

INTRODUCED: July 25, 2022

A RESOLUTION No. 2022-R051

To reverse the decision of the Commission of Architectural Review striking from its docket and denying an application for a certificate of appropriateness to install new lights on the Vann Memorial Tower, located at 1500 North Lombardy Street in the city of Richmond, in the shape of the Virginia Union University emblem by fully approving such application.

Patrons – Ms. Lambert, Vice President Robertson, Mr. Jones, Mr. Addison
and Ms. Jordan

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: SEP 26 2022 AT 6 P.M.

WHEREAS, on February 25, 2020, the Commission of Architectural Review denied an application identified as Certificate of Appropriateness Application No. COA-069101-2020 for approval of the installation of new lights in the shape of the Virginia Union University emblem on the Vann Memorial Tower, located on the Virginia Union University campus at 1500 North Lombardy Street, hereinafter referred to as the “Tower,” a portion of which is situated within the Belgian Building Old and Historic District (Lombardy Street and Brook Road); and

WHEREAS, on May 24, 2022, the Commission of Architectural Review struck from its docket and effectively denied a subsequent application identified as Certificate of Appropriateness

AYES: 7 NOES: 0 ABSTAIN:

ADOPTED: SEP 26 2022 REJECTED: STRICKEN:

Application No. COA-111537-2022 for approval of the installation of new lights in the shape of the Virginia Union University emblem on the Tower; and

WHEREAS, on June 7, 2022, pursuant to section 30-930.8 of the Code of the City of Richmond (2020), as amended, the owner of the Tower filed an appeal with the City Clerk asking that the Council reverse the Commission of Architectural Review's decision denying approval of the application identified as Certificate of Appropriateness Application No. COA-111537-2022 to instead grant approval of Certificate of Appropriateness Application No. COA-111537-2022; and

WHEREAS, pursuant to section 30-930.8 of the Code of the City of Richmond (2020), as amended, the Council may reverse or modify the decision appealed, in whole or in part, by resolution when it is satisfied that the decision of the Commission of Architectural Review is in error, or, by taking no action, the Council may affirm the decision of the Commission; and

WHEREAS, the Council is satisfied that the Commission of Architectural Review's decision is in error under Chapter 30, Article IX, Division 4 of the Code of the City of Richmond (2020), as amended, because the Council believes that the owner of the Tower has presented sufficient evidence to show that the denial and the striking of the application for the certificate of appropriateness were in error and that Virginia Union University, as the owner of the Tower, would have demonstrated, if heard, that the lights in the shape of the Virginia Union University emblem are architecturally compatible with the buildings, structures, sites and general character of the Belgian Building Old and Historic District;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

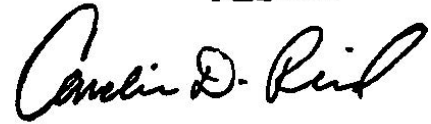
That the Council hereby reverses the decision of the Commission of Architectural Review striking from its docket and effectively denying Certificate of Appropriateness Application No.

COA-111537-2022 for the installation of new lights on the Vann Memorial Tower, located on the Virginia Union University campus at 1500 North Lombardy Street, in the shape of the Virginia Union University emblem by fully approving such application as originally submitted by the owner of the Vann Memorial Tower located at 1500 North Lombardy Street.

BE IT FURTHER RESOLVED:

That the Council hereby directs that a Certificate of Appropriateness sufficient to show the Council's full approval of Certificate of Appropriateness Application No. COA-111537-2022 be issued to the owner of the Vann Memorial Tower located on the Virginia Union University campus at 1500 North Lombardy Street.

**A TRUE COPY:
TESTE:**

A handwritten signature in black ink, appearing to read "Camille D. Reed". The signature is written in a cursive style with a large initial 'C'.

City Clerk



Richmond City Council

The Voice of the People

Richmond, Virginia

Office of the Council Chief of Staff

Ordinance/Resolution Request

TO Haskell Brown, City Attorney

Through Joyce L. Davis, Interim Council Chief of Staff
Office of the Council Chief of Staff

FROM Samson Anderson, Analyst
Office of the Council Chief of Staff

COPY Ann-Frances Lambert, 3rd District Councilmember
Kiya Stokes, 3rd District Liaison
Tabrica Rentz, Acting Deputy City Attorney

DATE July 6, 2022

PAGE/s 1 of 1

TITLE VUU Appeals CAR Decision Regarding Bell Tower Lights

This is a request for the drafting of an **Ordinance** **Resolution**

REQUESTING COUNCILMEMBER/PATRON

Ann-Frances Lambert,
Councilmember

SUGGESTED STANDING COMMITTEE

LUHT

ORDINANCE/RESOLUTION SUMMARY

The patron requests legislation in support of Virginia Union University's (VUU) appeal of the Commission of Architectural Review (CAR) decision regarding the re-installation of light fixtures on the bell tower at VUU.

BACKGROUND

The Belgian building and bell tower were donated to VUU by the Belgian government, following its display at the 1939 New York's World Fair. Upon its re-assembly and subsequent repurposing and restoration at VUU it lacked the original lights and bells, that the tower was designed to have. The original bells for the bell tower are in the Hoover Tower at Stanford University and the tower cannot otherwise be retrofitted to its original 1939 condition.

VUU and Bells for Peace were able to fund the installation of electronic bells and new lights for the tower, bringing it back to its original function and grandeur. The new lights installed on the tower are of the VUU emblem. This is a change from the original lights installed on the tower, as that pre-dates its donation to the university.

The CAR is opposed to the VUU lights installed on the bell tower. This paper serves as a step in the process to appeal the CAR decision concerning these lights.

The bell tower and VUU lights are visible across numerous neighborhoods in the City, including the Fan, Monroe Ward, and Downtown.

FISCAL IMPACT STATEMENT

Fiscal Impact	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Budget Amendment Required	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Estimated Cost or Revenue Impact	\$ 0	

Attachment/s **Yes** **No**



City Of Richmond, Virginia
Office of the City Clerk

RECEIVED
JUN 13 2022

Candice D. Reid
City Clerk

BY:

CERTIFIED MAIL

June 9, 2022

Michael H. Brady
Partner
Whiteford, Taylor and Preston, L.L.P.
Two James Center
1021 E. Cary Street, Suite 1700
Richmond, VA 23219

Re: Commission of Architectural Review Appeal
(1500 N. Lombardy Street - VUU Belgian Building Signage) – Application # COA-111537-2022)

Mr. Brady:

This letter is to acknowledge receipt of your petition on behalf of Virginia Union University, appealing a decision made by the Commission of Architectural Review on May 24, 2022, concerning an application for a Certificate of Appropriateness for the property located at 1500 N. Lombardy Street. This letter also acknowledges receipt of check #165100, dated June 7, 2022, for five hundred dollars (\$500.00) to process the appeal, as required by Section 30-930.8(a) of the *Code of the City of Richmond, Virginia, 2020*.

Pursuant to Section 30-930.8 of the City Code, a copy of your appeal petition has been forwarded to members of City Council and Alex Dandridge, CAR Secretary. The Code requires CAR to file certified or sworn copies of the record of its action and documents considered by CAR in making the decision being appealed to this office within fifteen (15) days. This information, along with any affidavit providing supplemental information, will be forwarded to all members of Council.

Upon receipt of this communication, you are encouraged to contact the university's Council representative or any City Council member directly to discuss your appeal or share information related to the appeal process. Contact information for all members of the City Council is enclosed with this letter.

Either the mayor or a member of Council may introduce a resolution to modify or reverse CAR's decision, as a result of your appeal. If the Council has not modified or reversed CAR's decision within 75 days, excluding city holidays and days on which the city government is closed due to a local emergency properly declared, from the date on which you filed your petition with my office, CAR's decision will be deemed to have been affirmed, unless both you and CAR agree in writing by **August 22, 2022**, to extend this 75-day period.

If you need additional information, I may be reached at (804) 646-7955.

Sincerely,

Candice D. Reid
City Clerk

Encl.

cc: The Honorable Richmond City Council
Alex Dandridge, Secretary, Commission of Architectural Review

City Hall • 900 East Broad Street • Suite 200 • Richmond, Virginia • 23219 • (804) 646-7955 • Facsimile (804) 646-7736



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Addressing mail to City Council

The Honorable (Councilmember's Name)
Representative, District (Councilmember's
District)

900 East Broad Street, Suite 305
Richmond, Virginia 23219

VIRGINIA:

CITY COUNCIL – CITY OF RICHMOND

VIRGINIA UNION UNIVERSITY,)	
)	
<i>Appellant,</i>)	
)	
v.)	In re: COA-111537-2022
)	
CITY OF RICHMOND COMMISSION)	
OF ARCHITECTURAL REVIEW,)	
)	
<i>Appellee.</i>)	

PETITION FOR REVIEW IN RE: COA-111537-2022

Appellant, Virginia Union University and its representative, David E. Gordon, (“**VUU**” or “**Appellant**”), by counsel, pursuant to the City of Richmond Code of Ordinances, Section 30-930.8, petitions the City Council for review of the 4-3 decision by the Commission of Architectural Review (“**Commission**” or “**Appellee**”) on May 24, 2022, striking VUU’s Application for Certificate of Appropriateness, COA-111537-2022 (the “**Application**”), filed pursuant to City of Richmond Code of Ordinances, Sec. 30-930.6(b), from the Commission’s docket without permitting any argument, comment or evidence to be presented (the “**Denial**”). In support of this Petition, VUU states as follows:

Introduction

1. Unlike other institutions of higher learning located in Richmond, Virginia, VUU has long lacked any prominent signage announcing its location and mission within the community. The highest point on the VUU Campus, the belfry of the Vann Memorial Tower rising from the Belgian Building, had been originally constructed during World War II with a lighted set of panels. Over time, those panels were removed and not replaced. At the end of 2019, and after years of evaluation, planning and fundraising, VUU added one lighted sign, in the shape of the VUU logo,

to each of the four sides of the Vann Memorial Tower. These signs, constructed at substantial expense, both restore the luster of the Vann Memorial Tower as designed and supply a focal point for the Richmond community, one that announces VUU's presence in the City and mission to bring light to the Commonwealth and the nation. VUU appeals the Denial, which sought to extinguish this light on the VUU campus. Because the Denial was contrary to law, and the signs are architecturally compatible with the Belgian Building and the old and historic district in which it sits, VUU asks that it be reversed and the City Council allow the light on Vann Memorial Tower to continue to shine.

Legal Background

2. Under Virginia law, the Richmond City Council (the "**City Council**") may by ordinance identify and protect those historic landmarks within its jurisdiction designated "by the Virginia Board of Historic Resources" and may also identify and protect other buildings, structures and areas possessing "important historic, architectural, archaeological or cultural interest." Va. Code § 15.2-2306(A)(1).

3. The City Council has adopted such an ordinance "for the purpose of preserving the unique historic and architectural character" of designated districts. City of Richmond Code of Ordinances, Sec. 30-930; *id.*, Sec. 30-930.2.

