

EXHIBIT D

**The George Washington University - Mount Vernon Campus
Record of Meetings with Community Members Regarding Pelham Replacement Project (as of 6/18/07)**

Date	Venue	Community Members Attending	Meeting Notice
July 14, 2005	Quarterly Community Meeting - update by Sherry Rutherford	Robert Epworth, Steve Gardner, Alma and Harry Gates, Donna Groat, Ann Haas, Jennifer Oury, Rachel Thompson	Letter to Community Members on July 5, 2005; <i>Georgetown Current</i> notice in "The Week Ahead" section
October 20, 2005	Quarterly Community Meeting - update by Ann Adams	Alma and Harry Gates, Gary Groat, Ellen and Kal Kolansky	Letter to Community Members on October 10, 2005; <i>Georgetown Current</i> notice in "The Week Ahead" section
January 19, 2006	Quarterly Community Meeting - update by Fred Siegel	Edith Broida, Alma and Harry Gates, Gary Groat, Ann Heuer, Sherry Nevins, Jennifer Oury	Letter to Community Members on January 6, 2006; <i>Georgetown Current</i> notice in "The Week Ahead" section
April 20, 2006	Quarterly Community Meeting - update by Alicia O'Neil	Steve Gardner, Alma and Harry Gates, Donna Groat, Ann Heuer, Ellen and Kal Kolansky, Steve McClain, Sherry Nevins, Jennifer Oury	Letter to Community Members on April 11, 2006; <i>Georgetown Current</i> notice in "The Week Ahead" section
July 20, 2006	Quarterly Community Meeting - update by Fred Siegel	Edith Broida, Steve Gardner, Alma and Harry Gates, Erik Gaull, Ann Haas, Ann Heuer, Sherry Nevins, Maxine Weinstein	Letter to Community Members on July 11, 2006; <i>Georgetown Current</i> notice in "The Week Ahead" section
October 3, 2006	Pelham Replacement Project Meeting	Gary Groat, Anne Heuer, Sherry Nevins	Letter to Community Members who indicated interest in participating in additional conversations regarding the Pelham Replacement Project at the Quarterly Community Meeting on April 20, 2006

Date	Venue	Community Members Attending	Meeting Notice
October 19, 2006	Quarterly Community Meeting - update by Alicia O'Neil	Alma Gates, Steve Gardner, Gary Groat, Ann Heuer, Steve McClain, Jenni Oury, Peggy Pagano, Dave Roberts, Ian Thoms (<i>Northwest Current</i>)	Letter to Community Members on October 6, 2006; <i>Georgetown Current</i> notice in "The Week Ahead" section
December 13, 2006	Pelham Replacement Project Meeting	Alma and Harry Gates, Gary and Douglas Groat, Ann Haas, Ellen Kolansky, Dave Roberts	Letter to Community Members on December 6, 2006
January 23, 2007	Pelham Replacement Project Meeting	Gary Groat, Jim Lonergan, Dave Roberts, Pierre Oury	Arranged with Berkeley Terrace Community Members
January 25, 2007	Quarterly Community Meeting - update by Sherry Rutherford	Tom Bradley, Steve Gardner, Gary Groat, Steve McClain, Pierre Oury, Ian Thoms (<i>Northwest Current</i>), John Waterston, Maxine Weinstein	Letter to Community Members on January 9, 2007; <i>Georgetown Current</i> notice in "The Week Ahead" section
January 30, 2007	Pelham Replacement Project Meeting	Gary Groat, Pierre Oury, Dave Roberts, John Waterston	Arranged with Berkeley Terrace Community Members
February 5, 2007	Pelham Replacement Project Meeting	Gary Groat, Dave Roberts, John Waterston	Arranged with Berkeley Terrace Community Members
February 22, 2007	Pelham Replacement Project Meeting	Gary Groat, Jim Lonergan, Pierre Oury, Dave Roberts, John Waterston	Arranged with Berkeley Terrace Community Members
April 5, 2007	Pelham Replacement Project Meeting	Peter Barrett, Gary Groat, Ann Heuer, David James, Jim Lonergan, Pierre Oury, Dave Roberts, John Waterston	Letter to Community Members on March 27, 2007; <i>Georgetown Current</i> ad and notice in "The Week Ahead" section
April 26, 2007	Quarterly Community Meeting - update by Alicia O'Neil	Camille Comeau, Steve Gardner, Alma Gates, Gary Groat, Ann Haas, Sukie Kuser	Letter to Community Members on March 27, 2007; <i>Georgetown Current</i> notice in "The Week Ahead" section
May 2, 2007	Advisory Neighborhood Commission (ANC) 3D Monthly Meeting - presentation by Sherry Rutherford, et al.	Per ANC records	Per ANC records

