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December 11, 2025

**VIA IZIS**

Mr. Anthony J. Hood, Chairperson  
District of Columbia Zoning Commission  
Office of Zoning  
441 4<sup>th</sup> Street, NW, Suite 200-S  
Washington, DC 20001

Re: **Z.C. Case No. 87-23A (“Modification”): 2001 Pennsylvania Avenue NW**  
**(“Property” or “University Property”)**  
**Applicant’s Response to Objection by The Arts Club of Washington, D.C.**

Dear Chairperson Hood and Members of the Commission:

On behalf of The George Washington University (“**University**” or “**Applicant**”), we hereby submit this response to the procedural objections and opposition raised by The Arts Club of Washington, D.C. (“**Arts Club**”) contesting the University’s right to pursue this Modification. As set forth below, established case law and a plain reading of the Lease affirms that the University was not required to seek the signature or consent of the Arts Club prior to filing the Modification. Should the Commission set down the Modification, the public hearing process will provide the Arts Club with a full opportunity to raise its substantive concerns, and the University will address these concerns at the hearing. As discussed below, the University has engaged in direct discussions with the Arts Club and we are prepared to continue those discussions.

**Background**

In 1986, the Arts Club entered into a lease with a limited partnership known as 2001 Associates, pursuant to which the Arts Club agreed to lease 37,000 square feet of density rights (“**Allocable Rights**”) to 2001 Associates to facilitate the improvement of a new building on the Property. The parties further agreed to cooperate on the development of the Property through a Planned Unit Development (“**PUD**”) that would be the mechanism by which the Allocable Rights would be transferred from the Arts Club’s parcel to the Property. The parties, along with the owner

of a third parcel located between the Arts Club and the Property, then pursued and secured approval of the PUD in order to allow construction of an 11-story building (“**2001 Building**”) on the Property, and the Commission approved the PUD in 1988 pursuant to Zoning Commission Order No. 563 (“**PUD Order**”).

### The 2001 Building and the Modification

The University Property, known as Lot 853 in Square 78, was improved with the 2001 Building pursuant to the PUD Order and operated for many years as a commercial office building with ground-floor retail use. The University acquired the Property in late 2024. At the time the Property was acquired, the 2001 Building was 33% vacant, including the former bank space on the ground floor; since that time, the vacancy level has risen to 44%. The University intends to use the 2001 Building for primarily administrative office use. This use will first be established within vacant space in the 2001 Building and, as non-University leases expire, expanded to the balance of the upper portions of the 2001 Building. Such administrative use is also “office” use and thus expressly permitted under Condition 2 of the PUD Order.

Notwithstanding the current intent to use the 2001 Building largely for administrative office uses, as needs evolve the University may desire to use portions of the 2001 Building for academic or student-facing university uses and thus seeks approval to modify the PUD to allow such uses on the upper floors of the 2001 Building. The University also seeks approval for building identification signage reflecting the University’s use and to convert a portion of the vacant ground-floor retail space to university use to help activate the street. University use is permitted as a matter of right in the D-5 Zone (and was permitted by right in the pre-2016 C-3-C Zone), and the Zoning Commission has recently approved similar adaptive use of office PUDs through the shorter “modification without hearing” process.<sup>1</sup>

### The Arts Club

The Arts Club is the owner of property known as Lot 45 in Square 78 (“**Arts Club Property**”). Pursuant to the PUD Order, the Arts Club was the beneficiary of substantial financial investment, primarily in the form of revenue from the Lease, which amounts to approximately \$186,000 per year in current dollars (for a 99-year lease term, with two renewals). Pursuant to

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<sup>1</sup> See Z.C. Order No. 80-07D (2021) (approving university use of 111 Massachusetts Avenue NW without a hearing); Z.C. Case No. 80-07F (approved Oct. 9, 2025; order forthcoming) (approving lighted building identification signage for university use at 111 Massachusetts Avenue NW without a hearing). Indeed, the entire 2001 Building could be constructed as a matter of right under the property’s underlying D-5 Zone, which allows a maximum height of 130 feet as a matter of right and the acquisition of “density credits” from a number of sources to increase the maximum permitted nonresidential density beyond the 6.5 FAR maximum for nonresidential use. Neither the Lease nor the PUD would be required.

