May 19/June 5/June 19, 2003

Testimony

Robert Johnston
4621 N. 37th St.
Arlington, VA 22207
703-532-0393

Re: Case 02-30 and 02-31

Good Evening. My name is Robert Johnston and I have been a member of the Washington Canoe Club for 13 years. During that time I have served on the Board of the Club as well as the Board of USA Canoe/Kayak the governing group for the US Olympic Canoe and Kayak Teams.

Quoting from the National Park Service's web page in describing the natural resources setting for the Washington Canoe Club, The C & O Canal and the Capital Crescent Trail:

"Many of the park's (Chesapeake & Ohio Canal National Historical Park) three million annual visitors come here to enjoy the outdoors, access the river, hike and bike, job, ride horses and observe wildlife. **The natural resources provide scenery and backdrop to our daily lives.**"

C & O Natural Resources, National Park Service WebPages on the C & O Canal

The scenery and backdrop to our daily lives: For three million visitors the entrance to the park will be forever altered if the proposed Georgetown University Boathouse is built on the re-zoned parkland. The "scenery and backdrop to our daily lives" will become a 60-foot high, 300-foot long building that obstructs views from Washington of the river and dominate the view from the Virginia side to the District. Like shoes that are too large, the proposed boathouse, in the proposed land is the most egregious sort of fitting error.

How did such a fitting error occur? Size restrictions and more thought to the impact of any boathouse construction were considered in 1997-98 when the Memorandum of Agreement was signed by the C & O Canal National Historical Park, Advisory Council on Historic Preservation, National Capital Region, National Park Service and the State Historic Preservation Officer. They agreed to the stipulation "…. That the (boathouse) facilities footprint or aggregate footprints are not more than 15,000 square feet for a building raising no more than 40 feet above grade.

This building, as designed and proposed, is in violation of this agreement. It does not meet these stipulations. All parties entered into the memorandum of agreement knowing that a boathouse would be built on the property. Who loses because of this carelessness? The public will be the biggest loser. The District's gateway to the Potomac River Gorge will become another overdeveloped area. A view of the Potomac River from the towpath and the Capital Crescent trail--gone. Future users of the Towpath and the Trail will be

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greeted by blocked river views, increased asphalt and service vehicles. Without an accurate environmental impact statement it is not possible to determine what additional damage will occur.

Finally there is no firm parking or traffic plan in place. At minimum the use of any building in this space needs to be looked at with a realistic view toward vehicle and service needs and not mere speculation. I would urge the Commission to request a full study on the effect of any proposed building in terms of vehicle needs based upon the rapidly changing nature of K Street.

I urge the DC Commission to deny the request to build this boathouse and to request a complete reassessment of the Section 106 process in this case. Such a review should include a boathouse design that meets the requirements of the original Memorandum of Agreement of six years ago.

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

OCT 19 1998

Douglas Faris
Superintendent
C&O Canal National Historical Park
National Park Service
P.O. Box 4
Sharpsburg, MD 21782

REF: Transfer of Land for Boathouse
C&O Canal National Historical Park
District of Columbia

Dear Mr. Faris:

Enclosed is your copy of the fully executed Memorandum of Agreement for the referenced project. By carrying out the terms of the Agreement, you will have fulfilled your responsibilities under Section 106 of the National Historic Preservation Act and the Council's regulations. The original Agreement will remain on file at our office.

Thank you for your cooperation.

Sincerely,

Martha Catlin
Office of Planning and Review

MEMORANDUM OF AGREEMENT

WHEREAS, the National Park Service proposes to enter an agreement which may lead to the transfer of property located within the boundaries of the C&O Canal National Historical Park (C&O Canal) to Georgetown University (the University), for use as a site for a non-motorized recreational boathouse, in exchange for which the National Park Service shall receive an undeveloped parcel of property which is owned by the University and located within an undeveloped area of the C&O Canal; and

WHEREAS, the National Park Service's acquisition of this undeveloped property, which is located in a pristine area of the Potomac Palisades, furthers National Park Service goals; and

WHEREAS, longstanding National Park Service studies identify the property proposed to be transferred to the University in this exchange as a potential site for a non-motorized recreational boathouse; and

WHEREAS, the National Park Service intends that the proposed property to be transferred to the University only be developed with a non-motorized recreational boathouse of a certain style and size and a specific landscape design; and

WHEREAS, the proposed property to be transferred to the University is located on the Georgetown Waterfront and identified as Element 14 of the Georgetown Waterfront Master Plan, and is adjacent to property contained on the National Register of Historic Places; and

