

1 **Subtitle B—Other Matters**

2 **SEC. 711. CONVEYANCE OF CERTAIN PROPERTY OF THE**
3 **NATIONAL OCEANIC AND ATMOSPHERIC AD-**
4 **MINISTRATION IN JUNEAU, ALASKA.**

5 (a) DEFINITIONS.—In this section:

6 (1) CITY.—The term “City” means the City
7 and Borough of Juneau, Alaska.

8 (2) MASTER PLAN.—The term “Master Plan”
9 means the Juneau Small Cruise Ship Infrastructure
10 Master Plan released by the Docks and Harbors
11 Board and Port of Juneau for the City and dated
12 March 2021.

13 (3) PROPERTY.—The term “Property” means
14 the parcel of real property consisting of approxi-
15 mately 2.4 acres, including tidelands, owned by the
16 United States and under administrative custody and
17 control of the National Oceanic and Atmospheric
18 Administration and located at 250 Egan Drive, Ju-
19 neau, Alaska, including any improvements thereon
20 that are not authorized or required by another provi-
21 sion of law to be conveyed to a specific individual or
22 entity.

23 (4) SECRETARY.—The term “Secretary” means
24 the Secretary of Commerce, acting through the
25 Under Secretary of Commerce for Oceans and At-

1 mosphere and the Administrator of the National
2 Oceanic and Atmospheric Administration.

3 (b) CONVEYANCE AUTHORIZED.—

4 (1) IN GENERAL.—The Secretary may convey,
5 at fair market value, all right, title, and interest of
6 the United States in and to the Property, subject to
7 subsection (c) and the requirements of this section.

8 (2) TERMINATION OF AUTHORITY.—The au-
9 thority provided by paragraph (1) shall terminate on
10 the date that is 3 years after date of the enactment
11 of this Act.

12 (c) RIGHT OF FIRST REFUSAL.—The City shall have
13 the right of first refusal with respect to the purchase, at
14 fair market value, of the Property.

15 (d) SURVEY.—The exact acreage and legal descrip-
16 tion of the Property shall be determined by a survey satis-
17 factory to the Secretary.

18 (e) CONDITION; QUITCLAIM DEED.—If the Property
19 is conveyed under this section, the Property shall be con-
20 veyed—

21 (1) in an “as is, where is” condition; and

22 (2) via a quitclaim deed.

23 (f) FAIR MARKET VALUE.—

24 (1) IN GENERAL.—The fair market value of the
25 Property shall be—

- 1 (A) determined by an appraisal that—
2 (i) is conducted by an independent ap-
3 praiser selected by the Secretary; and
4 (ii) meets the requirements of para-
5 graph (2); and
6 (B) adjusted, at the Secretary's discretion,
7 based on the factors described in paragraph (3).

8 (2) APPRAISAL REQUIREMENTS.—An appraisal
9 conducted under paragraph (1)(A) shall be con-
10 ducted in accordance with nationally recognized ap-
11 praisal standards, including—

- 12 (A) the Uniform Appraisal Standards for
13 Federal Land Acquisitions; and
14 (B) the Uniform Standards of Professional
15 Appraisal Practice.

16 (3) FACTORS.—The factors described in this
17 paragraph are—

- 18 (A) matters of equity and fairness;
19 (B) actions taken by the City regarding
20 the Property, if the City exercises its right of
21 first refusal under subsection (c), including—
22 (i) comprehensive waterfront plan-
23 ning, site development, and other redevel-
24 opment activities supported by the City in

1 proximity to the Property in furtherance of
2 the Master Plan;

3 (ii) in-kind contributions made to fa-
4 cilitate and support use of the Property by
5 governmental agencies; and

6 (iii) any maintenance expenses, capital
7 improvement, or emergency expenditures
8 made necessary to ensure public safety and
9 access to and from the Property; and

10 (C) such other factors as the Secretary
11 considers appropriate.

