



# governmentattic.org

*"Rummaging in the government's attic"*

Description of document: Communications between the General Services Administration (GSA) and Washington Metropolitan Area Transit Authority (WMATA) regarding property near Greenbelt Metro Station for a new Federal Bureau of Investigation (FBI) Headquarters 2022

Requested date: 24-September-2022

Release date: 08-February-2023

Posted date: 08-April-2024

Source of document: FOIA Request  
U.S. General Services Administration  
FOIA Requester Service Center (LG)  
1800 F Street, NW, 7308  
Washington, DC 20405-0001  
Fax: 202-501-2727  
[FOIA Public Access Portal](#)  
[FOIA.gov](#)

The governmentattic.org web site ("the site") is a First Amendment free speech web site and is noncommercial and free to the public. The site and materials made available on the site, such as this file, are for reference only. The governmentattic.org web site and its principals have made every effort to make this information as complete and as accurate as possible, however, there may be mistakes and omissions, both typographical and in content. The governmentattic.org web site and its principals shall have neither liability nor responsibility to any person or entity with respect to any loss or damage caused, or alleged to have been caused, directly or indirectly, by the information provided on the governmentattic.org web site or in this file. The public records published on the site were obtained from government agencies using proper legal channels. Each document is identified as to the source. Any concerns about the contents of the site should be directed to the agency originating the document in question. GovernmentAttic.org is not responsible for the contents of documents published on the website.



February 8, 2023

This letter is in response to your U.S. General Services Administration (GSA) Freedom of Information Act (FOIA) request number GSA-2022-001657, submitted September 24, 2022, in which you requested: “[a] copy of all communications (letters and emails and attachments/enclosures to emails) between WMATA and GSA regarding the availability of WMATA property near Greenbelt Metrorail Station for use for a new FBI Headquarters. Please limit this request to during Calendar Year 2022.”

Enclosed please find a responsive document your request.

In processing your request, GSA withheld confidential and/or proprietary financial information pursuant to the FOIA, 5 U.S.C. § 552(b)(4). The fourth statutory exemption permits an Agency to withhold “matters that are trade secrets and commercial or financial information obtained from a person, [that is] privileged or confidential.”

In addition, GSA has also withheld certain records pursuant to the FOIA, 5 U.S.C. § 552(b)(5), which permits an agency to withhold intra-agency and inter-agency correspondence which reflects the Agency’s predecisional, deliberative process including draft documents or those in which agency employees make recommendations or express opinions. 5 U.S.C. 552(b)(5).

Additionally, we withheld names, original signatures and email addresses of private citizens pursuant to the sixth statutory exemption under FOIA (5 U.S.C. § 552(b)(6)), which permits an agency to withhold certain information when the disclosure of such information “would constitute a clearly unwarranted invasion of personal privacy.”

During our review of responsive records, GSA considered the Foreseeable Harm Standard which was codified by the FOIA Improvement Act of 2016.

As we have redacted information referenced in the above paragraphs with the aforementioned FOIA exemptions, this technically constitutes a partial denial of your FOIA request. You have the right to appeal the denial of the information being withheld. You may submit an appeal online at the following link (<https://www.foiaonline.gov/foiaonline/action/public/home>) or in writing to the following address:

U.S. General Services Administration  
FOIA Requester Service Center (LG)  
1800 F Street, NW

U.S. General Services Administration  
1800 F. Street, Northwest  
Washington, DC 20405  
Telephone: (877) 675-FOIA  
Fax: (202) 501-2727

Washington, DC 20405

Your appeal must be postmarked or electronically transmitted within 90 days of the date of the response to your request. In addition, your appeal must contain a brief statement of the reasons why the requested information should be released. Please enclose a copy of your initial request and this denial. Both the appeal letter and envelope or online appeal submission should be prominently marked, "Freedom of Information Act Appeal."

This completes our action on this FOIA request. Should you have any questions, please contact the GSA FOIA Office by email at [gsa.foia@gsa.gov](mailto:gsa.foia@gsa.gov). You may also contact the GSA FOIA Public Liaison, David Eby at (202) 213-2745 or by email at [david.eby@gsa.gov](mailto:david.eby@gsa.gov) for additional assistance and to discuss any aspect of your FOIA request

Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, email at [ogis@nara.gov](mailto:ogis@nara.gov); telephone at (202) 741-5770; toll free at (877) 684-6448; or facsimile at (202) 741-5769.

Sincerely,

*Theresa Ottery*

FOIA Program Manager  
Office of the General Counsel  
General Services Administration

Enclosure



September 16, 2022

**Via Email**

Aaron D. Hassinger, Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20407

Subject: Greenbelt Station Parcel for FBI Headquarters

Dear Mr. Hassinger:

Thank you for your letter dated August 26, 2022 requesting additional information about the property at the Greenbelt Metrorail Station previously considered by the GSA for the FBI Headquarters (Site). The Washington Metropolitan Area Transit Authority (WMATA) is pleased to respond to your request for information, including the acquisition price and actions and approvals required to convey the Site to GSA.

WMATA owns 88.7 acres of land at the Greenbelt Metro Station (Property), which is one of the largest undeveloped sites in the region located adjacent to two Metrorail lines (Green and Yellow) and regional commuter rail (MARC) with direct connections to I-495. The Property is also one station away from the future Purple Line that will provide direct connections to New Carrollton, College Park, Silver Spring and Bethesda and surrounding neighborhoods. Construction also will begin this year on bike trail extensions that will connect Greenbelt Station to the 6.2-mile Indian Creek trail and the 20-mile Anacostia River trail.

WMATA's recently released Joint Development Strategic Plan prioritizes the development of the Greenbelt Station. Selection of the Site for the new FBI headquarters would jumpstart public and private investments providing GSA with a nearly 40-acre, secure campus surrounded by a wetland buffer of at least 500 feet on two sides, unique multi-modal access and the services and amenities of approximately 1.3 million square feet of adjacent private development.

Depending on GSA's preferences and schedule requirements, WMATA has options to convey the Site in an expedited manner, which are further described in the response below.

**Washington  
Metropolitan Area  
Transit Authority**

300 7th Street, SW  
Washington, DC 20024  
202-962-1234

[wmata.com](http://wmata.com)

*A District of Columbia,  
Maryland and Virginia  
Transit Partnership*

1. **Price.** GSA requested the asking price to purchase the 39.7-acre Site previously considered by GSA. WMATA will require fair market value for the Site, as confirmed by an appraisal meeting Federal Transit Administration (FTA) requirements. WMATA procured an appraisal in the summer of 2022, that concluded the fair market value to be (b) (4). WMATA would accept this price as a minimum value, subject to FTA review of the transaction, until March 15, 2023. An updated appraisal would be required if the closing extended beyond this date, which would reset the minimum value.

Please note that the appraisal assumed the provision of public streets and utilities adjacent to the Site. We understand that the funding commitments for these improvements – and the transit improvements discussed below – may be addressed by Prince George’s County and the State of Maryland in their response to GSA. WMATA is making no funding contribution to these improvements.

2. **Actions Required Prior To a Sale.** In the letter, GSA requested that “as part of your submission, please indicate what, if any, actions you would need to take before being able to convey the Site to GSA.” WMATA has outlined below the core actions and approvals needed to convey the Site. Upon site selection confirmation by GSA, this process may be expedited as described in Section 3 of this letter.

- A. **Site Conveyance.** Many of the actions described below may be undertaken concurrently. WMATA can provide a more detailed closing schedule, once we learn more about GSA’s site selection timeline.

- i. **WMATA Board Disposition Approvals.** Obtain approval from the WMATA Board of Directors (Board) to 1) negotiate a joint development agreement with GSA and 2) execute the negotiated transaction documents necessary to convey the Site. WMATA intends to seek Board approval to negotiate with GSA at the September 22<sup>nd</sup> Board meeting. WMATA would seek Board approval to execute the transaction within 30 to 60 days of substantially completing negotiations.
- ii. **Purchase and Sale Agreement.** Negotiate and execute a purchase and sale agreement with GSA. This will include a condition that prior to or at closing, covenants on the property shall be recorded to satisfy FTA Joint Development requirements, primarily that there be no interference with transit operations.
- iii. **FTA Concurrence.** Receive FTA concurrence of the transaction in accordance with the FTA’s “Guidance on Joint Development” (FTA Circular C 7050.1B) after completing negotiations of the transaction documents. Based on WMATA’s past experience, FTA review could be completed in 30 to 60 days.
- iv. **Compact Public Hearing.** The WMATA Compact requires a public hearing to get feedback on proposed changes to WMATA’s transit facilities at Greenbelt including (i) consolidation of the commuter surface parking and bus facilities into a single structure directly adjacent to the station entrance and (ii)

reduction in commuter parking capacity. These changes will minimize the footprint of the transit facilities, reduce costs and improve feasibility of future transit-oriented development. See Attachment 1 for further information. Within four months of site selection by GSA, WMATA would hold the public hearing and seek Board approval of the public hearing staff report and amendment of the mass transit plan.

**B. Infrastructure** (After WMATA Compact Public Hearing)

- i. Execute specific Project Construction Agreements with Prince George's County and/or the State of Maryland, providing for the full funding necessary to complete the planning, design, and construction of WMATA transit infrastructure and DEIS improvements on the Property.
- ii. Approve a Development Plan for Property infrastructure, Property Maintenance of Traffic Plan (MOT) and access points to the Property, to ensure no adverse impacts on WMATA's transit operations.
- iii. Complete Mandatory Referral Review (advisory only, not regulatory) for transit facilities and all sitewide infrastructure and highway improvements.
- iv. Secure Federal and State environmental approvals for road sections impacting the floodplain, wetlands, or stormwater facilities.
- v. Construct and accept all WMATA-required transit facilities and station access. If this duration does not meet GSA's desired timeline, WMATA could accelerate the property sale closing as described in Section 3 below.

**3. Transaction Alternatives.** WMATA expects the terms and conditions of a transaction would be further defined during negotiations of the purchase option or other conveyance agreement. WMATA is open to exploring various strategies and transaction structures that best meet GSA's project goals and timeline. WMATA typically conveys land after construction and acceptance of transit facilities or other sitewide infrastructure required for station access. However, if GSA prefers to acquire the land prior to infrastructure completion, WMATA would be able to convey the property more expediently upon receipt of the site conveyance approvals noted above, conditioned on one or more of the following:

- i. Retaining a short-term leaseback or easement to continue operating the surface parking until GSA is ready to begin construction
- ii. Approval to temporarily reduce on-site commuter parking
- iii. Identification of interim off-site parking with shuttle access
- iv. Other approved strategies that address interim transit parking and access.

4. **Joint Development.** WMATA is a nationally recognized leader of joint development, a unique type of transit-oriented development that describes development of public transit facilities and private uses on transit-owned property. Since 1975, WMATA has completed 55 joint development projects totaling 17 million square feet at more than 30 of WMATA's 91 stations. Greenbelt is identified as a near term development priority in WMATA's recently released 10-year Strategic Plan for Joint Development. Selection of the Site for the FBI would accelerate private development of approximately 1.3 million square feet of mixed-use development on 14 acres adjacent to the Site, including amenities and services that would benefit FBI employees, visitors and Prince George's County residents.

We welcome the opportunity to engage further with GSA on this project, and to explore how we can best tailor our transaction to meet the FBI's needs and achieve federal sustainability goals and policies. Please feel free to contact us for additional information or clarification about the Greenbelt Metro Station site.

