

From: Scala, Mary Joy
Sent: Tuesday, April 25, 2017 1:05 PM
To: 'Schweller, Lori H.'
Cc: Robertson, Lisa
Subject: BAR Action - 1521-27 University Avenue - April 18, 2017

April 25, 2017

Hampton Building Corporation
314 East Water Street
Charlottesville, VA 22902

Verizon Wireless – C/O Stephen Waller, AICP
8159 Cancun Court
Gainesville, VA 20155

RE: Certificate of Appropriateness Application
BAR 17-04-02
1521 University Avenue
Tax Parcel 090082000
Hampton Building Corporation, Owner/ Verizon, Applicant
Proposed cell antenna

Dear Applicant,

The above referenced project was discussed before a meeting of the City of Charlottesville Board of Architectural Review (BAR) on April 18, 2017. The following action was taken:

Gastinger moved to deny a COA for BAR 17-04-02, proposing installation of wireless communication transmission equipment on the roof of a building located at 1521-1527 University Avenue, because the proposed installation(s) and concealment feature is NOT architecturally compatible with the character of this property or the Corner ADC District. The nature and placement of the proposed “chimney” is not typical or common within this ADC District relevant for the structure, and is not in keeping with the commercial character of the existing building. The following Standards and Guidelines are referenced:

- **Standard #3 for the review of construction and alterations related to the interior standards for rehabilitation [Sec 34-276 (3) The Secretary of the Interior Standards for Rehabilitation set forth within the Code of Federal Regulations (36 C.F.R. §67.7(b)), as may be relevant]**
- **page 25 related to roofs**
- **page 28 related to building exterior roofs.**

Balut seconded. Motion passed (5-2 with Schwarz and Graves opposed).

In accordance with Charlottesville City Code 34-285(b), this decision may be appealed to the City Council in writing within ten working days of the date of the decision. Written appeals, including the grounds for an appeal, the procedure(s) or standard(s) alleged to have been violated or misapplied by the BAR, and/or any additional information, factors or opinions the applicant deems relevant to the application, should be directed to Paige Barfield, Clerk of the City Council, PO Box 911, Charlottesville, VA 22902.

If you have any questions, please contact me at 434-970-3130 or scala@charlottesville.org.

Sincerely yours,

Mary Joy Scala, AICP
Preservation and Design Planner

Mary Joy Scala, AICP
Preservation and Design Planner
City of Charlottesville
Department of Neighborhood Development Services
City Hall – 610 East Market Street
P.O. Box 911
Charlottesville, VA 22902
Ph 434.970.3130 FAX 434.970.3359
scala@charlottesville.org

**CITY OF CHARLOTTESVILLE
BOARD OF ARCHITECTURAL REVIEW
STAFF REPORT
April 18, 2017**



Certificate of Appropriateness Application

BAR 17-04-02

1521 University Avenue

Tax Parcel 090082000

Hampton Building Corporation, Owner/ Verizon, Applicant

Proposed cell antenna

Background

1521 University Avenue is a brick commercial vernacular structure circa 1925. It is a contributing structure in the Corner ADC District, and in the Rugby Road- University Corner National Register District.

It is a 3-bay vertical frame with boarding below, one story parapet, with a flat roof. It has a corbelled cornice below the parapet with an angle recessed doorway in the west bay leading to a basement stairway. It also has a recessed entrance in the center bay, and a single plate glass window. After World War I the building housed a sandwich and soda fountain run by Mr. Billy Gooch and Ellis Brown. (The historic survey is attached.)

Application

The applicant is requesting approval the installation of a new attached, concealed, wireless telecommunications facility to be installed on the roof of the Mincer's UVA Imprinted Sportswear. This data node facility will consist of a 6.7" (W) x 23.6" (L) panel antenna that will be mounted using a non-penetrating, ballasted sled and enclosed within a stealth concealment chimney near the center of the roof. The chimney will be designed to look like bricks, using color and textures that closely match the bricks and mortar of the existing building. It will extend 4 feet above the highest point of Mincer's building wall.

The supporting base station transmitting equipment will consist of a radio cabinet that is approximately 23.4" (L) x 19.4" (W) x 10.8" (D), two Remote Radio Heads and a fiber optic cable Diplexer (coupler), which will be mounted on the side building wall with access to be provided from the roof of The Virginian restaurant.

The applicant states that this equipment, which is like various types of other electrical equipment will not be visible from University Avenue, due to the existing parapet wall the currently screens HVAC units and other rooftop utilities. Other views from nearby properties and the UVA grounds will be obscured and/or blocked completely by the walls of adjoining buildings and trees lining the southern side of University Avenue. The security cabinet can also be painted to match the existing wall or any other color that is deemed acceptable by the BAR.