Date	Venue	Community Members Attending	Meeting Notice
May 30, 2007	Pelham Replacement Project Meeting	Charles and Martha Bartlett, Thomas Bradley, Alma Gates, Gary Groat, Chandra Hardy, Eric Haythorne, Ann Heuer, Sukie Kuser, Steve McClain, Sherry Nevins, Rachel Thomsson	E-mail to Community Members on May 24, 2007; <i>Current</i> notice in "The Week Ahead" section
June 6, 2007	Advisory Neighborhood Commission (ANC) 3D Monthly Meeting - presentation by Alicia O'Neil, et al.	Per ANC records	Per ANC records
June 12, 2007	Pelham Replacement Project Meeting	Peter Barrett, Tom Bradley, Steve Gardner, Alma Gates, Gary and Douglas Groat, Ann Heuer, Janet Hirshberg, Sherry Nevins, Pierre Oury, Charles and Sheila Griffin Pashayan, Dave Roberts	Letter to Community Members on June 6, 2007; E-mail to Community Members on June 8, 2007; <i>Georgetown Current</i> ad

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
4765 Berkeley Terrace

Virginia A. Neil
4746 Berkeley Terrace

Gonette Barbee
4767 Berkeley Terrace

Louis C. Pappas
Gonette Barbee
4700 Berkeley Terrace

Maya McIntosh
4759 Berkeley Terrace

Thomas E. Bruf.
4713 Berkeley Terrace

Rebecca Wilson
4771 Berkeley Terrace

Patricia McCune
4743 Berkeley Terrace

Jim Fox
4751 Berkeley Terrace

M. Weinstein
4747 Berkeley Terrace

Jan Aher
4709 Berkeley Terrace

Night Sultan-Khan
4755 Berkeley Terrace

Debra
4763 Berkeley Terrace

Jenny Fagrus
4701 Berkeley Terrace

VACANT
4739 Berkeley Terrace

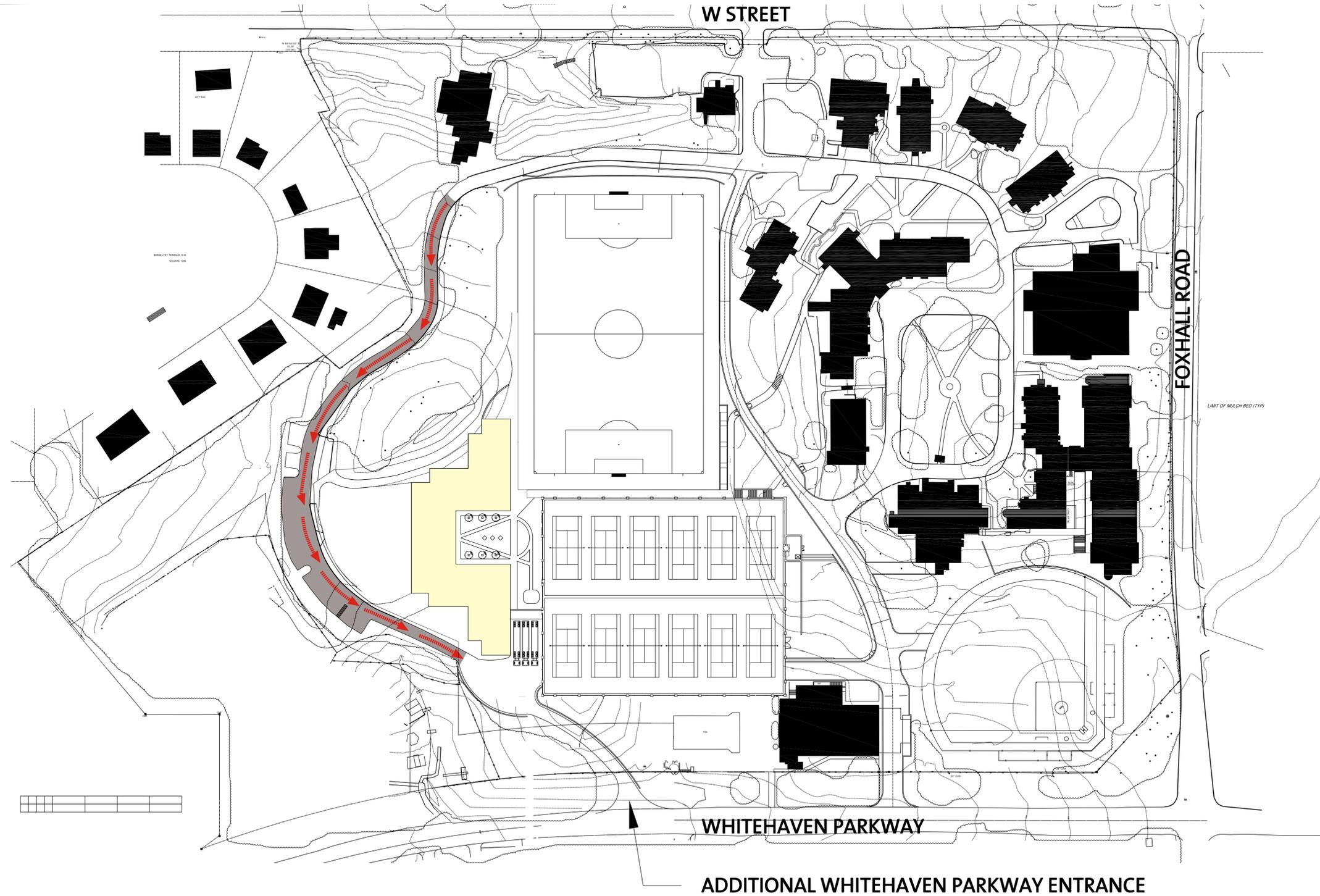


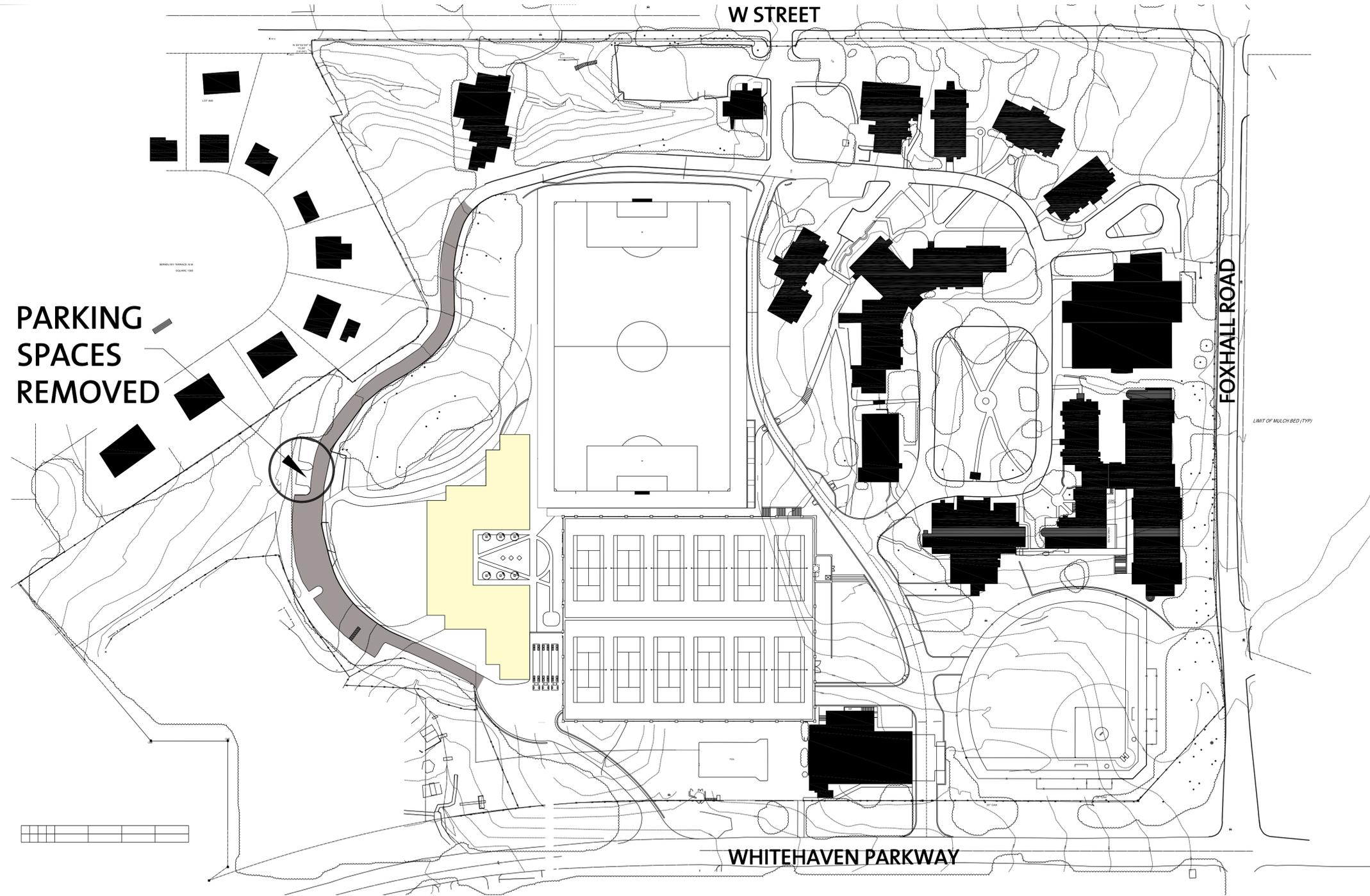
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EYP/

