

110TH CONGRESS  
2D SESSION

**S.** \_\_\_\_\_

To authorize the Administrator of General Services to convey a parcel of real property in the District of Columbia.

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IN THE SENATE OF THE UNITED STATES

Ms. COLLINS (for herself, Mrs. LINCOLN, Ms. SNOWE, Ms. CANTWELL, Mrs. DOLE, Mrs. CLINTON, Mr. VOINOVICH, Ms. LANDRIEU, Mr. PRYOR, Mrs. MCCASKILL, Mr. OBAMA, and Mrs. BOXER) introduced the following bill; which was read twice and referred to the Committee on

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**A BILL**

To authorize the Administrator of General Services to convey a parcel of real property in the District of Columbia.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “General Services Ad-  
5 ministration Portfolio Enhancement Act of 2008”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act, the following definitions apply:

1           (1) ADMINISTRATOR.—The term “Adminis-  
2           trator” means the Administrator of General Serv-  
3           ices.

4           (2) CERCLA.—The term “CERCLA” means  
5           the Comprehensive Environmental Response, Com-  
6           pensation, and Liability Act of 1980 (42 U.S.C.  
7           9601 et seq.).

8           (3) COMMITTEES.—The term “Committees”  
9           means the Committee on Transportation and Infra-  
10          structure of the House of Representatives and the  
11          Committee on Environment and Public Works of the  
12          Senate.

13          (4) MUSEUM.—The term “Museum” means the  
14          National Women’s History Museum, Inc., a District  
15          of Columbia nonprofit corporation exempt from tax-  
16          ation pursuant to section 501(c)(3) of the Internal  
17          Revenue Code of 1986.

18          (5) NORTHERN PORTION OF THE PROPERTY.—  
19          The term “northern portion of the property” means  
20          that portion of the property which the Administrator  
21          and the Museum deem appropriate for the museum  
22          facility.

23          (6) PROPERTY.—The term “property” means  
24          the property located in the District of Columbia,  
25          subject to survey and as determined by the Adminis-

1 trator, generally consisting of Squares 325 and 326,  
2 and the westerly portions of Squares 351 and 352,  
3 including the parcel and structure commonly known  
4 as the “Cotton Annex”. The property is generally  
5 bounded by 12th Street, Independence Avenue,  
6 Maryland Avenue, the James Forrestal Building,  
7 and L’Enfant Plaza, all in Southwest Washington,  
8 District of Columbia, and shall include all associated  
9 air rights, improvements thereon, and appurtenances  
10 thereto.

11 (7) SOUTHERN PORTION OF THE PROPERTY.—

12 The term “southern portion of the property” means  
13 that portion of the property other than the northern  
14 portion of the property.

15 **SEC. 3. CONVEYANCE OF PROPERTY.**

16 (a) AUTHORITY TO CONVEY.—

17 (1) IN GENERAL.—Subject to the requirements  
18 of this Act, the Administrator shall convey the  
19 northern portion of the property to the Museum,  
20 and shall have the authority to convey the southern  
21 portion of the property to the Museum, in each case  
22 on such terms and conditions as the Administrator  
23 considers reasonable and appropriate to protect the  
24 interests of the United States and further the pur-  
25 poses of this Act.

1           (2) AGREEMENT.—As soon as practicable, but  
2 not later than 90 days after the date of enactment  
3 of this Act, the Administrator shall enter into an  
4 agreement with the Museum for the conveyance.

5           (3) TERMS AND CONDITIONS.—The terms and  
6 conditions of the agreement shall address, among  
7 other things, mitigation of developmental impacts to  
8 existing Federal buildings and structures, security  
9 concerns, and operational protocols for development  
10 and use of the property.

11           (4) SEPARATE CONVEYANCE OF NORTHERN  
12 AND SOUTHERN PORTIONS.—Under the agreement,  
13 the Administrator may convey the northern portion  
14 of the property separately from and, if so agreed by  
15 the Administrator and the Museum, at a different  
16 time than the southern portion of the property (if  
17 such southern portion is conveyed).

