decision to writing, and mail or otherwise furnish a copy of his decision to the Appraiser. Within 30 days from the date of receipt of such copy, the Appraiser may appeal by mailing or otherwise furnishing to the Chief of the Bureau of Yards and Docks a written appeal addressed to the Secretary of the Navy, and the decision of the Secretary or his representative duly authorized to hear such appeals shall, unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence, be final and conclusive; provided that, if no such appeal is taken, the decision of the Chief of the Bureau of Yards and Docks shall be final and conclusive. In connection with any appeal proceeding under this clause, the Appraiser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Appraiser shall proceed diligently with the performance of the contract and in accordance with the Chief of the Bureau of Yards and Docks' decision. The term "Chief of the Bureau of Yards and Docks" as used herein shall include his duly appointed successor or his representative specially designated for this purpose.

h. **COVENANT AGAINST CONTINGENT FEES:** The Appraiser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Appraiser for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage or contingent fee.

4. OTHER PROVISIONS (Continued)

11. **ASSIGNMENT.** The Contractor shall have the right to assign or subcontract any part of the work hereunder, provided that the Contractor shall be responsible for the performance of the entire work hereunder, and shall remain liable to the Government for the performance of the entire work hereunder.

12. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay. The Contractor shall be required to resume performance of the work hereunder as soon as possible after the delay.

13. **ENTIRE AGREEMENT.** This contract and the specifications and drawings hereunder shall constitute the entire agreement between the Contractor and the Government. No oral agreement or understanding shall be binding on the Contractor or the Government.

14. **GOVERNMENT PROPERTY.** The Contractor shall be responsible for the protection and security of all Government property in its possession or control.

15. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

16. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

17. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

18. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

19. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

20. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

21. **FORCE MAJEURE.** In the event of a delay in the performance of the work hereunder due to causes beyond the control of the Contractor, the Contractor shall be relieved of its obligation to perform the work hereunder for the period of the delay.

WILLIAMSON & ASSOCIATES, INC.

BY _____
WILLIAMSON & ASSOCIATES, INC.

WILLIAMSON & ASSOCIATES, INC. is a corporation organized under the laws of the State of California, and is duly qualified to do business in the State of California.

WILLIAMSON & ASSOCIATES, INC. is a corporation organized under the laws of the State of California, and is duly qualified to do business in the State of California.

WILLIAMSON & ASSOCIATES, INC. is a corporation organized under the laws of the State of California, and is duly qualified to do business in the State of California.

WILLIAMSON & ASSOCIATES, INC. is a corporation organized under the laws of the State of California, and is duly qualified to do business in the State of California.

DIRECTIONS FOR PREPARATION

IDENTIFICATION OF APPRAISER: The Appraiser shall be identified by name in the opening paragraph of the contract as follows:

If the Appraiser is an individual, show the full name.

If the Appraiser is a partnership, the names of all members of the partnership must be shown.

If the Appraiser is a private corporation, as

XYZ, a corporation organized and doing business under the laws of _____

If the Appraiser is a public corporation, the name of the public corporation is to be set forth as

In all cases, the mailing address of the Appraiser will be shown.

ITEM 1. LOCATION AND DESCRIPTION OF PROPERTY: Insert a full and complete description suitable for positive identification of the property. Wherever possible a map of the area should be furnished to the Appraiser. If space provided for description is not sufficient, set forth the description in an attachment properly numbered and identified, and list the attachment under paragraph "n" of the General Provisions.

ITEM 2. APPRAISAL SERVICES AND PAYMENT: The number of days within which the Appraisal Report is to be furnished and amount of the payment for the report shall be determined by negotiation. Show the type of appraisal to be made, such as the "fair market value" or "fair rental value." The amount negotiated for reimbursement for testifying in judicial proceedings should be coordinated with the local United States Attorney.

ITEM 3. Self explanatory.

ITEM 4. GENERAL PROVISIONS: It is anticipated that there will be little or no necessity for making changes in the General Provisions. However, any changes required in specific instances shall be approved and initialed by Counsel for the DPWD. Any additional provisions to be incorporated by attachment or reference in order to form a part of the contract must be listed under paragraph "n" of the General Provisions.

