

MITIGATION AGREEMENT

THIS MITIGATION AGREEMENT (“Agreement”) is dated as of AUGUST, 4, 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

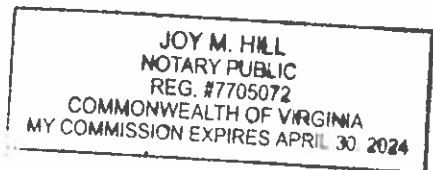
By: Alia L. Carter
Name: Alia L. Carter
Title: EVP/COO
Date: 8/4/22

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

The foregoing Mitigation Agreement was acknowledged before me this 4th day of August 2022, by Joy M. Hill, acting in his/her capacity as Notary Public, on behalf of Virginia Union University.

Joy M. Hill
Notary Public

My commission expires: April 30, 2024
Notary Commission No. 7705072
(SEAL)



VBHR:

COMMONWEALTH OF VIRGINIA
BOARD OF HISTORIC RESOURCES,

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

Date: 9/30/2022

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

The foregoing Mitigation Agreement was acknowledged before me this 30 day of September, 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.

Jennifer Pullen
Notary Public

My commission expires: 8.31.25
Notary Commission No. 7545664
(SEAL)

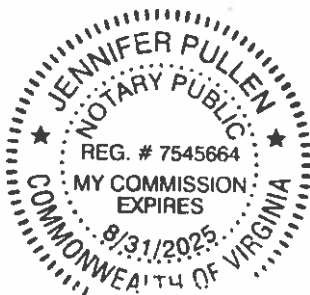


EXHIBIT A

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

(See attached.)

Mitigation Agreement Exhibit A



Annual Stewardship Report

Site Visit Date: 11/17/2021
DHR Staff: B. McDonald
Report Prepared By: B. McDonald

Property Information		
Property Name: Belgian Building	File No. 127-0173_ep	Tax Map ID: N0000740001 (por.)
City: Richmond	Acreage: 3.492	Co-Holder: None
Property Address: 2342 Brook Road, Richmond, VA 23220		

Owner Contact Information	<input type="checkbox"/> New
Owner Name(s): Virginia Union University; Contact: David Gordon, Vice President of Capital Projects	
Owner Mailing Address: 1500 North Lombardy Street, Richmond, VA 23220	
Phone: (804) 342-3943	Email: degordon@vuu.edu

Previous Documentation	Date; Staff
Baseline Documentation Report (BDR) <input checked="" type="checkbox"/>	March 2010; W. Musumeci
Present Condition Report (PCR) <input type="checkbox"/>	
Previous Site Visit <input checked="" type="checkbox"/>	5/23/19; B. McDonald

Alterations Summary
<p>Describe any changes since the previous site visit:</p> <p>-In early January 2020, DHR staff learned that four large internally illuminated signs were installed near the top of the tower portion of the Belgian Building and notified VUU that the unapproved installation was inconsistent with the provisions of the perpetual easement and the signs must be removed. VUU notified DHR of its intent to appeal this decision, despite the fact they had not submitted a project review request. The project review request was received on September 25, 2020 and was formally determined to be inconsistent with the easement provisions. The signs remain installed and a mitigation agreement between the University and DHR is currently in negotiation.</p> <p>-During this site visit, staff noted the presence of three newly installed signs denoting the building name around the periphery of the building footprint. These signs were installed since the previous site visit and without the review and approval of DHR's easement program. Additional information is provided below.</p> <p>-The University was in the process of installing two new scoreboards within the basketball arena at the time of the site visit.</p>
<p>Describe any plans the owner has for the property:</p> <p>-The University has received a grant that will be used for the installation of a new HVAC system as well as a new mezzanine level for the field house/basketball arena. <i>All proposed work within the arena/field house should be coordinated with DHR easement staff for review and approval once these project plans are finalized.</i></p>

Existing Conditions-Exterior Features of the Main Historic Building:	
Building Element	Condition Assessment
1. Roof System	Good-No Issues Observed
2. Exterior Walls/Foundation	Maintenance Recommended-see below

3. Porches/ Open Balconies	Good-No Issues Observed
4. Windows/Window Frames/Shutters	Good-No Issues Observed
5. Doors and Door Frames	Good-No Issues Observed
6. Sculpture Relief Panels (3)	Maintenance Recommended-see below

Existing Conditions-Interior Features of the Main Historic Building:	
Building Element	Condition Assessment
7. Stairs/Staircases	Good-No Issues Observed
8. Interior Walls and Ceilings	Good-No Issues Observed
9. Doors and Door Frames	Good-No Issues Observed
10. Flooring	Good-No Issues Observed
11. Mechanical Systems (HVAC and Other)	Good-No Issues Observed
12. Fire Prevention & Security	Maintenance Recommended-see below

Overall Conditions			
<i>If yes, describe in Comments section</i>	Yes	No	Described Below
13. Excessive trash or refuse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14. Unapproved ground disturbance?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. New signage?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
16. New roads and/or trails?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Land use changes?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Public Access Reported Since Previous Site Visit:
The building is part of the Virginia Union University campus and is open to students and campus visitors.