- BERKELEY TERRACE RESTRICTED AREA
- PROTECTED AREAS FROM 2000-2010 CAMPUS PLAN (FIGURE 14)

THE GEORGE WASHINGTON UNIVERSITY
 MOUNT VERNON CAMPUS
 RESTRICTED AREA
 DIAGRAM
 2.27.2007





DRAFT – FOR DISCUSSION PURPOSES ONLY

May __, 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 W Street and the surrounding neighborhood have come together 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 filed by the University on April 6, 2007 for 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 W Street and surrounding neighbors (the "**W Street 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) in the area identified as the W Street protected area as outlined in Exhibit C of the December 9, 1999 agreement between The

Neighborhood Alliance and the University (and attached hereto as Exhibit A) and to maintain the landscaping buffer provided in Figure 8 of the 2000 Campus Plan through the year 2020 (the “**W Street Development Restriction**”), so long as the W Street Neighbors whose signatures appear below or are attached hereto (or, in the event any of the aforementioned individuals no longer reside in the surrounding neighborhood, a minimum of X then-current residents) 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 W Street 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 W Street Neighbors for the 2011 Campus Plan, the W Street Neighbors will not be required to demonstrate support for the 2011 Campus Plan.

- c. Years 2021 through 2030

In the event the W Street Neighbors whose signatures appear below or are attached hereto (or, in the event any of the aforementioned individuals no longer reside at the premises, a minimum of X then-current residents) 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 W Street 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 W Street Neighbors whose signatures

appear below or are attached hereto (or, in the event any of the aforementioned individuals no longer reside in the neighborhood, a minimum of X then-current residents). The parties agree to further discuss the form and content of the W Street 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 W Street 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 that it will not seek to remove from the 2000 Campus Plan conditions the agreement signed on December 9, 1999 by The Neighborhood Alliance, the University and the District of Columbia pertaining to the 2000 Campus Plan, to the extent that it is not modified by the terms contained herein (specifically, the provision of a larger Pelham Replacement Building). Specifically, the University agrees that the Whitehaven Parkway entrance shall remain the primary campus entrance and that the W Street entrance will continue to operate on a limited basis, pursuant to the December 9, 1999 agreement pertaining to the 2000 Campus Plan.
4. The University acknowledges the concerns of the W Street neighbors regarding traffic and campus access from W Street and agrees that construction traffic related to the Pelham Replacement Building shall access the site via Whitehaven Parkway, unless otherwise required by DDOT, in which case the University will work with all of its neighbors, including the W Street Neighbors to develop a construction management plan to mitigate impacts of construction-related traffic.
5. The University agrees that the additional square footage permitted on the Pelham Replacement Building shall be deducted from allowable development

under the 2000 Campus Plan in the “Residential/Campus Life/Athletic” category of the Plan.