ITEM 5. EXECUTION BY APPRAISER: Execution of the Contract on behalf of the Appraiser will be by the party whose name appears in the opening paragraph, except in the case of a corporation or a partnership. Execution for corporations and partnerships will be by the official duly authorized to do so, and will be in the following manner:

XYZ Corporation

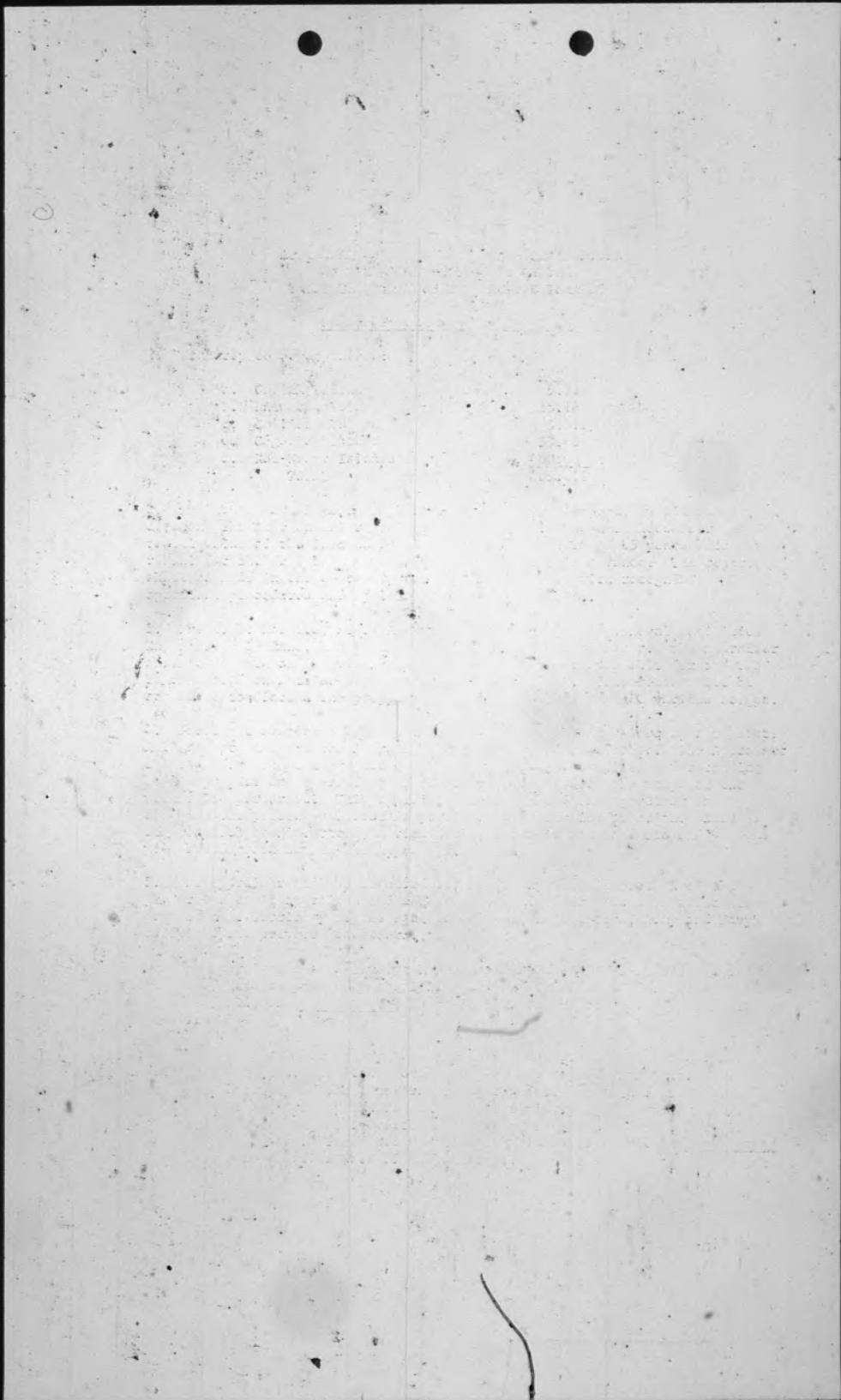
By: _____
Name and Title

XYZ Partnership

By: _____
Name and Title

In the case of a private corporation the authority of the corporate official to execute the contract will be certified by the Secretary or Assistant Secretary of the Corporation at the place provided in the contract, following the corporate official's signature. The execution by or on behalf of the Appraiser shall be witnessed and the date of execution shown.

ITEM 6. EXECUTION FOR AND ON BEHALF OF THE GOVERNMENT: Execution on behalf of the United States is to be by the contracting officer authorized to solicit, and is to be witnessed and dated.



Administrative Information

1. Date of Report: 10/15/77
2. Name of Subject: [illegible]
3. Address: [illegible]
4. City: [illegible]
5. State: [illegible]
6. Zip: [illegible]
7. Telephone: [illegible]
8. Other: [illegible]

gas

MAR 70 ACTION.....ATTY GEN
INFO.....LEGAL

Mar 25 20 1470

7010 SMA 70

ZNR
R 15 5 37 MAR 7
F PACNAVACENCOM
TO RUMSKN/RICOMTERPAC
INFO RUMSKN/DISTAD MARSHALLS
RUMSKN/DISTAD REP EYE
RUMSKN/NAVA SAVCOM KWAJALEIN

UNCLAS
VISIT OF RAY HAMILTON REAL ESTATE APPRAISER TO KWAJALEIN 19-24 APR