Condition 12 of the PUD Order, Lease revenue is to be used for the preservation of the historic buildings on the Arts Club Property and to expand the Arts Club's programming "in support of the arts in the Washington community and for the benefit of the community at large." Pursuant to Condition 13, at least 80% of Lease revenue was intended to be used to preserve the building for the first 15 years of the Lease, and pursuant to Condition 14, the Arts Club was required to develop a preservation plan for its property. In addition to the foregoing, pursuant to Conditions 16 through 18 of the PUD Order, the original developer of the 2001 Building also agreed to contribute \$100,000 for façade preservation at the Arts Club Property in furtherance of its preservation plan, \$25,000 to fund a program under which the Arts Club would provide for use of the Club's facilities by community groups, and a number of other public benefits.

Pursuant to Condition 35 of the PUD Order, the Arts Club is required to make an annual report to the Zoning Administrator documenting its use of the Lease revenue in accordance with the above requirements. The University has not been able to confirm whether the Arts Club has complied with its ongoing obligation to make annual reports to the Zoning Administrator, which are required to verify whether that the Lease revenue is used to implement the public benefits under the PUD. According to its website, the Arts Club provides some public access for house tours, gallery access, and some events such as a Friday noon concert series, but it largely promotes itself as a private club<sup>2</sup> where many events appear to be limited to members or, if they are open to the public, require a paid ticket.<sup>3</sup> In addition to certain ticketed events, only members also have access to two guest rooms located at their property and enjoy reciprocal membership at 20 other private clubs.<sup>4</sup> The Arts Club also rents out the Monroe House for private events such as weddings, corporate events, and conferences, with space for up to 400 people for a cocktail reception and 120 people for a seated dinner.<sup>5</sup>

### The Pepperdine Building

Pepperdine University is the owner of property known as Lot 37 in Square 78 ("Pepperdine Property"), which is the third parcel in the PUD that is located between the Arts Club Property and the GW Property. This parcel is improved with an 8-story building that predated the PUD. The parcel was acquired by Pepperdine University in 2008, who uses the building to house a number of university-related uses including its Washington, DC Program, an internship-based program<sup>6</sup> that includes a residential component whereby students<sup>7</sup> as well as program staff

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<sup>2</sup> <https://artsclubofwashington.org/faq/>

<sup>3</sup> <https://artsclubofwashington.org/events/>

<sup>4</sup> <https://artsclubofwashington.org/membership-benefits/>

<sup>5</sup> <https://artsclubofwashington.org/event-rentals/>

<sup>6</sup> <https://community.pepperdine.edu/seaver/internationalprograms/programs/year-programs/washingtondc/>

<sup>7</sup> <https://community.pepperdine.edu/seaver/internationalprograms/programs/year-programs/washingtondc/about.htm>

and faculty<sup>8</sup> reside at the Pepperdine Property. Program administration offices are also located within the building. Pepperdine's law school also operates an Externship semester program within the building that includes both housing and classrooms.<sup>9</sup> Pepperdine's school of public policy also offers classes, programming, and events<sup>10</sup> at the property, including a joint master's program for Middle East Policy Studies with The Washington Institute.<sup>11</sup> The Pepperdine Property also houses other uses, including the main office of the Religious Freedom Institute.<sup>12</sup> Pepperdine's presence is also identified through an upper-story, uplit sign that can be seen on the Applicant's plans. (See, for example, Sheets 1.04 through 1.06 of Exhibit 3A.)