6. The University acknowledges the concerns of the W Street Neighbors as related to stormwater management impacts and agrees that in conjunction with the Pelham Replacement Building, the University will implement a comprehensive stormwater management plan to alleviate any stormwater impacts to surrounding neighbors.
7. The University agrees to work with the W Street Neighbors, the Berkeley Terrace Neighbors (per the terms of the University’s agreement 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.
8. As the proposed design of the Pelham Replacement Building is further developed, the University agrees to meet with the W Street 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 W Street 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 W Street 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 W Street Neighbors*:

By: _____

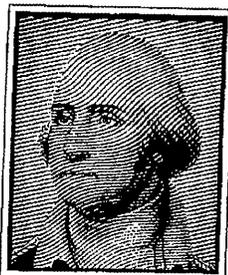
Resident

For The George Washington University:

By: _____

Louis H. Katz
Executive Vice President
The George Washington University

**See Additional W Street Neighbors in Support of the Pelham Replacement Project Agreement, attached.*



THE GEORGE
WASHINGTON
UNIVERSITY
WASHINGTON DC

June 14, 2007
Page 1

June 14, 2007

Mr. Peter A. Barrett
Head of School
St. Patrick's Episcopal Day School
4700 Whitehaven Parkway, NW
Washington, DC 20007

Mr. Barrett:

As has been the topic of many discussions between our respective neighboring institutions, The George Washington University ("GW" or "the University") has filed an application with the DC Zoning Commission for approval to construct a new residence hall to replace the existing Pelham Hall ("Pelham Replacement Project") at GW's Mount Vernon Campus. In addition, GW intends to construct a secondary access road from Whitehaven Parkway to the Mount Vernon Campus ("Secondary Whitehaven Access Road"). The Secondary Whitehaven Access Road will be used during construction of the Pelham Replacement Project and will also provide campus access (as outlined in Exhibit B) thereafter.

Given the location of St. Patrick's School ("St. Patrick's") immediately to the south of the Mount Vernon Campus on Whitehaven Parkway, GW desires to work closely with St. Patrick's (as well as other members of the surrounding community) to address construction and traffic management related concerns in connection with the Pelham Replacement Project and the Secondary Whitehaven Access Road.

Attached to this letter please find two Exhibits that comprise the terms of the agreement between GW and St. Patrick's with relationship to these efforts:

- Exhibit A outlines the agreement between GW and St. Patrick's regarding construction management issues related to the construction of the Secondary Whitehaven Access Road and the Pelham Replacement Project. At this time, a contractor has not yet been selected in connection with either of these construction efforts. However, prior to the commencement of construction, GW will work with the selected contractor to prepare a Construction Management Plan that includes the relevant provisions outlined in Exhibit A and will review and discuss the Construction Management Plan with representatives from St. Patrick's School and other interested members of the community as the Plan is developed and finalized.

OFFICE OF THE
EXECUTIVE
VICE PRESIDENT

2121 I STREET, NW
WASHINGTON, DC 20052
202-994-6600
FAX 202-994-9304

June 14, 2007
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- Exhibit B addresses post-construction traffic and operations issues associated with the Secondary Whitehaven Access Road and the Pelham Replacement Project. GW shall propose conditions to the Zoning Commission in conjunction with the Pelham Replacement Project that address the issues outlined in Exhibit B.

I thank you for your willingness to engage in dialogue with the University related to our efforts to improve the living and learning environment at the Mount Vernon Campus. My team and I look forward to a continued positive working relationship with St. Patrick's on this project and other future endeavors affecting our neighboring institutions.

If you are in agreement with the terms outlined in the attached exhibits, please sign and return a copy of this letter so that we may have the terms of our agreement documented for submission to the Zoning Commission in connection with this project. If you have questions or concerns, please contact Alicia O'Neil at oneila@gwu.edu or at 202.994.2371. Thank you again for your cooperation.

Sincerely,



Louis H. Katz
Executive Vice President

Agreed:



Mr. Peter Barrett
Head of School

Cc: Charles Barber
Wendy Martino
Alicia O'Neil
Fred Siegel
David Wellman

EXHIBIT A – Construction Management Issues

At this time, a contractor has not been selected in connection with the Secondary Whitehaven Access Road and the Pelham Replacement Project. However, prior to the commencement of construction, GW will work with the selected contractor to prepare a Construction Management Plan that includes all relevant provisions outlined herein. GW will review and discuss the Construction Management Plan with representatives from St. Patrick's School and other interested members of the community as the Plan is developed and finalized.

