



Old Dominion Boat Club

Organized 1880

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October 11, 2013

Honorable Mayor William D. Euille
City of Alexandria, Virginia
301 King Street, Suite 2300
Alexandria, Virginia 22314

Dear Mayor Euille:

Attached please find the ODBC's response to Mayor Euille's letter of June 14, 2013.

By way of background we would note that this discussion begins from the premise that the land at issue -- particularly the parking lot, boat yard, and boat ramp -- belongs to the ODBC. The Club spent a great deal of time and treasure successfully defending them against 30 years of federal litigation, finally ending in 2011, so we hope the City and the Alexandria community understand that any "negotiation" whatsoever will actually represent loss of ODBC rights and real estate.

We also want to point out that the City directly benefited from ODBC's arguments in that federal litigation. The Courts' acceptance of ODBC's position on riparian rights led directly to dismissal of the federal claims to the tracts now owned by the City south of Prince Street.

The discussions between the City and the ODBC have been frustrating to both parties. However, we would point out that it overdramatizes the matter to state that the parties have suffered through "eight years of intensive and drawn out negotiations." In fact the negotiations have been on and off, with significant periods of no contact, to include the parties' efforts in litigation regarding several disputes at various levels of state and federal courts.

ODBC previously agreed and agrees now that the Mayor's nine points set the framework for the substantive issues to be resolved. That, however, was the extent of any previous agreement between the parties. Both ODBC and the City have always understood that final agreement on exact outcomes would require formal consideration of a package deal by each party's larger constituencies, City Council and the ODBC

membership. The ODBC believes that an agreement on all outstanding issues between it and the city should be the desired goal and that any agreement between the city and the ODBC board of Governors must be ratified by the ODBC membership.

What follows are those nine points, as set forth by the Mayor, interlineated with ODBC's responses.

1) Wales Alley and The Strand should remain public thoroughfares with the City determining the traffic and other usage regulations, and ODBC having the same rights, restrictions and privileges as established for the general public.

ODBC requires unrestricted access to its parking lot for the safe and convenient transport of large trailered boats, as well as to ensure permanent ingress and egress to its parking lot by its members' passenger cars. These have been ODBC's practices for the nearly 80 years since it purchased the parking lot parcel in 1935. The City's recent history and future plans demonstrate that streets, roads, and alleys are repurposed for non-vehicular use, or limited to one-way passage, with an unpredictability that ODBC cannot abide. Accordingly, ODBC takes the position that, after more than three years of litigation, the imminent Virginia Supreme Court decision in the case involving the ODBC easement in Wales Alley, should decide the rights of the parties.

2) ODBC's parking lot will have ingress and egress maintained onto The Strand which will remain connected to the City's street network, with the City maintaining its rights in regard to establishing traffic and usage regulations.

This represents the current status quo, and is acceptable to ODBC. ODBC will grant to the City at no cost a vehicular access easement over the portion of The Strand within its deed description, to the west of the current parking lot fence. As the City is aware, ODBC has continuously asserted its rights to this area by closing it to public passage on an annual basis.

3) The City would prefer to acquire the parking spaces on The Strand from ODBC in fee and would expect to pay market value for title to those spaces.

ODBC is willing to grant the City a long-term lease to the described parking spaces, at a nominal cost. This matter may be subject to further negotiation following the issuance of the Supreme Court of Virginia's opinion in the Wales Alley litigation.

4) ODBC's entire parking lot would be improved, with the necessary re-grading of the ODBC lot undertaken and flood control structures constructed along the perimeter of the ODBC parking lot in a manner to

be engineered in conjunction with the overall flood mitigation measures to be implemented in the Waterfront Plan area.

This is acceptable in concept to ODBC, but this description of the project is too vague to fully consider or agree to. ODBC supports flood mitigation efforts along the waterfront, but maintaining its members' ability to park when visiting the club, and make use of the boat ramp, as they have done on the Alexandria waterfront for 80 years, are paramount concerns. ODBC looks forward to discussing specific mitigation measures the City has in mind.

5) The current ODBC lot will be changed to about a footprint of approximately 11,500 square feet and reoriented so that public access can occur along the Potomac River and a public plaza can be constructed on The Strand side of the ODBC parking lot. Boat storage would be moved off of the ODBC parking lot to an off-site storage facility.