A. YOUR SA 5-12 MAR 7
1. HAMILTON ASSOC LTR OF 23 MAR 7 (NOTAL)
2. ISSUED A REAL ESTATE APPRAISER RAY HAMILTON DESIRES TO MEET ON
KWAJALEIN WITH DISTAD MARSHALLS, ATTY GEN, AND LAND MANAGEMENT STAFF
TO DISCUSS PROJECT.
3. IF NOT SATISFACTORY TO MEET ON KWAJALEIN FLIGHT SCHEDULE WILL
BE CHANGED ON RETURN TO MEET WITH ABOVE PERSONNEL ON MAJURO.
4. APPRAISER FIRM REQUESTS TRUST TERRITORY PROVIDE PERTINENT DATA AS
COMPLETED SCHEDULE A OF 23 MAR 7. ADDL ASSISTANCE AS REQUIRED WILL
BE REQUESTED.
5. REQUEST CORRESPONDENCE FROM APPRAISER PRIOR TO 19 APR ARRIVAL DATE.
6. REQUEST ADVISE ON ACCEPTABLE LOCATION AND DATE.

INWARD 2366

178.48.8



gas

MAR 70 ACTION.....ATTY GEN
INFO.....LEGAL

178.25 20 24 22

020 SHA 70

15 6 37 MAR 7
PACHAVFACENGCOM
RUMGEKK/NICONTERRACIS
TO RUMGEKK/DISTAD MARSHALLS
RUMGEKK/DISTAD REP E-EXT
RUMGEKK/SAFECON KWAJALEIN

GLAS
BIT OF RAY HAMPLETON REAL ESTATE APPRAISER TO KWAJALEIN 19-24 APR
YOUR 14 5 47 MAR 7
HAMPLETON ASSOC LTR OF 23 MAR 7 TOTAL
INQUIRE A REAL ESTATE APPRAISER RAY HAMPLETON DESIRES TO MEET ON
KWAJALEIN WITH DISTAD MARSHALLS, ATTY GEN, AND LAND MANAGEMENT STAFF
TO DISCUSS PROJECT.
IF NOT SATISFACTORY TO MEET ON KWAJALEIN FLIGHT SCHEDULE WILL
BE CHANGED ON RETURN TO MEET WITH ABOVE PERSONNEL ON BAHAMAS.
APPROPRIATE FIRM REQUESTS TRUST TERRITORY PROVIDE PERTINENT DATA AS
OBTAINED TO SCHEDULE A SECOND V. ADDL ASSISTANCE AS REQUIRED WILL BE
DIRECT CORRESPONDENCE FROM APPRAISER PRIOR TO 19 APR ARRIVAL DATE.
REQUEST ADVISE ON ACCEPTABLE LOCATION AND DATE.