Comments:

2. Exterior Walls/Foundation: The building foundation is CMU clad in rectangular slate tiles (1 to 4 courses depending on location). Evidence of cracking or loss of individual slates was observed in isolated locations around the structure. Walls are clad in suspended, rectangular unglazed terra cotta clay tiles with tinted mortar between. Although some damaged tiles remain, several of the missing or broken tiles noted in during the 2017 and 2019 site visits have been repaired or replaced in-kind.

Portions of the east, west, and north elevations are covered in EIFS, which has been damaged in several places. The east elevation of the Theater Building is covered in white stucco which is generally in good condition.

The tower is clad in EIFS with louvered vents at the carillon. The cladding appears to be in good condition where visible. Two decorative terra cotta bas-relief panels are located at the base of the tower. Some cracking, open joints, and water damage was noted on these panels. A third relief panel located on the south elevation of the Arts Building has been recently restored and is in good condition. University staff reports that no recent restoration work has occurred on the two panels located at the base of the tower.

Drainage systems (scuppers, downspouts, and feedouts) are present. Some were visibly damaged, and some feedouts were unattached or inappropriately placed to direct water away from the building. ***Downspouts should be repaired to working order and feedouts reattached to appropriately direct water away from the building.***

6. Sculpture Relief Panels: As noted above, the building contains three bas-relief panels depicting scenes of culture and trade with the Belgian Congo. Two of these panels are located at the base of the bell tower, while the other is located on the south elevation of the Arts Building. The panel on the south elevation has been recently restored and is in good condition. The two panels at the base of the tower are exhibiting signs of deterioration including cracking, water damage and open joints between the panels. *Similar restoration efforts should be completed for these panels so that additional damage to these elements does not occur.*

12. Fire Prevention and Security: *Ensure that the existing wiring and electrical system for the lighted signs mounted at the top of the bell tower is adequate and up to existing City code and does not present a potential fire hazard.*

14. Unapproved Ground Disturbance: During the site visit, staff noted the presence of three recently installed signs around the periphery of the building. Each of these signs are mounted on concrete bases and denote the name and function of the adjacent building component. Each of these signs are also flanked by a pair of solar powered spotlights for nighttime illumination. *These signs were installed without review and approval from DHR's easement program. As the 2010 deed of easement contains protections for archaeological resources (Stipulation 8: Archaeology) and requires review of all ground-disturbing activities, DHR requires that the University submit additional information about this project.*

15. Signage: *As noted above, three new signs have been installed with the conservation area of the easement without DHR's review and approval. The 2010 deed of easement also contains restrictions pertaining specifically to the installation of and overall size of any signage within the property (Stipulation 14: Signs). According to this restriction, each sign may be no larger than nine (9) square foot in total.*

As these signs were installed without DHR's knowledge or approval, we formally request the following information from the University:

- *A detailed time line for the project (e.g. when were the signs installed?)*
- *The total size (in square footage) of each sign*
- *A description of the ground disturbance footprint for each sign. Where any other areas disturbed beyond the footprint of the concrete pad that serves as the base for each sign?*

Please forward this information to DHR by Wednesday, December 15, 2021.

Attachments:	<input checked="" type="checkbox"/> Photographs	<input checked="" type="checkbox"/> Maps (Photo point, aerial, etc.)	<input type="checkbox"/> Other Describe:
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Site Visit Photographs
Taken By: B. McDonald On: 11/17/2021



Photo 1. Southeast elevation of field house/gymnasium, looking northwest, Belgian Building, 11/17/21



Photo 2. View of courtyard and tower, looking northwest, Belgian Building, 11/17/21



Photo 3. Detail of southeast facing panel on tower base, Belgian Building, 11/17/21



Photo 4. Detail of northeast facing panel on tower base, Belgian Building, 5/23/19



Photo 5. Detail of typical deterioration on bas-relief panel, Belgian Building, 11/17/21



Photo 6. Detail of typical deterioration on bas-relief panel, Belgian Building, 11/17/21



Photo 7. Detail of typical deterioration on bas-relief panel, Belgian Building, 11/17/21



Photo 8. Detail of tile repair on southwest façade of gymnasium building, Belgian Building, 11/17/21



Photo 9. View of bell tower with signage, looking west, Belgian Building, 11/17/21



Photo 10. View of bas-relief panel on southwest façade of arts building, looking northeast, Belgian Building, 11/17/21



Photo 11. View of courtyard and gymnasium building, looking north, Belgian Building, 11/17/21



Photo 12. View of entrance to arts building on northwest facade, looking east, Belgian Building, 11/17/21



Photo 13. View of entrance to exercise/training facility on northwest facade, looking east, Belgian Building, 11/17/21



Photo 14. View along northwest façade, looking west-southwest, Belgian Building, 11/17/21



