

110TH CONGRESS
1ST SESSION

S. 1861

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

IN THE SENATE OF THE UNITED STATES

JULY 24, 2007

Mr. ISAKSON introduced the following bill; which was read twice and referred to the Committee on Environment and Public Works

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 2007”.

6 **SEC. 2. DEFINITIONS.**

7 In this Act, the following definitions apply:

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

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

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

10 (4) MUSEUM.—The term “Museum” means the
11 National Health Museum, Inc., a District of Colum-
12 bia nonprofit corporation exempt from taxation pur-
13 suant to section 501(c)(3) of the Internal Revenue
14 Code of 1986.

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

20 (6) PROPERTY.—The term “property” means
21 the property located in the District of Columbia,
22 subject to survey and as determined by the Adminis-
23 trator, generally consisting of Squares 325 and 326,
24 and the westerly portions of Squares 351 and 352,
25 including the parcel and structure commonly known

1 as the “Cotton Annex”. The property is generally
2 bounded by 12th Street, Independence Avenue,
3 Maryland Avenue, the James Forrestal Building,
4 and L’Enfant Plaza, all in Southwest Washington,
5 District of Columbia, and shall include all associated
6 air rights, improvements thereon, and appurtenances
7 thereto.

8 (7) SOUTHERN PORTION OF THE PROPERTY.—
9 The term “southern portion of the property” means
10 that portion of the property other than the northern
11 portion of the property.

12 **SEC. 3. CONVEYANCE OF PROPERTY.**

13 (a) AUTHORITY TO CONVEY.—

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

23 (2) AGREEMENT.—As soon as practicable, but
24 not later than 90 days after the date of enactment

1 of this Act, the Administrator shall enter into an
2 agreement with the Museum for the conveyance.

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

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

16 (b) PURCHASE PRICE.—

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

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

25 (3) TERMS AND CONDITIONS FOR APPRAISAL.—

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

6 (B) REQUIRED TERMS.—The following
7 terms and conditions shall apply to the ap-
8 praisal:

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

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

22 (c) APPLICATION OF PROCEEDS.—The purchase
23 price shall be paid into the Federal Buildings Fund estab-
24 lished under section 592 of title 40, United States Code.
25 Upon deposit, the Administrator may expend the proceeds

1 from the conveyance for any lawful purpose consistent
2 with existing authorities granted to the Administrator; ex-
3 cept that the Administrator shall provide the Committees
4 with 30 days advance written notice of any expenditure
5 of the proceeds.

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

11 (e) USE RESTRICTIONS.—

12 (1) NORTHERN PORTION.—The northern por-
13 tion of the property shall be dedicated for use as a
14 site for a national health museum for the 99-year
15 period beginning on date of conveyance of that por-
16 tion to the Museum.

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

20 (f) REVERSION.—

21 (1) BASES FOR REVERSION.—The northern por-
22 tion of the property shall revert to the United
23 States, at the option of the United States, without
24 any obligation for repayment by the United States

1 of any amount of the purchase price for the prop-
2 erty, if—

3 (A) that portion is not used as a site for
4 a national health museum at any time during
5 the 99-year period referred to in subsection (e);
6 or

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

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

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

21 (g) CLOSING.—

22 (1) DEADLINE.—Any conveyance pursuant to
23 this Act shall occur not later than 3 years after the
24 date of enactment of this Act. The Administrator
25 may extend that period for such time as is reason-

1 ably necessary for the Museum to perform its obliga-
2 tions under section 4(a).

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

8 **SEC. 4. ENVIRONMENTAL MATTERS.**

9 (a) AUTHORIZATION TO CONTRACT FOR ENVIRON-
10 MENTAL RESPONSE ACTIONS.—The Administrator is au-
11 thorized to contract, in the absence of appropriations and
12 otherwise without regard to section 1341 of title 31,
13 United States Code, with the Museum or an affiliate
14 thereof for the performance (on behalf of the Adminis-
15 trator) of response actions (if any) required on the prop-
16 erty pursuant to CERCLA. Any officer or employee of the
17 United States may contract for payment of costs or ex-
18 penses related to any properties that are conveyed (or to
19 be conveyed) under this Act.

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

24 (c) RELATIONSHIP TO CERCLA.—Nothing in this
25 Act may be construed to affect or limit the application

1 of or obligation to comply with any environmental law, in-
2 cluding section 120(b) of CERCLA (42 U.S.C. 9620(b)).

3 **SEC. 5. INCIDENTAL COSTS.**

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

11 (b) **RELOCATION OF EXISTING TENANTS.**—The costs
12 of relocating existing tenants (including the costs of re-
13 lated studies), shall be paid by the Museum up to an
14 amount to be agreed upon by the Administrator and the
15 Museum in the agreement entered into under section
16 3(a)(2), and any costs in excess of such agreed upon
17 amount shall be credited to the purchase price for the
18 property upon the closing on the portion of the property
19 first conveyed.

20 **SEC. 6. LAND USE APPROVALS.**

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

25 (b) **COOPERATION.**—

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

9 (2) LIMITATIONS.—The Administrator shall not
10 be required to incur any costs with respect to co-
11 operation under this subsection and any consent pro-
12 vided under this subsection shall be premised on the
13 property being developed and operated in accordance
14 with this Act.

15 **SEC. 7. REPORTS.**

16 Not later than one year after the date of enactment
17 of this Act, and annually thereafter until the end of the
18 5-year period following conveyance of the northern portion
19 of the property or until substantial completion of the mu-
20 seum facility (whichever is later), the Museum shall sub-
21 mit annual reports to the Administrator and the Commit-
22 tees detailing the development and construction activities
23 of the Museum with respect to this Act.

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