**I. The Arts Club is not an "Owner" of the Property that is the Subject of the Modification**

Because the Modification only applies to the University Property, only the University, as its owner, is required to sign the Modification application. Pursuant to the plain language of the Zoning Regulations, a PUD application is signed only by "the owner of property included in the area to be developed." 11-Z DCMR § 300.4. As the Commission is aware, the D.C. Court of Appeals has expressly affirmed the Zoning Commission's longstanding interpretation that only the owner of the land listed in the records of the Office of Tax and Revenue is required to sign a zoning application. 1330 Connecticut Avenue v. D.C. Zoning Commission, 669 A.2d 708, 715 (D.C. 1995). Further, in 1330 Connecticut, the court confirmed that, in the case of a modification of one building within a multi-building PUD, the consent or joinder of other building owners is not required. Id. at 715-16. To this end, the Zoning Regulations now expressly affirm that in such modifications, only the signature of the owner of the "Property within the existing PUD site that is the subject of the modification" is required. 11-Z DCMR § 300.5.

To subvert the plain language of the Regulations and precedent in 1330 Connecticut, the Arts Club alleges that, as the lessor of the "Allocable Rights," the Arts Club owns an interest in the University Property. This argument fails for the following reasons:

- (1) The Arts Club's property rights as lessor of the Allocable Rights arise from its ownership of the Arts Club Property, which is not the subject of the Modification.

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<sup>8</sup> <https://community.pepperdine.edu/seaver/internationalprograms/programs/year-programs/washingtondc/visiting-faculty.htm>

<sup>9</sup> <https://law.pepperdine.edu/experiential-learning/clinical-education/washington-dc/facility.htm>

<sup>10</sup> <https://publicpolicy.pepperdine.edu/washington-dc-policy-programs/> and <https://publicpolicy.pepperdine.edu/washington-dc-policy-programs/scholars/>

<sup>11</sup> <https://www.washingtoninstitute.org/about/press-room/press-release/washington-institute-and-pepperdine-launch-new-full-scholarship>

<sup>12</sup> <https://religiousfreedominstitute.org/rfi-relocates-main-office-to-pepperdines-washington-d-c-campus/>

Section 2.8 the Lease further affirms that the lease arrangement is not intended to give the Arts Club any ownership right in the University Property.<sup>13</sup>

- (2) Even if the Arts Club’s lessor interest in the Allocable Rights somehow leapfrogged over the Pepperdine Property and landed as a twig on the “bundle of sticks” that constitutes the property rights associated with the University Property, pursuant to the records of the D.C. Office of Tax and Revenue (available publicly at <http://mytax.dc.gov>), the only listed owner for the University Property is the University. Therefore, under the plain language of the Zoning Regulations as interpreted by the Zoning Commission and affirmed in 1330 Connecticut, only the University need sign the Modification.

To conclude otherwise would give the Arts Club a “veto” right over the University’s desire to modify the PUD. This would, in turn effectively deprive the Commission of its authority and prerogative to consider the merits of the request. 1330 Connecticut at 715-16. The modification process provides the Arts Club, as a party to the PUD, with the opportunity to participate and raise its concerns before the Commission, so that the Commission can evaluate the issues and then determine whether the modification furthers the intent and purposes of the PUD and public interest. Indeed, the University expressly pursued this modification through the longer “with hearing” process precisely so that the Arts Club—as well as ANC 2A and other potentially interested stakeholders—would have the opportunity to raise its concerns and issues with the Commission at a public hearing even though, as noted above, the Commission had previously approved similar modifications without a hearing.<sup>14</sup>

## **II. The Lease Does Not Grant the Arts Club an Approval Right over the Modification**

In its opposition, the Arts Club advances another argument in its attempt to circumvent the Commission’s authority to review the Modification and claims that the Lease grants the Arts Club “absolute discretion” to disapprove the University’s proposed changes. This also fails for two reasons:

- (1) The Lease is a contract between two private parties, and no provision of the Lease or the Zoning Regulations imposes a burden on the Zoning Commission to interpret or enforce the Lease. Therefore, the Commission should decline to consider the Lease,

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<sup>13</sup> Per Section 2.8, the Lease expressly states that neither the Lease nor the PUD were intended to make the parties “anything other than . . . owners of their respective properties.”

