

March 6, 2026

**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 (Square 78, Lot 853) (“Property”) – Applicant’s Second Response to The Arts Club of Washington, D.C.**

Dear Chairperson Hood and Members of the Commission:

On behalf of The George Washington University (the “**University**” or “**Applicant**”), we hereby submit this response to the objections raised by The Arts Club of Washington, D.C. (the “**Arts Club**”) in their letter filed in the record on January 12, 2026. Ahead of the Zoning Commission’s setdown consideration next week, we wanted to clarify three points.

- First, the Modification contains the authorization that is required under the Zoning Regulations, which is from the University as the property owner. The Zoning Regulations are clear: “In an application for a modified PUD, the application *need only be signed* by the owner(s) of the property within the existing PUD site that is the subject of the modification.” 11-Z DCMR § 300.5 (emphasis added). The D.C. Court of Appeals has confirmed the Zoning Commission’s interpretation of “owner” as the owner of the land per the tax records. *1330 Connecticut Avenue v. D.C. Zoning Commission*, 669 A.2d 708, 715 (D.C. 1995). The owner of the Property, as shown on D.C. Office of Tax and Revenue (“**OTR**”) records is the University, and thus the Modification is properly authorized.
- Second, the University has not inflated the amount of payments under the Lease. The Lease establishes a base rent that includes annual adjustments based on the Consumer Price Index (“**CPI**”). As shown on the attached, the actual annual rent for the current lease year is approximately \$192,692.
- Third, the University has not rebuffed the Arts Club. Rather, the University has repeatedly sought to engage the Arts Club in productive dialogue, but the Arts Club has continually refused to meet and instead has required all communications to be in writing. Notwithstanding the foregoing, the University continues to be willing and interested in a dialogue with the Arts Club through which

the parties might be better able to share perspectives and build rapport to reach a mutual understanding. Regardless of the manner of communication, the University will continue to seek common ground with the Arts Club.

Conclusion

The modifications at issue are modest changes with little impact, further District policy, and reflect the University’s continued investment in the District. The adaptive reuse of commercial office buildings for other productive use—and in particular higher education use—is a core element of the District’s policies for downtown activation. Any delays not only frustrate implementation of the District’s policy goals but also place a further strain on the University’s economic investments and resources at a time when higher education is already under intense economic pressures. Indeed, allowing university use in a Downtown zone where the use is otherwise permitted by right and authorizing building identification signage reflecting the new use are changes the Commission has previously approved without a hearing because witness testimony is not required to evaluate the issues. (See Z.C. Case No. 80-07D and 80-07F.) While the University voluntarily pursued the longer modification with hearing process because it was aware of stakeholder concerns and did not want to preclude a public discussion of those issues, the University respectfully requests that the Commission set down the Modification so that a hearing may be scheduled to bring resolution to these issues.

Please do not hesitate to contact David Avitabile at 202-721-1137 or Lee Templin at 202-721-1153 if you have any questions. We greatly appreciate the Commission’s consideration of the application.

Respectfully Submitted,

/s/ David M. Avitabile  
David M. Avitabile

/s/ Lee S. Templin  
Lee S. Templin

## Certificate of Service

I certify that on March 6, 2026, 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/ Lee S. Templin  
Lee S. Templin

**ATTACHMENT 1: RENT CALCULATIONS**

**Air Rights/Ground Rent Paid to  
Arts Club of Washington**

**Year 36 CPI Calculation  
Per Section 3.5 of Lease Agreement dated December 12, 1986**

**Calculation through Year 37**  
**For the Lease Years 31-45 (the "second fifteen Year Period") Annual Rent will be  
increased by the Annual 30% CPI increase**

**CPI - All Urban Consumers (1967 = 100)**

	<b><u>Index</u></b>
Last month of the 36th Lease Year	Apr-24 939.251
Last month of the 37th Lease Year	Apr-25 960.958

	<u>960.958</u>
<b>CPI Increase CALCULATION</b>	939.251

100% of CPI Increase	<u>100.00%</u>
	<u>2.31%</u>
30% of CPI Increase	<u>0.693%</u>

Annual Rent in Effect 36th Lease year \$191,365  
Possible Increases (*rounded to nearest whole number*)

30% of CPI Increase \$1,326.79

**Lease Year 37 Annual Rent \$192,692**

New Monthly Rent  
Beginning May 1, 2025 **\$16,057.65**  
For the period 5/25 -4/26