12 (g) COSTS OF CONVEYANCE.—If the City exercises
13 its right of first refusal under subsection (c), all reason-
14 able and necessary costs, including real estate transaction
15 and environmental documentation costs, associated with
16 the conveyance of the Property to the City under this sec-
17 tion may be shared equitably by the Secretary and the
18 City, as determined by the Secretary, including with the
19 City providing in-kind contributions for any or all of such
20 costs.

21 (h) PROCEEDS.—Notwithstanding section 3302 of
22 title 31, United States Code, or any other provision of law,
23 any proceeds from a conveyance of the Property under this
24 section shall—

1 (1) be deposited in an account or accounts of
2 the National Oceanic and Atmospheric Administra-
3 tion that exists as of the date of the enactment of
4 this Act;

5 (2) used to cover costs associated with the con-
6 veyance, related relocation efforts, and other facility
7 and infrastructure projects in Alaska; and

8 (3) remain available until expended, without
9 further appropriation.

10 (i) MEMORANDUM OF AGREEMENT.—If the City ex-
11 ercises its right of first refusal under subsection (c), before
12 finalizing a conveyance to the City under this section, the
13 Secretary and the City shall enter into a memorandum
14 of agreement to establish the terms under which the Sec-
15 retary shall have future access to, and use of, the Property
16 to accommodate the reasonable expectations of the Sec-
17 retary for future operational and logistical needs in south-
18 east Alaska.

19 (j) RESERVATION OR EASEMENT FOR ACCESS AND
20 USE.—The conveyance authorized under this section shall
21 be subject to a reservation providing, or an easement
22 granting, the Secretary, at no cost to the United States,
23 a right to access and use the Property that—

24 (1) is compatible with the Master Plan; and

1 (2) authorizes future operational access and use
2 by other Federal, State, and local government agen-
3 cies that have customarily used the Property.

4 (k) LIABILITY.—

5 (1) AFTER CONVEYANCE.—An individual or en-
6 tity to which a conveyance is made under this sec-
7 tion shall hold the United States harmless from any
8 liability with respect to activities carried out on or
9 after the date and time of the conveyance of the
10 Property.

11 (2) BEFORE CONVEYANCE.—The United States
12 shall remain responsible for any liability the United
13 States incurred with respect to activities the United
14 States carried out on the Property before the date
15 and time of the conveyance of the Property.

16 (l) ADDITIONAL TERMS AND CONDITIONS.—The Sec-
17 retary may require such additional terms and conditions
18 in connection with a conveyance under this section as the
19 Secretary considers appropriate and reasonable to protect
20 the interests of the United States.

21 (m) ENVIRONMENTAL COMPLIANCE.—Nothing in
22 this section may be construed to affect or limit the applica-
23 tion of or obligation to comply with any applicable environ-
24 mental law, including—

1 (1) the National Environmental Policy Act of
2 1969 (42 U.S.C. 4321 et seq.); or

3 (2) section 120(h) of the Comprehensive Envi-
4 ronmental Response, Compensation, and Liability
5 Act of 1980 (42 U.S.C. 9620(h)).

6 (n) CONVEYANCE NOT A MAJOR FEDERAL AC-
7 TION.—A conveyance under this section shall not be con-
8 sidered a major Federal action for purposes of section
9 102(2) of the National Environmental Policy Act of 1969
10 (42 U.S.C. 4332(2)).

11 **TITLE VIII—TECHNICAL, CON-**
12 **FORMING, AND CLARIFYING**
13 **AMENDMENTS**

14 **SEC. 801. TECHNICAL CORRECTION.**

15 Section 319(b) of title 14, United States Code, is
16 amended by striking “section 331 of the FAA Moderniza-
17 tion and Reform Act of 2012 (49 U.S.C. 40101 note)”
18 and inserting “section 44801 of title 49”.

19 **SEC. 802. REINSTATEMENT.**

20 (a) REINSTATEMENT.—The text of section 12(a) of
21 the Act of June 21, 1940 (33 U.S.C. 522(a)), popularly
22 known as the Truman-Hobbs Act, is—

23 (1) reinstated as it appeared on the day before
24 the date of the enactment of section 8507(b) of the
25 William M. (Mac) Thornberry National Defense Au-