<sup>14</sup> Modifications without hearing are permitted when the impact of the modifications are limited to changes like modifications to conditions and adjustments to architectural design that can be easily understood without witness testimony. 11-Z DCMR § 703.6.

particularly in light of the aforementioned public policy, affirmed by the court, that favors the full vetting of the merits of the Modification at a public hearing

- (2) Even if the Commission desires to consider the role of the Lease, a plain reading of the Lease shows that such approval rights were limited to the initial PUD application.
- The approval right set forth in Section 2.2. is over the “Project,” which is defined in the singular as the creation of a single record lot and “the improvements Lessee proposes to construct” on the Property—in other words, the original 2001 Building.<sup>15</sup>
  - Section 2.7, which outlines the process for securing the initial approval right, describes such Lessor’s Consent as applying only to the PUD Application
  - Section 2.1 defines the PUD Application in the singular, as an application that pursues the right to use the maximum amount of Allocable Rights as well as the creation of the single record lot—in other words, the original 1987 PUD application.

Therefore, the initial PUD application from 1987, which granted the right to use the PUD tool to allocate density from the Arts Club Property to what is now the University Property and approved the construction of the original 2001 Building, was the only application requiring consent under the Lease. The University’s Modification, which does not seek any additional density transfer that would alter the Allocable Rights or any physical improvements that would affect the physical relationship between the two buildings, is not subject to the approval right in Section 2.2. Had the parties intended to also require consent to modifications of the PUD, they would have expressly required such consent. See DLY-Adams Place, LLC v. Waste Mgmt. of Maryland, Inc., 2 A.3d 163, 167 (D.C. 2010), quoting Hefazi v. Stiglitz, 682 A.2d 901. 913 (D.C. 2006 (“[t]he general rule is that ‘if [a] grantor intends to reserve any right over the tenement granted, it is his duty to reserve it explicitly in the grant’”). Here, with respect to the Lease, the parties did not require consent to modifications of the PUD because their focus was solely on the features of the original approval, namely, whether it maximized the Allocable Rights and how the then-proposed new construction would interact with the existing improvements to the Arts Club Property.

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<sup>15</sup> Of note, Section 2.2 uses the building connection that the parties anticipated needing to render the structures a single building for zoning purposes as an example of a Project feature requiring such consent, because the parties wanted to ensure that such connection would be as “simple and unobtrusive as possible.” At some point, it appears the parties figured out that the PUD tool obviated the need for a single record lot and the resulting building connection and did not pursue either feature.

### **III. Arts Club Issues and Concerns**

In its filing, the Arts Club raises concerns about the potential impact of the Modification on safety, street traffic, parking, and “branding impact.” None of these issues have merit on the standards for approval of the Modification or should otherwise preclude setting down the application for a public hearing.

- The hearing will be the best forum for working through each concern. As the University will demonstrate at the hearing, university use at the Property will not impose adverse impacts nor otherwise create unacceptable impacts that are any greater than those associated with a fully-leased commercial office and retail building (or worse, a vacant and under-utilized aging office building, which is what the Property would have become but for the University’s acquisition). Rather, University use will contribute positively through foot traffic that will provide “eyes on the street” and support retail spaces throughout the Golden Triangle business district.
- Given that Pepperdine University has an established presence within the PUD and immediately next door to the Arts Club, many of the Arts Club’s concerns about the potential impact of a university on security, transportation, Arts Club “branding,” and member donations are undercut by the long-time presence and signage of this university use. Further, vague and unsubstantiated fears about a neighbor impacting naming choices or donor enthusiasm are not relevant to the land use issues involved in this Modification, which are focused solely on the applicable standards regarding the intent of the PUD and the impact on the PUD balancing test. Quite simply—and for very important public policy reasons—the Zoning Regulations do not give one neighbor the power to object to the character or use of a neighboring property. This is particularly true of university uses, which are “highly favored [and] serve the public welfare and morals in important ways” and thus are “not to be presumed, for the purposes of the Zoning Regulations, to be the land use equivalent of the bubonic plague.” Glenbrook Road Association v. D.C. Board of Zoning Adjustment, 605 A.2d 22, 32 (D.C. 1992).
- Finally, for all the reasons set forth in the University’s initial application, the Modification fully complies with all of the standards for approval and otherwise furthers many of the District’s planning goals and policies, including those that expressly call for university investment and adaptive reuse of former commercial office buildings.