18           (b) PURCHASE PRICE.—

19           (1) IN GENERAL.—The purchase price for the  
20 property shall be its fair market value based on its  
21 highest and best use as determined by an inde-  
22 pendent appraisal commissioned by the Adminis-  
23 trator and paid for by the Museum.

1           (2) SELECTION OF APPRAISER.—The appraisal  
2 shall be performed by an appraiser mutually accept-  
3 able to the Administrator and the Museum.

4           (3) TERMS AND CONDITIONS FOR APPRAISAL.—

5           (A) IN GENERAL.—Except as provided by  
6 subparagraph (B), the assumptions, scope of  
7 work, and other terms and conditions related to  
8 the appraisal assignment shall be mutually ac-  
9 ceptable to the Administrator and the Museum.

10           (B) REQUIRED TERMS.—The following  
11 terms and conditions shall apply to the ap-  
12 praisal:

13           (i) The appraisal shall assume that  
14 the property does not contain hazardous  
15 substances (as defined in section 101 of  
16 CERCLA (42 U.S.C. 9601)) which require  
17 response action (as defined in such sec-  
18 tion).

19           (ii) The appraisal shall state a value  
20 for the property as a whole as well as sepa-  
21 rate values for the northern portion and  
22 southern portion of the property, taking  
23 into consideration the impact to value (if  
24 any) resulting from a conveyance of less  
25 than the entirety of the property.

1           (c) APPLICATION OF PROCEEDS.—The purchase  
2 price shall be paid into the Federal Buildings Fund estab-  
3 lished under section 592 of title 40, United States Code.  
4 Upon deposit, the Administrator may expend, in amounts  
5 specified in appropriations Acts, the proceeds from the  
6 conveyance for any lawful purpose consistent with existing  
7 authorities granted to the Administrator; except that the  
8 Administrator shall provide the Committees with 30 days  
9 advance written notice of any expenditure of the proceeds.

10           (d) QUIT CLAIM DEED.—The property shall be con-  
11 veyed (in the case of the southern portion of the property,  
12 if at all) pursuant to one or more quit claim deeds (one  
13 for the northern portion of the property and one for the  
14 southern portion of the property).

15           (e) USE RESTRICTIONS.—

16           (1) NORTHERN PORTION.—The northern por-  
17 tion of the property shall be dedicated for use as a  
18 site for a national women’s history museum for the  
19 99-year period beginning on date of conveyance of  
20 that portion to the Museum.

21           (2) SOUTHERN PORTION.—The southern por-  
22 tion of the property may be used for any purposes  
23 permitted by applicable laws and regulations.

24           (f) REVERSION.—

1           (1) BASES FOR REVERSION.—The northern por-  
2           tion of the property shall revert to the United  
3           States, at the option of the United States, without  
4           any obligation for repayment by the United States  
5           of any amount of the purchase price for the prop-  
6           erty, if—

7                   (A) that portion is not used as a site for  
8                   a national women’s history museum at any time  
9                   during the 99-year period referred to in sub-  
10                  section (e); or

11                   (B) the Museum has not commenced con-  
12                   struction of a museum facility on that portion  
13                   in the 5-year period beginning on the date of  
14                   enactment of this Act, other than for reasons  
15                   beyond the control of the Museum as reason-  
16                   ably determined by the Administrator.

17           (2) ENFORCEMENT.—The Administrator may  
18           perform any acts necessary to enforce the rever-  
19           sionary rights provided in this section.

20           (3) CUSTODY OF PROPERTY UPON REVER-  
21           SION.—If any portion of the property reverts to the  
22           United States pursuant to this section, such prop-  
23           erty shall be under the custody and control of the  
24           Administrator.