4. The City Council has adopted an ordinance for designating such districts, and has adopted particular provisions identifying various districts, including one covering the property that is the subject of the Application. *See* City of Richmond Code of Ordinances, Sec. 30-930.4; *id.*, Sec. 30-930.5.

5. As authorized by Virginia law, the City Council has also “provide[d] for a review board to administer the ordinance,” the Commission on Architectural Review. Va. Code § 15.2-2306(A)(1); City of Richmond Code of Ordinances, Sec. 30-930.3.

6. Under Virginia law, “[t]he ordinance may include a provision that no building or structure, including signs, shall be erected, reconstructed, altered or restored within any such district unless approved by the review board or, on appeal, by the governing body of the locality as being architecturally compatible with the historic landmarks, buildings or structures therein.” Va. Code § 15.2-2306(A)(1). The City Council has exercised this delegated authority and adopted such a restriction. City of Richmond Code of Ordinances, Sec. 30-930.6(a).

7. “The Commission . . . shall issue a certificate of appropriateness [“COA”] for alterations that are compatible with a property and the old and historic district of which it is a part.” City of Richmond Code of Ordinances, Sec. 30-930.7(a). With respect to signage, a COA shall be issued “for signage, the type, size, material, style, and lighting of which is appropriate to the character of the property and to the old and historic district of which it is a part.” City of Richmond Code of Ordinances, Sec. 30-930.7(f).

Factual Background

8. VUU is a private, historically black university located in the heart of Richmond. Among the notable alumni of VUU are former Governor L. Douglas Wilder; former mayor of Richmond, Dwight C. Jones; and former NBA players, Ben Wallace and Charles Oakley. Many other distinguished citizens, too numerous to enumerate here, count VUU as their alma mater.

9. A portion of VUU’s campus, located at 1500 N. Lombardy Street, is part of the City of Richmond’s Old and Historic Districts, namely the Belgian Building Old and Historic District. *See* City of Richmond Code of Ordinances, Sec. 30-930.5:2.

10. As suggested by its name, that district is home to a prominent structure known as the “Belgian Building,” which has long been a storied part of VUU’s campus. The building is so known for its having been designed by a leading Belgian architect, contributed to the World’s Fair in New York City in 1939 by the government of Belgium, and its bas-reliefs panels, depicting trade scenes from Belgium and the former Belgian Congo.

11. Following conclusion of the World’s Fair, and during the Nazi occupation of Belgium in World War II, VUU was chosen to receive the Belgian Building from among a number of applicants. In 1941, the Belgian Building was reconstructed on the VUU Campus as a shining example of an International Style building in Richmond, Virginia.

12. A 165-foot, four-sided tower, which previously was illuminated and housed bells, rises from the center of the Belgian Building. That portion of the Belgian Building has been named the Vann Memorial Tower, to honor Robert L. Vann, an illustrious early alumnus of VUU.

13. In December 2019, VUU, at substantial expense, attached four (4) 295.2-square-foot, illuminated signs, in the shape of VUU’s logo, to the louvered, highest most point of the exterior of the Vann Memorial Tower, one sign on each of the Belgian Building’s four sides (the “**VUU Signage**”). VUU paid in excess of \$150,000 for the VUU Signage.

14. The VUU Signage was installed to illuminate the University’s unique place in the life of the City of Richmond and the nation.

15. Other institutions of higher education in the City of Richmond, most prominently Virginia Commonwealth University, have erected within the City of Richmond’s Old and Historic Districts many larger, higher, and brighter signs than the VUU Signage.

16. Following installation, a controversy arose regarding whether the VUU Signage required various governmental approvals, including from the Commission.

Procedural Background

17. In February 2020, VUU initially applied to the Commission for a COA under City of Richmond Code of Ordinances, Sec. 30-930.6(b) for the VUU Signage. That application, filed in February 2020, was COA-069101-2020 (the “**Initial Proposal**”).

18. The Commission denied VUU’s Initial Proposal on February 25, 2020 by a vote of 6 to 0.

19. Since the denial of the Initial Proposal, VUU has invested substantial resources to address all potential concerns relating to the VUU Signage, including by diligently working with the Virginia Department of Historic Resources to come to terms on a mitigation agreement between the Virginia Board of Historic Resources (“**VBHR**”) and VUU relating to the VUU Signage.

20. VUU and VBHR are now in the final stages of closing on that mitigation agreement.

21. In light of these substantial developments, VUU filed the Application with the Commission on April 29, 2022, pursuant to Richmond Code of Ordinances, Sec. 30-930.6(b), seeking approval by the Commission of the VUU Signage.

22. The Application contained all information necessary to be considered “a completed certificate of appropriateness application” under Richmond Code of Ordinances, Sec. 30-930.6(c).

23. Additionally, more information about the “plans and specifications” for the VUU Signage was submitted.

24. As a result, notice of the Application was given, Richmond Code of Ordinances, Sec. 30-930.6(e), and VUU’s Application was placed on the Commission’s May 24, 2022, regular agenda.

25. Pursuant to Richmond Code of Ordinances, Sec. 30-930.6(c), the Commission was obliged to either “approve or disapprove” the Application.

26. Instead, at the hearing on May 24, 2022, the Commission, without warning or receipt of any evidence or comment from the public or Appellant on whether the VUU Signage was “architecturally compatible,” struck VUU’s Application from the Commission’s docket by a 4-3 vote of the Commission.

27. The Denial was expressly premised upon the Commission’s prior denial of the Initial Proposal.

28. The Denial expressly did not consider the merits of the Application, including whether the VUU Signage constructed in the Belgian Building Old and Historic District was “architecturally compatible with the historic landmarks, buildings or structures therein.” Va. Code § 15.2-2306.A.1.

29. City of Richmond Code of Ordinances, Section 30-930.8 provides that “[a]ny person aggrieved by a decision of the Commission of Architectural Review pertaining to issuance or denial of a certificate of appropriateness pursuant to this division may appeal such decision to the City Council, by filing a petition with the City Clerk.” City of Richmond Code of Ordinances, Sec. 30-930.8(a); *see* Va. Code § 15.2-2306(A)(1).

30. VUU must file its Petition “within 15 days after the final decision of the Commission approving or disapproving issuance of a certificate of appropriateness.” City of Richmond Code of Ordinances, Sec. 30-930.8(a). Fifteen days from the final decision of the Commission is June 8, 2022. VUU’s appeal is timely.

31. “The City Council shall review the petition, record, documents, and other materials produced by the Commission of Architectural Review pursuant to this section, and the City

Council may reverse or modify the decision appealed, in whole or in part, by resolution when it is satisfied that the decision of the Commission is in error under this division, or, by taking no action, the City Council may affirm the decision of the Commission. If the City Council finds that the testimony of witnesses is necessary for a proper disposition of the matter, it may hear evidence.”
Id. at Sec. 30-930.8(c).

**The Denial Was Contrary to Law, Arbitrary and Capricious, and
Deprived VUU of Due Process of Law**

32. Prior notice of the proposed action and a meaningful opportunity to be heard on the proposed action are the foundational elements of due process. *See Mathews v. Eldridge*, 424 U.S. 319, 333 (1976).

33. Having been provided notice that the matter would be heard, a representative for the Appellant and Counsel for Appellant made an appearance at the May 24, 2022 hearing of the Commission.

34. Legal Counsel for VUU in attendance at the hearing was prepared to address new information relevant to the Application including, but not limited to, VUU’s agreement with the Commonwealth of Virginia, and certain other information specifically relevant to the prior and current condition of the Vann Tower and the context of the Application, as well as any other factual and legal questions or concerns raised by the Commission.

35. During discussion of the Application, a member of the Commission moved to strike the Application from the Commission’s docket under the legal theory of res judicata.

36. Prior Notice of the intent to strike the matter from the Agenda was never provided. Nor were Appellants afforded an opportunity to be heard on that decision.

37. Although present at the hearing and identified to the Commission, neither Appellant nor Legal Counsel were permitted to speak at all, even to address the legal theory, first raised by

the Commission Member at the hearing, that the Application was barred by res judicata. In short, neither VUU nor the public were permitted to be heard on the Application, undermining the purpose of notice and a public hearing.

38. In acting on the Application, the Commission performs a legislative function. *See Byrne v. City of Alexandria*, 298 Va. 694, 702 (2020).

39. Even if the facts and law presented in the Initial Proposal and the Application were identical, the doctrine of res judicata would be inapplicable.

40. Except in circumstances not implicated here, one legislative body's determination in the exercise of the legislative function cannot control the determination of a later legislative body, particularly where the matter involves a decision of public law, as does the Application.

41. Moreover, the Application is not the same as was submitted in the Initial Proposal, and provides additional information for the Commission to consider including additional "plans and specifications" for the VUU Signage. For that additional reason, the Application is not a thing decided.

42. Additionally, once presented with a complete Application, the Commission was obliged to determine only whether the VUU Signage was "architecturally compatible with the buildings, structures, sites and general character of the old and historic district" applicable to the Belgian Building and Vann Tower, specifically whether the VUU Signage is of "the type, size, material, style, and lighting" "appropriate to the character of the property and to the old and historic district of which it is a part."

43. This the Commission refused to do.

44. It is plain that, once presented with a complete Application, the Commission must either "approve or disapprove." *See City of Richmond Code of Ordinances*, Sec. 30-930.6(c). The

thing approved or disapproved is the “completed certificate of appropriateness application” under review. *See id.* (“Upon receipt of a completed certificate of appropriateness application pursuant to this section, the of [sic] Architectural Review Commission shall approve or disapprove *such*” (emphasis added)).

45. While the Commission may “approve” an application “with or without conditions or with such modifications” as is appropriate, it only acts on the completed certificate of appropriateness application, and lacks the authority to strike or refuse to consider such.

46. By striking VUU’s Application, and thereby effectively denying the Application, the Commission 1) erroneously held that it was precluded from considering the Application, and so erroneously denied the Application without considering its merits, 2) exceeded its statutory grant of authority, which is limited to determining whether to approve or disapprove applications for certifications of appropriateness, 3) denied VUU (and the public) the opportunity to be heard on the Application, and 4) failed to determine whether the VUU Signage was “architecturally compatible,” as required by law.

47. Had Appellants been permitted to be heard on the Application, they would have demonstrated that the VUU Signage is “architecturally compatible with the buildings, structures, sites and general character of the old and historic district” applicable to the Belgian Building and Vann Tower, and is of “the type, size, material, style, and lighting” “appropriate to the character of the property and to the old and historic district of which it is a part.”

48. In sum, the Denial was illegal and contrary to law, and so necessarily arbitrary and an abuse of discretion, as well as a deprivation of the due process of law.

Conclusion

WHEREFORE, VUU respectfully requests City Council reverse the Denial entered by the Commission, approve VUU's Application, issue a Certificate of Appropriateness for the VUU Signage, and grant VUU any and all other appropriate relief.