INWARD

2366

178.48.8



MAR 70 INFO.....LEGAL
INFO.....D/AD
INFO.....ADM
INFO.....C/L&S

178.21 21 57 70

7020 SHA 247
70R HUUUU
R 21 21 17 MAR 7
FM PACHAVFACENGCOM
TO RUCITTA/CGSAFECON HUNTSVILLE, AL
INFO RUMGEKK/NICONTERRACIS
RUMGEKK/SAFECON KWAJALEIN
RUCITTA/SAFECON HUNTSVILLE
RUMGEKK/DIVISION PACOCEAN HONO
RUMGEKK/RUMBLEH/COMFOURTEEN

UC:AS
AUTHORIZATION TO VISIT KWAJALEIN
A. YOUR 16184 17 MAR 7 TOTAL
1. THE REF A MESSRS. RAY M. HAMPLETON AND YOSHIO SUETSUGO WILL
ARRIVE KWAJALEIN 19 APR 1970 AND DEPART 24 APR 1970.
2. ARRANGEMENT FOR SECOND VISIT BY APPRAISAL FIRM CANNOT BE
DETERMINED AT THIS TIME. BEFORE DEPARTING KWAJALEIN APPRAISAL FIRM
WILL COORDINATE, IF SECOND VISIT IS REQUIRED, WITH MR TO ENSURE
THAT FIRM HAS SUPPORT RESOURCES AVAILABLE.
3. REQUEST AREA CLEARANCE TO INCLUDE INITIAL VISIT AS WELL AS
SECOND VISIT AS REQUIRED.

BT
642

INWARD 2348

178.28.8



APR 21 21 57 10

1. AUTHORIZATION TO VISIT KWAJALEIN
2. YOUR 16124-12 MAR 77 NOTAL
3. THE BEE A MESSE. RAY M. MARBLETON AND YOSHIO SUETSUGO WILL
4. ARRIVE KWAJALEIN 19 APR 1977 AND DEPART 24 APR 1977.
5. REQUIREMENT FOR SECOND VISIT BY APPRAISAL FIRM CANNOT BE
6. DETERMINED AT THIS TIME. BEFORE DEPARTING KWAJALEIN APPRAISAL FIRM
7. WILL COORDINATE. IF SECOND VISIT IS REQUIRED, WITH MR TO ENSURE
8. THAT MR HAS SUPPORT RESOURCES AVAILABLE.
9. REQUEST AREA CLEARANCE TO INCLUDE INITIAL VISIT AS WELL AS
10. SECOND VISIT AS REQUIRED.

INWARD 2348

174.28.8

A circular stamp with a date and a signature. The date "MAR 23 1970" is printed in the center. Below the date is a handwritten signature that appears to be "M.L.". The stamp is surrounded by a circular border with tick marks, similar to a clock face.

MAIL TO OMIS.....DISTATTY
INFO.....C/LEG
INFO.....D/RE
INFO.....LEGAL

ARRIVE KWAJALEIN SOON X OBJECT
BEHIND OTHER ISLANDS X IF CALLED UPON COOPERATE
IN REPAIRS BEING SENT TO LNO KWAJALEIN X ATTORNEY

INWARD 2329

A circular stamp with a clock-like border. The word "RECEIVED" is at the top, and "MAR 11 1970" is in the center. A signature is written across the bottom half of the stamp.

