

**AMENDMENT TO COMMITTEE PRINT 119-33
OFFERED BY MR. BEGICH OF ALASKA**

SECTION [XXXX]. LAND CONVEYANCE, JOINT BASE ELMENDORF-RICHARDSON, ANCHORAGE, ALASKA.

(a) Conveyance Authorized. Within 180 days of this Act being signed into law—but only after the appraisal required by subsection (c)(1)(B) is completed—the Secretary of the Air Force shall— determine whether the Parcel is excess to the needs of Joint Base Elmendorf-Richardson; and on making a positive determination that the Parcel is in excess to the needs of Joint Base Elmendorf-Richardson, declare that the Parcel to be in excess to the needs of Joint Base Elmendorf-Richardson; and take such actions as are necessary to convey all U.S. government rights and interests in the property described in subsection (b) including improvements thereon, in accordance with the North Anchorage Land Agreement, pursuant to any agreement reached between the Municipality and Eklutna, Incorporated, within one year of the declaration under subparagraph (A); or other provisions of the North Anchorage Land Agreement. .

(b) Termination of Lease.—The authorities granted under the lease described in subsection (c) shall terminate upon any conveyance under subsection (a)(2).

(c) Description of Property.—The parcel to be conveyed under subsection (a) consists of approximately 50 acres of land located on Joint Base Elmendorf-Richardson in Anchorage, Alaska, described as United States Survey Number 8690, Lot 2 Section 22, T14N R2W, Seward Meridian that is located adjacent to the Anchorage Regional Landfill and is as of the date of the enactment of this Act, leased by the Municipality under the lease numbered USAF–PACAF–HJZH–18–2–0391.

(d) Terms and Conditions.—

(1) CONSIDERATION.—

(B) APPRAISAL.—The fair market value of the property to be conveyed under subsection (a) shall be determined pursuant to an appraisal to be carried out—

(i) by an independent appraiser selected by the Secretary; and

(ii) in accordance with—

(I) the Uniform Appraisal Standards for Federal Land Acquisitions; and

(II) the Uniform Standards of Professional Appraisal Practice.

(2) PAYMENT OF COSTS OF CONVEYANCE.—

(A) IN GENERAL.—The Secretary shall require the Municipality to cover costs to be incurred by the Secretary, or to reimburse the Secretary for such costs incurred by the Secretary, to carry out the conveyance under subsection (a), including such costs related to land survey, environmental documentation, real estate due diligence such as appraisals, and any other administrative costs related to the conveyance.

(B) REFUND.—If amounts are collected from the Municipality under paragraph (1)

in advance of the Secretary incurring the actual costs, and the amount collected exceeds the costs actually incurred by the Secretary to carry out the conveyance, the Secretary shall refund the excess amount to the Municipality.

(C) TREATMENT OF AMOUNTS RECEIVED AS REIMBURSEMENT OF COSTS INCURRED.—

(i) CREDIT TO ACCOUNT.—Amounts received under paragraph (1) to reimburse the Secretary for costs incurred by the Secretary to carry out the conveyance under subsection (a) shall be credited to the fund or account used to cover those costs or to an appropriate fund or account available to the Secretary for the purpose for which the costs were paid.

(ii) AVAILABILITY.—Amounts credited to a fund or account under clause (i) shall—

(I) merge with amounts in such fund or account; and

(II) be available to the Secretary for the same purpose and subject to the same conditions and limitations as the amounts in such fund or account.

(D) DEPOSIT OF AMOUNTS RECEIVED AS PAYMENT.—Amounts received as consideration for the conveyance under subsection (a) shall be deposited in the special account in the Treasury established under section 572(b)(5) of title 40, United States Code.

(3) PRE-CONVEYANCE ENTRY.—

(A) IN GENERAL.—The Secretary, under the terms described in subparagraph (B) and any additional terms and conditions the Secretary determines appropriate, may authorize the Municipality to enter the property to be conveyed under subsection (a) at no charge for pre-construction activities, such as site characterization under the National Environmental Policy Act and the Comprehensive Environmental Response, Compensation and Liability Act, before the property is conveyed under subsection (a).

(B) REQUIRED TERMS.—Any authorization granted under subparagraph (A) shall—

(i) be revocable at the discretion of the Secretary;

(ii) not be construed to convey any right, title, or interest in the property; and

(iii) require the Municipality to comply with installation access and safety requirements and such other requirements as the Secretary determines necessary to protect the interests of the United States.

(4) ADDITIONAL TERMS AND CONDITIONS.—The Secretary may require such additional terms and conditions in connection with the conveyance under subsection (a) as the Secretary considers appropriate to protect the interests of the United States.

(g) Limitation on Source of Funds.—The Municipality may not use Federal funds to cover any portion of the costs required to be paid by the Municipality under this section.

(h) Savings Provision.—Nothing in this section shall be construed to affect or limit the application of, or any obligation to comply with, any environmental law, including the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601 et seq.) and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.).

(i) Definitions.—In this section:

(1) MUNICIPALITY.—The term “Municipality” means the Municipality of Anchorage, Alaska.

(2) NORTH ANCHORAGE LAND AGREEMENT.—The term “North Anchorage Land Agreement” means the agreement entered into by the State of Alaska, the Municipality, and Eklutna, Incorporated, pursuant to section 1425 of the Alaska National Interest Lands Conservation Act (Public Law 96–487; 94 Stat. 2515) (including any amendments to that