Dated: June 7, 2022

Respectfully submitted,

VIRGINIA UNION UNIVERSITY

By Counsel

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Facsimile: 804.977.3298 / 804.762.6864

Counsel for Appellant Virginia Union University

CERTIFICATE OF SERVICE

I hereby certify that on the 7th day of June, 2022, a true and correct copy of the foregoing *Petition for Review in Re: COA-111537-2022* was served via hand-delivery upon the following:

Mr. Alex Dandridge
Secretary, City of Richmond Commission of Architectural Review Board
City Hall
900 East Broad Street, Room 510
Richmond, Virginia 23219

Ms. Candice D. Reid
City Clerk
900 East Broad Street, Suite 200
Richmond, Virginia 23219

By Counsel



VIRGINIA UNION
UNIVERSITY



Department of Historic Resources
State Review Board & Board of Historic Resources
December 10, 2020

Easement: Belgian Building, City of Richmond

Dr. Allia L. Carter, Executive Vice President/COO of VUU

Mr. Dale G. Mullen, McGuireWoods LLP

Framing Our Conversation

Introduction of Virginia Union University

- History & Background
- Vision & Mission

The Belgian Friendship Building “The Pavilion”

- A Union of a Friendship
- The Robert L. Vann Tower

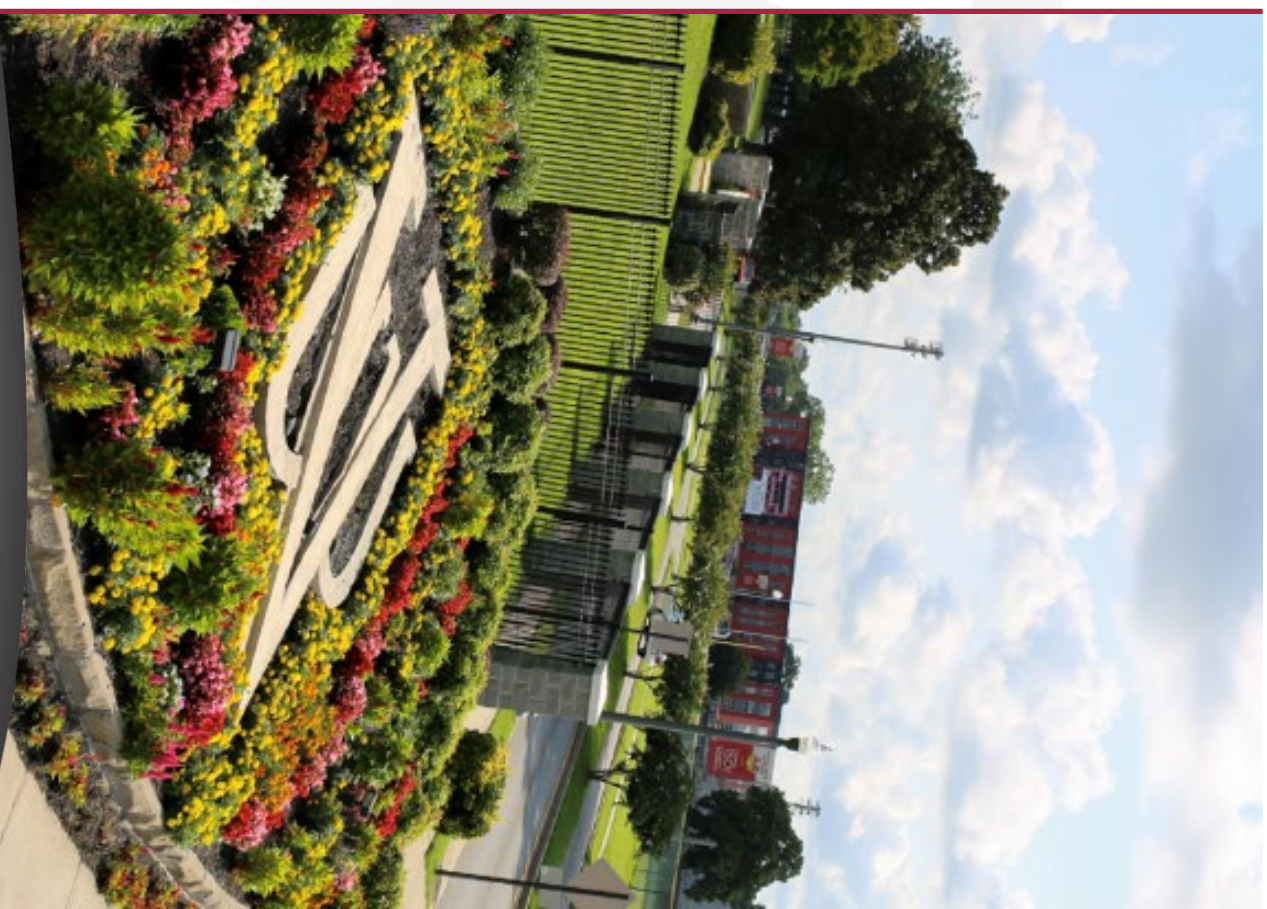
Significance

- Belgian Congo 1908-1960
- Symbols of Change
- Beacon of Light

Legal Position

- This Can Be Done
- International Architectural Significance & Style
- Design and Fixture

Questions & Answers



Virginia Union University

Vision

Virginia Union University is a premier liberal arts urban institution of higher education and center of excellence for the preparation of students and the development of leaders for tomorrow's world.

Mission

Virginia Union University is nourished by its African American heritage and energized by a commitment to excellence and diversity. Its mission is to:

1. Provide a nurturing intellectually challenging and spiritually enriching environment for learning;
2. Empower students to develop strong moral values for success; and
3. Develop scholars, leaders, and lifelong learners of a global society.

To accomplish this mission, Virginia Union University offers a broad range of educational opportunities that advances liberal arts education, teaching, research, science, technology, continuing education, civic engagement, and international experiences.



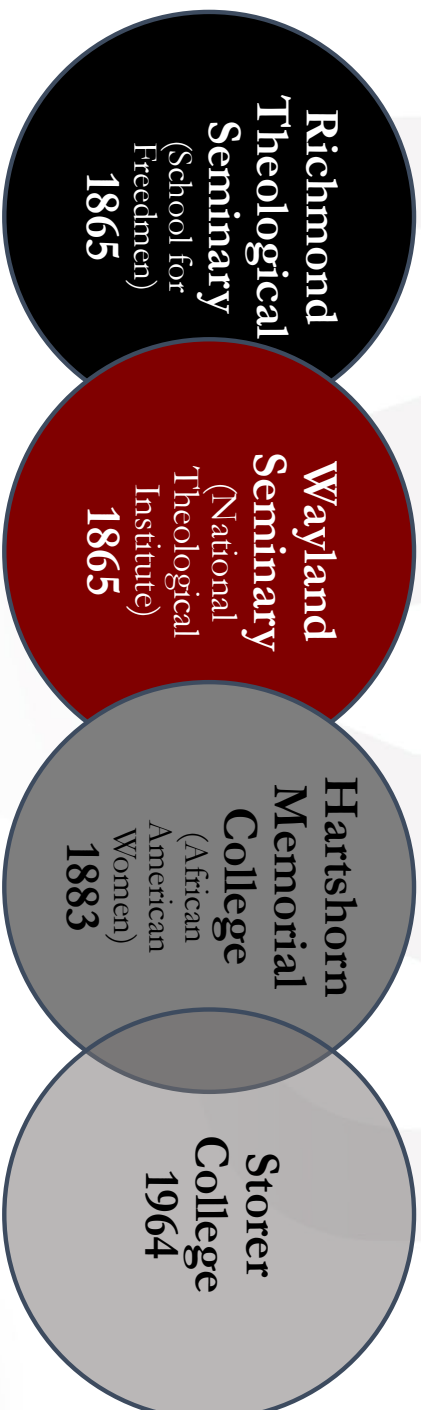
VIRGINIA UNION
UNIVERSITY



History & Background

Rising from a historic environment of legal segregation and emancipation of slaves as an opportunity for education and advancement of people of color. Virginia Union University is honored to be one of the first ten Historically Black Colleges and Universities founded in the nation.

The American Baptist Home Mission Society (ABHMS) arranged for the first classes to be held inside the Lumpkin's Jail, a former slave jail known as the Devil's half-acre. Its owner, Mrs. Mary Ann Lumpkins, rented the space to be used. Lumpkins was a former slave who inherited the property from her late husband, a slave-dealer. Eventually, the ABHMS founded four institutions that would later merge to form the "Union" that gives Virginia Union University its name.



VIRGINIA UNION
UNIVERSITY





The Belgian Friendship Building

Virginia Landmark (1941)

The Belgian Pavilion | New York World's Fair, 1939 | Photograph taken during fair.

The Belgian Friendship Building

- The Belgian Pavilion is a four-part complex constructed for the 1939 New York World's Fair showcasing technology and innovation.
- Instead of having the building return to a University in Belgium. The Belgium government offered the building to any US college or university.
- After competing with 27 other Universities, VUU was awarded the recipient of the Belgian Pavilion in 1941.
- John M. Ellison, 4th President of VUU, worked with the community to raise \$500,000 to relocate the building from New York to VUU.



The Belgian Building, Fund
Richmond, Virginia

Ca. 1941 fundraising brochure describing reconstruction.



The Belgian Building, Cornerstone Laying
Richmond, Virginia

Laying the cornerstone at Virginia Union University, 9 June 1941.

The Belgian Friendship Building

- The Pavilion was designated as a multi-use educational space, classroom, library, performing arts center, and gymnasium.
- The building was used as a processing center for the United States Department of Selective Services for draftees entering World War II.
- From 1943 until 1947, 161,000 individuals from eastern Virginia were inducted.

(Richmond News Leader, Feb. 4, 1943, p.3 and July 24, 1947, p. 23, Ellison letter Jan. 14, 1944, VUU Archives)



Robert L. Vann Memorial Tower

Belgian Friendship Building

- The Tower portion of the Belgian Friendship Building was named after Robert Lee Vann (August 27, 1879 – October 24, 1940)
 - An alumnus of Virginia Union University
 - A newspaper publisher and editor who established the Pittsburgh Courier
 - One of five black attorneys in Pittsburgh in 1910
 - Special assistant to U.S. Attorney General Homer Cummings under President Franklin D. Roosevelt.
- According to the Pittsburgh Courier (1941), the Robert L. Vann Memorial Tower was “the largest memorial ever built for a Negro in America.”



Belgian | Congo

- Oscar Adams, an African-American who reported on the cornerstone laying for the Birmingham *News* noted:

Declaring the beautiful Belgian Pavilion... was the gift of a colonial empire to a Negro university, the gift of a Catholic country to a Baptist school, the symbol of human understanding and goodwill and the negation of racial prejudice of hatred and of violence.