Photo 15. View of new signage near southern corner of arts building, Belgian Building, 11/17/21



Photo 16. View of new signage near northeast corner of field house/gymnasium building,, Belgian Building, 5/23/19



Photo 17. View of new signage near northern corner of field house/gymnasium building, Belgian Building, 11/17/21



Photo 18. Detail of steel trusses on second floor of arts building, Belgian Building, 11/17/21



Photo 19. Upward view of bell tower structure from base, Belgian Building, 11/17/21



Photo 20. Electrical junction box for illuminated signage (located at base of bell tower), Belgian Building, 11/17/21



Photo 21. Detail of new signage mounts at top of bell tower, Belgian Building, 11/17/21



Photo 22. Detail of signage support beams and louvers, Belgian Building, 11/17/21



Photo 23. Detail of electrical wiring box located at base of each signage support structure, Belgian Building, 11/17/21



127-0173_ep Belgian Building
Photopoint Map



2018 Aerial Image (via VGIN)



Created By: B. McDonald November 22, 2021
 Sources: VDHHR 2020, ESRI 2020, VDOT 2020, VGIN 2020
 Records of the Virginia Department of Historic Resources (DHR) have been gathered over many years and the representation depicted is based on the field observation date and may not reflect current conditions. The map is for general illustration purposes and is not intended for engineering, legal or other site-specific uses. The map may contain errors and is provided "as is". Contact DHR for the most recent information as data is updated continually.



Architecture Resources
 DHR Easements

Belgian Building
City of Richmond, Richmond Quad
DHR ID: 127-0173_ep

Exhibit B

Form of Letter of Credit



Letter of Credit and Trade Services
7701 Airport Center DR, Suite 2600
Greensboro, NC 27409
Tel: 866-228-4685 Opt 1
Fax: 336-605-5830
SWIFT: BRBTUS33GBO

IRREVOCABLE STANDBY LETTER OF CREDIT 75000702

JULY 29, 2022

APPLICANT:
VIRGINIA UNION UNIVERSITY
1500 NORTH LOMBARDY STREET
RICHMOND, VA 23220

BENEFICIARY:
VIRGINIA BOARD OF HISTORIC
RESOURCES
2801 KENSINGTON AVENUE
RICHMOND, VA 23221
ATTN: DIRECTOR, VDHR

FOR: USD 70,000.00 (US DOLLARS SEVENTY THOUSAND)

DATE OF EXPIRATION: 8/1/2023
PLACE OF EXPIRATION: OUR COUNTERS

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 75000702 IN YOUR FAVOR FOR ACCOUNT OF THE ABOVE-REFERENCED APPLICANT AVAILABLE BY YOUR DRAFTS DRAWN ON US PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF THE AMOUNT REFERENCED ABOVE WHEN ACCOMPANIED BY THIS LETTER OF CREDIT AND THE FOLLOWING DOCUMENT:

BENEFICIARY'S SIGNED AND DATED STATEMENT READING AS FOLLOWS: "WE HEREBY DEMAND PAYMENT IN THE AMOUNT OF \$____ UNDER TRUIST BANK IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 75000702 DATED JULY 29, 2022."

PARTIAL AND MULTIPLE DRAWINGS ARE ALLOWED.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AN AMENDMENT FOR 12 MONTHS FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SEND NOTICE TO YOU BY OVERNIGHT COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. LETTER OF CREDIT NON-EXTENSION NOTICE SHALL BE SENT TO THE BENEFICIARY AT THE ADDRESS AS STATED ABOVE, OR AS AMENDED. ALL DRAFTS MUST REFERENCE THIS NUMBER AND ISSUE DATE OF THIS CREDIT.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION AND DELIVERY OF THE DOCUMENTS SPECIFIED ABOVE TO THE BELOW ADDRESS ON OR BEFORE CURRENT EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.



Letter of Credit and Trade Services
7701 Airport Center DR, Suite 2600
Greensboro, NC 27409
Tel: 866-228-4685 Opt 1
Fax: 336-605-5830
SWIFT: BRBTUS33GBO

ALL DOCUMENTS ARE TO BE REMITTED TO:
TRUIST BANK, LETTER OF CREDIT DEPARTMENT, 7701 AIRPORT CENTER DRIVE,
SUITE 2600, GREENSBORO, NC 27409.

UNLESS OTHERWISE INSTRUCTED HEREIN, ALL CORRESPONDENCE AND INQUIRIES
REGARDING THIS TRANSACTION SHOULD BE DIRECTED TO OUR LETTER OF CREDIT
AND TRADE SERVICES CUSTOMER SERVICE CENTER AT THE ADDRESS PROVIDED IN
THIS LETTER. PLEASE INDICATE OUR REFERENCE NUMBER IN ALL YOUR
CORRESPONDENCE OR TELEPHONE INQUIRIES.

SINCERELY,
TRUIST BANK


AUTHORIZED SIGNATURE

Airnee Maier
Assistant Vice President