Sincerely,

**(b) (6)**

Vice President of Real Estate and Parking

CC:

Randy Clarke, General Manager/CEO, WMATA

Patty Lee, General Counsel, WMATA

**ATTACHMENT**

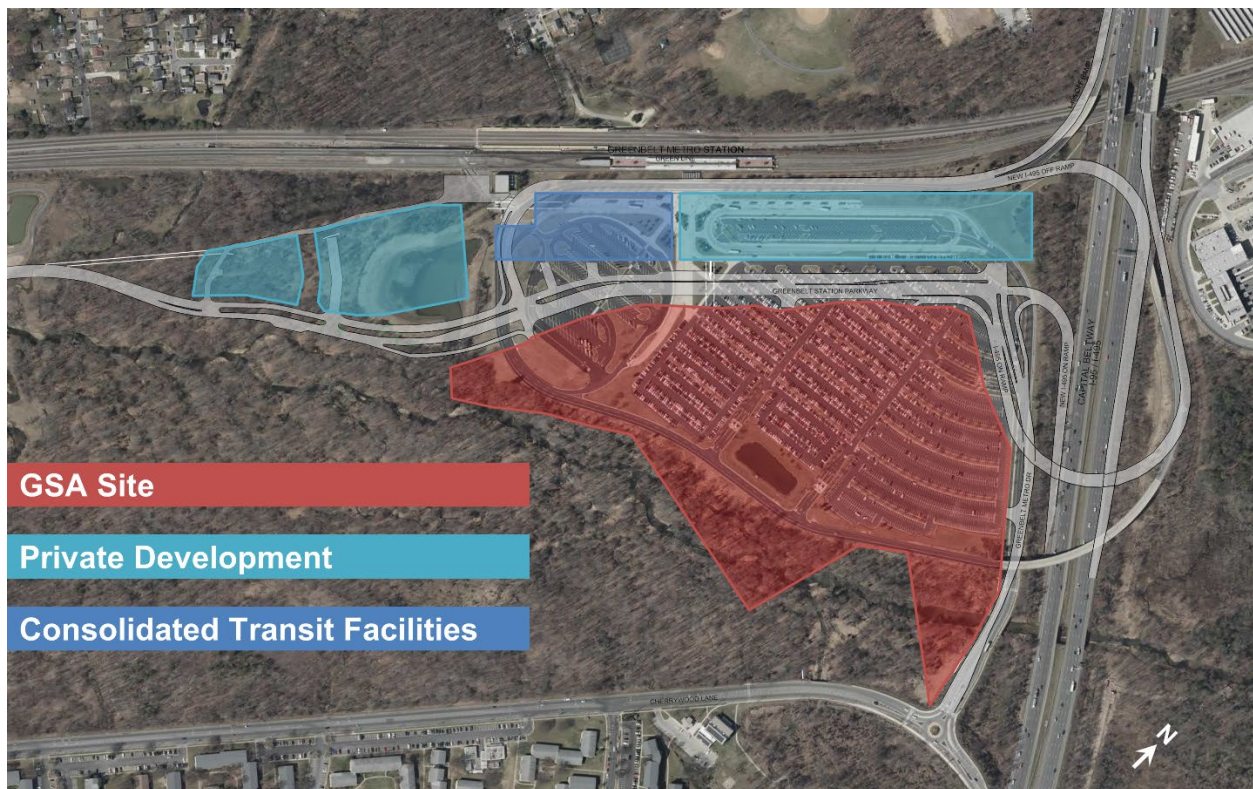
## ATTACHMENT 1

### Greenbelt Consolidated Parking Garage & Bus Loop Concept

WMATA has identified opportunities to improve the layout and configuration of the transit facilities that enhance the feasibility of private development at Greenbelt Metro Station without impacting the Site under consideration by GSA. The changes illustrated in Exhibit 1 include consolidating the transit facilities into a smaller footprint by constructing the Park & Ride garage over the bus loop and relocating it to the previously proposed Kiss & Ride site. This is an approach WMATA is pursuing currently at the New Carrollton Metro Station (see Exhibits 2 and 3).

The proposed curbside Kiss & Ride would have significantly reduced capacity that aligns with current demand and usage patterns. Retail space could be incorporated on the ground-floor of the transit facility activating the station entrance and providing amenities for commuters and FBI employees. The consolidation of the transit facilities will improve the feasibility and delivery schedule of the private development by no longer requiring construction on a podium over the bus loop and Kiss & Ride.

#### Exhibit 1. Greenbelt Concept Site Plan – Consolidated Parking Garage & Bus Loop





**Exhibit 2. New Carrollton Metro Station – Consolidated Parking Garage/Bus Loop & Transit Plaza Exterior Rendering**



**Exhibit 3. New Carrollton Metro Station – Consolidated Parking Garage/Bus Loop Interior Rendering**





October 7, 2022

**Via Email**

Aaron D. Hassinger, Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20407

Subject: Greenbelt Station Parcel for FBI Headquarters

Dear Mr. Hassinger:

Thank you for your letter dated September 28, 2002 (Letter), regarding the Greenbelt Metrorail Station site under consideration for the FBI headquarters. The Washington Metropolitan Area Transit Authority (WMATA) stands ready to be a reliable partner to implement transit-oriented development at the Greenbelt Station anchored by a new FBI headquarter campus. Since our previous letter, the WMATA Board of Directors has authorized staff to negotiate with GSA directly on the fee simple sale of the site and to hold a Compact Public Hearing on changes to transit facilities, should the site be selected.

In response to your Letter, we are pleased to provide additional information regarding the potential acquisition of the Greenbelt site.

1. **Covenants** – WMATA proposes to sell land to GSA under the Federal Transit Administration's (FTA) Joint Development program, which facilitates public and private development on transit-owned property that increases ridership, supports economic development and generates revenue for transit agencies. There are no standard covenants that must be applied to WMATA joint developments. Instead, WMATA drafts covenants to address FTA requirements as well as the needs of purchasers and the unique conditions of the project.

In joint development sales, FTA requires WMATA to protect the federal interest in the property, which is typically achieved through covenants (1) ensuring WMATA's ability to operate its transit facilities and/or (2) requiring transit-oriented development ("TOD") of the site. After reviewing the *Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions*, WMATA has identified no conflict with or impediment to GSA's proposed use of the property posed by these requirements. Because the site to be acquired by GSA will

**Washington  
Metropolitan Area  
Transit Authority**

300 7th Street, SW  
Washington, DC 20024  
202-962-1234

[wmata.com](http://wmata.com)

*A District of Columbia,  
Maryland and Virginia  
Transit Partnership*

not include or even be immediately adjacent to any Metro transit facilities, we do not anticipate that the first provision will be relevant in this case. The covenant language could acknowledge that office development – including the proposed FBI headquarters - satisfies FTA’s TOD requirements. To further clarify that the covenant will not interfere with the FBI’s intended use, the covenant could explicitly allow for the construction and unrestricted operation of the FBI headquarters on the property.

In FTA’s Joint Development Guidance, it states that FTA’s requirements “should not be a deterrent to the pursuit of joint development. It is FTA’s policy to give project sponsors maximum flexibility within the law to enter arrangements with the private sector and others that are suitable to the joint development and the parties involved.” WMATA has worked successfully with public, private and non-profit partners to develop 17 million square feet through joint development. Moreover, for the Greenbelt site, we anticipate that the covenants could be tailored to recognize the unique conditions that result from the federal government’s ownership of the site.

2. **Conveyance** – As expressed in our September 16, 2022 letter, WMATA intends to convey the property fee simple via a purchase and sale agreement. There was also a reference in the letter to a joint development agreement. However, to clarify, this was intended to communicate that it would be a sale conducted under the Joint Development program authority. The agreement itself would be a purchase and sale agreement related to the transfer of the property; it would not include any requirements that WMATA approve plans for the FBI headquarters project on the site.

Thank for the opportunity to clarify and elaborate on our previous letter. We welcome further opportunities to engage with GSA on this project, to explore how we can best tailor our transaction to meet the FBI’s needs. Please feel free to contact us if you have additional questions about the Greenbelt Metro Station site.

Sincerely,

(b) (6)

Vice President of Real Estate and Parking

CC:

Patty Lee, General Counsel, WMATA



May 24, 2022

Mr. Aaron Hassinger, Project Executive  
United States General Services Administration  
Sent via email: [aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov)

Dear Mr. Hassinger,

Thank you for your letter of May 2<sup>nd</sup>, regarding the Washington Metropolitan Area Transit Authority's (WMATA) Greenbelt property previously considered for the Federal Bureau of Investigation (FBI) Headquarters relocation program. In your letter, you requested information to prepare for a briefing by U.S. General Services Administration to Congress.

Below are WMATA's responses to your questions:

1. Is the parcel previously identified for the FBI headquarters currently available? (Available meaning under WMATA control and ownership, and not encumbered by any other agreements, pending sales, or legal arrangement.)

**WMATA RESPONSE:** Yes. The entire 88.7-acre Greenbelt Metro Station property is under WMATA control and ownership, and not encumbered by any other agreements, pending sales or legal arrangement. (Note: The Greenbelt site previously considered for the FBI headquarters included a portion of WMATA's station property as well as a portion of adjacent property owned by the State of Maryland. This letter only addresses WMATA property.)

2. Will WMATA entertain selling the previously identified parcel to GSA? (Sale only upon negotiations and agreement of terms.)

**WMATA RESPONSE:** Yes, subject to negotiations and agreement of terms, approval by WMATA's Board of Directors and concurrence by the Federal Transit Administration. Furthermore, WMATA has recently undertaken planning efforts in preparation for a future Joint Development solicitation. This includes creating updated site plans to accommodate a large office user, while maximizing transit-oriented development (TOD). WMATA's intent would be to work with GSA, or any anchor tenant, to refine site plans to address their needs while maximizing TOD outcomes.

Washington  
Metropolitan Area  
Transit Authority

300 7th Street, SW  
Washington, DC 20024  
202-962-1234

[wmata.com](http://wmata.com)

A District of Columbia,  
Maryland and Virginia  
Transit Partnership

3. Previously, WMATA had a Joint Development Agreement (JDA) with Renard Development Company, LLC for the Greenbelt site. Is that JDA still in place?

**WMATA RESPONSE: No**

- a. If so, can you provide any new details on the agreement?

**WMATA RESPONSE: N/A**

- b. If not, would WMATA's approach be to solicit a new JDA for the Greenbelt site or to negotiate directly with GSA?

**WMATA RESPONSE: There currently is no JDA for the site. WMATA has flexibility to determine how pad sites and associated infrastructure could be delivered. WMATA is open to structuring an approach in coordination with GSA that could include, but is not limited to, direct negotiations with GSA or soliciting a developer.**

- c. If WMATA decides to solicit a new JDA, what is a general timeline for those solicitations?

**WMATA RESPONSE: WMATA identified Greenbelt as one of its near-term priorities for solicitation and JDA in its recently released [Strategic Plan for Joint Development](#). A specific timeline would be determined after further coordination with GSA to clarify GSA's schedule, objectives and solicitation requirements. Generally speaking, a developer solicitation could be issued within 30 days of authorization by the WMATA Board of Directors with a developer selected four to six months later. The timing needed to finalize a JDA would depend on the scope of the agreement and requires Board approval.**

**A developer solicitation is not needed to continue site planning. As stated above, WMATA has also continued site planning efforts since the previous FBI site evaluation process concluded. In July 2021, WMATA received \$500,000 in funds from the Maryland Department of Transportation (MDOT) for pre-development work required to prepare the scope of a Joint Development solicitation. Through this planning work WMATA can address the needs of specific anchors tenants.**

We hope you find this letter responsive to your needs in preparing for your briefing of Congress. Please do not hesitate to contact us for further information. You may contact Mr. (b) (6) Senior Real Estate Advisor, WMATA Office of Real Estate and Parking at (b) (6) or (b) (6) [wmata.com](http://wmata.com). Or feel free to contact me directly at (b) (6) [wmata.com](http://wmata.com) or (b) (6)

Sincerely,

(b) (6)

Vice President of Real Estate and Parking



October 14, 2022

**Via Email**

Aaron D. Hassinger, Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20407

Subject: Schedule information for Greenbelt Station Parcel for FBI Headquarters

Dear Mr. Hassinger,

The following is in response to your inquiry, seeking clarification regarding timing of the availability of the Greenbelt Metro property for construction activities.

Assuming the Greenbelt Metro property is selected for the FBI Headquarters, WMATA would seek approvals necessary for expedited closing and construction start. The property could be available to GSA for construction within six to nine months from the time GSA selects the Greenbelt site, based on the following:

- WMATA Board approval of Compact Public Hearing staff report allowing for replacement of surface parking lot with a new garage; along with the temporary removal of commuter parking, if necessary, while the garage is under construction.
- Board approval of and execution of a Purchase and Sale Agreement between GSA and WMATA for purchase of the WMATA property
- Federal Transit Administration concurrence of the sale
- Execution of a Project Construction Agreement between WMATA and Prince George's County to confirm funding for and construction of the garage and local roads.

See the attached schedule for additional details.

Please note that WMATA would seek to continue operating the surface commuter parking lot until the property is needed for construction of the FBI Headquarters. If the GSA needs to begin construction prior to completion of the garage, WMATA customers can temporarily utilize alternative parking at other nearby Metro Stations and/or satellite parking lots during this period. This approach would give GSA the ability to avoid schedule risks from the Metro garage construction.

**Washington  
Metropolitan Area  
Transit Authority**

300 7th Street, SW  
Washington, DC 20024  
202-962-1234

[wmata.com](http://wmata.com)

*A District of Columbia,  
Maryland and Virginia  
Transit Partnership*

Thank you for the opportunity to elaborate on the schedule for this transaction. Please let us know if you have additional questions.