Photograph 1928: Ruandese workers in Katanga, Belgian Congo



Symbols of Change



Robert E. Lee Monument
Jean-Antoine Mercié, sculptor
Lee Circle, Monument Avenue
Richmond, VA
3 June 2020



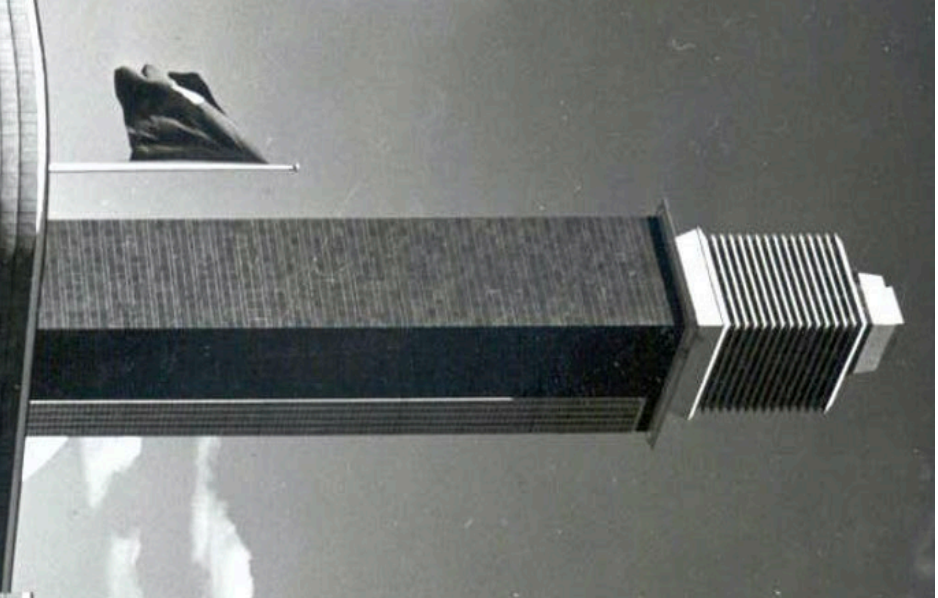
Robert E. Lee Monument
Jean-Antoine Mercié, sculptor
Lee Circle, Monument Avenue
Richmond, VA
22 July 2020

Photographs by Bryan Clark Green

VIRGINIA UNION
UNIVERSITY



Symbols of Change



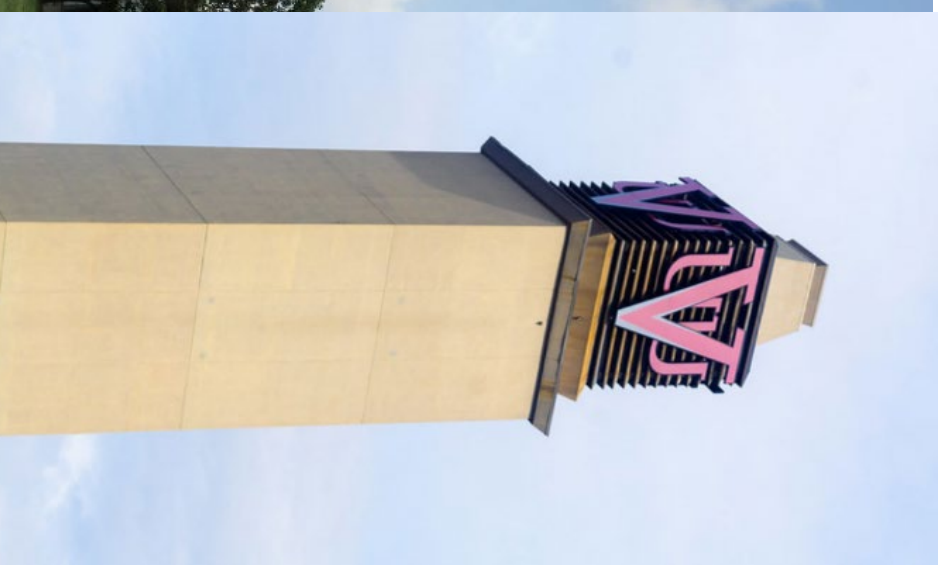
The Belgian Pavilion, Tower
New York, NY
World's Fair, 1939



The Belgian Pavilion, Tower
Virginia Union University
Richmond, Virginia
Photograph, 27 September 2006



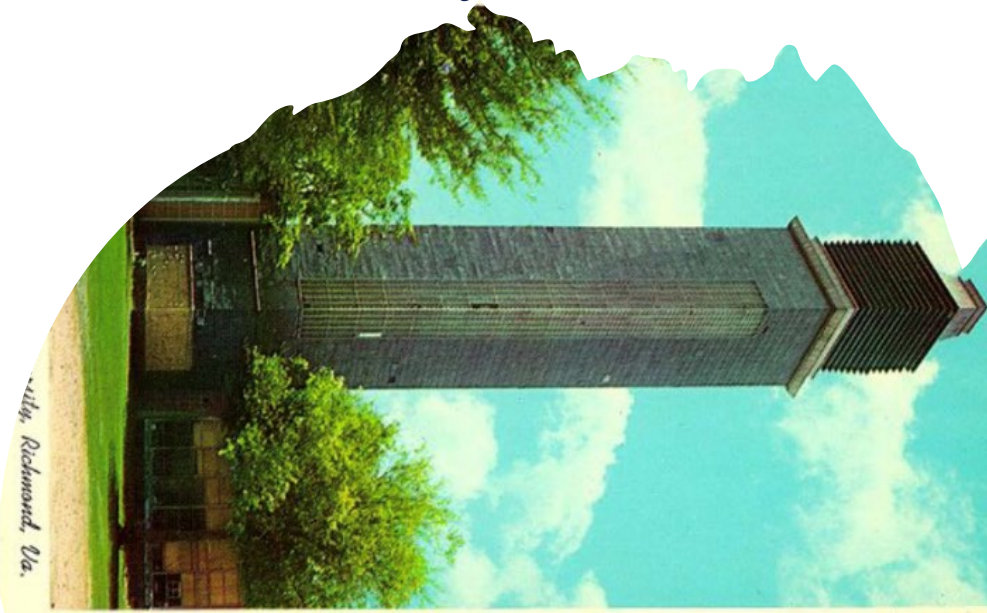
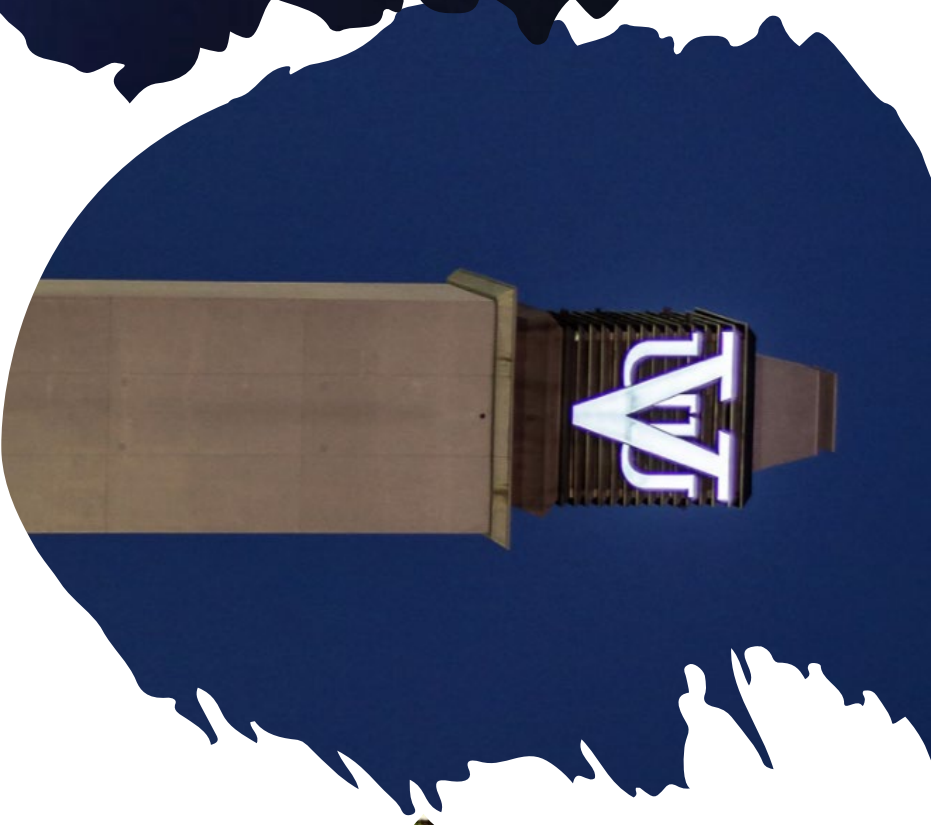
The Belgian Pavilion,
Tower Structural Repairs
Richmond, Virginia
Photograph, 24 May 2012



The Belgian Pavilion, Tower
Richmond, Virginia
Photograph, February 2020

VIRGINIA UNION
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**The Belgian Pavilion, Vann Tower
Union! A Beacon of Light**

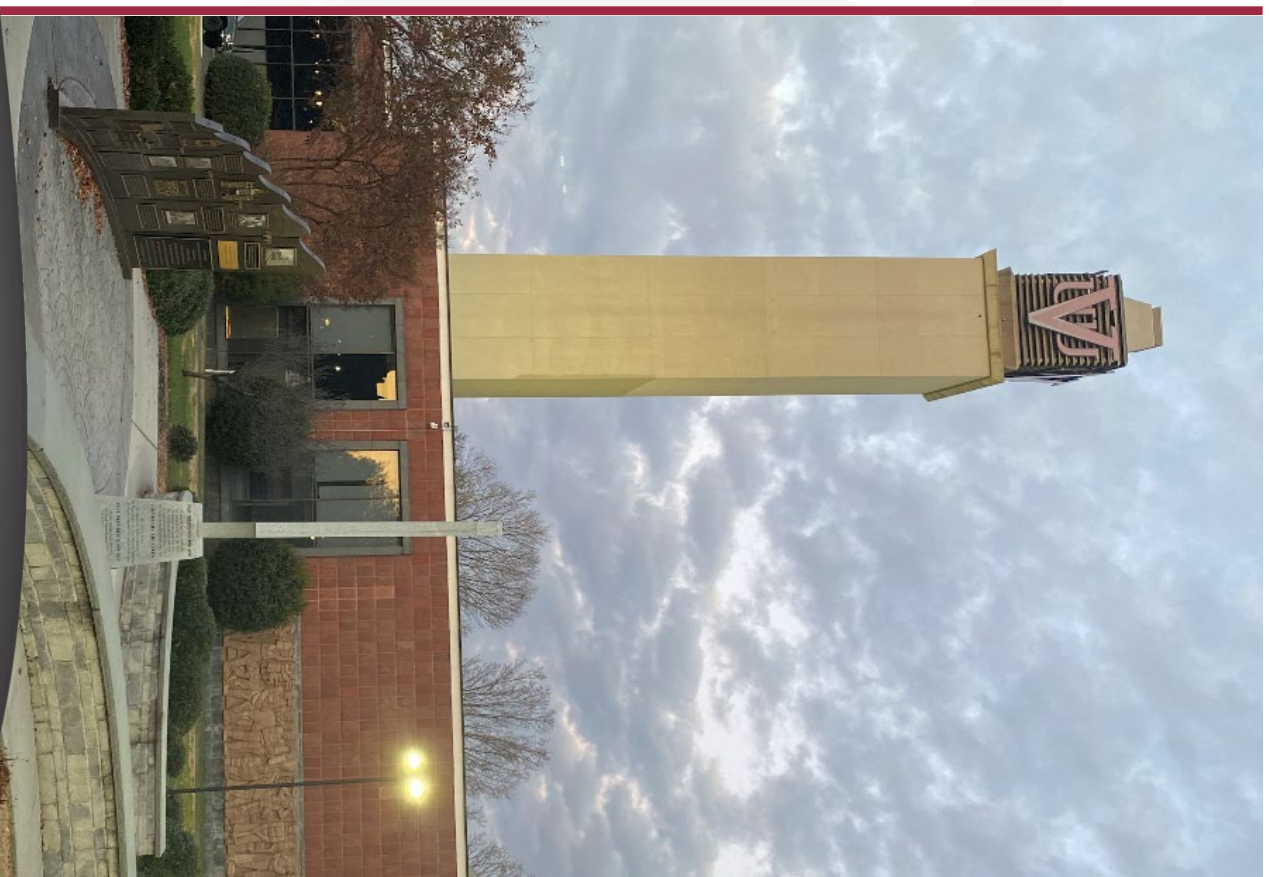
VIRGINIA UNION
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This can be done.