178. 48.8

MAN TO CHIEF.....DISTRICT
INFO.....C/L
INFO.....L/RD
INFO.....LEGAL

7/20/75

178.48.8

STAFF AND ATTORNEY GENERAL AND YOSIAO SUETSUGO GRANTED
BY THE TERRITORY X SHOULD ARRIVE KWAJALEIN SOON X OBJECT
PERMITS WILL BE SENT TO LNO KWAJALEIN X ATTORNEY

INWARD 2329



178.48.8

MAN TO CHIEF.....C/L
INFO.....L/RD
INFO.....LEGAL

178.48.8

ENTRY AUTHORIZATION
TO KWAJALEIN DEPARTS
RECEIPT OF ENTRY AUTH
WILL DEPART ON BOAT
DURING KWAJONE WEEK.
WILL BE REQUIRED BY
PROVIDED WILL BE RESPONSIB-
ANTICIPATED, BUT SPECIFIC
ED OF SUPPORT REQUIREMENTS.

INWARD 2325



178.48.8

MR. J. P. SUMARITANO
DIRECTOR, NEAL ESTATE DIVISION
NAVAL FACILITIES ENGINEERING COMMAND
PFO San Francisco 96610

January 9, 1970

Mr. J. P. Sumaritano
Director, Neal Estate Division
Naval Facilities Engineering Command
PFO San Francisco 96610

Dear Mr. Sumaritano:

Fast correspondence indicates that an appraiser should just about be ready to come to the Marshalls. Could you tell me the latest status? Is there anything that we can do here at this time?

A question has come up regarding the five year reviews to ascertain the continuing need, if any, for the various retention areas in the Trust Territory. I have gone through my files and can find only the Director, Pacific Division, Bureau of Yards and Docks' memorandum to the Chief, Bureau of Yards and Docks, dated September 29, 1961. Reference GPO:OCH:rk Ser 2230 concerning the review at that time. Could you send me copies of the reviews from 1961 to present for my files?

Sincerely yours,

Donald R. Tindal
Attorney General

cc: Lands and Claims Administrator

DRTindal:oha
File:Legal

INWARD 2325



178.48.8

178.48.8

January 9, 1970

Mr. J. P. Samaritano
Director, Real Estate Division
Naval Facilities Engineering Command
PFO San Francisco 96610

Dear Mr. Samaritano:

Fast correspondence indicates that an appraiser should just about be ready to come to the Marshalls. Could you tell me the latest status? Is there anything that we can do here at this time?

A question has come up regarding the five year reviews to ascertain the continuing need, if any, for the various retention areas in the Trust Territory. I have gone through my files and can find only the Director, Pacific Division, Bureau of Yards and Docks' memorandum to the Chief, Bureau of Yards and Docks, dated September 29, 1961, Reference CNO:NM:Rth Ser 2220 concerning the review at that time. Could you send me copies of the reviews from 1961 to present for my files?

Sincerely yours,

Donald E. Tindal
Attorney General

cc:
Lands and Claims Administrator

DRTindal:oha
File:Legal

178.48.8

ZCZC SHA079
ZNR UUUUU

HICINTERPACIS

NOV 09 ACTION.....DREIGHT HEINE/SPC COM

P 132311Z NOV 69
FM PACNAVFACENGCOM
TO RUHGSKK/HICOMTERPACIS
INFO RUEBMSA/DEPT OF INTERIOR
RUCRJCS/ASTSECDEF
RUENAAA/CNO
RUEADWD/OAGC DOD
RULSSAA/OGC NAVY WASHDC
RUEADCR/ASTSECARM
RUEADDA/OCE DA
RUECJFA/ARPA WASHDC
RUEADWD/ARMY BALLISTIC MISSILE DEFENSE AGENCY
RUEBHIA/NAVFACENGCOMHQ
RUHMAVA/DIVENGR PACOCEAN HONO

INFO.....LEGAL
INFO.....D/PA
INFO.....CH/LGO
INFO.....HC

BT

UNCLAS

FOR ASTSECDEF IAL AND IS4 FOR OAGC DOD LOGISTICS; FOR ASTSECARM IAL AND FOR OCE DA ENGREG-PB
ROI AND NANUR ISLANDS, KWAJLEIN AELL, TTPI; PROPOSED LAND APPRAISAL
A. COMNAVFACENGCOM LTR 0712A/KWS/CM OF 3 NOV 69

PAGE TWO RUHMBRA4573 UNCLAS

1. IAW REF A REQUEST \$15,000 REQUIRED FOR CONTRACT APPRAISAL BE RETURNED FROM HICOMTERPACIS TO THIS COMMAND SO THAT A CONTRACT MAY BE AWARDED FOR THE NECESSARY LAND APPRAISAL.