Should the Commission set down the application, the University looks forward to presenting these arguments at the public hearing.

In the meanwhile, the University will continue to endeavor to engage with the Arts Club and other stakeholders regarding the Modification. For context:

- Back in April 2025, the University met with representatives of the Arts Club to discuss the proposed Modification. At that meeting, the Arts Club raised the issues noted in its filing to the Zoning Commission. The Arts Club also requested that the University make a \$150,000 donation to the Arts Club—in addition to the ongoing lease payments that currently amount to \$186,000 per year—to support the upkeep of their building and arts programming. The Arts Club also expressed concern about the late timing of lease payments.
- The University sought to schedule a follow-up meeting to further discuss the issues, but the Arts Club refused to meet again and instead stated that all future communication must be in writing. The University reluctantly obliged and responded to all issues raised by the Arts Club, as set forth in the correspondence attached as Exhibit A. The University also addressed the timing of lease payments.

Since that response, the University has been unable to engage in any discussions because the Arts Club has continued to insist that all communications be in writing and stated that a commitment to an additional \$150,000 donation was a precondition to any discussions.

The University is fully prepared to engage with the Arts Club in reasonable discussions regarding the potential impacts of the Modification. Putting aside whether additional public benefits are warranted here (and the University submits they are not for the reasons set forth in the Application), the University cannot make any additional financial commitment to the Arts Club when the Lease already represents a substantial ongoing public benefit to the Arts Club, for the same purposes of preservation and programming, well above and beyond the market value of those density rights. For comparison, the 37,000 square feet of leased credits amount to a value of approximately \$400,000 - \$500,000, based on the value of recent density credit transactions, which have been in the \$11/sq ft to \$13/sq ft range.<sup>16</sup> Such density credit values are directly applicable here because the underlying zoning is the D-5 Zone, which expressly permits increases in nonresidential density through the acquisition of density credits as a matter of right. Put another way, if the 2001 Building were to be constructed today, no PUD would be necessary and the only

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<sup>16</sup> Even in a more robust market a decade ago, density credits traded at \$15/sq ft, for a value of \$555,000.



financial requirement would be a one-time payment that is less than three years of payments under the Lease.

The University remains willing to sit down at the table and find common ground where reasonable. For its part, the Arts Club's counsel reached out to the University's counsel after filing its objection, and the University hopes that, through counsel, the parties might be able to re-engage in a productive dialogue. While such engagement does not always lead to consensus, the University remains open. Nevertheless, to preserve its rights, the University is constrained to file this response to the issues raised by the Arts Club.

### **Conclusion**

Please do not hesitate to contact David Avitabile at 202-721-1137 or Lee Templin at 202-721-1153 if you have any questions regarding the Application. We look forward to the Commission's consideration of this matter at an upcoming public meeting.

Respectfully Submitted,

/s/ David M. Avitabile  
David M. Avitabile

/s/ Lee S. Templin  
Lee S. Templin

## Certificate of Service

I certify that on December 11, 2025, I delivered a copy of the foregoing document and attachments via e-mail or first-class mail to the addresses listed below.

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/s/ David Avitabile \_\_\_\_\_  
David Avitabile

May 30, 2025

**VIA EMAIL**

Dana Tai Soon Burgess

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Jameson Freeman

president\_freeman@artsclubofwashington.org

Mark Ohnmacht

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The Arts Club of Washington DC

Dear Mr. Burgess, Mr. Freeman, and Mr. Ohnmacht:

Thank you for sharing your thoughts and concerns with respect to The George Washington University's planned use of 2001 Pennsylvania Ave, NW ("Building"). The Building was developed as an office building through the Planned Unit Development ("PUD") process. GW plans to use much of the building for administrative office use, which is permitted by right under the existing PUD, but GW anticipates filing for a modification of the approved PUD to: (1) authorize university use within the ground-floor retail portions of the PUD as an additional permitted use; (2) authorize academic use on the upper story office portions of the PUD as an additional permitted use; and (3) authorize the installation of building identification signage ("Modification"). GW plans to mail out a "notice of intent" to file the Modification to you and other nearby owners in short order, with the application to follow thereafter.