Easement (March 2010)

22. Amendment: Grantee and Grantor may amend this Easement to enhance the Property's Conservation Values or add to the restricted property, provided that no amendment shall (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the Conservation Values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land" or (v) affect the status of Grantee as a "qualified organization" or "eligible donee". No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded among the land records of the City of Richmond.



Easement Program Policy

VIRGINIA DEPARTMENT OF HISTORIC RESOURCES

Historic Preservation Easement Program

POLICY #6 - Easement Amendments

" . . . it is the policy of the Board to allow for consideration of appropriate amendments as circumstances dictate . . . "



VIRGINIA DEPARTMENT OF HISTORIC RESOURCES

Historic Preservation Easement Program

POLICY #6

Easement Amendments

It is the policy of the Board of Historic Resources that every easement be carefully and thoughtfully prepared, and that certain of each easement reflect the expectations and desires of both the Owner and the State. Easement documents shall be drafted with the expectation that amendment will not be necessary. To that end, Department staff members are expected to work closely with property owners, appropriate counsel, and advisors to ensure that to the greatest extent practicable, foreseeable future circumstances are considered at the time the easement document is drafted.

Because all future events cannot be anticipated, easements may need to be amended in certain exigent circumstances. Therefore, it is the policy of the Board to allow for consideration of appropriate amendments as circumstances dictate.

An amendment should strengthen the protection afforded by the original easement to the resource(s) on the property. For example, a property owner may wish to include additional acreage or more restrictive provisions concerning new construction to the existing easement. An amendment should not compromise the historic, architectural, archaeological, open space, cultural, or other environmental resources which the easement was intended to protect.

When determined to be appropriate by the Board, an amendment may be accepted that does not affirmatively strengthen protection of the resource, but which maintains the original easement protections in place. Such an amendment is judged to be "preservation neutral" because it neither strengthens nor weakens the protections to the resource(s) established in the original easement agreement. Circumstances when a "preservation-neutral" amendment may be considered include but are not necessarily limited to:

- Boundary adjustments which result in a *de minimus* change in the protected acreage;
- Changes in the location, configuration or size of permitted buildings or parcels which do not result in expanded development rights, new construction closer to parks, historic or other primary resource(s) than would otherwise be permitted, or other significant diminution in the protection afforded by the original easement; and



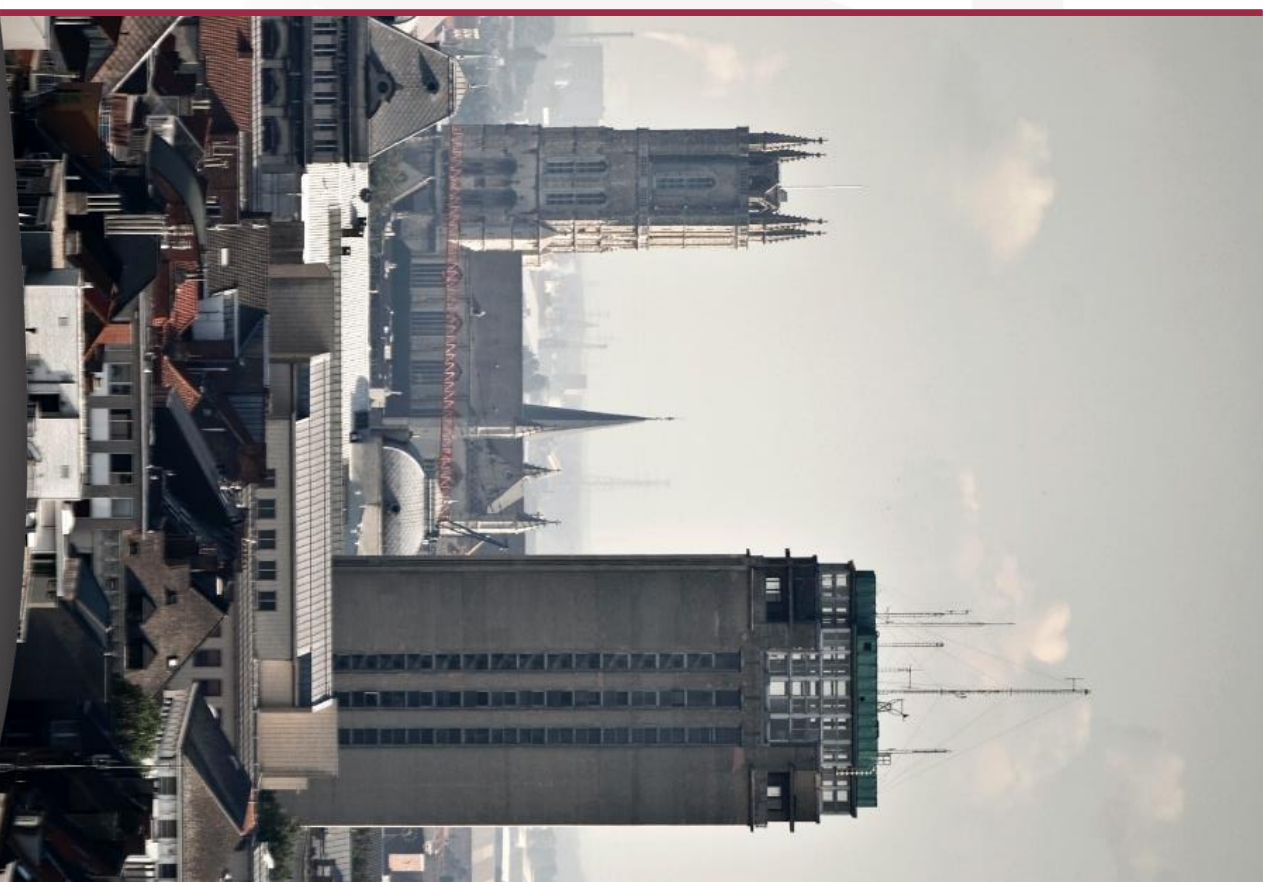
VIRGINIA UNION
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International Architectural Significance & Style

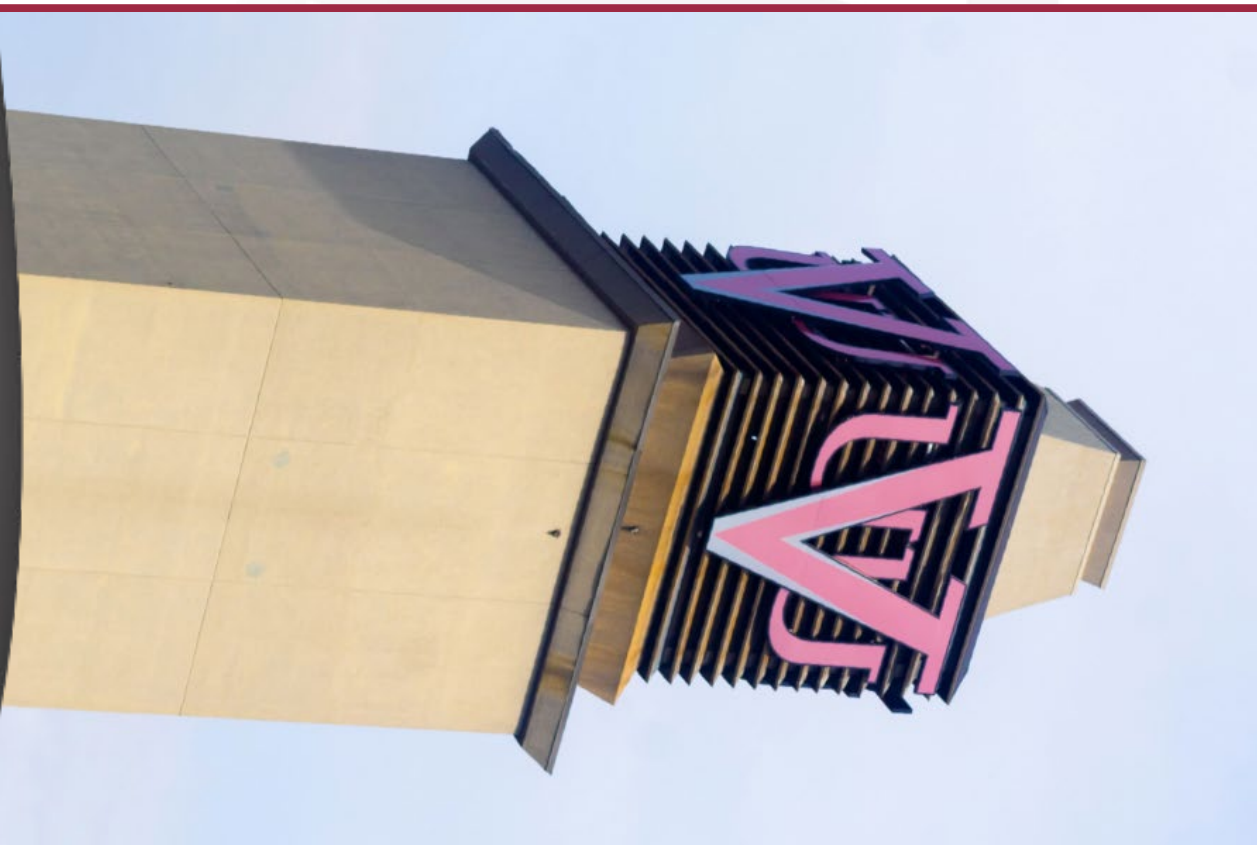
Methodology of lighting (i.e., install, design, and means in which signs are affixed to the building are *not* inappropriate for the building and are *not* incompatible with its historic feature and international style.

According to Fletcher (1963) Belgium architecture can be described as wild, licentious, and picturesque, while sobriety amounting to dullness.



Consistent with Modern Architecture (1925-1950)

Modern architecture, or modernist architecture, new and innovative technologies of construction, glass, steel, and reinforced concrete.