BT

EA573

NNNNATO

NOV 15 1968

INWARD 2047
178.48.8

C SHA079 HI INTERPACIS
 UUUUU NOV 89 ACTION.....DEIGHT HEINE/SPC CON.
 32311Z NOV 69 INFO.....LEGAL
 PACNAVFACENGCOM INFO.....D/PA
 RUHCKK/HICOMTERPACIS INFO.....CH/LMO
 RUEBMSA/DEPT OF INTERIOR INFO.....HC
 RJCS/ASTSECDEF
 NAAA/CNO

ADWD/OAGC DOD
 SSAA/OGC NAVY WASHDC
 ADCR/ASTSECARM
 ADDA/OCE DA
 OJFA/ARPA WASHDC
 ADWD/ARMY BALLISTIC MISSILE DEFENSE AGENCY
 BHIA/NAVFACENGCOMHQ
 HAVA/DIVENR PACOCEAN HONO

LAS
 ASTSECDEF IAL AND IS4 FOR OAGC DOD LOGISTICS; FOR ASTSECARM IAL
 FOR OCE DA ENGRE-PB
 AND NAMUR ISLANDS, KWAJALEIN AELL, TTPI; PROPOSED LAND APPRAISAL
 COMNAVFACENGCOM LTR 8712A/WWS/CM OF 3 NOV 69

SE TWO RUHHBRA4573 UNCLAS
 IAW REF A REQUEST \$15,000 REQUIRED FOR CONTRACT APPRAISAL BE
 TURNED FROM HICOMTERPACIS TO THIS COMMAND SO THAT A CONTRACT MAY
 AWARDED FOR THE NECESSARY LAND APPRAISAL.

073

NNATO

NOV 15 1968

INWARD 2047
 178.48.8

John A. Stanton
 Colonel
 Department of the Army
 Honolulu District
 Corps of Engineers
 Fort Armstrong
 Hawaii

Dear Colonel Hughes:

I have just seen and reviewed your Preliminary Engineering Report for the Makua Airfield and Related Facilities, dated October 1, 1968. This is a very excellent study and I personally consider that you and the members of your staff who worked on this project are to be congratulated for a job very well done indeed. The section on land values was particularly thorough and will be of immense value to our Lands and Surveys Department. May I inquire as to the person responsible for this section of the report as we may wish to communicate further with him (with your approval of course). We are anxious to discuss the current market data aspects with him.

Personally, I would hope that the Trust Territory Government will be able to utilize the Army Corps of Engineers for any future such projects in Micronesia. Civil works of this nature, I know, are in many ways much more to your liking than purely defense work and, in the eyes of many Micronesians, it certainly places the Army in a much more favorable posture.

Keep up the good work.

I am enclosing some material on Micronesia I hope you will find of interest.

Sincerely yours,

James A. Stanton
 Chief, Lands & Minerals

Enclosures: (1) Draft Report and Observations - Symposium on Land Tenure in Relation to Economic Development
 (2) Land Ownership in the Northern Mariana Islands
 (3) Official Guidebook

JSANTON:mpm

October 18, 1968
 Serial: 140070
 File: 178.48.8

ORIGINATOR
 JSANTON
 ROUTING

HC	
DHC	
AD	
ES	
PA	
R&D	
AG	
AGR	
ASU	
AUD	
B&F	
COM	
CDO	
EC	
E&C	
ED	
IO	
PFO	
MIO	
MS	
PAO	
PER	
PES	
PV	
SPH	
TS	
ACLS	(1) PK
CPLE	(2)
R2	OK
SIGNATURE	
HC	
DHC	
AD	
ES	
PA	
R&D	
AG	

Rev. 7-18-68



**FILE
END**