

April 6, 2007

D.C. Zoning Commission
Office of Zoning
441 4th Street NW, Suite 210
Washington, DC 20001

Re: The George Washington University: Mount Vernon Campus
Pelham Replacement Project

Dear Members of the Commission:

The George Washington University and residents of Berkeley Terrace have met multiple times over the past six months in an effort to reach agreement on the University's above-referenced Pelham Replacement Project. The undersigned are pleased to inform you that an agreement between the parties has been reached, pursuant to the terms set forth below. We respectfully request that these terms be included as conditions of the Zoning Commission's approval of the zoning application intended to be filed by the University in connection with the Pelham Replacement Project.

1. Provided that the proposed Pelham Replacement Building referred to as Option 2, which includes approximately 91,000 square feet of gross floor area (and shall not in any event exceed 92,820 square feet of gross floor area) is approved by the Zoning Commission as submitted in all material respects, The George Washington University (the "**University**") and the undersigned Berkeley Terrace Neighbors (the "**Berkeley Terrace Neighbors**") hereby agree as follows:

- a. Years 2007 through 2010

The University will not pursue any new development (other than that which is set forth in the Pelham Replacement Building zoning application) on the Mount Vernon Campus that is not specifically set forth in the *Mount Vernon Campus Plan: Years 2000 through 2010* (the "**2000 Campus Plan**") for the remainder of the Plan term.

- b. Years 2011 through 2020

- i. The University agrees not to construct any new development (with the exception of minor renovation projects including those necessary to address building code or other regulatory compliance issues, such as ADA accessibility) within the area identified on the revised Exhibit A as the "Berkeley Terrace Restricted Area" through the year 2020 (the "**Berkeley Terrace Development Restriction**"), so long as the Berkeley Terrace Neighbors whose signatures appear below or are attached hereto (or, in the event any of the aforementioned individuals no longer reside on Berkeley Terrace, a minimum of twelve then-current residents of Berkeley

Terrace) agree to demonstrate support for the next Mount Vernon Campus Plan (which is anticipated to run from 2011 through 2020) (the "**2011 Campus Plan**"), to the extent that the terms of the 2011 Campus Plan are not materially inconsistent with the approved 2000 Campus Plan, including the remaining development approved under the 2000 Campus Plan that has not yet been constructed. Consistent with Appendix F of the 2000 Campus Plan, this remaining development is approximately 250,000 square feet of gross floor area, less the gross floor area associated with the Pelham Replacement Building.

- ii. The Berkeley Terrace Neighbors further agree that, with respect to any component of the proposed 2011 Campus Plan that is not materially consistent with the 2000 Campus Plan, they will engage the University in a constructive dialogue regarding concerns they may have in order to allow the University a reasonable opportunity to secure their full support for the 2011 Campus Plan. In the event this dialogue does not result in securing the full support of the Berkeley Terrace Neighbors for the 2011 Campus Plan, the Berkeley Terrace Neighbors will not be required to demonstrate support for the 2011 Campus Plan.

- c. Years 2021 through 2030

In the event the Berkeley Terrace Neighbors whose signatures appear below or are attached hereto (or, in the event any of the aforementioned individuals no longer reside on Berkeley Terrace, a minimum of twelve then-current residents of Berkeley Terrace) demonstrate support for all components of the 2011 Campus Plan that are not materially consistent with the 2000 Campus Plan (as described in 1.b.ii. above), the University agrees to extend the Berkeley Terrace Development Restriction for the term of the subsequent Campus Plan (anticipated to run from 2021 through 2030) (the "**2021 Campus Plan**"). In the event that the term of the 2021 Campus Plan expires prior to 2030, the University expressly agrees that this restriction will remain in effect through 2030.

