

John Leibovitz  
1219 Kearny Street NE  
Washington, DC 20017

June 23, 2025

Mr. Anthony Hood, Chairman  
Zoning Commission  
441 4th Street SW, Suite 210  
Washington, DC 20001

Re: Testimony of Support in Case 24-15

Chairman Hood and Commissioners, thank you for the opportunity to testify in support of the application.

I'm a nearby Brooklander. I live at 12<sup>th</sup> and Kearny Street. When I first saw the plans for 901 Monroe last Fall, I was excited that this empty lot would finally get a building.

However, I also saw room for improvement. The design presented a wall of windows, but no doors, to the surrounding residential blocks. The parking lot, while smaller than the previous version, would invite more large vehicles to a neighborhood that has been plagued by traffic violence. And, unlike the previous incarnation, which featured more than 12,000 square feet for ground-floor retail, the new proposal did not include *any* retail space—a change that seemed incompatible with the Brookland Small Area Plan. So, I sent the developers a memo with my analysis and some proposed solutions.<sup>1</sup>

About a month later, their revised plan included some of my recommendations: adding doorways on Lawrence Street and shrinking many parking spaces to be compact car only. The developers also introduced “Live/Work” units on Monroe Street.

While the Live/Work concept was intriguing, I was still concerned the project would fail to provide the retail connectivity and street activation needed at this highly strategic location, across from Brookland-CUA station, which bridges Monroe Street Market to the west with the historic 12<sup>th</sup> Street business corridor to the east. I took my concerns to the community. Nearly 120 neighbors signed my petition to add a retail component to 901 Monroe.<sup>2</sup>

The petition led to even more dialogue—and a compromise. The developers agreed to offer 1,800 square feet on Monroe Street to retail tenants for at least 18 months, starting one year before the building is complete. If no retail tenant is found during this time, this space can revert to Live/Work units.

---

<sup>1</sup> See “Memo Re: 901 Monroe St. - John Leibovitz”, Z.C. Case No. 24-15, filed on April 8, 2025.

<sup>2</sup> See “Petition for Retail at 901 Monroe St. w/118 Signatures - John Leibovitz”, Z.C. Case No. 24-15, filed on April 8, 2025.

Our compromise brings three benefits. First, it opens a window of opportunity to find a true retail tenant. Second, it hedges the developers' financial risk if no tenant can be found. And third, it ensures that the "bones" of the building are *retail capable* should market conditions change in the future. The details are memorialized in a letter I submitted to the record.<sup>3</sup>

The developers assured me they would have every incentive to find a retail tenant during the 18-month period. But we did discuss the possibility that a disobliging landlord might try to make the lease unmarketable. To address this exigency, we agreed the offered terms must be "commercially reasonable". Based on our discussions, I understand "commercially reasonable" to mean that 901 Monroe will offer the space to any *reasonably qualified tenant* on terms and conditions typical of a *motivated lessor* in the submarket, such as a *competitive rate* (compared to comparable properties), *customary incentives* (e.g., a tenant improvement allowance), and *without any "poison pills"*.

In summary, because we were able to reach this agreement around retail-flexible space, and because of the healthy dialogue and iterative project revisions that preceded it, I am happy to support the project. Once again, thank you for giving me some of your time and for your service to the District.

---

<sup>3</sup> See "Letter in Support from John Leibovitz", Z.C. Case No. 24-15, filed on May 14, 2025.