Criteria and Guidelines

Review Criteria Generally

*Sec. 34-284(b) of the City Code states that,
In considering a particular application the BAR shall approve the application unless it finds:*

- (1) *That the proposal does not meet specific standards set forth within this division or applicable provisions of the Design Guidelines established by the board pursuant to Sec.34-288(6); and*
- (2) *The proposal is incompatible with the historic, cultural or architectural character of the district in which the property is located or the protected property that is the subject of the application.*

Pertinent Standards for Review of Construction and Alterations include:

- (1) *Whether the material, texture, color, height, scale, mass and placement of the proposed addition, modification or construction are visually and architecturally compatible with the site and the applicable design control district;*
- (2) *The harmony of the proposed change in terms of overall proportion and the size and placement of entrances, windows, awnings, exterior stairs and signs;*
- (3) *The Secretary of the Interior Standards for Rehabilitation set forth within the Code of Federal Regulations (36 C.F.R. §67.7(b)), as may be relevant;*
- (4) *The effect of the proposed change on the historic district neighborhood;*
- (5) *The impact of the proposed change on other protected features on the property, such as gardens, landscaping, fences, walls and walks;*
- (6) *Whether the proposed method of construction, renovation or restoration could have an adverse impact on the structure or site, or adjacent buildings or structures;*
- (8) *Any applicable provisions of the City's Design Guidelines.*

Pertinent Design Review Guidelines for Site Design and Elements

H. Utilities and Other Site Appurtenances

Site appurtenances, such as overhead utilities, fuel tanks, utility poles and meters, antennae, exterior mechanical units, and trash containers, are a necessary part of contemporary life. However, their placement may detract from the character of the site and building.

1. *Plan the location of overhead wires, utility poles and meters, electrical panels, antennae, trash containers, and exterior mechanical units where they are least likely to detract from the character of the site.*
2. *Screen utilities and other site elements with fences, walls or plantings*
3. *Encourage the installation of utility services underground.*
4. *Antennae and communication dishes should be placed in inconspicuous rooftop locations, not in a front yard.*
5. *Screen all rooftop mechanical equipment with a wall of material harmonious with the building or structure.*

Discussion and Recommendations

In 2012, congress enacted the "Spectrum Act" to facilitate expansion of wireless broadband services. Localities cannot deny, and must approve, the proposed placement of antennas on existing towers and base stations, if the physical dimensions of the tower or base station will not be substantially changed.

The Telecommunication Facilities section of the City's zoning ordinance was changed in September of 2016, due to the 2012 federal "Spectrum Act." Pertinent sections are:

Sec. 34-1073. Design control districts.

- (a) *Within the city's historic and entrance corridor overlay districts attached communications facilities that are visible from any adjacent street or property are prohibited; provided,*

however, that by special use permit city council may authorize such facilities on a specific lot.

Sec. 34-1080

- (a) Attached communications facilities that are permitted to be visible from adjacent streets or properties shall comply with the following standards:
 - (1) Such facilities shall be designed and located so as to blend in with the existing support structure. The facilities shall be attached to the support structure in the least visible location that is consistent with proper functioning of equipment. The colors of the facility and the attachment structure will be coordinated, and compatible neutral colors shall be utilized.
- (b) Attached communications facilities that are permitted only if not visible from adjacent streets or properties shall comply with the following standards:
 - (1) Such facilities must be concealed by an architectural feature or lawful appurtenance of the support structure, provided that ground-level equipment may be concealed by landscape screening.

Currently, there is not any existing telecommunications equipment on the roof of Mincers. The BAR should read the attached September 24, 2015 memo sent by the City Attorney on telecommunication issues, and decide if adding this proposed equipment and its screening will adversely affect the character of this property within the ADC District.

In a subsequent communication regarding 1521 University Avenue, she writes: *"The proposed attached [communications] facility is not visible from an adjacent street, so it is permitted by right in the CD, however, per 34-1080(b), concealment is required and, in an ADC District a COA is required for addition of a concealment feature. ...action on both the COA application and zoning verification will be completed within 60 days (this is not an eligible facilities request)."*

Staff would like to add while there may be little aesthetic impact on the overall property, putting telecommunications equipment on this roof will open up the property to the additions of more antennas in the future. Therefore, the BAR should discuss how future antennas would be screened. The city attorney writes, ***"Upon approval of even a single antenna to be located on an existing building, the City creates an 'existing base station'". Therefore, collocations of new or replacements antennas cannot be denied if federal criteria are met."***

The BAR may want further clarification of the appearance of the equipment to be located on the lower roof, and the conduits that will run along the rear of the building to make sure they will not have unexpected impacts.