The Belgian Pavilion
Undated photograph, probably 1939
Photograph depicts Belgian Building at New York World's Fair



Example of broken louver from wind damage that



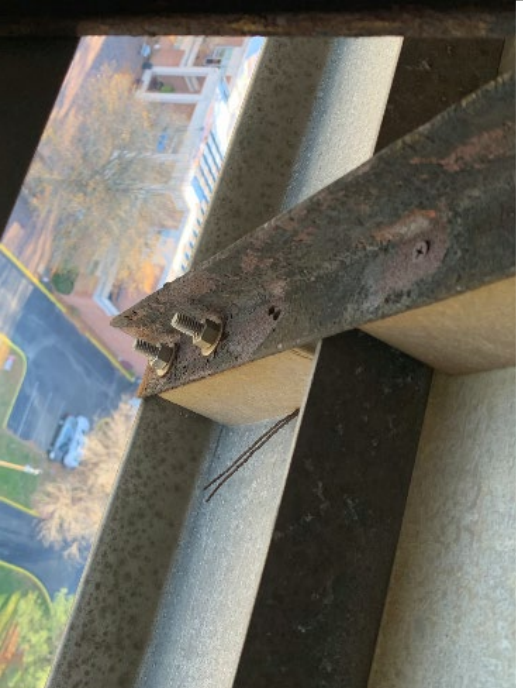
Broken louver from wind damage



Example of a missing panel from storm and wind damage



Penetration for logo support



Design & Fixture

Thank You!
Q&A

VIRGINIA UNION
UNIVERSITY



References

- Bells for Peace Inc. (2006). Retrieved December 10, 2020, from <https://bellsforpeace.org/ellisonSR.htm>
- Chakraborty, Kathleen (2020, July 6). *Monuments matter*. Moore Institute. <https://mooreinstitute.ie/2020/07/06/monuments-matter/>
- Fletcher, Sir Banister (1963). *History of Architecture on the Comparative Method*. 17th edition, revised. New York.
- Green, B. & James-Chakraborty, K. (n.d.). *A Towering Memoria: The Robert L. Vann Tower and the Belgian Friendship Building*. Global Architectural History Teaching Collaborative. Retrieved December 10, 2020, from <https://gahtc.org/lectures/395>
- Lighted VUU tower enhances city skyline* (2016, March 8). Richmond Free Press. Retrieved December 8, 2020, from <http://richmondfreepress.com/news/2016/mar/08/lighted-vuu-tower-enhances-city-skyline/>

Quotes are from a January 10, 2014 article in Architecture Richmond titled: VIRGINIA UNION UNIVERSITY BELGIAN FRIENDSHIP BUILDING AND BELL TOWER

The signs make a statement “that Virginia Union University is here in Richmond and we have a symbolic voice through the lights and the bells. No longer can people ask, ‘Where is Virginia Union?’”

Virginia Union University was founded in 1865 and had a campus dominated by grey granite Richardsonian Romanesque buildings. Nestled in this classic collegiate environment is a surprising architectural exception to the rule; the Belgian Building. Designed for the 1939 New York World’s Fair by world renowned modernist and founder of Belgian Art Nouveau Henri Van de Velde, the building was gifted to Virginia Union University by the Belgian government after the Fair’s end. It and its bell tower were shipped to and reassembled in Richmond where it remains today.

The Staff Report is incomplete. It is important to note here – that at the time the Bell Tower was originally constructed there was a lighted set of panels that no longer exists today.

As a World’s Fair pavilion, the Belgian Building was designed to represent progressive and modern principles. Its form is a stark and clean rendition of international style. Clad in Belgian tile, the facade speaks to its nationalistic origin and anticipates the development of critical regionalism in architecture.

The lower portion of the building, now out of context, does not relate to its site particularly well. A renovation of the building courtesy of SMBW architects has given the building new purpose as the school’s performing and fine arts center.

The bell tower rises from the intersection of the two central masses to a height of 160 feet.

Despite the complete lack of consideration the designers gave to Virginia Union University’s campus, the tower seems almost to have been made for it. Its grey cladding seems to reference the stoic Richmond granite used in the university’s early construction. The tower can be seen from nearly everywhere in the campus and falls almost on axis with the original cross campus walkway. The tower can also be seen from areas such as downtown, Monroe Ward, and the Fan. It’s simple, planar surfaces and grill like pinnacle even seem to have anticipated the construction of the Richmond Petersburg turnpike (I-95).

The Staff Report is incomplete. Here - it is important to note that the louvres – or grills – are already damaged from time and wind and weather.

The university attempted to raise funds to fabricate a new set of bells for the carillon which has gone without them since the building’s reconstruction. They now have an electronic set of bells in place as a result of the success of the ‘Bells for Peace’ organization’s donation campaign. The original set of bells are still in use at Stanford University’s Hoover Tower.

VUU alumna and former Richmond educator E. Dianne Watkins, who spearheaded the effort to have the lights installed through her nonprofit Bells for Peace, excitedly calls the new tower lights “stunning.”

“You can see it from all parts of the city,” she said.

It’s the second time that Bells for Peace has celebrated the lighting of the 161-foot tower.

The group paid to have lights installed in 2013, but Ms. Watkins said they were “insufficient” and “they could not achieve the impact that was sought.”

She then launched a second campaign to get new lighting.

Musco Lighting, based in Oskaloosa, Iowa, agreed in April 2015 to donate \$15,000 in electrical equipment and technical expertise for the project after Bells for Peace agreed to match that amount to pay for the labor.

Other donors included the late Dr. Allix B. James, VUU president emeritus; the Art Deco Society of Virginia, which raised \$3,000 in a December fundraiser; and the university.

Now, with the new lights, Ms. Watkins said she, other VUU alumni and the city have reason to celebrate.

“It does my heart good,” she said, “and it makes a statement that we are here in Richmond and we have a symbolic voice through the lights and the bells. No longer can people ask, ‘Where is Virginia Union?’”

In about _____, a fundraising effort was shifted to lighting and signs. This feature – as out of place and out of date as it is – serves to unite the students and faculty – the campus – the community – and ultimately – the state. It provides focus and pride for a community that has – in a very real sense – been forced to make the best of that which was given despite a complete lack of consideration. And they have done so in remarkable fashion.

The signs make a statement “that Virginia Union University is here in Richmond and we have a symbolic voice through the lights and the bells. No longer can people ask, ‘Where is Virginia Union?’”

Now – the request. This application and the care and concern you show to show to Virginia Union is important. The care and concern you show is important to the students, it is important to the faculty and staff, it is important to the neighborhood, the City and the Commonwealth of Virginia. I would ask that you show support for the light. Please – express your support here. Make your voice heard – and please accept an invitation – before you decide to learn the full importance, the full history and come visit the tower with us.

MITIGATION AGREEMENT

THIS **MITIGATION AGREEMENT** (“**Agreement**”) is dated as of _____, __, 2022 by and between **VIRGINIA UNION UNIVERSITY** (“**VUU**”), a Virginia nonstock corporation whose address is 1500 North Lombardy Street, Richmond, Virginia 23220, and the **COMMONWEALTH OF VIRGINIA, BOARD OF HISTORIC RESOURCES** (“**VBHR**”), a public board created by the Commonwealth of Virginia pursuant to Section 10.1-2203 of the Code of Virginia of 1950 (“**Virginia Code**”) whose address is Virginia Department of Historic Resources, 2801 Kensington Avenue, Richmond, Virginia 23221.

RECITALS

WHEREAS VUU is the owner in fee simple of certain real property situated in the City of Richmond, Virginia, at the intersection of North Lombardy Street and Brook Road having the street address of 2342 Brook Road, being within the Virginia Union University campus and containing in the aggregate 3.492 acres, more or less (the “**Property**”), which Property is further described in Attachment A to the Deed of Easement between VUU and VBHR, as grantor and grantee, respectively, dated March 2, 2010, and recorded on March 16, 2010, in the Clerk’s Office of the Circuit Court of the City of Richmond, Virginia (the “**Clerk’s Office**”) as Instrument #10-4526 (the “**Deed of Easement**”);

WHEREAS the Property is subject to and encumbered by the Deed of Easement, pursuant to which VUU gave, granted and conveyed to VBHR a perpetual historic preservation and open-space easement in gross over, and the right in perpetuity to restrict the use of, the Property, including the Belgian Building, defined below, to the extent and on the terms set forth in the Deed of Easement (the “**Easement**”);

WHEREAS the Property is the site of an institutional building commonly known as the Vann Memorial Tower, so named to honor Robert L. Vann, an illustrious alumnus of VUU, being the same institutional building defined and described in the Deed of Easement as the “**Belgian Building**”;

WHEREAS the Belgian Building is of historical and architectural significance, together with its surrounding acreage has historical, scenic and open-space value, was designated as an historic landmark on the Virginia Landmarks Register on December 2, 1969 and the National Register of Historic Places on February 26, 1970 (the “**Registers**”), and is also listed as an historic site and single building in the City of Richmond Old and Historic District, which is protected by the City of Richmond Zoning Ordinance as established in Division 4, Section 114-930.5 of such ordinance and Section 930.7 of the Richmond City Code;

WHEREAS VUU and VBHR agreed to the Deed of Easement conveying the Easement provided therein to (i) ensure the preservation of the Property and the protection

of the historical and architectural features that led it to be placed on the Registers as well as certain “Conservation Values,” which historical and architectural features and Conservation Values are more fully set forth and defined in the Deed of Easement and the Baseline Documentation Report referenced in Section 1 of the Deed of Easement (the “**Baseline Documentation Report**”) and (ii) fulfill a requirement for VUU to receive a Save America’s Treasures Grant, Grant Agreement No. 51-05-HB-14909, in the amount of three-hundred and forty thousand (\$340,000.00) from the National Park Service, United States Department of the Interior, which grant VUU matched in the amount of \$145,714;

WHEREAS VUU and VBHR agreed that the Baseline Documentation Report accurately describes the condition and character of the Property, including the Belgian Building, as of March 2, 2010, that being the date of the Deed of Easement;

WHEREAS the Easement imposed certain restrictions on VUU’s use of the Property that are specified in the Deed of Easement to ensure the preservation of the Property and the protection of the aforementioned historical and architectural features and Conservation Values;

WHEREAS the Easement, among other things, requires VUU to maintain, preserve and protect the Property “as nearly as practicable” in its existing state at the time of the Easement’s conveyance, as shown in the Baseline Documentation Report, “except for changes that are expressly permitted” in the Deed of Easement;

WHEREAS Section 5 of the Deed of Easement states, in part: “The ‘Belgian Building’ shall not be . . . materially altered, restored, renovated, extended, or increased or decreased in height, except in a way that would be in keeping with the historic character of the Property and consistent with the Secretary’s Standards and provided that the prior written approval of Grantee to such actions shall have been obtained. This provision shall apply to the exterior of the ‘Belgian Building’ and the interior steel structural framing identified in paragraph 3(iv) above”;