A.1 Regular Communication

- a. GW shall designate a GW employee as the Project Traffic Representative to be the key point of contact during the period of construction of the Secondary Access Road and the Pelham Replacement Project. At any time construction activity is occurring, the Project Traffic Representative or his/her designee shall be available on-site or by telephone to receive and address concerns or other communications regarding construction-related traffic issues. It is agreed that the "designee" for the Project Traffic Representative shall be a GW employee and shall be used only in the case of the absence of the Project Traffic Representative.
- b. Representatives from GW (e.g., members of the Project Management team, the Project Traffic Representative, GW's transportation management coordinator, representatives from the MVC administration) shall meet monthly with representatives from St. Patrick's School and other interested members of the community to review and discuss construction-related issues in connection with the Pelham Replacement Project and the Secondary Whitehaven Access Road.

A.2 Construction Schedule

- a. Construction hours will conform to District regulations for work in residential zones (i.e., permitted construction hours shall be Monday through Saturday from 7:00 a.m. until 7:00 p.m). With respect to Saturday construction hours, the University will continue to evaluate the need and extent to which Saturday construction is necessary; however, given the impacts to the construction schedule that will result from the University's efforts to minimize adverse impacts on weekday activities of St. Patrick's School, the University may be required to fully utilize the permitted Saturday hours during certain phases of construction. In the event GW seeks to perform construction-related activities outside of standard permitted work hours, GW will secure all required District approvals and will provide notice of such planned work (including the nature and the

estimated duration of the work) to representatives from St. Patrick's School and members of the community. GW shall make such notice as far in advance as is reasonably practical; however, due to considerations beyond the University's control extended advance notice is not always possible. In no case, however, shall GW request permission from the District to conduct noise-generating construction activities or construction activities that will affect parking and traffic flow along Whitehaven Parkway on Sundays without the prior agreement of St. Patrick's.

- b. GW shall agree to limit construction-related activities during times that would substantially interfere with special events at St. Patrick's School. St. Patrick's School shall provide GW with at least 14 days notice for each such event. However, GW and St. Patrick's recognize that this may not always be possible due to unforeseen circumstances, in which case GW will use its best efforts to accommodate St. Patrick's request for the modification of construction activities. GW and St. Patrick's will discuss these events and the impact of construction activities on such events at the regular meetings or specially scheduled meetings that may be necessary to address unforeseen events or issues. Special events currently scheduled for the 2007-2008 school year are listed on the attached Appendix A-1. GW and St. Patrick's agree that modest changes to this schedule are expected, however, the overall volume of such activities is not expected to increase measurably.

A.3 Construction Vehicles and Traffic Flow

- a. The Project Traffic Representative or his/her designee shall be responsible for monitoring construction-related activity on the Secondary Whitehaven Access Road during all hours of construction activity. The University shall require that an identified onsite traffic coordinator with authority to effectuate, implement and enforce the construction vehicle and traffic flow restrictions set forth herein shall be present onsite at all times during construction activity to ensure that construction-related activities are being conducted in accordance with the terms of the Construction Management Plan, including, but not limited to, the restrictions on vehicle queuing on Whitehaven Parkway. Furthermore, a staffing plan for onsite traffic management (e.g., flagmen, traffic coordinators, etc.) shall be incorporated into the Construction Management Plan. The identified onsite traffic coordinator shall regularly coordinate and communicate with the Project Traffic Representative to ensure consistent and continued compliance with the terms of the Construction Management Plan. St. Patrick's shall be provided with contact information (including a mobile telephone number) for the onsite traffic coordinator and the Project Traffic Representative to facilitate the resolution of any issues identified by St. Patrick's.