Sincerely,

(b) (6)

Vice President of Real Estate and Parking

CC: Patty Lee, General Counsel, WMATA

**ATTACHMENT**

## ATTACHMENT

### Greenbelt Transaction Schedule

10/13/2022

*Month 1   Month 2   Month 3   Month 4   Month 5   Month 6   Month 7   Month 8   Month 9*

	<i>Month 1</i>	<i>Month 2</i>	<i>Month 3</i>	<i>Month 4</i>	<i>Month 5</i>	<i>Month 6</i>	<i>Month 7</i>	<i>Month 8</i>	<i>Month 9</i>
<b>Compact hearing process</b>									
Draft and finalize environmental evaluation									
Draft and finaize hearing materials - legal ad, website, etc.									
Notification									
Hold hearing/publish hearing report									
Board approvals									
<b>Planning</b>									
Temporary parking planning (shuttle planning, public outreach)									
Maintenance of Traffic Planning/preparation of signage									
Customer notification									
<b>Project Construction Agreement</b>									
Negotiation and execution (WMATA & Prince George's Co.)									
<b>Purchase &amp; Sale agreement</b>									
Negotiations - terms & documents									
FTA concurrence									
Board approval/execution/closing									



SECOND AMENDMENT  
TO  
ASSIGNABLE OPTION TO PURCHASE AGREEMENT

(b) (5)

(b) (5)

**OPTIONOR:**

RENARD DEVELOPMENT COMPANY, LLC

By: **(b) (6)**

Name: Garbrielle Beall Manager  
A.H. Smith Greenbelt, L.C.C., Manager

Date: July 22, 2016

**OPTIONEE:**

UNITED STATES OF AMERICA  
BY AND THROUGH THE  
U.S. GENERAL SERVICES ADMINISTRATION  
National Capital Region  
301 Seventh Street, SW Suite 2670  
Washington, DC 20407

By: **(b) (6)**

Name: Joel T. Berenson

Date: July 26, 2016



U.S. General Services Administration  
Public Buildings Service

August 26, 2022

**Via Email**

Ms. (b) (6)  
Vice President, Real Estate and Parking  
Washington Metropolitan Area Transit Authority (WMATA)  
300 7th Street, SW  
Washington, DC 20024

Subject: Greenbelt Station Parcel for FBI Headquarters

Dear Ms. (b) (6):

In a letter dated May 24, 2022, WMATA indicated that the previously identified potential FBI headquarters Greenbelt site parcel is still available for purchase and that WMATA is willing to entertain future negotiations for a potential purchase by GSA. Subsequently on June 17, 2022, GSA informed members of Congress that the Greenbelt site remains a viable solution for a new FBI headquarters.

GSA is now actively collecting data in support of its site selection process, for which the price of the Greenbelt site is a key factor. By September 16, 2022, please submit a statement of the asking price, if any, by WMATA for the conveyance of the site to GSA, which is, more or less, identified in the attached, *Notification of Inclusion and Execution of Assignable Option to Purchase Agreement for approximately 39.71 Acres of Land in Greenbelt, Maryland ("Greenbelt Station Site")* dated July 29, 2014. While the previously negotiated terms of the attached agreement have expired, the description and orientation of the 39.71 acre, more or less, parcel remain unchanged.

Please make sure the price submitted, if any, is your best one because GSA will use the price submitted to inform its selection process. In addition, as part of your submission, please indicate what, if any, actions you would need to take before being able to convey the property to GSA. For instance, are there approval processes within your organization or certain property improvements that must occur (whether onsite or offsite) before you would agree to execute a deed to convey the property to GSA.

This request should not be construed in any manner to create an obligation on the part of GSA to enter into any agreement, nor to implement any of the actions contemplated herein, nor to

WMATA

Page 2 of 2

serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response or participating in the selection process. To the extent you chose not to provide a voluntary statement of pricing, GSA will rely on its own internal market research to develop an anticipated acquisition cost to support its site selection process.

Should you have any questions, please do not hesitate to contact me at aaron.hassinger@gsa.gov or (b) (6)

Sincerely,

Aaron Hassinger  
GSA Project Executive

*Attachment: Notification of Inclusion and Execution of Assignable Option to Purchase Agreement for approximately 39.71 Acres of Land in Greenbelt, Maryland ("Greenbelt Station Site"), dated July 29, 2014.*



U.S. General Services Administration  
Public Buildings Service

September 28, 2022

**Via Email**

Ms. (b) (6)  
Vice President, Real Estate and Parking  
Washington Metropolitan Area Transit Authority (WMATA)  
300 7th Street, SW  
Washington, DC 20024

Subject: Greenbelt Station Parcel for FBI Headquarters

Dear Ms. (b) (6),

The General Services Administration (GSA) is in receipt of your letter dated September 16, 2022, regarding the potential acquisition of land owned by the Washington Metropolitan Area Transit Authority (WMATA) in Greenbelt, Maryland for the new suburban headquarters campus for the Federal Bureau of Investigation (FBI). In order to properly evaluate your site, GSA seeks additional information about the terms and conditions contained in your letter.

GSA cannot agree to any substantial restrictions on the FBI's use of the property. The title regulations issued by the U.S. Department of Justice prohibit GSA from accepting covenants that are incompatible with the intended federal use.<sup>1</sup> In order for any restrictive covenants to be considered, they would need to be compatible with the FBI mission, and the FBI's uses would have to be recognized as primary.

GSA is concerned because your letter notes that the purchase and sale agreement "will include a condition that, prior to or at closing, covenants on the property shall be recorded to satisfy FTA Joint Development requirements, primarily that there be no interference with transit operations." To be clear, GSA needs to acquire a fee simple interest in the parcel without any incompatible restrictive covenants. To that end, please submit a complete list of any restrictive covenants, existing or contemplated, that you would require to have in place on the Greenbelt parcel after conveyance of fee simple title to GSA.

In addition, the references in your submission to a joint development agreement raise questions. GSA is not seeking to enter into a joint development agreement. GSA is seeking to acquire fee

---

<sup>1</sup> *Regulations of the Attorney General Governing the Review and Approval of Title for Federal Land Acquisitions (2016).*

WMATA

Page 2 of 2

simple title from WMATA. It is not clear to us what purpose a Joint Development Agreement will serve. While GSA will follow all applicable laws and regulations pertaining to construction of any new facility, federally owned property is not subject to local permitting, zoning, or other similar land-use restrictions, and GSA will not agree to any joint development agreement that would otherwise condition the Government's use of the property on, for instance, the approval or concurrence of WMATA.

We respectfully request a response to this letter no later than October 7, 2022. Should you have any questions, please do not hesitate to contact me at [aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov) or

(b) (6)

Sincerely,

Aaron Hassinger  
GSA Project Executive

**GREENBELT STATION - TRANSPORTATION, TRANSIT AND INFRASTRUCTURE COSTS**

DATE: DECEMBER 25, 2016 REVISION

	Mitigation Item	Description	Estimated GC Cost	Contingency/	Design & Engineering	Total Estimated Cost	Cost Responsibility
<u>Transportation</u>							
	D	Greenbelt Road (MD 193) and Greenbelt Station Parkway (Intersection #21)	N/A	N/A	N/A	(b) (4)	SHA
	C	Greenbelt Road (MD 193) and Cherrywood Lane/60th Avenue (Intersection #1)	N/A	N/A	N/A	(b) (4)	SHA
	B	Edmonston Road (MD 201) and Sunnyside Road (Intersection #12)	N/A	N/A	N/A	(b) (4)	SHA
	A	Edmonston Road (MD 201) and Powder Mill Road (Intersection #13)	N/A	N/A	N/A	(b) (4)	SHA
	N/A	Greenbelt Interchange Project	N/A	N/A	N/A	(b) (4)	SHA
	N/A	Metro Access Dr & Greenbelt Station Pkwy, N of Inter #3	N/A	N/A	N/A	(b) (4)	SHA
	N/A	Greenbelt Metro Drive and Greenbelt Station Parkway South of Inter #3	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Renard
					<b>Subtotal</b>	(b) (4)	
<u>Additional Mitigation Requirements</u>							
	E	Greenbelt Station Parkway and WMATA Garage (Intersection #19)	N/A	N/A	N/A	(b) (4)	Renard
	F	Greenbelt Station Parkway and I-95/I-495 Off-ramp/Site South Access (Intersection #18)	N/A	N/A	N/A	(b) (4)	SHA
	G	Greenbelt Station Parkway and North Core Mixed Use/Site Northwest Access (Intersection #16)	N/A	N/A	N/A	(b) (4)	SHA
	H	Greenbelt Metro Drive and Site North Access (Intersection #14)	N/A	N/A	N/A	(b) (4)	Renard
	I	I-95/I-495 Off-ramp from the Interstates to Greenbelt Station Parkway	N/A	N/A	N/A	(b) (4)	SHA
					<b>Subtotal</b>	(b) (4)	
<u>WMATA Transit Facilities</u>							
	N/A	Kiss & Ride	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Renard
	N/A	Bus Loop	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Renard
	N/A	WMATA Replacement Garage, incl K&R Site work	(b) (4)	(b) (4)	(b) (4)	(b) (4)	Renard
					Pre-closing	(b) (4)	County
			<b>Subtotal</b>		(b) (4)	(b) (4)	
<u>Other Project Cost Items</u>							
		Stream Restoration	\$600,000.00	(b) (4)	(b) (4)	(b) (4)	Renard
		Additional Stormwater Management/Environmental Features	\$5,000,000.00	N/A	(b) (4)	(b) (4)	Renard
		SWM Fee in Lieu	\$261,333.00	(b) (4)	N/A	(b) (4)	Renard
		WMATA Review Fees	\$500,000.00	N/A	(b) (4)	(b) (4)	Renard
		Excess Permit Fees	\$600,000.00	N/A	N/A	(b) (4)	Renard
		Pedestrian Bridge & WMATA Facilities Enhancements	\$3,000,000.00	N/A	N/A	(b) (4)	Renard
		WMATA Parking in Commercial Development	\$1,000,000.00	N/A	Incl w. Kiss & Ride	(b) (4)	Renard
					<b>Subtotal</b>	(b) (4)	
					<b>Total Budget</b>	(b) (4)	
			<u>Sources and Uses of Funds</u>				
			<b>Sources</b>				
			State of Maryland				
			Prince George's County				
			Net Developer Contribution				
			<b>Total Sources</b>				
			<b>Uses</b>				
			Transportation Requirements				
			Transit Facilities				
			Other Infrastructure Items				
			WMATA Payment				
			Other Potential Road Improvements				
			Municipal Commitments				
			General Conditions & Fee				
			Pre-closing Entitlement, Planning & Design				
			<b>Total Uses</b>				
			Bidder Contribution				





July 29, 2014

VIA E-MAIL

(b) (6) Manager  
Renard Development Company, LLC  
6411 Ivy Lane, Suite 200  
Greenbelt, MD 20770

Re: Notification of Inclusion and Execution of Assignable Option to Purchase Agreement for approximately 39.71 Acres of Land in Greenbelt, Maryland ("Greenbelt Station Site")

Dear Mr. (b) (6)

I am pleased to inform you that the Government has determined to include the Greenbelt Station Site on the list of sites to be included in the Developer Competition for the Headquarters of the Federal Bureau of Investigation. It has also executed the attached Assignable Option to Purchase Agreement previously submitted by the representatives of the Greenbelt Station Site.

If you have any questions, or need any further information, please do not hesitate to contact me or any member of the procurement team. On behalf of the entire procurement team, I want to congratulate you and your team. We look forward to working with you as the procurement progresses.

Sincerely,

(b) (6)

William Dowd  
Project Executive

**U.S. General Services Administration**  
National Capital Region  
7th and D Streets, S.W.  
Washington, D.C. 20407  
[www.gsa.gov](http://www.gsa.gov)

**ASSIGNABLE OPTION TO PURCHASE AGREEMENT**

This Option Agreement (the "*Agreement*") is entered into effective this <sup>29<sup>th</sup></sup> day of ~~June~~ <sup>July</sup>, 2014 by and between Renard Development Company, LLC, a Maryland limited liability company (the "*Optionor*"), and the United States of America, acting by and through the U.S. General Services Administration (the "*Government*") whose regional address is GSA Public Buildings Service, National Capital Region, 301 Seventh Street, SW, Suite 2670, Washington, DC 20407.

WHEREAS, the Government desires to locate the Headquarters of the Federal Bureau of Investigation (the "*Project*") and the Optionor intends to voluntarily grant to the Government and its assigns an option to purchase the site consisting of approximately 39.71 acres of land located at Greenbelt Station – North Core in Prince George’s County, Maryland outlined in red and more particularly described on Exhibit “A” attached hereto and made a part hereof, together with: (i) all rights, hereditaments, easements, and appurtenances thereto, and (ii) all consents, authorizations, variances or waivers, licenses, certificates of occupancy, permits and approvals from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality with respect to the site, to the extent transferable, which remain valid or in effect as of Closing (hereinafter defined) (the "*Site*"), for such Federal facilities; and

WHEREAS, the parties hereto acknowledge that the Government may, at its election, hold or not hold title to the Site, in whole or in part, and may assign, in whole or in part, this option for the offered site to a developer that it selects (the "*Awardee*") pursuant to a solicitation for developers (the "*Solicitation*") that it will issue. The Government and the Awardee are sometimes herein referred to, collectively and individually, as the "*Optionee*".