25           (g) CLOSING.—

1           (1) DEADLINE.—Any conveyance pursuant to  
2 this Act shall occur not later than 3 years after the  
3 date of enactment of this Act. The Administrator  
4 may extend that period for such time as is reason-  
5 ably necessary for the Museum to perform its obliga-  
6 tions under section 4(a).

7           (2) APPLICABILITY OF REQUIREMENTS.—The  
8 requirements of this Act shall remain in full force  
9 and effect with respect to any portion of the prop-  
10 erty conveyed before the deadline established by  
11 paragraph (1) or any extension.

12 **SEC. 4. ENVIRONMENTAL MATTERS.**

13           (a) AUTHORIZATION TO CONTRACT FOR ENVIRON-  
14 MENTAL RESPONSE ACTIONS.—The Administrator is au-  
15 thorized to contract, in an amount not to exceed the pur-  
16 chase price for the property, in the absence of appropria-  
17 tions and otherwise without regard to section 1341 of title  
18 31, United States Code, with the Museum or an affiliate  
19 thereof for the performance (on behalf of the Adminis-  
20 trator) of response actions (if any) required on the prop-  
21 erty pursuant to CERCLA. Any officer or employee of the  
22 United States may contract for payment of costs or ex-  
23 penses related to any properties that are conveyed (or to  
24 be conveyed) under this Act.

1           (b) CREDITING OF RESPONSE COSTS.—Any costs in-  
2           curred by the Museum or an affiliate thereof pursuant to  
3           subsection (a) shall be credited to the purchase price for  
4           the property.

5           (c) RELATIONSHIP TO CERCLA.—Nothing in this  
6           Act may be construed to affect or limit the application  
7           of or obligation to comply with any environmental law, in-  
8           cluding section 120(b) of CERCLA (42 U.S.C. 9620(b)).

9           **SEC. 5. INCIDENTAL COSTS.**

10          (a) RESPONSIBILITIES.—Subject to section 4, the  
11          Museum shall bear any and all costs associated with com-  
12          plying with the provisions of this Act, including studies  
13          and reports, surveys, relocating tenants, and mitigating  
14          impacts to existing Federal buildings and structures re-  
15          sulting directly from the development of the property by  
16          the Museum.

17          (b) RELOCATION OF EXISTING TENANTS.—The costs  
18          of relocating existing tenants (including the costs of re-  
19          lated studies) shall be paid by the Museum up to an  
20          amount to be agreed upon by the Administrator and the  
21          Museum in the agreement entered into under section  
22          3(a)(2), and any costs in excess of such agreed upon  
23          amount shall be credited to the purchase price for the  
24          property upon the closing on the portion of the property  
25          first conveyed.

1 **SEC. 6. LAND USE APPROVALS.**

2 (a) **EXISTING AUTHORITIES.**—Nothing in this Act  
3 shall be construed as limiting or affecting the authority  
4 or responsibilities of the National Capital Planning Com-  
5 mission or the Commission of Fine Arts.

6 (b) **COOPERATION.**—

7 (1) **ZONING AND LAND USE.**—Subject to para-  
8 graph (2), the Administrator shall reasonably co-  
9 operate with the Museum with respect to any zoning  
10 or other land use matter relating to development of  
11 the property in accordance with this Act. Such co-  
12 operation shall include consenting to applications by  
13 the Museum for applicable zoning and permitting  
14 with respect to the property.

15 (2) **LIMITATIONS.**—The Administrator shall not  
16 be required to incur any costs with respect to co-  
17 operation under this subsection and any consent pro-  
18 vided under this subsection shall be premised on the  
19 property being developed and operated in accordance  
20 with this Act.

21 **SEC. 7. REPORTS.**

22 Not later than one year after the date of enactment  
23 of this Act, and annually thereafter until the end of the  
24 5-year period following conveyance of the northern portion  
25 of the property or until substantial completion of the mu-  
26 seum facility (whichever is later), the Museum shall sub-

1 mit annual reports to the Administrator and the Commit-  
2 tees detailing the development and construction activities  
3 of the Museum with respect to this Act.