DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
441 G STREET, NW
WASHINGTON, DC 20314-1000

REPLY TO
ATTENTION OF

AUG 0 3 2015

CEMP-CR

MEMORANDUM THRU COMMANDER, U.S. Army Corps of Engineers, Southwestern Division, ATTN: CESWD-PDR (Ms. Paula Johnson-Muic), 1100 Commerce Street, Room 8E9K, Dallas, Texas 75242

FOR COMMANDER, U.S. Army Corps of Engineers, Tulsa District, ATTN: CESWT-RE (Mr. Terry Rupe) 1645 S. 101st East Ave, Tulsa, OK 74128-4609

SUBJECT: Implementation Guidance for Sections 6005(c) and (g) of the Water Resources Reform and Development Act (WRRDA) 2014, Tulsa Port of Catoosa, Oklahoma

1. This memorandum provides implementation guidance on Section 6005(c) and (g) of WRRDA 2014 and provides for acquistion and conveyance of land in Rogers County, Oklahoma. A copy of Sections 6005(c) and (g) is enclosed. This memorandum is premised upon the assumption that no 16 U.S.C. 460d lease will be executed for the use of United States Tracts 413 and 427 prior to completion of the land exchange. If circumstances change and a lease execution is contemplated, the District must first seek approval from this office and obtain additional guidance.

2. Acting under this authority, the Corps is authorized to accept a warranty deed for approximately 34 acres of land situated in Rogers County, Oklahoma owned by the Tulsa Port of Catoosa (acquisition tract) that lies immediately south and east of the Federal land. In exchange, the Corps will convey to the Tulsa Port of Catoosa by quitclaim deed approximately 87 acres situated in Rogers County, Oklahoma, contained within United States Tracts 413 and 427 and acquired for the McClellan-Kerr Arkansas River Navigation System (disposal tract). Exact legal descriptions and acreages will be based on land surveys acceptable to the Corps.

3. On conveyance via warranty deed by the Tulsa Port of Catoosa to the United States of all right, title, and interest in and to the acquisition tract, the Corps shall convey via quitclaim deed to Tulsa Port of Catoosa all right, title, and interest of the United States in and to the disposal tract. The basis for the exchange will be a fair market value appraisal of both the disposal tract and the acquisition tract. The appraisals shall be satisfactory to the Corps. If the appraised fair market value of the disposal tract exceeds the appraised fair market value of the acquisition tract, Tulsa Port of Catoosa shall make a cash payment to the United States reflecting the difference in the appraised fair market values.

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4. WRRDA 2014 expressly exempts this land exchange from the screening provisions of Title 10 USC Section 2696. All other applicable Federal Statutes, Code of Federal Regulations, Army Regulations, Engineer Regulations/Circulars, Real Estate Policy Guidance Letters, and state laws will be followed. CESWT-RE will submit an exchange package thru CESWD-PDR to CEMP-CR for review and approval. The exchange package will include an Offer to Exchange and Warranty deed executed by the Tulsa Port of Catoosa for the acquisition tract; title evidence and Negotiator's Report for the acquisition tract; a CESWT-OD exchange approval memo; a draft of the Determination Approving Exchange of Real Property prepared for Chief of Operations and Regulatory signature; and a draft quitclaim deed for disposal tract prepared for Director of Real Estate signature. In addition, a Disposal Report must be completed with appropriate environmental documentation in conformance with all applicable laws. The Tulsa Port of Catoosa shall be advised that HQUSACE will have final approval of the conveyance documents and terms of the exchange.

5. In accordance with Section 6005(g)(3), additional necessary and appropriate terms and conditions may be placed in conveyance documents to protect the interests of the United States. The Tulsa Port of Catoosa is responsible for all reasonable and necessary real estate transaction costs, including but not limited to survey, appraisal, title evidence, legal review, and environmental documentation costs required to convey the acquisition tract to the United States and to convey the disposal tract to the Tulsa Port of Catoosa. The Tulsa Port of Catoosa shall hold the United States harmless from any liability with respect to activities carried out, on or after the date of the conveyance, on the Federal land conveyed. The United States shall remain responsible for any liability with respect to activities carried out, before such date, on the Federal land conveyed.

8. Any questions regarding this guidance should be addressed to Theodore Nettles, CEMP-CR, at 202-761-5542.

FOR THE COMMANDER:

Encl

BRENDA M. JOHNSON-TURNER
Chief, Real Estate Division
Directorate of Military Programs

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SEC. 6005 of WRRDA 2014

(c) TULSA PORT OF CATOOSA, ROGERS COUNTY, OKLAHOMA, LAND EXCHANGE.—

(1) DEFINITIONS.—In this subsection:

(A) FEDERAL LAND.—The term ''Federal land'' means the approximately 87 acres of land situated in Rogers County, Oklahoma, contained within United States Tracts 413 and 427 and acquired for the McClellan-Kerr Arkansas Navigation System.

(B) NON-FEDERAL LAND.—The term ''non-Federal land'' means the approximately 34 acres of land situated in Rogers County, Oklahoma, and owned by the Tulsa Port of Catoosa that lie immediately south and east of the Federal land.

(2) LAND EXCHANGE.—On conveyance by the Tulsa Port of Catoosa to the United States of all right, title, and interest in and to the non-Federal land, the Secretary shall convey to the Tulsa Port of Catoosa all right, title, and interest of the United States in and to the Federal land.

(3) SPECIFIC CONDITIONS.—

(A) DEEDS.—

(i) DEED TO NON-FEDERAL LAND.—The Secretary may only accept conveyance of the non-Federal land by warranty deed, as determined acceptable by the Secretary.

(ii) DEED TO FEDERAL LAND.—The Secretary shall convey the Federal land to the Tulsa Port of Catoosa by quitclaim deed and subject to any reservations, terms, and conditions the Secretary determines necessary to allow the United States to operate and maintain the McClellan-Kerr Arkansas River Navigation System.

(iii) CASH PAYMENT.—If the appraised fair market value of the Federal land, as determined by the Secretary, exceeds the appraised fair market value of the non-Federal land, as determined by the Secretary, the Tulsa Port of Catoosa shall make a cash payment to the United States reflecting the difference in the appraised fair market values.

(g) GENERALLY APPLICABLE PROVISIONS.—

(1) SURVEY TO OBTAIN LEGAL DESCRIPTION.—The exact acreage and the legal description of any real property to be conveyed under this section shall be determined by a survey that is satisfactory to the Secretary.

(2) APPLICABILITY OF PROPERTY SCREENING PROVISIONS.—Section 2696 of title 10, United States Code, shall not apply to any conveyance under this section.

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(3) ADDITIONAL TERMS AND CONDITIONS.—The Secretary may require that any conveyance under this section be subject to such additional terms and conditions as the Secretary considers necessary and appropriate to protect the interests of the United States.
(4) COSTS OF CONVEYANCE.—An entity to which a conveyance is made under this section shall be responsible for all reasonable and necessary costs, including real estate transaction and environmental documentation costs, associated with the conveyance.
(5) LIABILITY.—An entity to which a conveyance is made under this section shall hold the United States harmless from any liability with respect to activities carried out, on or after the date of the conveyance, on the real property conveyed. The United States shall remain responsible for any liability with respect to activities carried out, before such date, on the real property conveyed.

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