WHEREAS, the Government requires an option to purchase the Site in order to issue the Solicitation; and

NOW THEREFORE, in consideration of the above recitals, the mutual obligation of the parties hereto for the amount of TEN DOLLARS (\$10.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. GRANT OF OPTION**

**1.01. Grant of Option.** The Optionor hereby grants to the Government the exclusive and irrevocable right and option (the "*Option*") for the Optionee to purchase from the Optionor at any time during the Option Period (as defined below) the indefeasible fee simple title to the Site for the purchase price of (b) (4) (the "*Purchase Price*"). If the Government has assigned this Option to an Awardee, in whole or in part, the Awardee shall be subject to the terms and conditions hereof

and, if such Awardee exercises the Option (or if the Government exercised the Option prior to its assignment to Awardee), the Government and/or the Awardee, or some combination thereof, shall purchase the Site as hereinafter provided.

## 2. TERM

**2.01. Option Period.** The Option Period shall continue in effect for a term, the "***Option Period***" as follows:

**2.02. Initial Option Period.** The Option shall commence as of the Effective Date of this Agreement (as defined in Section 9.08 below) and shall continue in effect until 5:00 P.M. local time in Washington, D.C. on the 365<sup>th</sup> day following the Effective Date (the "***Initial Option Period***") and may be exercised by the Government or its assigns by delivering written notice (in accordance with Section 2.06 below) to the Optionor to such effect at any time before on or before 5:00 P.M. local time in Washington, D.C. on the last calendar day of the Initial Option Period.

**2.03. First Extended Option Period.** The Initial Option Period may be extended, at the election of Optionee, in its sole and absolute discretion, until 5:00 P.M. local time in Washington, D.C. on the 180<sup>th</sup> calendar day after the expiration of the Initial Option Period (the "***Extended Option Period***") upon written notice (in accordance with Section 2.06 below) by Optionee to the Optionor to such effect at any time on or before 5:00 P.M. local time in Washington, D.C. on the 30<sup>th</sup> calendar day before the end of the Initial Option Period. Additionally, the Government shall pay to the Optionor an option fee in the sum of TEN and no/100 DOLLARS. (\$10.00) (the "***Option Fee***") as consideration for the extension of the Initial Option Period.

**2.04. Second Extended Option Period.** If the Initial Option Period is timely extended pursuant to Section 2.03 above, the Initial Option Period, as extended by the First Extended Option Period, may be further extended, at the election of Optionee, in its sole and absolute discretion, until 5:00 P.M. local time in Washington, D.C., on the 180<sup>th</sup> calendar day after the expiration of the First Extended Option Period (the "***Second Extended Option Period***"), upon written notice (in accordance with Section 2.06) delivered by Optionee to the Optionor to such effect at any time on or before 5:00 P.M. local time in Washington, D.C. on the 30<sup>th</sup> calendar day before the end of the First Extended Option Period. The Government shall pay to the Optionor an additional Option Fee in the sum of TEN and no/100 DOLLARS. (\$10.00), as consideration for the second extension of the Initial Option Period.

**2.05. Automatic Termination.** If the Optionee fails to exercise the Option in accordance with the terms of this Agreement within the Initial Option Period, or any extension thereof pursuant to Section 2.03 and Section 2.04 above, then the Option to purchase granted by this Agreement shall automatically and immediately terminate without notice effective as of 5:00 P.M. local time in Washington, D.C. on the last day of the Initial Option Period or, if the Initial

GREENBELT  
6.27.14 FINAL EXECUTION VERSION

Option Period was timely extended pursuant to Section 2.03, as of 5:00 P.M. local time in Washington, D.C. on the last day of the First Extended Option Period, or, if the Initial Option Period was timely extended pursuant to Section 2.04 above, the last day of the Second Extended Option Period and the Option Fee shall be forfeited to Optionor as its sole and exclusive remedy.

**2.06. Notices.** Any notice, tender, or delivery to be given by either party to the other shall be in writing and effected by personal delivery or by registered or certified United States mail, postage prepaid, return receipt requested, and shall be deemed received upon actual receipt of same. Refusal of delivery shall constitute receipt. Mail notices to the Optionor and the Government shall be addressed as set forth below. Mail notices to the Optionee (other than the Government) shall be addressed to the Optionee at the Optionee's address for notices specified in the Assignment and Assumption Agreement between the Government and the Optionee. Each party may change its address by written notice in accordance with this paragraph.

**Optionor:**

(b) (6) Manager  
A.H. Smith Greenbelt Management, L.L.C., Manager  
Renard Development Company, LLC  
6411 Ivy Lane, Suite 200  
Greenbelt, MD 20770  
Phone: (b) (6)  
Fax: 301.982.9450  
Email: (b) (6)@mhlawyers.com

*with a copy to:*

CBRE, Inc.  
ATTN: Marcy Owens Test  
750 9<sup>th</sup> Street NW  
Suite 900  
Washington DC 20001

**The Government:**

UNITED STATES OF AMERICA  
General Services Administration (GSA)  
Public Buildings Service (PBS)  
Attn: Joel T. Berelson  
301 Seventh Street, SW, Suite 2670  
Washington, DC 20407

### 3. OPTION AGREEMENT CONDITIONS

**3.01. Title Insurance.** In order for the land to be acquired by voluntary conveyance, the title must be subject only to the Permitted Exceptions (as such term is defined below). Optionee will pay the expenses incident to obtaining title evidence and title insurance, subject to the provisions herein. Before Closing, Optionee shall obtain, at its expense from a nationally recognized title insurance company reasonably acceptable to Optionor, a new title commitment for an owner's title insurance policy (the "**Commitment**") and a survey of the Site (the "**Survey**"). The Commitment shall be subject only to the permitted exceptions ("**Permitted Exceptions**") to be shown in **Exhibit "B"** attached hereto and made a part hereof. **Exhibit "B"** currently shows those items which Optionor suggests be accepted as Permitted Exceptions; however, Optionee requires additional time in which to obtain the Commitment and Survey and to review same and to confirm whether the items currently shown on **Exhibit "B"** are acceptable to Optionee as Permitted Exceptions in accordance with the procedure set forth below. Additionally, the Permitted Exceptions shall include (i) any exceptions to title caused by any acts or omissions of Optionee or any Bidder (as defined in Section 7.01 below), or their respective employees, agents, or contractors, and (ii) any exceptions to title otherwise approved in writing by Optionee, in its sole and absolute discretion. If the Commitment is subject to any defects, encumbrances, liens, charges or other objections other than the Permitted Exceptions ("**Title Defects**") or if the Survey discloses any items objectionable to Optionee ("**Survey Objections**"), upon exercise of the Option, Optionee shall forthwith give Optionor written notice of such Title Defects and Survey Objections together with a copy of the Commitment and the Survey. Within ten (10) days after receiving notification of any Title Defects and Survey Objections, Optionor shall give notice to Optionee as to whether Optionor shall cure or cause the cure of such objections. In the event that Optionor elects to remove or cause the removal of such noted exceptions, Optionor shall exercise diligent, good faith efforts to do so. In the event that Optionor declines to cure or cause the cure of all items or if Optionor (despite Optionor's diligent, good faith efforts) is unable to cure all items Optionor has elected to cure within sixty (60) days following receipt of Optionee's Title Defects and Survey Objections, then Optionee shall have the option, to be exercised by written notice to Optionor within ten (10) days after receipt of Optionor's notice of Optionor's unwillingness or inability to cure the objectionable title items or the date Optionor was to have provided notice to Optionee as provided for herein, to either (i) accept title subject to any Title Defects and Survey Objections that Optionor has failed or refused to cure and proceed to Closing hereunder, OR (ii) terminate this Agreement by giving notice of Optionee's intention to terminate, in which event neither party shall have any further liability hereunder except for those obligations which specifically survive such termination. If Optionee fails to make an election within such ten (10) day period, then Optionee shall be deemed to have elected item (i). Notwithstanding the foregoing, at or prior to Closing, Optionor, at its sole cost and expense, shall cause to be paid, released, satisfied or discharged of record upon Closing any and all mortgages, deeds of trust, liens and encumbrances of record. Notwithstanding anything to the contrary stated herein, in the event the Government does not assign this Agreement in whole to a third party and decides to take title to the Site in its name, in whole or in part, all title documents, including the Commitment and title insurance policy, transferring the title to the Government shall be prepared pursuant to 40 U.S.C. § 3111 and in accordance with any rules or regulations established by the Attorney General of the United

States.

#### 4. OPTIONOR'S REPRESENTATIONS AND WARRANTIES

As of the Effective Date, Optionor represents and warrants to and agrees with the Government and/or its assignee as follows, each of which representations and warranties shall be true and correct at all times through and including the date of Closing:

**4.01.** Optionor is the contract purchaser of the Site. Optionor has the full right, power, and authority to sell, convey and transfer the Site, or cause the Site to be sold, transferred and conveyed, to Optionee as provided herein and to carry out Optionor's obligations hereunder.

**4.02.** To Optionor's actual knowledge, there are no existing agreements or understandings relating to the Site except for those listed on **Exhibit "C"**, "Schedule of Existing Contracts" (the "**Existing Contracts**"), attached hereto and made a part hereof, or otherwise disclosed in the Permitted Exceptions. The execution, delivery and performance of this Agreement does not, and the consummation of the transactions contemplated hereby will not violate any provision of any agreement, instrument, order, judgment or decree to which either Optionor is a party or by which it or any of its assets is bound.

**4.03.** There are no actions, suits, or proceedings, including, but not limited to, eminent domain, pending before or by any judicial body or any governmental authority, against or affecting Optionor or the Site.

**4.04.** If Optionor is the contract purchaser of the Site, it has the right to cause its seller to convey the property directly to the Optionee.

**4.05** Optionor (i) is not in receivership or dissolution, (ii) has not made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature, (iii) has not been adjudicated a bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the Federal bankruptcy law or any other similar law or statute of the United States or any jurisdiction and no such petition has been filed against Optionor, and (iv) to Optionor's actual knowledge, none of the foregoing are pending or threatened.

**4.06.** For purposes of this Agreement, the phrase "Optionor's actual knowledge" or words of similar import shall mean the actual current knowledge, without regard to any constructive knowledge or duty of inquiry, of Garth E. Beall, whom Optionor represents is the individual most likely to have knowledge of each of the facts involved in Optionor's representations and warranties herein, and all statements of fact contained in any documents to be provided by Optionor to Optionee.

**4.07.** Optionor represents and warrants that to the best of Optionor's knowledge:

GREENBELT  
6.27.14 FINAL EXECUTION VERSION

(a) Optionor has provided, or shall provide, to Optionor copies of all studies, reports, surveys and assessments of the environmental condition of or affecting the Site in the possession or control of Optionor (collectively, the “*Environmental Reports*”).

(b) Except as may be disclosed in the Environmental Reports, Seller has not received any written notice from any governmental authority inquiring about, seeking to investigate, or claiming the existence of, any Hazardous Materials (hereinafter defined) on, under or about the Site.

(c) Optionor has no liability under, has never violated, and is presently in compliance with all environmental laws, rules regulations and ordinances applicable to the Site and any operations thereon, and to the best of the Optionor’s knowledge, there exist no adverse environmental conditions with respect to the Site or any operations thereon.

(d) Optionor has neither disposed of solid waste at the Site, nor generated, manufactured, refined, transported, stored, handled, disposed, transferred, produced, or processed any hazardous substance, pollutant or contaminant, including hazardous wastes or hazardous constituents, petroleum or petroleum derivatives (as those terms are defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended, and the Resource Conservation and Recovery Act) (collectively, “*Hazardous Materials*”), disposed of, released or existing in environmental media such as soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background from or on the Site (other than ordinary small quantities of household or office cleaning supplies and office supplies, such as photocopy supplies for office use), and Optionor has no knowledge of the release of threat of release of any of these at or in the vicinity of the Site.

(e) No lien has been imposed on the Site by any governmental entity in connection with an unsatisfactory environmental condition located on or off the Site.

(f) Except as described in the Environmental Reports, the Site contains no asbestos-containing materials. Asbestos-containing materials are defined as any materials with a concentration of one percent (1%) or greater by dry weight of asbestos fibers.

(g) At the closing, Optionor shall certify in writing that all of the representations and warranties set forth in this Section 4 are true and correct on the Closing date.

(h) Subject to compliance with the matters outlined in **Exhibit “B”** hereto, Optionor has determined that the property is unrestricted as to its uses, and that Optionor will take all response actions necessary to protect human health and the environment that have not been taken as of the date of this conveyance but are discovered to be required after the date of this conveyance, and that are not directly caused by or attributable to the Optionee. In particular, Optionor provides assurances that, in accordance with and to the extent required at the location of the Site by applicable Federal, state and local laws, Optionor will timely:

(1) assess, inspect, investigate, study, and remove or remediate, as appropriate, the release or threatened release of Hazardous Materials disposed of, released or existing in environmental media such as soil, subsurface soil, air, groundwater, surface water or subsurface geological formations at levels above background from or on the Site; and

(2) settle or defend any claim, demand, or order made by Federal, state or local regulators or third parties in connection with any release or threatened release of Hazardous Materials from or on the Site.