- b. During the construction of the Secondary Whitehaven Access Road, GW shall prohibit construction vehicles from queuing on Whitehaven Parkway during the primary peak St. Patrick's School carpool times identified in the attached Appendix A-2. In addition, the Project Traffic Representative shall ensure that GW's Construction Management firm appoint the onsite traffic coordinator identified in section A.3.a above consistent with the terms of this Agreement. The onsite traffic coordinator shall deploy appropriate personnel to adequately manage construction traffic during the secondary peak carpool times of 8:50am to 9:15am, 11:50am to 12:10pm (Monday-Thursday), 2:45pm to 3:30pm (Friday), and 4:00pm to 4:30pm so as to minimize any disruption to carpool operations. Issues related to the performance of the onsite traffic coordinator that are not able to be resolved immediately shall be directed to the Project Traffic Representative.
- c. Following the completion of the Secondary Whitehaven Access Road, GW shall prohibit construction vehicles from queuing on Whitehaven Parkway at any time. Construction traffic and truck routing will be coordinated with the D.C. Department of Transportation.
- d. Construction vehicles will be required to access the Pelham Replacement Project site from the east (i.e., by making a right hand turn movement onto the existing or secondary Whitehaven access roads) and to depart the site to the east (i.e., by making a left hand turn movement onto Whitehaven Parkway from the existing or secondary Whitehaven access roads), unless otherwise required by DDOT, in which event the University agrees to explore and discuss other alternatives with representatives from St. Patrick's School and other interested members of the community.
- e. Prior to the initiation of construction, GW shall adopt a Construction Management Plan in consultation with the construction contractor to be selected. There will be limited parking on the construction site and therefore the Construction Management Plan shall require the general contractor to develop a plan with the subcontractors for transporting additional workers to and from the site. Furthermore, construction workers shall be advised that they are not to park on neighborhood streets in the vicinity of the Mount Vernon Campus, including but not limited to Whitehaven Parkway, W Street, Berkley Terrace and 48th Streets, NW.
- f. The terms of the Construction Management Agreement will remain in place until the receipt of a certificate of occupancy for the Pelham Replacement Project.

A.4 Additional Issues to be Addressed

- a. The Construction Management Plan shall include provisions addressing stormwater management and pest control.
- b. Mount Vernon Campus pool operation issues will be further evaluated and discussed. St. Patrick's has indicated their strong desire to maintain their use of the Mount Vernon Campus pool to the extent possible during construction of the Secondary Whitehaven Access Road and the Pelham Replacement Project.

EXHIBIT B – Post-Construction Traffic and Operations Issues

B.1 Monitoring and Communication

- a. Following the completion and occupancy of the Pelham Replacement Project, GW's Transportation Management Coordinator shall be the key contact for interested members of the community, including St. Patrick's School, with respect to traffic-related concerns associated with the Pelham Replacement Project and the Secondary Whitehaven Access Road.
- b. GW shall explore various alternatives for monitoring the use of the Secondary Whitehaven Access Road.

B.2 Use of the Secondary Whitehaven Access Road

- a. Upon completion and occupancy of the Pelham Replacement Project, the University will agree to restrict the regular use of the Secondary Whitehaven Access Road to University vehicles (e.g., facilities and security vehicles) and vehicles making deliveries to the Pelham Replacement Project, subject to limited special circumstances that may require vehicles to exit the campus via the Secondary Whitehaven Access Road (e.g., vehicular access for disabled students residing at or visiting the Pelham Replacement Project). The University will use commercially reasonable efforts to coordinate deliveries during times other than the primary peak St. Patrick's School carpool times identified in the attached Exhibit B.
- b. The Secondary Whitehaven Access Road will not be regularly used by the Vern Express shuttle; however, disabled students requiring shuttle access to or from the Pelham Replacement Project will be permitted to call a Vern Express shuttle for a specific pickup or drop off at which time the shuttle will be permitted to exit the campus via the Secondary Whitehaven Access Road.
- c. GW shall retain the express right to use the Secondary Whitehaven Access Road for non-University vehicles for special events and activities, including, but not limited to, student move-in and move-out periods. To the extent possible, the University shall provide reasonable notice of such special events to St. Patrick's School and members of the community.

B.3 Continued Use of the Primary Whitehaven Parkway Entrance

The University shall continue to use the existing Whitehaven Parkway entrance as the primary 24-hour vehicular entrance to the Mount Vernon Campus for GW students,

faculty and staff; University vehicles; vendors (notwithstanding that certain vendors shall be permitted to use the Secondary Whitehaven Access Road to access the Pelham Replacement Project as set forth in Section B); Vern Express shuttle service; Pool and Tennis Club vehicles; and any other vehicles provided for in Condition 7(a) of the Mount Vernon Campus Plan.