WHEREAS Section 3(iv) of the Deed of Easement states: “The character-defining historic interior steel structural framing and steel curtain wall system shall not be altered or removed from the Property without the prior written approval of Grantee”;

WHEREAS Section 14 of the Deed of Easement states, in part: “No sign, billboard, or outdoor advertising structure shall be displayed on the Property without the consent of Grantee, other than signs not exceeding nine square feet . . .”;

WHEREAS subsequent to the date of the Deed of Easement, on or about January 2, 2020, VUU attached four (4) 295.2-square-foot, lighted signs, in the shape of VUU’s logo, to the exterior of the 165-foot Vann Memorial Tower that rises from the center of the Belgian Building, one sign on each of the Belgian Building’s four sides (the “**VUU Signage**”);

WHEREAS the VUU Signage was brought to VBHR’s attention at its December 10, 2020 meeting;

WHEREAS the appearance and condition of the VUU Signage specifically and the Property of Concern (as defined below) generally have been accurately documented as of November 17, 2021, in the “**Belgian Building Annual Stewardship Report**,” dated November 22, 2021, a copy of which is attached hereto as **Exhibit A**, and is incorporated herein by reference;

WHEREAS VBHR did not approve the installation of the VUU Signage and a dispute arose between VUU and VBHR over whether the VUU Signage violated the Easement;

WHEREAS at its March 18, 2021 meeting, VBHR proposed a mitigation plan with VUU whereby: (1) VUU would add a preservation section to VUU’s master plan; (2) the VUU Signage would be monitored biannually; (3) VUU would sponsor two highway markers; and (4) VUU would pay an annual fee for so long as the VUU Signage remained in place;

WHEREAS at its June 17, 2021 meeting, VBHR delegated to the Director of the Virginia Department of Historic Resources (“**VDHR**”) the authority and the discretion to negotiate the terms of a mitigation plan and settlement agreement and to enter into such plan and agreement with VUU;

WHEREAS the parties have agreed on terms for the mitigation plan proposed by VBHR and desire to enter into this Agreement to memorialize the mitigation plan;

WHEREAS the Easement is administered by VDHR on behalf of VBHR and this Agreement will also be administered by VDHR on behalf of VBHR;

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and obligations in and the benefits to be derived from this Agreement, VUU and VBHR hereby agree as follows:

AGREEMENT

1. **Recitals**. Subject to Section 23 of this Agreement, the foregoing recitals are true and correct and are incorporated herein by reference, as though fully set forth herein.

2. **Definitions**. The capitalized terms used, but not defined, in this Agreement shall have the same meaning as when used in the Deed of Easement.

3. New Master Plan. VUU is in the process of adopting a new Master Plan, and agrees to include a section therein that addresses preservation of the historical and architectural features of the Property, and to consult the 2010 Historic Master Plan prepared by Commonwealth Architects. Prior to adopting the new Master Plan, VUU shall provide to VDHR a copy of the section in the final draft that addresses preservation of the historical and architectural features of the Property. VDHR will have fifteen (15) days from receipt of the final draft to provide comments to VUU. VUU shall provide a copy of the section of the Master Plan that addresses preservation of the historical and architectural features of the Property, as adopted, to VDHR. However, nothing herein shall obligate VUU to adopt any particular provision regarding preservation of the Property or any other provision.

4. Inspection of Property of Concern; Opinions.

a. Definitions.

i. **“Inspector”** means an independent qualified, Virginia-licensed structural engineer or an independent qualified, Virginia-licensed architect.

ii. **“Property of Concern”** means the VUU Signage, the exterior of the Belgian Building and the interior steel structural framing referenced in paragraphs 3(iv) and 5 of the Deed of Easement.

iii. **“Opinion”** means a written opinion regarding (A) the structural effects of the VUU Signage on the Belgian Building including, without limitation, the direct effects and effects reasonably attributable to the VUU Signage such as wind load or snow load, and (B) whether the effects of the VUU Signage on the Belgian Building necessitate removal of the VUU Signage under the standard of Section 4(f)(ii) below. All Opinions shall be based upon standards and practices generally accepted in the Inspector’s field, and all measurements, observations, and calculations used in preparing the Opinions shall be included therein.

b. Inspector’s Observations. In addition to issuing an Opinion pursuant to this Section 4, if any Inspector observes or otherwise becomes aware of any activities directed toward the demolition or removal of any part of the Property of Concern, damage to the Property of Concern, or any material alteration, restoration, renovation, extension or change in height of any part of the Property of Concern, such Inspector shall promptly give written notice of the same to VBHR and VUU.

c. VUU Inspector; Inspection Period.

i. VUU shall retain an Inspector, at VUU’s sole cost and expense (the **“VUU Inspector”**), who has been approved in advance by VBHR to inspect the Property of Concern and issue an Opinion (a **“VUU Opinion”**). VUU shall make a written request to VBHR for approval of its retention of said VUU Inspector and the terms

of such agreement, which approval shall not be unreasonably conditioned, delayed, or withheld.

ii. On or after the Effective Date, the VUU Inspector shall enter the Property, upon reasonable notice to VUU, for the purposes of inspecting the Property of Concern and issuing a VUU Opinion. The VUU Inspector shall perform an inspection at least once during each “**Inspection Period.**” An Inspection Period is a repeating 180-day period that commences on the Effective Date. If for four (4) consecutive 180-day Inspection Periods, no Binding Opinion determines that the Property of Concern is suffering structural or permanent cosmetic damage as a result of the VUU Signage and that remediation of such damage or prevention of further said damage requires that the VUU Signage be removed, then the Inspection Periods shall be extended to annual periods, coinciding with the anniversary of the Effective Date. The VUU Inspector shall make the first inspection within sixty (60) days after the Effective Date.

iii. Within thirty (30) days after an inspection of the Property of Concern, the VUU Inspector shall provide to VUU and VBHR a VUU Opinion. If VBHR accepts the findings of a VUU Opinion, then within thirty (30) days after such VUU Opinion is delivered to VBHR, VBHR shall provide written notice to VUU that it accepts such VUU Opinion. If VBHR accepts such VUU Opinion, then such VUU Opinion shall be binding on the parties with respect to the Inspection Period for which it was issued.

d. VBHR Inspector.

i. If VBHR does not accept the findings of a VUU Opinion, then within thirty (30) days after such VUU Opinion is delivered to VBHR, VBHR may engage the services of an Inspector (the “**VBHR Inspector**”), at its sole cost and expense, to inspect the Property of Concern and provide an Opinion to VBHR and the VUU (a “**VBHR Opinion**”).

ii. Within thirty (30) days after the inspection of the Property of Concern, the VBHR Inspector shall provide to VUU and VBHR a VBHR Opinion. If VUU accepts the findings in such VBHR Opinion, then within thirty (30) days after such VBHR Opinion is delivered to VUU, VUU shall provide written notice to VBHR that it accepts such VBHR Opinion. If VUU accepts such VBHR Opinion, then such VBHR Opinion shall be binding on the parties with respect to the Inspection Period for which it was issued.

e. Inconsistencies; Third-Party Inspector.

i. If VUU does not accept the findings of a VBHR Opinion within thirty (30) days after such VBHR Opinion is delivered to VUU, then VUU and VBHR shall direct the VUU Inspector and the VBHR Inspector to mutually select a third-party Inspector (the “**Third-Party Inspector**”) to inspect the Property of Concern and

provide an Opinion to VBHR and the VUU within thirty (30) days after the Third-Party Inspector's inspection (the "**Third-Party Opinion**").

ii. If a Third-Party Inspector is engaged to inspect the Property of Concern and to provide the Third-Party Opinion, then VUU and VBHR shall each pay one-half of the cost of the Third-Party Opinion.

iii. The Third-Party Opinion shall be binding on the parties with respect to the Inspection Period for which it was issued.

f. Binding Opinion; Removal of the VUU Signage.

i. An Opinion that is binding on the parties with respect to the Inspection Period for which it was issued is referred to in this Agreement as a "**Binding Opinion.**"

ii. If any Binding Opinion determines that the Property of Concern is suffering structural or permanent cosmetic damage as a result of the VUU Signage and that remediation of such existing damage or prevention of further said damage requires that the VUU Signage be removed, then VUU shall promptly commence and undertake the removal of the VUU Signage and the restoration of the Belgian Building, as nearly as practicable, to the condition in the Baseline Documentation Report, in consultation with and subject to the prior approval of VBHR. VUU shall complete such removal and restoration within ninety (90) days of the date of the then-current Binding Opinion.

5. Annual Payment; Removal of VUU Signage; Letter of Credit.

a. Annual Payment. Within ten (10) business days of the Effective Date and annually on each anniversary of the Effective Date until such anniversary as the VUU Signage has been removed and the Belgian Building restored to VBHR's satisfaction, VUU shall make a lump sum payment to the Preservation Easement Fund, created by Virginia Code Section 10.1-2202.2, in the amount of Thirty-Five Thousand Dollars (\$35,000.00), payable in legal U.S. tender at the place of payment (the "**Annual Payment**").

b. Removal of VUU Signage. If on or prior to any such anniversary of the Effective Date (i) the VUU Signage has been removed from the Belgian Building and (ii) the Belgian Building has been restored, as nearly as practicable, to the condition documented in the Baseline Documentation Report, then VUU shall have no obligation to make any future Annual Payment. The manner, timing and method of the VUU Signage's removal, if any, shall be determined by VUU, subject to the prior written consent of VBHR, whose consent shall not be unreasonably withheld, conditioned or delayed.

c. Letter of Credit.

i. Obligation to Obtain Letter of Credit. VUU shall obtain an irrevocable standby letter of credit in the amount of \$70,000.00 from Truist Bank (“**Issuer**”) that names VBHR as beneficiary, in the form of **Exhibit B** hereto (the “**Letter of Credit**”). VUU shall deliver the signed, original Letter of Credit to VBHR when VUU delivers a signed, original of this Agreement to VBHR.

ii. Obligation to Maintain Letter of Credit. VUU shall maintain the Letter of Credit until (A) the VUU Signage has been removed from the Belgian Building and (B) the Belgian Building has been restored, as nearly as practicable, to the condition documented in the Baseline Documentation Report. If the Letter of Credit is terminated for any reason, except under Section 5(c)(iv) herein, VUU shall obtain a replacement Letter of Credit.

iii. Drawing on the Letter of Credit. If VUU fails to pay any Annual Payment within fifteen (15) calendar days of the Effective Date or any anniversary thereof, then VBHR may immediately draw Thirty-Five Thousand Dollars (\$35,000.00) on the Letter of Credit or replacement Letter of Credit.

iv. Termination of the Letter of Credit. If on or prior to any anniversary of the Effective Date (A) the VUU Signage has been removed from the Belgian Building and (B) the Belgian Building has been restored, as nearly as practicable, to the condition documented in the Baseline Documentation Report, then VBHR’s right to draw on the Letter of Credit or replacement Letter of Credit shall immediately terminate, without more, and VUU and VBHR shall direct Issuer to terminate the Letter of Credit or replacement Letter of Credit.