**4.08** Optionor is not a "foreign person" as that term is used in Section 1445(f)(3) of the United States Internal Revenue Code of 1986, as amended.

## **5. CLOSING CONDITIONS AND DEED**

**5.01. Closing.** The closing for the conveyance of the title to the Site to the Government or the Awardee, as the case may be, and funding of the Purchase Price (the "**Closing**") shall take place consistent with the Joint Development Agreement ("**JDA**"), attached hereto as **Exhibit "C"** and made a part hereof, upon not less than 20 calendar days' prior notice to Optionor, not to be later than the later to occur of (i) ninety (90) calendar days from the date on which the Government or its assign(s) exercises the Option, or (ii) the expiration of the Option Period or any extension thereof. Further, the parties may mutually agree in writing to extend the date of Closing. The Closing shall occur through First American Title Insurance Company ("**Closing Agent**").

**5.02. Taxes.** All real property taxes, installments of bonds, and special taxes and assessments attributable to the Site, if any, shall be prorated between the Optionor and the Optionee as of Closing.

### **5.03. Conditions.**

(a) **Optionor's Conditions Precedent.** The Closing and Optionor's obligation to sell the Site to Optionee are subject to the satisfaction of the following conditions ("**Optionor's Conditions Precedent**"). Optionor's Conditions Precedent are intended solely for the benefit of Optionor. If any of Optionor's Conditions Precedent are not satisfied, Optionor shall have the right in its sole discretion, and subject to the prior written approval of WMATA with regard to Section 5.03(a)(3), either to waive such Optionor's Condition(s) Precedent and proceed with the sale without adjustment in the Purchase Price or terminate this Agreement by written notice to the Government and the Closing Agent on or before the date of Closing.

(1) **Performance by Optionee.** Optionee shall have delivered the Purchase Price, in immediately available funds to Closing Agent, and shall have otherwise performed, satisfied and complied with all obligations, agreements and conditions required by this Agreement to be performed or complied with Optionee on or before the Closing.



GREENBELT  
6.27.14 FINAL EXECUTION VERSION

(2) Site Award. Award of an agreement for the development of the Site as the new headquarters of the FBI to the Awardee;

(3) JDA Conditions Precedent. Satisfaction of the conditions precedent in the JDA, including, but not limited to the following (it being expressly understood and agreed that no action under the JDA shall be required by Optionee with respect to conditions precedent under the JDA):

i. Approval by the Washington Metropolitan Transit Authority (“*WMATA*”) of the Development Plan (Section 7.01.B of the JDA);

ii. Execution by Optionor and the County Executive of Prince George’s County of a Memorandum of Understanding for Tax Increment Financing (“*TIF*”) Bonds (Section 7.01.D of the JDA);

iii. Preparation of a Detailed Site Plan (Section 7.01.E of the JDA);

iv. WMATA Compact Hearing (Section 7.03. of the JDA);

v. Optionor shall have entered into a WMATA Replacement Facilities Construction Agreement (Section 11.02.5 of the JDA);

vi. Declaration of Covenants (Section 11.02.8 of the JDA);

vii. Completion/Payment Bonds (Escrow) for WMATA Replacement Facilities (Section 11.02.4 of the JDA); and

viii. Inclusion of funding for a full movement ramping system in the Maryland Consolidated Transportation Program (the “*Maryland CTP*”) or WMATA with proof (satisfactory to WMATA) of funding commitments from other public or private sources (Section 7.01.C of the JDA).

Optionor and WMATA agree to use reasonable efforts to obtain conceptual approval of the WMATA Replacement Facilities within ninety (90) calendar days following the Effective Date and Optionor shall use commercially reasonable efforts to fulfill the conditions precedent set forth in the JDA, including, but not limited to, those conditions precedent set forth above. WMATA has executed this Agreement for the sole purpose of evidencing its agreement to the foregoing sentence and to the last sentence of Section 7.01 hereof and not for any other purpose whatsoever.

In the event that, notwithstanding the exercise of reasonable efforts, Optionor and WMATA are unable to obtain conceptual approval of the WMATA Replacement Facilities within ninety (90) calendar days, Optionor shall advise the Government in writing as to Optionor’s good faith estimate of the remaining time for satisfaction of same, whereupon the

GREENBELT  
6.27.14 FINAL EXECUTION VERSION

Government may, in its sole and absolute discretion, either (a) extend the time for Optionor and WMATA to obtain conceptual approval of the WMATA Replacement Facilities until such later date as may be acceptable to the Government in its sole and absolute discretion (which extension may be subject to one or more further status reports from Optionor) or (b) terminate this Agreement effective immediately upon the giving of written notice to Optionor. Within ninety (90) calendar days following the Effective Date and every three (3) months thereafter, Optionor shall advise the Government in writing as to the status of any unsatisfied conditions precedent and the Optionor's good faith estimate of the remaining time for satisfaction of same. In the event that the Government determines that Optionor's estimate of the remaining time for satisfaction of any unsatisfied conditions precedent is not acceptable to the Government in its sole and absolute discretion the Government may, in its sole and absolute discretion, terminate this Agreement effective immediately upon the giving of written notice to Optionor.

(4) Development Cooperation Agreement. Execution by Optionor and Optionee of a development cooperation agreement requiring each party and its respective successors and assigns, to cooperate in the development of Greenbelt Station – North Core, including without limitation, the staging of development activities, and construction of WMATA replacement facilities, common areas and common facilities such as roads, infrastructure and storm water management facilities, granting of easements that may be necessary or appropriate in connection with the development of Greenbelt Station – North Core, provided that none of the foregoing shall materially interfere with the development or use of the portions of the Site.

(b) Optionee's Conditions Precedent. The Closing and Optionee's obligation to purchase the Site from Optionor are subject to the satisfaction of the following conditions ("*Optionee's Conditions Precedent*"). Optionee's Conditions Precedent are intended solely for the benefit of Optionee. If any of Optionee's Conditions Precedent are not satisfied, Optionee shall have the right in its sole discretion either to waive such Optionee's Condition(s) Precedent and proceed with the acquisition without adjustment in the purchase price or terminate this Agreement by written notice to Optionor and the Closing Agent on or before the date of Closing.

(1) Elimination of Liens, Title Defects and Survey Objections. Optionor, at its sole cost, on or prior to the Closing, shall cause to be eliminated of record all liens on the Site evidencing monetary encumbrances (other than liens for non-delinquent real estate taxes and assessments, community facilities districts, and supplemental taxes and assessments, provided each of which is not yet due and payable). Subject to Section 3.01, Optionor shall also, at its sole cost and expense, cause to be paid, released, satisfied or discharged of record all Title Defects and Survey Objections.

(2) Termination of Existing Contracts. All Existing contracts shall be terminated at or prior to Closing.

(3) Conveyances by Optionor. On or before the Closing, Optionor shall deliver into escrow a special warranty deed from the record title holder in recordable form duly executed by the record title holder, conveying title to the Site and all hereditaments, easements,

and appurtenances thereto to Optionee, in form reasonably approved by the Optionee (the "Deed").

(4) Owner's Affidavit of Title. At Closing, Optionor shall deliver to the Closing Agent an owner's affidavit of title in form sufficient to induce Closing Agent's title insurance underwriter (the "**Title Company**") to issue its standard coverage owner's policy of title insurance without the so-called preprinted or standard exceptions excepting only the Permitted Exceptions and such exceptions.

(5) Title Policy. Title shall be evidenced by the Title Company issuing its standard coverage owner's policy of title insurance to Optionee in an amount equal to the full amount of the Purchase Price, showing title to the Site vested in Optionee, and in the condition required pursuant to the terms of this Agreement.

(6) FIRPTA Affidavit. An affidavit pursuant to the Foreign Investment and Real Property Tax Act.

(7) Optionor's Representations. The representations and warranties of Optionor set forth in Section 4 above are true and correct as of the date of this Agreement and shall be true and correct as of the Closing. The Closing shall constitute Optionor's reaffirmation of those representations and warranties as of the Closing. At Optionee's election, however, Optionee may require Optionor to execute a document reaffirming those representation and warranties and deliver the same to Optionee upon the Closing. Except with respect to events or circumstances occurring or arising after the Closing, those representations and warranties shall survive the Closing and the delivery and recording of the Deed. Optionee shall be entitled to rely upon those representations and warranties, notwithstanding any inspection of the Site which was made or could have been made by Optionee.

(8) Perpetual Security Easement. The State of Maryland to execute, acknowledge and deliver an exclusive, perpetual security buffer easement for the benefit of Optionee on approximately 21.7839 acres of land outlined in red and more particularly described on Exhibit "D" attached hereto and made a part hereof;

## 6. POSSESSION

6.01. Possession. The Optionor will deliver the Deed to the Site and possession thereof to the Optionee at the Closing unless a different possession date is agreed to in writing between parties.

## 7. TESTS AND SURVEYS

7.01. Testing. Optionor agrees that one or more Contractors (defined below) (at their sole expense, shall have the right, subject to not unreasonably interfering with the rights, interest and

GREENBELT  
6.27.14 FINAL EXECUTION VERSION

uses made of the Site by Optionor or WMATA, to enter upon the Site for the purposes of inspecting the same, making test borings and other invasive studies or testing, plans, topographical and boundary surveys and any other necessary inspections, studies and testing in connection with the contemplated use of the Site; provided, however any such entry by any Contractor shall be subject to the terms and conditions of the ROE Agreement (as defined below) to be executed by each Contractor pursuant to this Section. Each Contractor, prior to entering upon the Site, shall execute a Right of Entry Agreement directly with WMATA in substantially the same form of **Exhibit "E"** attached hereto and made a part hereof (the "**ROE Agreement**") before such Contractor enters upon the Site. For purposes of this Agreement, the term "**Contractor**" means a contractor retained by either (a) the Government or (b) one or more offerors participating in the Solicitation process (each a "**Bidder**"). The Government shall have no responsibility or liability whatsoever for any actions, inactions, claims, damages or other liabilities in any manner related to or arising out of a Contractor's entry onto the Site or the conduct of the Contractor thereon. The Government will request that each Bidder instruct its Contractors to keep the identity of the Bidder confidential and not to disclose same in any submission made by the Contractor to the Optionor or WMATA pursuant to the ROE Agreement. In the event that, notwithstanding such efforts, Optionor or WMATA learns the identity of one or more Bidders, Optionor and WMATA agree to keep the identity of such Bidders confidential, unless such information otherwise becomes generally available to the public or Optionor or WMATA is required by law to make such disclosure. WMATA has executed this Agreement for the sole purpose of evidencing its agreement to the penultimate paragraph of Section 5.03(a)(3) and to foregoing sentence and not for any other purpose whatsoever.

## 8. AS-IS

**8.01. AS-IS.** Optionee acknowledges that the Site is being sold "as-is," without any warranties or representations, express or implied, except for any representations and warranties expressly set forth in this Agreement. Subject to the provisions herein, Optionee further acknowledges that Optionee is purchasing the Site on the basis of its own investigation and assumes the risk that adverse physical or environmental conditions or other conditions related to the Site may not have been revealed by Optionee's investigation including any legal and/or procedural conditions to the development thereof. Optionor makes no representation or warranty as to the accuracy or completeness of any materials or documents prepared by third parties and provided by Optionor to Optionee and Optionee acknowledges that Optionor has not made and will not make any representations or warranties as to the completeness, accuracy, or validity of any such materials or documents.

## 9. MISCELLANEOUS

**9.01. Further Assurances.** Each party to this Agreement will execute and deliver any additional documents and instruments and perform any additional acts that are reasonable

GREENBELT  
6.27.14 FINAL EXECUTION VERSION

necessary and appropriate to effectuate and perform its obligations under this Agreement and the transactions contemplated hereby.

**9.02. Use and Publication of Option.** The parties acknowledge and agree that this Option Agreement shall be part of the Solicitation. The parties acknowledge that Site information may be made public as part of the Government's compliance with laws, including without limitation the National Environmental Policy Act.

**9.03. Merger of Prior Agreements.** This Agreement and the Exhibit(s) hereto constitute the entire agreement between the parties and supersede any and all prior agreements and understandings between the parties relating to the subject matter hereof.

**9.04. Construction.** Headings at the beginning of each section and subsections are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa.