APPENDIX A-1

ST. PATRICK'S EPISCOPAL DAY SCHOOL SELECTED CALENDAR EVENTS FOR 2007-2008 (as of June 15, 2007)

STE – Significant Traffic Event
NSE – Noise-Sensitive Event

SEPTEMBER	4, Tuesday - STE	SCHOOL OPENING, Kindergarten - Grade 8 Upper School (4-8) - 8:05 am Lower School (K-3) - 8:15 am
	7, Friday - STE	Opening Chapel for Students and Parents (K-8) – 8:30 am Reception for Parents Follows
	20, Thursday - STE	Upper School (4-8) Back-to-School Night - 7:00 pm
	27, Thursday - STE	Lower School Back-to-School Night - 7:00 pm
OCTOBER	4, Thursday - STE	Nursery Back-to-School Night - 7:00 pm
	20, Saturday – STE	Fall Family Fun Day – 10:00 am – 3:00 pm
	31, Wednesday – STE - NSE	Halloween Parades Nursery - 9:30 am Kindergarten - Grade 6 - 1:30 pm
NOVEMBER	7, Wednesday - NSE	Grade 4 Production – 10:00 am
	8, Thursday - NSE	Grade 4 Production – 10:00 am
	9, Friday - STE	Admission Open House - 9:00 - 11:00 am
	20, Tuesday - STE - NSE	GRANDPARENTS AND SPECIAL FRIENDS VISITING DAY - K-6
DECEMBER	5, Wednesday - NSE	Holiday Concert Preview - 2:00 pm
	6, Thursday - NSE	Holiday Concert - 7:00 pm
	8, Saturday - NSE	SSAT Test
	19, Wednesday - STE - NSE	CHRISTMAS PAGEANTS Nursery/Kindergarten - 9:30 am /Grades 1-7 - 11:00 am
JANUARY	9, Wednesday - STE	2008 Admission Open House – Nursery – Grade 8 - 9:00 - 11:00 am
	18, Friday - STE - NSE	Martin Luther King, Jr. - All-School Chapel - 8:30 am Upper School (4-8) Early Dismissal - 12:10 pm

FEBRUARY	14, Thursday - STE	PARENTS VISITING DAY, N-6
MARCH	7, Friday - STE	Grades 4-6 Early Dismissal - 12:10 pm; Grades 7, 8 Regular Dismissal AUCTION - Adult Guests, Auction and Dinner - 6:00 - 11:00 pm
	13, Thursday - STE - NSE	Reception for Newly Accepted Parents – 8:45 am
	17, Monday - NSE	St. Patrick's Day - All-School Chapel - 8:30 am Recitation Contest - 1:00 pm
APRIL	7-11, Mon.-Fri. - NSE	ERB Tests, Grades 2-5
	16, Wednesday - NSE	Spring Concert Preview - 2:00 pm
	17, Thursday - NSE	Spring Concert - 7:00 pm
MAY	6, Tuesday - NSE	Grades 5 and 6 Spring Musical Matinee - 12:30 pm
	7, Wednesday NSE	Grades 5 and 6 Spring Musical Matinee - 12:30 pm
	14, Wednesday - NSE	Kindergarten Circus Dress Rehearsal - 9:15 am New Parent Reception - 3:30 - 4:30 pm
	16, Friday – STE - NSE	Kindergarten Circus - 10:30 am
	30, Friday - STE - NSE	Lower School Chapel of Celebration (K-3) - 11:00 am
JUNE	3, Tuesday - NSE	Grades 7 and 8 Early Dismissal – 12:10 pm Grade 8 Commencement - 6:30 pm
	4, Wednesday - STE - NSE	SCHOOL CLOSING LS, US Closing Chapel - 8:30 am NS Closing Chapel -11:00 am Grade 6 Graduation - 7:00 pm
	16, Monday	Summer Program - Session I Begins

APPENDIX A-2

Primary Peak Pick-Up/Drop-Off Times:

7:30am – 8:30am
2:30pm – 3:30pm (Monday through Thursday)
11:50am – 12:30pm (Friday)

Secondary Peak Pick Up/Drop-Off Times:

8:50am – 9:15am
11:50am – 12:10pm (Monday through Thursday)
2:45pm – 3:30pm (Friday)
4:00pm – 4:30pm