WHEREAS, the D.C. State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (the Council) have approved the Georgetown Waterfront Master Plan; and

WHEREAS, the National Park Service has consulted with the District of Columbia SHPO and the Council pursuant to the regulations (36 C.F.R. Part 800 (1996)), implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f (1994)) concerning this undertaking which is the agreement and the possible exchange of real property; and

WHEREAS, the District of Columbia Historic Preservation Review Board determined at its October 26, 1995, meeting that the proposed land exchange may have a potential for an adverse effect on historic properties; and

WHEREAS, the National Park Service seeks to avoid any potential adverse effects on any historic properties which could result from this undertaking,

NOW THEREFORE, to address the potential effect on historic properties by this undertaking which is the agreement and proposed land exchange, the National Park Service, the District of Columbia SHPO, and the Council enter this Memorandum of Agreement, agreeing, in accordance with 36 C.F.R. § 800.6(a)(1)(i) (1996), that the undertaking be with the following stipulations:

STIPULATIONS

1. The above-described agreement between the National Park Service and the University which may result in a land exchange shall contain the following provisions concerning the parcel that the University would receive:

a. Design requirements that the appearance of any facility on this site, be generally consistent with that of either "Boathouse Row" on the Schuylkill River, in Philadelphia, Pennsylvania, or those of Northeastern University (excluding size as this facility will be larger); that the facility's footprint or aggregate footprints are not more than 15,000 square feet for a building rising no more than 40 feet above grade.

b. That approval by the Commission of Fine Arts, the National Capital Planning Commission, District of Columbia Zoning Commission, the District of Columbia Historic Preservation Review Board, and other authorities (the Authorities), if within the jurisdiction of such Authorities, of a zoning classification to permit such use of the site for non-motorized boating and ancillary recreational uses and of the design of the boathouse facilities to be constructed will be necessary in order to allow the University to make such use of this site, and that the University must obtain such zoning and other approvals as may be required for this specific development and use of the site.

c. That prior to submitting the designs to the Authorities for approval, the University shall obtain the approval of the National Park Service of such design.

d. That the National Park Service and the University shall work cooperatively, reasonably, and in good faith to adopt both a boathouse design and landscaping scheme agreeable to both.

2. The deed for the property transferred to the University shall contain similar restrictions and conditions pertaining to the use of the site.

3. The agreement and the deeds shall be recorded in the lands records for the District of Columbia.

4. That disputes arising pursuant to this Memorandum of Agreement shall be resolved as follows:

a. Should any party to this Memorandum of Agreement object within thirty (30) days after receipt, to documents relating to the undertaking which is the agreement between the National Park Service and possible exchange of real property, which are provided for review pursuant to this Memorandum of Agreement, or to the manner in which this Memorandum of Agreement is being implemented, the National Park Service shall consult with the objecting party to resolve the objection. If the National Park Service determines that the objection cannot be resolved, the National Park Service shall forward all pertinent documentation to the Council. Within thirty (30) days after receipt of this documentation, the Council shall either:

(1) provide recommendations to the National Park Service, which the National Park Service shall take into account in reaching a final decision regarding the dispute; or

(2) notify the National Park Service that it will comment pursuant to 36 C.F.R. § 800.6(b)(1996). Any Council comment provided in this context, in reference to the subject of the dispute, will be taken into account by the National Park Service in accord with 36 C.F.R. § 800.6(c)(2)(1996);

Any Council recommendation or comment will be understood to pertain only to the subject of the dispute; the National Park Service's responsibility to carryout all actions under this Memorandum of Agreement that are not the subject of the dispute shall remain unchanged.

EFFECT OF THIS AGREEMENT

Execution of this Memorandum of Agreement evidences that the National Park Service has afforded the Council an opportunity to comment on the undertaking which is the agreement and the proposed land exchange between the National Park Service and the University, such land exchange possibly leading to the University developing the property it receives for a non-motorized recreational boathouse, and on this land exchange's effects on historic properties, and that the National Park Service has taken into account the effects of the undertaking on historic properties.

This Memorandum of Agreement is effective on the date of the last signature affixed here

Douglas D. Faris — Date 8/20/97
Superintendent
C&O Canal National Historical Park

Terry R. Carlstrom — Date 8-15-97
ACTING Regional Director
National Park Service, National Capital Region

State Historic Preservation Officer — Date
District of Columbia

John M. Fowler — Date 10/15/97
Executive Director
Advisory Council on Historic Preservation