- d. Demonstration of Support for the 2011 Campus Plan

Demonstration of support for the 2011 Campus Plan (pursuant to the circumstances set forth in either b. or c. above) shall be evidenced by oral testimony and/or letters of support entered into the Zoning Commission record for the 2011 Campus Plan case by the Berkeley Terrace Neighbors whose signatures appear below or are attached hereto (or, in the event any of the aforementioned individuals no longer reside on Berkeley Terrace, a minimum of twelve then-current residents of Berkeley Terrace). The parties agree to further discuss the form and content of the Berkeley Terrace Neighbors' support prior to the 2011 Campus Plan hearing(s), with the understanding that in order to satisfy

the terms of this condition, support shall be demonstrated by oral testimony entered into the Zoning Commission record by at least one individual on behalf of the Berkeley Terrace Neighbors. A copy of this agreement shall be entered into the Zoning Commission record in connection with the Pelham Replacement Building case as well as the 2011 Campus Plan case to demonstrate the intent of the parties with respect to this condition.

2. Upon completion and occupancy of the Pelham Replacement Building, the University will agree to restrict the regular use of the section of the perimeter road identified on Exhibit B to University vehicles only (e.g., facilities and security vehicles and limited pick-up or drop-off for disabled students who may reside in the Pelham Replacement Building), and to make the section of the perimeter road identified on Exhibit B one way (westbound and southbound), provided however, that the University retains the express right to use the section of the perimeter road identified on Exhibit B for two-way traffic and non-University vehicles (i.e., students, parents, and visitors) for limited special events and activities, including, but not limited to, student move-in and move-out periods. These restrictions on use of the perimeter road are expressly conditioned on Zoning Commission approval for and completion of an additional entrance on Whitehaven Parkway (as identified on Exhibit B) in order to provide direct access to the Pelham site during site preparation and construction as well as permanent campus access thereafter.
3. The University agrees to eliminate the five parking spaces and related pavement along the perimeter road identified on the plan attached as Exhibit C and agrees not to relocate or provide new spaces in the section of the perimeter road identified on Exhibit C (i.e., from Pelham Hall north to Hand Chapel). The University will provide appropriate landscaping improvements to the area impacted by the eliminated parking spaces.
4. The University agrees to work with the Berkeley Terrace Neighbors and other interested members of the community to develop a Pelham Replacement Building landscape plan that incorporates a dense landscape barrier, specifically including coniferous and other tree varieties appropriate for year-round screening, between the Pelham Replacement Building and the residences of Berkeley Terrace. The goal of this condition is to fully screen the views of the Pelham Replacement Building from the Berkeley Terrace residences.
5. As the proposed design of the Pelham Replacement Building is further developed, the University agrees to meet with the Berkeley Terrace Neighbors and other interested members of the community to review the completed zoning application and all attachments prior to formally filing the application with the Zoning Commission. It is the desire of the Berkeley Terrace Neighbors and the intent of the University that the design and building materials for the Pelham

Replacement Building be in keeping with the existing character of the Mount Vernon campus. Periodic meetings will be held to provide the Berkeley Terrace Neighbors and other interested members of the community the opportunity to comment on design and construction issues associated with the Pelham Replacement Building project.

For the Berkeley Terrace Neighbors*:



David Roberts
4733 Berkeley Terrace



Pierre Oury
4731 Berkeley Terrace




Gary Groat
4727 Berkeley Terrace



John Waterston
4715 Berkeley Terrace

For The George Washington University:

By: 

Louis H. Katz
Executive Vice President
The George Washington University

* See *Additional Berkeley Terrace Residents in Support of the Pelham Replacement Project Agreement*, attached.

ATTACHMENT
Additional Berkeley Terrace Residents in Support of
Pelham Replacement Project Agreement

Jane A. Hart

4705 Berkeley Terrace

_____ Berkeley Terrace

Virginia A. Neil

4746 Berkeley Terrace

_____ Berkeley Terrace

Annelle Baran

4767 Berkeley Terrace

_____ Berkeley Terrace

Louis Cyprianos
Ernest Hough

4700 Berkeley Terrace

_____ Berkeley Terrace

Maya M. Maltz

4759 Berkeley Terrace

_____ Berkeley Terrace

Thomas E. Bruf.

4713 Berkeley Terrace

_____ Berkeley Terrace

Rena Howard Vukobratovic

4771 Berkeley Terrace

_____ Berkeley Terrace

Patricia McCurry

4743 Berkeley Terrace

_____ Berkeley Terrace

_____ Berkeley Terrace

_____ Berkeley Terrace

_____ Berkeley Terrace