ODBC is willing to dedicate to the City in permanent pedestrian easement a 25 foot wide area on the western edge of its parking lot, to link Waterfront Park directly with the area in between #1 and #2 King Street. This compromise position will nearly achieve the City's goal of a continuous public walkway along the waterfront. ODBC's boat yard and boat ramp have been integral to the operation of the ODBC for the nearly 80 years it has owned its parking lot, and the concept of, a public pedestrian walkway through it raises insurmountable logistical and liability issues concerning the use of the boat yard and ramp.

We believe 25 feet is wider than nearly any other sidewalk or walkway in the City, and in fact wide enough to give the sense of a mini-plaza at that location if the City desires. Further, since the Waterfront Plan calls for no public walkway in front of the ODBC clubhouse, this proposed walkway will create a straight-line between Waterfront Park and the Torpedo Factory that will feel natural to pedestrians.

The City will quitclaim any interest in all land within the ODBC's current fenceline, the western portion of which will then be returned to the City in pedestrian easement along The Strand as provided above.

For centuries Alexandria has been a port city with an important maritime history, as illustrated in pictures and narrative throughout the Waterfront Plan. The presence of ODBC's members' boats has been perfectly compatible with that history since 1929, as was the ferry terminal for decades before that. The lot will become more aesthetically pleasing to the public through the replacement of the chain link fence as otherwise provided in this letter, while continuing to serve the legitimate needs of its private owner, ODBC.

Further, this proposal saves the City a substantial acquisition cost that would be the purchase price of all but 11,500 square feet of the parking lot.

6) ODBC will allow to occur, and will participate in, the repairs to the storm sewers to reduce the number and severity of flooding incidents.

As described in #4, above, this is acceptable to ODBC. If financial contributions are expected from ODBC, this aspect will be subject to further negotiation.

7) In conjunction with the construction of other adjacent public improvements, the chain link fence will be removed and new appropriate fencing installed along the perimeter of the parking lot, potentially incorporating flood prevention features as part of fence design. Any proposed fence will need the approval of the Old and Historic Board of Architectural Review.

This is acceptable to ODBC. The sole purpose of the existing fence has always been to provide security for its members' vehicles and personal property, a concern that any private citizen can understand. As for the appearance of the existing fence, a portion of which was erected by the City in 1979, the City may recall that ODBC attempted to submit plans for a more attractive replacement a number of years ago, during the pendency of the federal litigation, and again more recently, was rebuffed. ODBC will be responsible for designing the replacement fence, securing BAR approval, construction of the approved fence, and all expenses associated with the above. ODBC will be pleased to contribute aesthetic improvements for the benefit of the Alexandria community.

8) Changes in ownership of land and all transfers between the City and ODBC shall be fee simple in nature so to make land ownership clearer for all in the future. ODBC can use the existing ODBC parking lot configuration until such time as construction of the public improvements, fence and parking lot improvements is ready to commence.

Changes to the ODBC or City interests in each piece of land contemplated are described in these paragraphs. Easements are appropriate in many cases, and are a time-tested form of property interest between landowners in Virginia, including the City, which both grants and receives them frequently.

In previous negotiations, the parties had worked out the details of valuation of ODBC's unified tracts in any future condemnation by the City. We could return to that language as we resolve final issues of any land exchange.

9) Appropriate landscape and hardscape treatment shall be used in all public space areas in keeping with the City's goal of a first-class design and appearance of the Waterfront areas, including the land between #1 [sic] and #2 King Street.

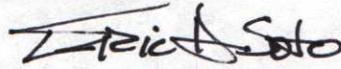
As has been previously pointed out to City representatives, ODBC believes that it is the owner of the area between its clubhouse parcel and parking lot parcel, for the reasons set forth in its Bill for Injunction, Chancery #10643, filed on June 27, 1979 and

pending in the Alexandria Circuit Court. Additionally, as an abandoned highway, ownership of the area has reverted to ODBC as the holder of adjacent property on both sides. However, ODBC is willing to quitclaim the entirety of that fast land to the City (reserving the riparian rights affirmed by the now-concluded federal litigation) in exchange for a pedestrian easement which connects its two parcels across the area. Subject to that easement, the City may reprogram the area as it sees fit.

The ODBC would be honored for its flagpole and anchor remain as testament to its more than a century of participation in and contributions to the Alexandria community, or, ODBC will remove those items and replace them on its own land.

This concludes the ODBC's response to the Mayor's letter of June 14, 2013. We look forward to continuing to work together with you on these matters.

Very Truly Yours,

A handwritten signature in black ink that reads "Eric DeSoto". The signature is written in a cursive, slightly stylized font.

Eric DeSoto
Chairman of the Board, ODBC

cc: Mr. David Chamowitz, Esq.
Mr. Harry "Bud" Hart, Esq.