**9.05. Severability.** If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

**9.06. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile or portable document format (pdf) transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

**9.07. Disputes.**

(a) **Disputes Between Optionor and the Government.** This Agreement is subject to the Contracts Dispute Act of 1979 (41 U.S.C. §§ 601-613) (the "*Act*"). Except as provided in the Act, all disputes between the Government and Optionor or its permitted assignee arising under or relating to this Agreement shall be resolved under this Act. The Contracting Officer for purposes of this Agreement shall be Joel Berelson, General Services Administration, 301 Seventh Street, SW, Suite 2670, Washington, DC 20407

(b) **Disputes Between Optionor and an Awardee.** Any dispute between (x) Optionor or its permitted assignee and (y) an Awardee arising under this Agreement shall be governed by and construed and enforced in accordance with the laws of the jurisdiction in which the Site is located and any such dispute shall be subject to the following additional provisions:

(i) To the extent permitted by law, if Optionor or an Awardee shall take any action against the other to enforce this Agreement or bring any action or commence any proceeding or arbitration for any relief against the other party, declaratory or otherwise, arising out of this Agreement, the losing party shall pay to the prevailing party a reasonable sum for

attorneys' and experts' fees and costs incurred in bringing such suit or proceeding and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of reasonable attorneys' and experts' fees and costs incurred in enforcing such judgment. All fees and costs to be paid under this Section shall be determined by a court of competent jurisdiction and not by a jury. For purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees and costs incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; (e) bankruptcy litigation; and (f) appeals.

(ii) OPTIONOR AND AWARDEE AND THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNEES EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT IN CONNECTION WITH: (1) ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT; (2) THE RELATIONSHIP OF THE PARTIES HEREUNDER; AND/OR (3) ANY CLAIM OF INJURY OR DAMAGE.

(iii) OPTIONOR AND AWARDEE EACH WAIVE ANY OBJECTION TO THE VENUE OF ANY ACTION FILED IN ANY COURT SITUATED IN THE JURISDICTION IN WHICH THE PROPERTY IS LOCATED, AND WAIVE ANY RIGHT, CLAIM OR POWER, UNDER THE DOCTRINE OF FORUM NON CONVENIENS OR OTHERWISE, TO TRANSFER ANY SUCH ACTION TO ANY OTHER COURT.

(c) Notwithstanding any provision hereof to the contrary, in the event of any breach or default by a party to this agreement (or its permitted assignee or transferee), prior to commencement of any legal action to enforce this Agreement, the non-defaulting party shall provide the defaulting party with a written notice of default, whereupon the defaulting party shall have a period of ten (10) days in the case of a monetary default and thirty (30) days in the case of a non-monetary default in which to cure such default.

**9.08. Effective Date.** This Agreement becomes effective on the date the Government countersigns the same and delivers to Optionor an original or true copy of this Agreement as so executed (the "*Effective Date*").

**9.09 Waiver.** No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

## **10. MODIFICATION**

**10.01. Modification.** This Agreement may be amended or modified only by a writing

signed by the parties to this Agreement.

## **11. CLOSING COSTS**

**11.01.** The Optionor shall pay (i) recording costs for any instruments to be recorded in connection with the release of any mortgages, deeds of trust and other monetary liens and encumbrances and any Title Defects and Survey Objections on, or relating to, the Site, (ii) any attorney's fees incurred by Optionor in connection with the negotiation of the Agreement and the consummation of the transaction herein, and (iii) any other cost customarily borne by sellers of real property in the jurisdiction in which the Site is located.

**11.02.** Optionee shall pay (i), the costs of recording the Deed and any other documents to be recorded in connection with the transfer of the Site (except such costs to be paid by Optionor as expressly provided above), (ii) the costs of obtaining title examination, (iii) the costs of the title insurance premium required to insure its interest in the Site, and (iv) any other cost customarily borne by buyers of real property.

## **12. NO LEASEHOLD INTEREST**

**12.01.** No Leasehold Interest. There are no current leasehold interests in the Site. Optionor shall not lease or otherwise encumber the Site after the parties enter into this Option.

## **13. PROHIBITIONS as to PARTICIPATION**

**13.01.** No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit.

## **14. NO AGENCY or BROKER RELATIONSHIP**

**14.01.** Optionor and the Government each warrants and represents to the other that no person or selling agency other than those referenced below have been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a commission percentage, brokerage, or contingent fee, except CBRE Inc. as broker for the Optionor; provided, however that the Government makes no representation as to any succeeding Optionee hereunder. The provisions of this Section shall survive the Closing. Optionor shall be responsible for any and all fees payable to CBRE Inc.

## 15. TIME OF THE ESSENCE

**15.01.** Time is of the essence as to all time periods set forth in the Agreement. If the expiration of any time period set forth herein falls on a Saturday, Sunday, or Federal or State legal holiday, then such time period shall be deemed to expire on the next day which is not a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 P.M. EST.

## 16. ASSIGNMENT

**16.01.** This Agreement is freely and fully assignable by the Government, in whole or in part, without the additional consent of Optionor, so long as the assignment is (a) made to the Awardee of the Project, and (b) pursuant to a written assignment and assumption agreement signed by both the Government and the Awardee, which assignment and assumption agreement shall be generally in the form of **Exhibit "F"** attached hereto and made a part hereof (the "**Assignment and Assumption Agreement**"). Such assignments shall only be valid when a fully executed copy thereof is delivered to Optionor. The Project may be subject to approvals by the Office of Management and Budget and by the United States Congress. The Government shall notify Optionor of any such assignment and shall provide Optionor, within ten (10) days following such assignment, with (i) a copy of the fully executed Assignment and Assumption Agreement, and (ii) un-redacted originals of Awardee's ROE Agreement and Evidence of Insurance. Upon assignment of this Option to the Awardee pursuant to the Assignment and Assumption Agreement, the Government will be relieved of all rights, responsibility or liability accruing under this Option Agreement. This Agreement may be assigned by Optionor, without Optionee's consent (but with prompt written notice to Optionee), to an affiliate of Optionor. For purpose of this Section, "affiliate" shall mean any partnership, corporation, trust or other entity, directly or indirectly through one or more intermediaries, controlled by one or more members of Optionor. For purposes of this Section, with respect to a partnership, corporation, or other entity, "control" shall mean the power to vote, and ownership of, directly or indirectly, 51% or more of the voting interests of such entity. Any assignment by Optionor to an affiliate shall not release or discharge Optionor from its liabilities hereunder which shall remain in full force and effect in accordance with the terms hereof.

## 17. SITE INFORMATION

Within thirty (30) days after the Effective Date, Optionor shall deliver or cause to be delivered to Purchaser true, correct and complete copies of all of the following documents and materials relating to the Site to the extent in Optionor's possession or control (the "**Property Documents**"):

- (a) Optionor's most recent title insurance policy for the Site;
- (b) Optionor's most recent survey of the Site;



(c) All engineering, soils, seismic, geologic reports, surveys, plans and specifications for the Site and any other such reports or studies of or relating to the Site;

(d) All environmental reports, studies, permits and all other documents pertaining to any use, treatment, disposal or presence of Hazardous Materials in, on, under or about the Site or pertaining to any other environmental matter with respect to conditions in, on, under or about the Site, or operations and businesses conducted thereon;

(e) All existing leases, together with all amendments, modifications or supplements thereto;

(f) All Existing Contracts, together with all amendments, modifications or supplements thereto;

(g) All governmental approvals or permits required in connection with the ownership, operation and maintenance of the site; and

(h) All proffers or other agreements with any governmental authority or other third party, including any building owner or similar associations, which create any obligation with respect to the Site and will survive Closing, including without limitation any obligation to construct or maintain any improvements which are not, or will not be, located on the Site, or which require the owner of the Site to participate, or contribute money, in connection with any such obligation.

## **18. CONDEMNATION**

In the event, at any time on or prior to the Closing, any action or proceeding is filed, under which the Site, or any portion thereof, may be taken pursuant to any law, ordinance or regulation or by condemnation or the right of eminent domain, Optionor shall promptly give written notice thereof (which notice shall describe the type of action being taken against the Site, and which portions of the Site will be affected thereby) to the Government. The Government shall have the right, in its sole and absolute discretion, to terminate this Agreement by written notice to Optionor within thirty (30) days following the date of Optionor's written notice of such action or proceeding. If the Government does not elect to so terminate this Agreement within said thirty (30) day period, this Agreement shall remain in full force and effect and the parties shall proceed to Closing without any reduction or adjustment in the Purchase Price, except that all condemnation proceeds will be assigned to the Government or its designee.

GREENBELT  
6.27.14 FINAL EXECUTION VERSION

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -- SIGNATURES APPEAR ON THE  
FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date beside their respective signatures below.

**OPTIONOR:**

Renard Development Company, LLC

B (b) (6)  
N (b) (6) Manager

Title: A.H. Smith Greenbelt Management, L.L.C., Manager

Date: \_\_\_\_\_, 2014

**OPTIONEE:**

**UNITED STATES OF AMERICA  
BY AND THROUGH THE  
U.S. GENERAL SERVICES  
ADMINISTRATION  
National Capital Region  
301 Seventh Street, SW Suite 2670  
Washington, DC 20407**

By: (b) (6)  
Name: Joel T. Berelson  
Title: Contracting office

Effective Date: July 29, 2014

The undersigned has executed this Agreement for the sole purpose of evidencing its agreement to the second to last paragraph of Section 5.03(a)(3) and to the last sentence of Section 7.01 and for no other purpose whatsoever:

WASHINGTON METROPOLITAN  
AREA TRANSIT AUTHORITY


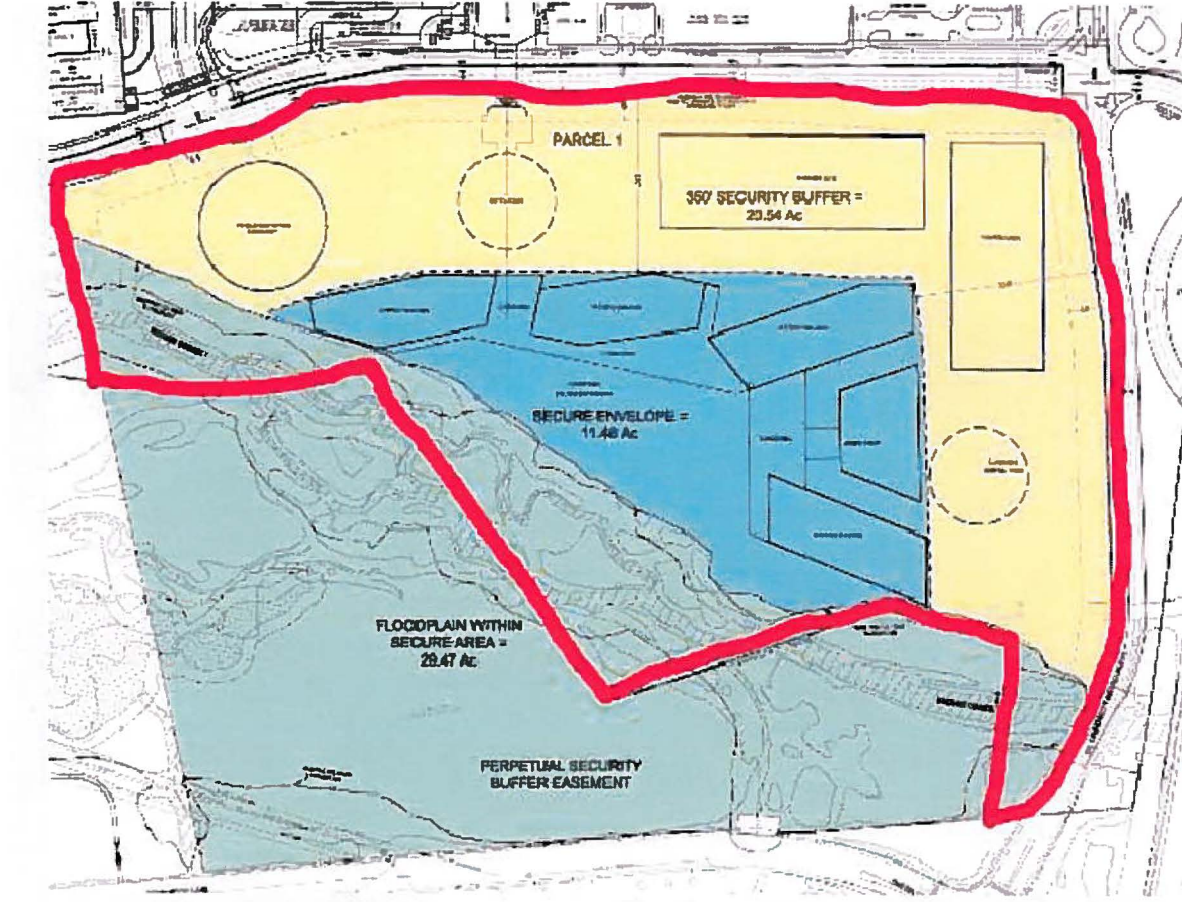
By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: CONTRACTING OFFICER AND  
DIRECTOR, REAL ESTATE AND STATION PLANNING  
Date: \_\_\_\_\_, 2014

EXHIBIT "A"

Description of Site





Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

---

**Docs**

1 message

---

**Aaron Hassinger - WPIA** <aaron.hassinger@gsa.gov>

Tue, Aug 9, 2022 at 5:18 PM

To: "(b) (6) J." &lt;(b) (6)@wmata.com&gt;

Andy,

- (b) (4) The 2nd amendment is attached.
- A screen shot of Renard's documents in Nov 2016 is attached.
- Section A of the 2016 RFP is attached.
- [Here](#) is a link to the GSA FBI HQ project website. The DEIS identifies a lot of what you were looking for, I think. See Chapter 5 : Greenbelt.