We have received and have been carefully evaluating the issues and concerns you raised in our initial discussion and shared via e-mail on April 25 and April 26 respectively. Although GW still believes that the best way to address these issues is through a continued, open dialogue, we are providing this written response at your request in the hope that we can soon sit down together to have a conversation about these issues and move forward as the application proceeds through the public review process.

PUD-Related Contributions

You have requested that GW consider providing The Arts Club of Washington ("ACW") with certain contributions as a condition for ACW's support of the Modification, including: (a) a one-time \$150,000 donation to support historic upkeep, ADA upgrades, and arts programming; and (b) three free spaces for daytime use. You have also asked that we make 30 spaces available at half-price for members of the ACW available at 5:30 PM rather than 6:30 PM.

For background, public benefits and amenities are typically negotiated and provided at the outset of the PUD process based on a balancing against the development incentives sought by the applicant. For this particular PUD, ACW garnered a uniquely significant and ongoing benefit of extensive escalating payments, currently set at \$186,600 per year. While the payments are ostensibly tied to a lease for ACW's air rights, the value of the lease grossly exceeds the market value of the air rights themselves (estimated as a one-time payment of approximately \$400,000 - 500,000 based on recent density credit exchanges), and so the payments should be properly viewed as what they are—a significant and meaningful ongoing public benefit to support ACW's upkeep of its historic facilities and its ongoing programming. In addition to the lease payments, the original developer also provided ACW with an additional \$125,000 contribution, among other significant community benefits and amenities noted in the PUD order.

With respect to potential additional public benefits, GW is not seeking any additional development incentives as a part of the Modification and so we are not proposing any additional public

benefits at this time. Typically, if the benefits package is revisited in a PUD modification, it is only when additional development incentives or modifications to the prior public benefits package are sought. Here, authorizing university use within the PUD—a use that is otherwise permitted as a matter of right in the underlying zone—is not a development incentive, nor is adding signage. Further, material changes are not being sought to the public benefits package, which was largely provided at the time of construction (as is typical for most PUDs). The University believes that the request to add university use as a permitted use in the ground-floor space previously reserved for retail use will provide comparable if not improved street activation benefits, especially when compared with the prior bank use.

In the spirit of our cooperation together in this shared PUD, however, we are willing to work collaboratively with the ACW regarding parking and to explore ways in which both institutions may advance and support one another's important missions. In doing so, we would appreciate information on how prior funds from the air-rights lease have been used toward the building's historic upkeep and to its support of the arts. The annual reports that the ACW is required to submit under the PUD to document how funds are being spent would be a helpful starting point to understand and evaluate potential ways to support the ACW within the framing of the approved PUD.

Finally, we have directed building management to make evening parking spaces available to members of ACW beginning at 5:30 PM rather than 6:30 PM. Please let us know if your members have any difficulty in this capacity.

### Parking Impacts

From a zoning perspective, there is no material change in parking requirements or parking impacts. Broadly, the University expects that its near-term use for otherwise un-leased office space within the building will be for GW administrative office use—a use that is treated the same as commercial office use for zoning purposes and does not require any modification to the PUD. As a result, there is no anticipated increase in parking demand. Further, the building contains ample parking well in excess of not only the PUD's requirements but also current parking standards. For background, the building contains 96 spaces, which exceeds the 83 spaces required by the PUD and well exceeds the 38 spaces that would be required under the current Zoning Regulations.

### Signage

To offer some additional clarity on the signage – the blade signage for the parking entrance will remain as-is. The only change is that the “GW” logo will replace the “Carr” logo. There will be no change to the operation of the garage itself. As for the building identification signage above the main entrance and on the upper-story portion of the building, we believe this signage is appropriate given the Property's location within the downtown business district and at an important corner. We are working with our design team to prepare more detailed plans that show the proposed signage and evaluate its proposed illumination; we will be happy to sit down to review these materials when they are available.

