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Mr. Kevin Brandt, Superintendent
C&O Canal National Historical Park
1850 Dual Highway, Suite 100
Hagerstown, Maryland 21740-6620

Re: Georgetown University Boathouse Environmental Assessment

Dear Mr. Brandt:

The purpose of this letter is to demonstrate that the proposed land exchange between the National Park Service and Georgetown University is not a swap, but a governmental giveaway to a private entity at the expense of the public.

In this case, Park Service proposes to exchange a 1.09 acre of the C&O Canal National Historical Park in the vicinity of Key Bridge (Tract 102-114) for a 1.09 acre parcel of land approximately a mile upstream from Key Bridge owned by Georgetown University (Tract 102-109). The stated purpose of this land exchange is to allow the Park Service to acquire and protect Georgetown University's upstream property and to allow the University to gain a location near Key Bridge to build a collegiate boathouse for its exclusive use.

On January 12, 2005, along with 15 interested persons, I participated in a site visit to the waterfront area including the upriver property owned by Georgetown University. The University's parcel is located within the C&O Canal National Historical Park about a mile upriver from Key Bridge. It lies about 15 ft. below and south of the Capital Crescent Trail (CCT), and is essentially a narrow rectangular strip of land. The side of the property that borders the CCT is offset from the edge of the paved surface of the CCT by approximately 20 ft. and has a length of 1,066 ft. along the southern edge of the CCT property. The opposite side, toward the river, has a length of 1,076 ft. of which only one-third actually has river frontage. The width of the property is a few inches less than 45 ft. Because of the 15-ft. steep cliff along the CCT side of the tract, there is a protective fence for the safety of users of the CCT. This parcel also appears to be marshy, soft underfoot and susceptible to flooding. The University also owns a 15-ft. wide easement from the entrance of the CCT near Key Bridge to the upstream parcel, over which there has been superimposed a 10-ft. wide paved surface for bicycle and pedestrian use. This easement terminates at the downstream or eastern boundary of the Tract.

I believe it is appropriate to note at this point that although the Park Service knows the dimensions of Georgetown University's upstream parcel, they are not disclosed in the EA. I submit that the reason for this nondisclosure of a detailed description of the property is that it would reveal that this parcel is unsuitable for anything other than to be incorporated into the C&O Canal National Historical Park.

Our inspection of Tract 102-109 confirmed that this parcel, because of its topography and marginal access, is unbuildable. The site inspection also made it abundantly clear that there was insufficient room for a turnabout for emergency vehicles as well as boat trailers designed to transport 8-oar shells that are about 60-ft. in length. As previously stated, because of the 15-ft. width of the easement, access to this property is at best marginal. Obviously, there are many places along the easement where vehicles could not pass each other in opposite directions.

Even Georgetown University concedes that its upriver parcel is unsuitable for the construction of a boathouse. When the University acquired this property, it actually considered the possibility of locating its boathouse at this site. In this connection, the University had some sketches made for a possible boathouse at this location. It further explored the requirement of running power and utility lines, as well as water and sewage lines, under the easement. However, because of the staggering cost associated with this matter, the University concluded that this site for a boathouse wouldn't work and gave up the project.

In 1999, the Park Service selected an appraiser to assess the two sites considered for the proposed land exchange. This appraiser concluded that the University's upstream parcel was unbuildable because of its topography and marginal access. He determined that the property's highest and best use is for incorporation into the C&O Canal Park, in which it is already located. This appraisal was not approved by the Park Service staff, because, *inter alia*, the "appraiser's determination of the property's highest and best use was based solely on his opinion, and was not substantiated by supplemental information," whatever the latter phrase means. NPS Staff Report to IG, 12/23/04. Of course, an appraisal is but an educated opinion based on the appraiser's education, training and expertise. The staff also allegedly questioned the "methodologies" employed by the appraiser. *Id.* This appraisal was rejected by the Park Service and the contract with the appraiser terminated. Based on our inspection of Tract 102-109 during our site visit, and the description of the property set forth above, the Park Service rejected this appraisal because it simply didn't like the conclusions reached by the appraiser. In other words, if you don't like the message, kill the messenger.