Hope this information is helpful.

Thanks,

-Aaron

--

Aaron D. Hassinger  
Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20407  
aaron.hassinger@gsa.gov  
(b) (6) (cell)

---

**3 attachments** **FBI HQ - Second Amendment to Assignable Option to Purchase - Greenbelt (Executed 7-26-16).pdf**  
54K **November 2016 Renard Documents.pdf**  
269K **PNR\_- \_RFP\_Section\_A\_-\_INTRODUCTION\_AND\_PROJECT\_OVERVIEW\_\_1-21-16.pdf**  
68K



Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

---

**Greenbelt site - schedule**

---

**(b) (6)** J. <**(b) (6)** wmata.com>

Fri, Oct 14, 2022 at 5:32 PM

To: Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

Cc: "**(b) (6)**" <**(b) (6)** wmata.com>, "**(b) (6)**" <**(b) (6)** wmata.com>

Aaron,

Please see the attached letter in response to your inquiry. Let us know if you have additional questions.

Thanks,

Andy

**Andrew J. Scott**

Senior Real Estate Advisor

Office of Real Estate and Parking

Washington Metropolitan Area Transit Authority

[300 7th Street SW](#)[Washington, DC 20024](#)

O 202-962-1504

C **(b) (6)**

---

 **20221014 Response to GSA inquiry FINAL.pdf**  
251K



Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

---

## GSA Inquiry on Greenbelt Station Parcel for FBI Headquarters

---

Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

Fri, Aug 26, 2022 at 1:41 PM

To: "(b) (6)" &lt;(b) (6)@wmata.com&gt;

Cc: Aimee Whiteman &lt;aimee.whiteman@gsa.gov&gt;, Ivan Swain - WPX &lt;ivan.swain@gsa.gov&gt;, Janey Barrow - WPIA &lt;janey.barrow@gsa.gov&gt;, "(b) (6)" J." &lt;(b) (6)@wmata.com&gt;

Good Afternoon Ms. Price,

Please see the attached letter from the United States General Services Administration.

Should you have any questions, please do not hesitate to contact me at [aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov) or (b) (6)

Sincerely,

Aaron Hassinger

--

Aaron D. Hassinger  
Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20407  
[aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov)  
(b) (6) (cell)

---

### 2 attachments



**Greenbelt Letter 8-26-22.pdf**  
84K



**Greenbelt-Notification letter and Option Agreement\_Renard\_7-29-14\_\$10.pdf**  
453K





Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

---

**matrix**

2 messages

---

(b) (6) J. <(b) (6) wmata.com>  
To: Aaron Hassinger - WPIA <aaron.hassinger@gsa.gov>

Fri, Jul 29, 2022 at 12:52 PM

Aaron,

Thanks for the update. I just checked our files for that matrix you mentioned, describing the parties responsible for delivering infrastructure at Greenbelt. I couldn't find it.

Is there anyway you could share a copy?

Thanks,

A small black rectangular redaction box covering the signature of the sender.

---

**Aaron Hassinger - WPIA** <aaron.hassinger@gsa.gov>  
To: "(b) (6) J." <(b) (6) wmata.com>

Mon, Aug 1, 2022 at 3:51 PM

A small black rectangular redaction box covering the signature of the sender.

(b) (6), i.e. (b) (6) shared this budget document with all the stakeholders in 2016. It includes a responsibility column.

-Aaron

[Quoted text hidden]

--

Aaron D. Hassinger  
Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
1800 F Street, NW  
Washington, DC 20407  
aaron.hassinger@gsa.gov  
 (cell)

---

**Greenbelt Station-Infrastructure Budget12-25-16.xlsx**  
41K



Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

**Re: <External>GSA Inquiry on Greenbelt Station Parcel for FBI Headquarters**

3 messages

**(b) (6)** <**(b) (6)** wmata.com>

Mon, May 16, 2022 at 5:51 PM

To: Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

Cc: Aimee Whiteman &lt;aimee.whiteman@gsa.gov&gt;, Shapour Ebadi &lt;shapour.ebadi@gsa.gov&gt;, Ivan Swain - WPX &lt;ivan.swain@gsa.gov&gt;, Christian Guzzano &lt;christian.guzzano@gsa.gov&gt;

Aaron

I'm sorry your earlier email didn't reach me but we will do our best to respond to this letter as quickly as we can.

**(b) (6)**Get [Outlook for iOS](#)**From:** Aaron Hassinger - WPIA <aaron.hassinger@gsa.gov>**Sent:** Monday, May 16, 2022 5:12 PM**To:** **(b) (6)** <**(b) (6)** wmata.com>**Cc:** Aimee Whiteman <aimee.whiteman@gsa.gov>; Shapour Ebadi <shapour.ebadi@gsa.gov>; Ivan Swain - WPX <ivan.swain@gsa.gov>; Christian Guzzano <christian.guzzano@gsa.gov>**Subject:** <External>GSA Inquiry on Greenbelt Station Parcel for FBI Headquarters**CAUTION:**This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and have verified the authenticity of the message.Good Afternoon Ms. **(b) (6)**,

Please see the attached letter from the United States General Services Administration. I originally sent this email and letter on May 2, but I just learned that I did not have your correct email address. The letter requests a response by May 13, but due to my error a response by Friday, May 27 would be greatly appreciated.

Should you have any questions, please do not hesitate to contact me at [aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov) or **(b) (6)**

Sincerely,

Aaron Hassinger

--

Aaron D. Hassinger  
Project Executive  
Office of Design and Construction  
Public Buildings Service  
National Capital Region  
U.S. General Services Administration  
[1800 F Street, NW](#)  
[Washington, DC 20407](#)  
[aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov)  
**(b) (6)** (cell)

**(b) (6)** <**(b) (6)** wmata.com>

Tue, May 24, 2022 at 6:07 PM

To: Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

Cc: Aimee Whiteman <aimee.whiteman@gsa.gov>, Shapour Ebadi <shapour.ebadi@gsa.gov>, Ivan Swain - WPX <ivan.swain@gsa.gov>, Christian Guzzano <christian.guzzano@gsa.gov>, **(b) (6)** J. <**(b) (6)** wmata.com>

Hi Aaron,

Please find attached WMATA's response to your letter regarding Greenbelt. Please let us know if you have any further questions.

Regards, (b) (6)

(b) (6)

Vice President, Real Estate & Parking

(b) (6) [wmata.com](#)

(b) (6)

[Quoted text hidden]

---

 **220524 WMATA response to GSA Greenbelt letter FINAL.pdf**  
176K

---

**Aaron Hassinger - WPIA** <aaron.hassinger@gsa.gov>

Wed, May 25, 2022 at 8:08 AM

To: (b) (6) <(b) (6)@wmata.com>

Cc: Aimee Whiteman <aimee.whiteman@gsa.gov>, Shapour Ebadi <shapour.ebadi@gsa.gov>, Ivan Swain - WPX <ivan.swain@gsa.gov>, (b) (6) J." <(b) (6)@wmata.com>

Good Morning (b) (6),

Thank you very much for the quick response. We will review the letter and let you know if we have any questions.

Thanks,

-Aaron

[Quoted text hidden]



Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

---

**RE: <External>GSA Inquiry on Greenbelt Station Parcel for FBI Headquarters**

---

**(b) (6)** <**(b) (6)** wmata.com>

Fri, Sep 16, 2022 at 5:18 PM

To: Aaron Hassinger - WPIA &lt;aaron.hassinger@gsa.gov&gt;

Cc: Aimee Whiteman <aimee.whiteman@gsa.gov>, Ivan Swain - WPX <ivan.swain@gsa.gov>, Janey Barrow - WPIA <janey.barrow@gsa.gov>, **(b) (6)** J." <**(b) (6)** wmata.com>

Aaron,

Please find attached WMATA's response to GSA's request for information related to the Greenbelt Metro Station property. Please let us know if you have any questions or would like to discuss further.

Regards, **(b) (6)****(b) (6)**

Vice President, Real Estate &amp; Parking

**(b) (6)** [wmata.com](mailto:wmata.com)

202-713-7117

[Quoted text hidden]

**2022\_09\_16\_WMATA\_GSA\_Response\_FINAL.pdf**  
1059K



Aaron Hassinger - WPIA <aaron.hassinger@gsa.gov>

---

**RE: <External>GSA Inquiry on Greenbelt Station Parcel for FBI Headquarters**

---

**Aaron Hassinger - WPIA** <aaron.hassinger@gsa.gov>

Wed, Sep 28, 2022 at 2:37 PM

To: "(b) (6)" <(b) (6)@wmata.com>

Cc: Aimee Whiteman <aimee.whiteman@gsa.gov>, "(b) (6) J." <(b) (6)@wmata.com>

Good Afternoon Liz,

Please see the attached letter from the United States General Services Administration.

Should you have any questions, please do not hesitate to contact me at [aaron.hassinger@gsa.gov](mailto:aaron.hassinger@gsa.gov) or (b) (6)

Sincerely,

Aaron Hassinger

[Quoted text hidden]

---

 **Greenbelt Response Letter 9-28-22-FINAL.pdf**  
89K



Aaron Hassinger - WPIA <aaron.hassinger@gsa.gov>

---

**RE: <External>GSA Inquiry on Greenbelt Station Parcel for FBI Headquarters**

---

(b) (6) <(b) (6)@wmata.com>

Fri, Oct 7, 2022 at 4:01 PM

To: Aaron Hassinger - WPIA <aaron.hassinger@gsa.gov>

Cc: Aimee Whiteman <aimee.whiteman@gsa.gov>, "(b) (6) J." <(b) (6)@wmata.com>

Aaron,

Please see attached our response to GSA's letter from September 28<sup>th</sup>. Please reach out if you have additional questions.

Regards,

[Quoted text hidden]



---

 **2022\_10\_07\_GSA\_FBI\_response\_FINAL.pdf**  
185K

Name ↑

 16.0606 Greenbelt Station Draft 4D.MP4 

 ADJ Summary GBS Development 11.25.16.pdf 

 AM Peak Hour - Diverted.wmv 

 AM Peak Hour Diverted Queuing Report.pdf 

 BW Traffic - Interim Phase 1B - Plan B.pdf 

 BW Traffic - Phase 3 Construction.pdf 

 BW Traffic - Phase 3 ConstructionwGSASiteOutlined.pdf 

 BW Traffic - Phase 3 ConstructionwGSASiteOutlined.pdf 

 DSP COMBINED SET.pdf 

 Greenbelt Summary Schedule R4.pdf 

 Greenbelt Town Center Prelim Grade Establishments (11-21-16)... 

 Interim Phase 1B - Plan B.PDF 

 LSP COMBINED SET.pdf 

 Phase 1A Interim Bus Loop.pdf 

 Phase 2 & 3 Construction.pdf 

 TCPII COMBINED SET.pdf 

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

**FBI HEADQUARTERS CONSOLIDATION  
REQUEST FOR PROPOSALS  
PHASE II**

**VOLUME 1**

**SECTION A  
INTRODUCTION AND PROJECT OVERVIEW**

**REQUEST FOR PROPOSALS  
PHASE II**



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14

## TABLE OF CONTENTS

<b>A.</b>	<b>INTRODUCTION AND PROJECT OVERVIEW .....</b>	<b>3</b>
<b>A.1</b>	<b>INTRODUCTION .....</b>	<b>3</b>
<b>A.1.1</b>	OVERVIEW	3
<b>A.1.2</b>	PROJECT GOALS AND OBJECTIVES	4
<b>A.2</b>	<b>ACQUISITION APPROACH &amp; TRANSACTION STRUCTURE .....</b>	<b>4</b>
<b>A.2.1</b>	OVERVIEW	4
<b>A.3</b>	<b>SUMMARY OF PROJECT SCOPE .....</b>	<b>4</b>
<b>A.3.1</b>	AVAILABLE SITES	4
<b>A.3.2</b>	MITIGATION MEASURES	5
<b>A.3.3</b>	TRANSPORTATION MITIGATION	5
<b>A.4</b>	<b>SUMMARY OF CONTRACT PERFORMANCE REQUIREMENTS .....</b>	<b>6</b>

**A. INTRODUCTION AND PROJECT OVERVIEW**

**A.1 INTRODUCTION**

This section provides an introduction and overview of Phase II - Request for Proposals (RFP) for the FBI Headquarters Consolidation, including a summary of its contents and provisions.

**A.1.1 OVERVIEW**

The U.S. General Services Administration (GSA) is seeking an Exchange Partner (EP) to develop, design, construct, and deliver a consolidated headquarters facility of up to approximately 2.1 million rentable square feet (the Project) for the U.S. Federal Bureau of Investigation (FBI), and to receive in exchange the J. Edgar Hoover building and related site (JEH), together with other consideration.