We appreciate the importance of the President James Monroe legacy in this neighborhood though we also note that the Monroe name has a significant presence in the area. In addition to the ACW's home which is named The Monroe House, the park situated across the I Street is named James Monroe Park. That said, utilization of the Monroe name could create confusion for University students, faculty, staff, and visitors, as the Foggy Bottom campus also already includes James Monroe Hall at 2115 G Street, NW. Therefore, we do not intend to place the Monroe name on the building.

### Retail Use

As noted above, the University believes that its proposed change to the use of the retail space in the building will be a positive improvement that will help re-activate the immediate area, which is suffering from extensive vacancies along both I Street and 20<sup>th</sup> Street. The former Bank of America space has been vacant for some time, and the current retail market in the Golden Triangle is struggling, as evidenced by the other retail vacancies within a block of the building. Further, the bank space is a rather large space, which means that it is too large for typical retail uses and in particular the types of local retail uses you may be envisioning. Therefore, rather than leave the space vacant and the corner dormant until another bank perhaps comes along, the University is proposing to put a more active university use in the space, which will create street activity as well as foot traffic that will support other retail and small businesses in the area.

### Safety and Security

You expressed concern about public safety. We believe that the University's proposed plans, which will fill vacant office space within the building and reactivate the vacant retail space, will help put more eyes on the street, improving public safety. Reactivating the building will also provide supportive patrons to the surrounding businesses. University acquisition and use of buildings within the Golden Triangle portion of Downtown is also consistent with the Mayor's Downtown Action Plan, which calls for the Penn West Equity, Innovation, & University District to develop a *"robust network of startups and technology companies, top tier research universities, and workforce development programs."*

GW will implement its typical building security at the Property, which includes random and directed patrols of the building's interior. As the primary investigating agency for most crimes occurring on GW properties, incidents should be immediately reported to GWPD. If a GWPD police officer observes any issue(s) or a community member communicates a concern that exists on public space (i.e. the exterior of the building), the GWPD officer will refer the matter to MPD.

On the topic of antisemitism, we can assure you that GW takes antisemitism and threats to our Jewish community very seriously. The University has repeatedly condemned antisemitic statements made on campus and launched the "Strengthening Our Community in Challenging Times" plan to respond to such threats. Attached is a list of how GW has responded to antisemitism on campus.

With respect to the ongoing lease payments, you expressed concern that some recent lease payments were paid late. This news was a surprise to us and we looked into it to ensure the issue is resolved going forward. We have confirmed that the payments are set up properly and all future payments will be timely. Please do not hesitate to reach out to me if you experience any further delays and we will take prompt action to rectify the situation.

Again, we look forward to continuing this dialogue, hopefully in person, and to uncovering new avenues towards partnership between the University and the ACW. Please let us know when you are available to discuss further.

Sincerely,



Karen I. Zinn, CRE®  
Associate Vice President, Real Estate

## GW'S RESPONSE TO ANTISEMITISM ON CAMPUS

*The information below provides information on actions GW has taken to ensure members of its Jewish community feel a sense of belonging and can live, learn, and grow without fear.*

**President Granberg, the GW Board of Trustees, and the university administration are directly and visibly engaged in efforts to protect our Jewish community and reject antisemitic actions.** As examples: GW quickly publicly deplored the Oct. 7 terrorist attack on Israel and has repeatedly condemned that attack and antisemitic statements made on campus. President Granberg convened a group of university officials and outside advisors to address the rise in antisemitism and launched the “Strengthening Our Community in Challenging Times” plan. This multi-pronged program was driven by the need to enhance support for the Jewish community and outlined clear, actionable ways GW is working to foster dialogue and understanding, strengthen our commitment to our partners, and provide resources around our safety and free speech policies on campus. Additionally, GW has publicly rejected the BDS movement on several occasions and has maintained exchange programs and collaborations with Israeli universities for decades.

**GW has held accountable those who are seeking to create a hostile environment or to intimidate GW’s Jewish community in violation of university policy.** Since Oct. 7, 2023, nine student organizations or groups have been suspended or put on probation for violations of university policies in connection with demonstrations against Israel. GW banned Students for Justice in Palestine (SJP) from holding events on campus multiple times since Oct. 7. In March 2025, GW suspended SJP from holding campus events. Two dozen students have been disciplined for university violations since Oct. 7, 2023, with sanctions ranging from censure, disciplinary probation to suspension.