6. Sponsorship of Historical Highway Markers. Within one year of the Effective Date, VUU shall apply for the sponsorship of two (2) new historical highway markers on the Property, pursuant to Virginia Code Section 10.1-2209, to be erected at such locations as are mutually agreeable to the parties hereto. The historical highway markers shall be formulated to educate the public about the history of VUU and of the Belgian Building. VUU’s applications for the historical highway markers shall be adjudicated by the VBHR pursuant to Virginia Code Section 10.1-2209 on the same terms as those submitted by other sponsors. VUU shall bear the costs associated with sponsoring the historical highway markers on the same terms as other sponsors.

7. Enforcement and Removal of the VUU Signage.

a. If VUU is in compliance with the terms of this Agreement and the then-current Binding Opinion does not indicate that the Property of Concern is suffering either structural or permanent cosmetic damage as a result of the VUU Signage and that

remediation of existing said damage or prevention of further said damage requires that the VUU Signage be removed, then VBHR shall not exercise any right it has to take enforcement or other legal action under the Deed of Easement with respect to the VUU Signage, including (i) any right under paragraph 19 of the Deed of Easement related to the VUU Signage and (ii) any right (A) to require removal of the VUU Signage; (B) to recover damages arising from non-compliance related to the VUU Signage; (C) to enjoin non-compliance related to the VUU Signage by temporary or permanent injunction; or (D) in connection with the VUU Signage, to otherwise obtain reimbursement of costs of enforcement, costs of restoration, court costs, attorney's fees, or any other payments ordered by a court.

b. Should VBHR deem VUU to not be in compliance with any of the terms of this Agreement, a written notice identifying the alleged non-compliance shall be given to VUU as provided in Section 8 of this Agreement, along with a copy of this Agreement. VUU shall have a period of fifteen (15) calendar days from receipt of the written notice to cure the identified non-compliance before VBHR may exercise any of those rights referenced in Section 7(a).

c. For so long as the VUU Signage remains on the Belgian Building, VUU shall maintain the VUU Signage in a good state of repair and in the same appearance and condition documented in the Belgian Building Annual Stewardship Report and shall repair or clean any structural or cosmetic damage that results from the VUU Signage but that a Binding Opinion does not indicate necessitates removal of the VUU Signage.

d. VUU may elect, in its sole discretion, to remove the VUU Signage from the Belgian Building and to restore the Belgian Building, as nearly as practicable, to the condition documented in the Baseline Documentation Report. If VUU elects to remove the VUU Signage and restore the Belgian Building, VUU shall obtain VBHR's prior written approval of the means and method of the removal and restoration. VBHR may condition its approval on reasonable requirements that ensure the integrity of the Belgian Building during the removal and restoration process. Removal of the VUU Signage and restoration of the Belgian Building shall be considered complete when VBHR provides written notice to VUU that it is satisfied with the removal and restoration. Following the removal of the VUU Signage and restoration of the Belgian Building to VBHR's satisfaction, VUU shall maintain the Belgian Building, as nearly as practicable, in the condition documented in the Baseline Documentation Report to the extent required by the Deed of Easement including, without limitation, Sections 3(iv) and 5 of the Deed of Easement.

e. Notwithstanding any provision herein, following removal of the VUU Signage and restoration of the Belgian Building to VBHR's satisfaction, VBHR may enforce any and all terms in the Deed of Easement against the Property of Concern.

8. Notices/Requests. Whenever notices are to be given, requests are to be made or responses are to be provided under the terms of this Agreement, such notices, request and responses shall be deemed to have been given, made and provided on the date said notice, request or response is either hand-delivered or sent via a nationally-recognized overnight delivery service to the other party, as follows:

If to VBHR to: Virginia Department of Historic Resources
2801 Kensington Avenue
Richmond, Virginia 23221
Attention: Director

With a required copy sent, via registered or certified mail (return receipt requested, first-class, postage prepaid, which shall not be sufficient notice), to: Office of the Attorney General
202 North Ninth Street
Richmond, Virginia 23219
Attention: Section Chief, Real Estate Land Use Section

If to VUU to: Virginia Union University
Pickford Hall
1500 North Lombardy Street
Richmond, VA 23220
Attention: President

With a required copy sent, via registered or certified mail (return receipt requested, first-class, postage prepaid, which shall not be sufficient notice), to: Whiteford, Taylor & Preston L.L.P.
Two James Center
1021 East Cary Street, Suite 1700
Richmond, Virginia 23219
Attention: Dale G. Mullen, Esq.

or in each case to such other address or addressee as any party hereto may from time to time designate to the other party hereto by notice given pursuant to this Section. Notices, requests and responses hereunder by either party may be given by counsel for such party.

9. Approvals. Whenever VBHR's approval is necessary under this Agreement, VUU shall submit in writing to VBHR, for VBHR's evaluation: (i) VUU's specific request identifying a proposed activity or use; (ii) relevant information about the proposed activity or use (including without limitation, photographs, plans, specifications, and designs, as applicable); (iii) a timetable for the proposed activity or use sufficient to permit VBHR to monitor it, and (iv) such other information as VBHR may reasonably request. VBHR will use reasonable efforts to respond to any written request of VUU within thirty (30) business days after VUU's receipt of such request. Nothing herein should be construed, however, to require VBHR to issue a final decision on such request within such thirty (30) business day period, provided that a final decision is issued as timely as is

practicable under the circumstances. In the event that VBHR does not respond in writing to VUU's written request within thirty (30) business days of receipt of such request, then VBHR will be deemed to have denied the request, and VUU may ask for reconsideration or submit a new request.

10. Dates. If the date on which a party to this Agreement is required to take any action is not a business day at the place of performance, the date for the performance of any such act shall be extended to the next succeeding business day. As used herein, "business day" shall mean any day that is not a Saturday, Sunday or federal or state holiday at the place of performance.

11. No Waiver. Failure by either party to insist upon or enforce any of its rights hereunder shall not constitute a waiver thereof.

12. Non-Assignable. Neither VUU nor VBHR shall have the right to assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. To effectuate an assignment properly consented to, the assignee must also assume in writing all remaining obligations under this Agreement of the assignor. Any assignment made without the prior written consent of the other party or the written assumption of remaining obligations by the assignor shall be null, void and of no effect. Any change in the status, nomenclature, or organization of VBHR or VDHR that is authorized by the General Assembly of the Commonwealth of Virginia shall not be deemed an assignment of this Agreement.

13. Governing Law. This Agreement and the rights and obligations hereunder of the parties hereto shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to any conflict of laws provisions.

14. Entire Agreement; Amendment. This Agreement, interpreted in light of the Deed of Easement and all exhibits attached thereto and incorporated therein, constitutes the final expression of, and contains the entire agreement between, VUU and VBHR with respect to the subject matter of this Agreement and supersedes all prior oral and/or written understandings. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument agreed to by both parties hereto and signed by such parties' authorized agent.

15. No Effect on Easement Terms; Subject of Agreement and VBHR's Rights.

a. No Effect of Easement Terms. All terms and conditions of the Easement are hereby ratified, and shall continue in full force and effect, and shall be deemed unchanged hereby. Notwithstanding anything herein, in no event shall this Agreement be deemed to constitute any acknowledgement, admission, agreement, stipulation or concession on the part of VUU, VDHR, VBHR, or the Commonwealth of

Virginia that the VUU Signage is or is not (i) reflective of the Property's documented state as set forth in the Baseline Documentation Report, or (ii) in keeping with the historic character of the Belgian Building.

b. Subject of Agreement and VBHR's Rights. This Agreement addresses the dispute between VUU and VBHR regarding the VUU Signage only. Nothing herein is a waiver of (i) VBHR's right to enforce the terms and provisions of the Deed of Easement with respect to any other violation under the Deed of Easement, or (ii) any other right of VBHR.

16. No Third-Party Beneficiaries. Nothing in this Agreement shall create any right in the public or in any third party to maintain any judicial proceeding against VBHR, VDHR, the Commonwealth of Virginia or VUU or to enforce this Agreement through any means including, but not limited to, judicial action. Additionally, nothing herein shall be construed to convey any new right to the public for access to or use of the Property or any part thereof, and VUU shall retain exclusive right to such access and use, subject only to the provisions of the Easement.

17. Authority to Bind. VUU has full power and authority to enter into, execute and bind itself and its agents to this Agreement, as evidenced by the signature of its agent below. Subject to the approvals required by Virginia Code Section 2.2-514, VBHR has full power and authority to enter into, execute, and bind itself and its agents, including VDHR, to this Agreement, as evidenced by the signature of its agent below.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns (as permitted above).

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and both of which together shall be for all purposes considered an original of this Agreement. Any required execution hereunder may be made electronically or sent by electronic mail, but shall be followed within three (3) business days by an original executed counterpart if requested by either party.

20. Administration and Enforcement by VDHR. Notwithstanding any other provision herein, this Agreement may be administered and enforced by VDHR on behalf of VBHR. The parties agree that VDHR may act on behalf of VBHR for any purpose related to this Agreement, including without limitation for issuing approvals and accepting Opinions.

21. No Admission. Nothing in this Agreement shall be deemed an admission of liability on the part of either party hereto.

22. Effective Date. The "**Effective Date**" of this Agreement is the date that this Agreement has been fully executed by both parties. VBHR shall give prompt written notice of its execution to VUU pursuant to the terms of Section 8.

23. Belgian Building Annual Stewardship Report. The Belgian Building Annual Stewardship Report is incorporated herein solely for the purpose of documenting the appearance and condition of the VUU Signage specifically and the Property of Concern generally as of November 17, 2021. The incorporation of the Belgian Building Annual Stewardship Report herein does not constitute an admission or agreement by VUU, VBHR, or VDHR regarding any violation or purported violation of the Deed of Easement or any other matter.

[SIGNATURE PAGES TO FOLLOW]

Witness the following signatures and seal:

VUU:

VIRGINIA UNION UNIVERSITY,
a Virginia nonstock Corporation

By: _____

Name: _____

Title: _____

Date: _____

COMMONWEALTH of VIRGINIA)
CITY of RICHMOND), to-wit:

The foregoing Mitigation Agreement was acknowledged before me this ____ day
of _____, 2022, by _____, acting in his/her
capacity as _____, on behalf of Virginia
Union University.

Notary Public

My commission expires: _____
Notary Commission No. _____
(SEAL)

VBHR:

COMMONWEALTH OF VIRGINIA
BOARD OF HISTORIC RESOURCES,

By: _____
Julie V. Langan
Director, Commonwealth of Virginia,
Department of Historic Resources

Date: _____

COMMONWEALTH of VIRGINIA)
CITY of RICHMOND), to-wit:

The foregoing Mitigation Agreement was acknowledged before me this ____ day of _____, 2022, by Julie V. Langan, acting in her capacity as Director, Virginia Department of Historic Resources, on behalf of the Commonwealth of Virginia, Board of Historic Resources.

Notary Public

My commission expires: _____
Notary Commission No. _____
(SEAL)

EXHIBIT A

“Belgian Building Annual Stewardship Report,” dated November 22, 2021

(See attached.)

Exhibit B

Form of Letter of Credit