The FBI's personnel are currently housed in JEH and multiple leased locations in the National Capital Region. The proposed project will consolidate these locations into a new FBI Headquarters that will house approximately 11,000 personnel.

This document represents Phase II of a two-phase RFP process. During Phase I, the Government selected a short list of no more than five Offerors to compete in Phase II.

This RFP sets forth requirements for Phase II proposals for the selection of an EP to design and construct the Project described in the RFP Documents, including Attachment C. Proposals conforming to the RFP requirements will be evaluated in accordance with this RFP. Included as Attachment C to this RFP is the Design Build Exchange Agreement (DBEA or Contract), which shall include Design Build provisions that the successful Offeror will be expected and required to execute. Neither the RFP nor any part of an Offeror's proposal shall be part of the Contract except to the extent expressly incorporated therein.

Where used throughout the RFP and supporting documentation, the United States of America, acting by and through the Administrator of General Services is the Owner of the Project and referred to as the "Government". The EP is the "Offeror" or "Developer" and is the entity contracting with GSA to deliver the Project. The "Offeror's Team" or "Developer's Team" means the design, construction, and other entities contracted by the EP for the execution of the Project. The FBI is the Tenant Agency occupying the new facility and may be referred to as the "Tenant Agency" or "End User" throughout the text.

The Phase II Request for Proposals (RFP) includes the following Sections and Attachments, incorporated herein by reference:

**Sections**

- A. INTRODUCTION AND PROJECT OVERVIEW
- B. PROPOSAL CONTENT & SUBMISSION REQUIREMENTS
- C. OFFER EVALUATION AND SELECTION PROCEDURES
- D. SOLICITATION PROVISIONS

**Attachments**

- A. SITE SUPPLEMENTAL INFORMATION
- B. SCHEDULE OF PRICING FORMS B-1 through B-7
  - ATTACHMENT B-1 TOTAL EVALUATED COST
  - ATTACHMENT B-2 PROJECT BUDGET SUMMARY FORM
  - ATTACHMENT B-3 PROJECT BUDGET SUMMARY BREAKDOWN
  - ATTACHMENT B-4 SLIDING SCALE MARKUP STRUCTURE/UNIT PRICE FOR TIME EXTENSION
  - ATTACHMENT B-5 DEVELOPER, A/E & CONSULTANTS, GC/CM UNIT RATES

1 ATTACHMENT B-6 GC/CM SERVICES  
2 ATTACHMENT B-7 DEVELOPER SERVICES  
3

4 C. DESIGN BUILD EXCHANGE AGREEMENT (with Exhibits)  
5

6 **A.1.2 PROJECT GOALS AND OBJECTIVES**  
7

8 The Project Goals and Objectives are set forth in detail in Exhibit H to the Contract, in Chapter 2 of the POR  
9 entitled: "Project Goals and Objectives". These goals and objectives are provided to guide Offerors in  
10 responding to this RFP and will provide a framework for the Government's technical evaluation of Offerors'  
11 Phase II submissions.  
12

13 **A.2 ACQUISITION APPROACH & TRANSACTION STRUCTURE**  
14

15 This section summarizes the Government's approach to acquiring a new FBI Headquarters and the envisioned  
16 transaction structure.  
17

18 **A.2.1 OVERVIEW**  
19

20 The transaction will be structured as a series of firm fixed-price design phases, a firm fixed-price construction  
21 phase (including facility commissioning and FF&E procurement, installation and coordination), and optional  
22 O&M services, all as described in the Contract. An exchange of fee simple title to JEH will occur as partial  
23 consideration for the new, consolidated FBI Headquarters of up to approximately 2.1 million rentable square  
24 feet. As part of this procurement, Offerors are required, among other things, to establish the credit they will  
25 contribute toward the cost of the consolidated FBI Headquarters in exchange for JEH. It is the Government's  
26 intent that this credit will be utilized toward the end of construction of the consolidated FBI Headquarters facility  
27 prior to substantial completion and payment of the Developer's profit or incentives. It is also the Government's  
28 intent to make regular progress payments to the Contractor during the construction phase of the project up to a  
29 defined Government contribution amount, as described and set forth in the Contract. Developer's Profit will be  
30 excluded from any progress payments, and only paid to the Contractor upon acceptance by the Government of  
31 the new facility as substantially complete. However, as an incentive to meet certain goals and objectives during  
32 construction, and as defined in the Contract, the developer will have the ability to obtain up to 50% of its profit  
33 as an early profit payment during construction.  
34

35 The Government intends to award a contract to the Offeror whose proposal in response to the RFP conforms to  
36 or exceeds the requirements of the RFP and is considered to be most advantageous to the Government in  
37 accordance with the technical factors set forth in the RFP and with the combination of technical factors being  
38 considered approximately equal in weight to price. The Title to JEH will not transfer to the Awardee until the  
39 Government accepts the new FBI Headquarters facility as substantially complete, and otherwise as provided in  
40 the Contract.  
41

42 **A.3 SUMMARY OF PROJECT SCOPE**  
43

44 This section summarizes the three sites available to house the new FBI Headquarters as well as mitigation,  
45 which must be provided on each site.  
46

47 **A.3.1 AVAILABLE SITES**  
48

49 The Government has identified three sites as the potential location for the new FBI Headquarters:

- 50 • A Government owned property in Springfield, VA (the Springfield site);
- 51 • A WMATA owned parcel adjacent to the Greenbelt Metro station, controlled by the Government via  
52 an assignable purchase option agreement through September 30, 2017 (the Greenbelt site); and
- 53 • A privately owned property, formerly the site of Landover Mall, controlled by the Government via an  
54 assignable purchase option agreement through September 30, 2017 (the Landover site).  
55

1 Refer to the Site Supplemental Information and Supporting Documents for detailed information on all three  
2 sites. The Draft Environmental Impact Statement (Draft EIS), released to the public on November 6, 2015, also  
3 includes important site information, potential site plans and a detailed Transportation Impact Analysis (TIA)  
4 including proposed mitigation measures anticipated as part of the Project.

### 5 6 **A.3.2 MITIGATION MEASURES**

7  
8 The selected Offeror shall be responsible for mitigating impacts to all resources ("Mitigation Measures")  
9 identified in the Draft EIS required for the development of the new FBI Headquarters. If an Offeror proposes  
10 mitigation measures that are different from those identified in the Draft EIS ("Alternative Mitigation Measures"),  
11 then the Offeror shall provide detailed descriptions of the Alternative Mitigation Measures it seeks to provide  
12 and analyses to establish that the Alternative Mitigation Measures are consistent with the impacts reflected in  
13 the Draft EIS. Pursuant to identifying the Alternative Mitigation Measures and any new Mitigation Measures  
14 related to the Transportation Mitigation as described below, the Offeror is responsible for coordinating with the  
15 local jurisdictions on all of its analysis and proposed mitigation for all resources impacted by the Project. Offers  
16 must include substantiation of coordination and jurisdictional comments.

17  
18 The selected Offeror will also be responsible for the infrastructure improvements (i.e. construction of any road  
19 improvements to support entrances and exits) located off-site and identified as part of the Site Alternatives in  
20 the Draft EIS ("Off-site Construction") as well as for the off-site infrastructure improvement costs identified in the  
21 Contract and required for development of the new FBI Headquarters. Any information on costs as well as any  
22 Off-site Construction or Mitigation Measures are provided to Offerors solely for informational purposes. Offerors  
23 should not, and are not entitled to rely upon, the Government's cost estimates or its identification as to what  
24 offsite infrastructure and mitigation measures are anticipated.

25  
26 As otherwise provided in this RFP, Offerors may submit only one proposal for any site (with an alternate related  
27 to a Project Labor Agreement (PLA), as described later in Sections B and C of this RFP), but Offerors may  
28 submit a single proposal for one, two, or each of the three identified sites. Offerors may not submit a proposal  
29 for any site other than the three sites identified herein. Award under this procurement will be site specific  
30 pursuant to the site identified in the winning Offeror's proposal, and the selected Offeror's Budget will be  
31 responsible for identifying all costs related to the performance of all work identified in the Contract for the  
32 identified site.

### 33 34 **A.3.3 TRANSPORTATION MITIGATION**

35  
36 The proposed parking numbers and model splits for each site are enclosed in Exhibit H of the DBEA. Following  
37 the issuance of this RFP, the Offerors will be provided the Government's transportation model, which includes  
38 the assumptions, background information and proposed distribution for the TIA that was included in the Draft  
39 EIS. The Government anticipates updating the traffic analysis to reflect revised parking requirements and  
40 model assumptions developed since issuance of the Draft EIS, and will provide the updated analysis to the  
41 Offerors. This analysis will include a technical report outlining Modified Build Condition impacts based on the  
42 updated analysis. Anticipated results would include the identification of intersection and/or interstate facilities  
43 that would fail or would continue to fail under these conditions even with the Draft EIS mitigation implemented.

44  
45 The Offeror is required to identify and mitigate any additional traffic impacts remaining as a result of the  
46 changes in requirements and assumptions. The Government encourages creative solutions to mitigate impacts  
47 in place of or beyond what has already been considered. The Offeror's proposed alternative or additional  
48 mitigation measures must also be acceptable to the Government and incorporated in the Final EIS before  
49 becoming the required Mitigation Measures. As part of the Government's evaluation, the Government will be  
50 verifying the adequacy of the proposed mitigation plan. The Offeror is required to submit a TIA, comparable to  
51 the Draft EIS, that contains each proposed mitigation, at the level of detail included in the Draft EIS and  
52 associated TIA. The Final EIS will include the updated TIA and the Offeror's proposed Mitigation Measures. The  
53 Record of Decision will include the Government's commitment to the Mitigation Measures, which will also be  
54 included in the Contract as a performance obligation of the Developer.

1 **A.4 SUMMARY OF CONTRACT PERFORMANCE REQUIREMENTS**

2

3 The Contract and its exhibits set forth the entire agreement between the Government and the Developer, and  
4 their rights, responsibilities, and obligations with respect to the design and construction of the new FBI  
5 Headquarters, the conveyance of JEH, and the other work described therein. The Contract will, upon award,  
6 include all of the specifications and standards applicable to the project, the documents incorporated by  
7 reference, the pricing, the project schedule, and the terms and conditions for the exchange of JEH.



National Capital Region

VIA E-MAIL

Ms. (b) (6)  
Vice President, Real Estate and Parking  
Washington Metropolitan Area Transit Authority (WMATA)  
600 5th Street, NW  
Washington, DC 20001  
(b) (6)@wmata.com

Subject: Greenbelt Station Parcel for FBI Headquarters

Dear Ms. (b) (6):

My name is Aaron Hassinger, and I am the United States General Services Administration's (GSA) Project Executive for the Federal Bureau of Investigation (FBI) Headquarters relocation program. The recently signed Fiscal Year 2022 Federal Omnibus Appropriations Act requires GSA to brief Congress regarding the viability of the three previously considered FBI headquarters sites, including the Greenbelt Metro Station site, which consists of approximately 61 acres owned by the Washington Metropolitan Area Transit Authority (WMATA) and the State of Maryland.

GSA's viability assessment is a preliminary analysis to determine the current status of the three previously short-listed sites (Greenbelt, Maryland; Landover, Maryland; and Springfield, Virginia). WMATA's timely and accurate responses to the following questions will assist GSA in briefing Congress in mid-June.

1. Is the parcel previously identified for the FBI headquarters currently available? *(Available meaning under WMATA control and ownership, and not encumbered by any other agreements, pending sales, or legal arrangement.)*
2. Will WMATA entertain selling the previously identified parcel to GSA? *(Sale only upon negotiations and agreement of terms.)*
3. Previously, WMATA had a Joint Development Agreement (JDA) with Renard Development Company, LLC for the Greenbelt site. Is that JDA still in place?
  - a. If so, can you provide any new details on the agreement?
  - b. If not, would WMATA's approach be to solicit a new JDA for the Greenbelt site or to negotiate directly with GSA?

**U.S. General Services Administration**  
1800 F Street, NW  
Washington, DC 20405-0002  
[www.gsa.gov](http://www.gsa.gov)

2

- c. If WMATA decides to solicit a new JDA, what is a general timeline for those solicitations?

While seemingly limited, accurate and timely responses to these questions will enable GSA to brief Congress regarding the site's viability. If the Greenbelt site is viable, GSA anticipates moving to the site selection phase with the other remaining viable sites, if any.

GSA is required to provide a briefing on site viability to Congress by mid-June, so a timely WMATA response by Friday, May 13, 2022, is greatly appreciated.

Should you have any questions, please do not hesitate to contact me at aaron.hassinger@gsa.gov or (b) (6)

Sincerely,

DocuSigned by:  
(b) (6)  
0A353B73FC094D4...

Aaron Hassinger  
GSA Project Executive