It is beyond peradventure that the values of the two properties are not even remotely, let alone "approximately" equal. While Tract 102-114 would allow for construction, Tract 102-109, because of its topography and marginal access, is unbuildable. Moreover, the values of the two properties cannot be equalized by payment of cash for the following reasons. Because of its location approximately a mile upriver from Key Bridge, the University's parcel is effectively now part of the C&O Canal National Historical Park. Hence, there is no public need for the Park Service to acquire this property and its protection is assured by its location within the Park. Also, since the

University's parcel is unbuildable, it is, as a site for a boathouse, worthless to the University. In these circumstances, the public gets nothing from this so called land exchange. Thus, a cash payment would in effect be a "sale" rather than an equalization of values. For these reasons, this proposed land "exchange" is legally untenable.

In the EA, at II-17, the Park Service contends that adoption of the "No Action" alternative would result in the following consequences: (1) since Georgetown University would retain ownership of its upstream parcel along with the 15-ft. wide easement, it could pursue the construction of a boathouse at this site; (2) the site could be developed for uses permitted under the existing C-M-1 zoning which allows for commercial and light manufacturing; and (3) there would be an adverse impact to the historic incline plane allegedly located on the property. All three contentions are bogus.

In support of the threat to build its boathouse on the upstream parcel, the Park Service claims that a "feasibility study" for a boathouse was prepared by McKissack and McKissack, Architects-Engineers. I am advised that contrary to this assertion, there is no feasibility study but just a couple of rough sketches which have been reproduced in the EA at II-19. If the Park Service has a feasibility study, it had a duty to reproduce it in the EA at least as an Appendix. The failure to do so raises serious questions as to the integrity of the EA. I have even had from a reliable source that an official of Georgetown University during the Open House for the EA on May 23 stated that there is no feasibility study. I further understand that in response to a FOIA request, the requestor was informed that there is no feasibility study. Clearly, the Park Service owes us an explanation. With respect to the sketch, Figure 2-10, it gives little in actual dimensions, only that it is "narrow and long," and it appears to steal some 600 to 800 ft. of the Capital Crescent Trail for access to the site. Since a boathouse at this location would require electrical power as well as water and sewage lines, the cost would obviously be astronomical.

Although the upstream parcel is zoned C-M-1, I submit that no developer would touch this property for most of the reasons the University abandoned early on any plans to build a boathouse there. First of all, the location is totally isolated – one mile from Key Bridge and completely surrounded by either the river or the C&O Canal Park. Second, the cost to provide water, sewage and electrical power to the site one mile from a source would be prohibitive. Third, the topography and marginal access to the site also rule out this property for development. Fourth, the sheer dimensions-roughly 1,065 ft. by 45 ft.-rule out either commercial or light manufacturing development. And fifth, since the parcel is in the 100 year Flood Plain, I doubt a developer could obtain a building permit.

It is not my intention to debunk a legitimate claim of historic significance on a property, but the claim here is phony. The incline plane, completed in 1876, was destroyed along with miles of the Canal in 1889. According to the interpretive sign erected by the Park Service in the C&O Canal towpath, only a few "granite slabs and bits of iron are all that remain of the . . . incline plane." While a few of these granite slabs are visible from the Capital Crescent Trail, they are located north of the Trail and not on Georgetown University's property, which lies south of the Trail. I am also informed that what remained of the incline plane when the railway line was pushed through this

area was totally destroyed. The Park Service has made no effort to catalogue these so-called historic remnants or to provide any long-range plans to make these remnants visible for the edification of the public. But most important, and to reiterate, it appears that these remnants are not on the University's property. However, if there are any remnants south of the Capital Crescent Trail and on the University's property, no effort has been made by the Park Service to make them even visibly available to the public. The entire area is overgrown with dense vegetation. I believe a properly guided site visit would substantiate this position.

In conclusion, I am at a loss to understand how the National Park Service, the guardian of our parklands, could even entertain this proposed "exchange" in which the public interest is so ignored.

Very truly yours,

Robert B. Norris