**GW has strengthened long-standing anti-harassment and anti-discrimination policies that help protect our Jewish community.** The university has clarified and communicated its policies and established clear community standards for engaging in expressive activities. Specific prohibited activities include:

- Harassment based on a protected characteristic, which includes shared ancestry, ethnicity/national origin.
- Threats to the health and safety of any members of the university or community
- Blocking building entrances or exits, or pedestrian/vehicular traffic.
- Occupying university premises after being directed by university officials to disperse.

GW complies with all applicable federal and D.C. laws, which are some of the most robust anti-discrimination policies in the country.

**GW security and student affairs teams ensure safety in areas where Jewish students gather, including campus events and organizations.** GW has regularized several of the safety measures implemented shortly after Oct. 7, 2023. These measures included installing permanent fencing around the University Yard, increasing GW Police Department patrols around campus and assigned security officers to all residence halls, and using camera surveillance to identify potential unpermitted gatherings on university property.

The university also formalized a rapid-response team of administrators ready to take action against activities on campus that disrupt or create fear among the Jewish community. It has also increased direct coordination and collaboration with the Metropolitan Police Department to share information and respond to incidents on public property where GW police officers do not have jurisdiction. Finally, GW has also strengthened policies on barring individuals, demonstrations, postering, and disruption of activities.

**GW has reinforced training and expanded initiatives to foster understanding and respect for the Jewish community, its traditions, and the historic challenges of antisemitism. Examples include:**

- The creation of the Center for Interfaith and Spiritual Life with full-time staff responsible for supporting engagement, education and worship in various faiths. The center provides resources for Jewish students and funding for Jewish community events and recently partnered with the Jewish Community Relations Committee on programming aimed at creating dialogue.
- In Spring semester of 2024, the university conducted antisemitism training for faculty and staff.
- Since the Fall of 2023, every incoming class of students has participated in a mandatory online training module about antisemitic bias, discrimination, and harassment, and an intercultural dialogue that addresses antisemitism has been included in the in-person orientation for all new students.
- Since 2023, the entire Division of Student Affairs staff has participated in antisemitism training with the American Jewish Committee.
- The Division for Student Affairs regularly offers facilitated Community Listening Circles to foster open dialogue among GW community members in a safe and controlled environment.

**GW regularly solicits feedback and collaborates with the GW and DMV Jewish community.** The university's partnerships include strong relationships with Jewish student organizations on campus, ADL, the Jewish Federation of Washington, and the Jewish Community Relations Committee of Greater Washington. Since taking office, President Granberg has met personally with leaders from the ADL, Federation, the Jewish Community Relations Committee, the American Jewish Committee, and Hillel International. Vice Provost for Student Life Colette Coleman partnered with the Foundation to Combat Antisemitism to host unity dinners on campus. She has also partnered with the Academic Engagement Network and American Jewish Committee for training staff in the Office of Student Affairs on antisemitism.

**GW fosters significant viewpoint diversity across our campus and is committed to free expression and academic freedom within the bounds of the law.** GW is proud to be the home of the Loeb Institute for Religious Freedom and Democracy and the Program on Extremism. GW is also home to distinguished religion and history academics and practitioners including Daniel Schwartz, Arie Dubnov, Robert Eisen, Jenna Weissman Joselit, former DOJ historian in the Justice Department's Nazi-hunting unit Jeffrey Richter, and former Director of the U.S. Holocaust Memorial Museum Walter Reich. The university has a variety of classes and guest speakers across the university that examine Israel, Judaism, Palestine, Islam, and the Middle East from many perspectives. The university's Statement of Student Rights and Responsibilities and Code of Student Conduct encourages students "to develop the capacity for critical judgment and to engage in a sustained and independent search for truth," but establishes "clear standards for civil interaction among community members." The website "[Free Expression at GW](#)" emphasizes the university's commitment to academic freedom and free expression on campus, while identifying areas where the limitation of speech is permitted and may in some cases be required.