Suggested Motion

Having considered the standards set forth within the City Code, including City Design Guidelines for Site Design and Elements, I move to find that the proposed cell antenna and additional telecommunications equipment satisfy/do not satisfy the BAR's criteria and are compatible/ not compatible with this property and other properties in The Corner ADC District, and that the BAR approves/denies the application as submitted, (or with the following modifications...).

Architectural And Historic Survey



Identification

STREET ADDRESS: 1525-1527 University Avenue	HISTORIC NAME: Kenmore Building
MAP & PARCEL: 9-82	DATE / PERIOD: 1923
CENSUS TRACT AND BLOCK:	STYLE: Vernacular
PRESENT ZONING: B-3	HEIGHT (to cornice) OR STORIES: 3 storeys
ORIGINAL OWNER: Eugene Hildreth, Fannie P. Brady and William S. Brady	DIMENSIONS AND LAND AREA: 59.3' x (3904 sq. ft.)
ORIGINAL USE: Grocery/Men's Clothing Store	CONDITION: Good
PRESENT USE: Tobacconist and Bookstore	SURVEYOR: Bibb
PRESENT OWNER: Hampton Building Corporation	DATE OF SURVEY: Summer 1986
ADDRESS: 1527 University Avenue Charlottesville, Virginia 22903	SOURCES: City Records Ch'ville City Directories Sanborn Map Co. - 1920, 1929-57 Eddins, Around the Corner After World War I

ARCHITECTURAL DESCRIPTION

This duplex store building with apartments above is three storeys tall and two bays wide. Wall construction is of brick, laid in stretcher bond on the facade and east side and 4-course American-with-Flemish bond on the Elliewood Avenue elevation. Brick quoins mark the corners and separate the bays on the facade and the first bay on the Elliewood elevation. Both storefronts have recessed entrance loggias at the eastern side with 15-light doors and 3-light transoms. (The entrance to the eastern store room was closed in 1986). The eastern storefront has a slate pentroof with a steep half-timbered central gable with a scalloped bargeboard and a finial and pendant. The display window is in the form of a Victorian veranda, with turned posts at the corners and a turned balustrade below. There was once an arched opening between this entrance loggia and the one in the building to the east, from which an open stair gives access to the basements of both buildings. The western storefront is much plainer. There is a sign at the level of the other's pent-roof, and both probably cover glass-brick panels matching the one remaining in the first bay of the side elevation. A brick cornice with mousetoothing extends across both storefronts. Second and third storey windows on the facade are segmental-arched tri-partite compositions consisting of a 6-over-6 light window flanked by two narrow 1-over-1 light windows. A wooden cornice with modillions extends across the facade and along the Elliewood Avenue elevation below a plain brick parapet. The building extends back eight bays along Elliewood Avenue. In all but the end bays, there are segmental-arched 6-over-6 light windows at the upper levels and short and high segmental-arched windows (now closed) at the first storey level. In the rear bay, a frontispiece entrances gives access to the apartments above. Fluted pilasters carry an entablature with triglyphs and dentil moulding. The name KENMORE is over the door. Fenestration on the rear elevation is irregular, with windows on the stair landings.

HISTORICAL DESCRIPTION

Eugene Hildreth, Fannie P. Brady and William S. Brady purchased this lot in 1923 (City DB 42-274; 43-41, 440; 45-453). Tax records show that this building was erected the same year, and it appears on a plat in 1924 (DB 46-495). Mrs. Brady eventually acquired full ownership (WB 3-413, 436; DB 85-270), and she sold to W. D. Haden in 1943 (DB 114-227). Hampton Building Corporation bought it from his estate in 1970 (WB 5-333, DB 317-468). The eastern store room was occupied by Collins, Inc., a men's clothing store, from the mid-1930's until the mid-1950's, and then by Rohmann's University Sport Shops until 1986. Two grocery stores, the Cash and Carry and then the A & P, occupied the western store room in its first decade. Then it housed a restaurant called The Corner Shops from the mid-1930's until the mid-1950's. It has housed Mincer's Pipe shop since the late 1950's. The basement was occupied by a pool room in the 1930's and 1940's.

Sources and bibliography

Published sources (Books, articles, etc., with bibliographic data.)

Joe Eddins, Around the Corner after U.S.W.I, 1977.

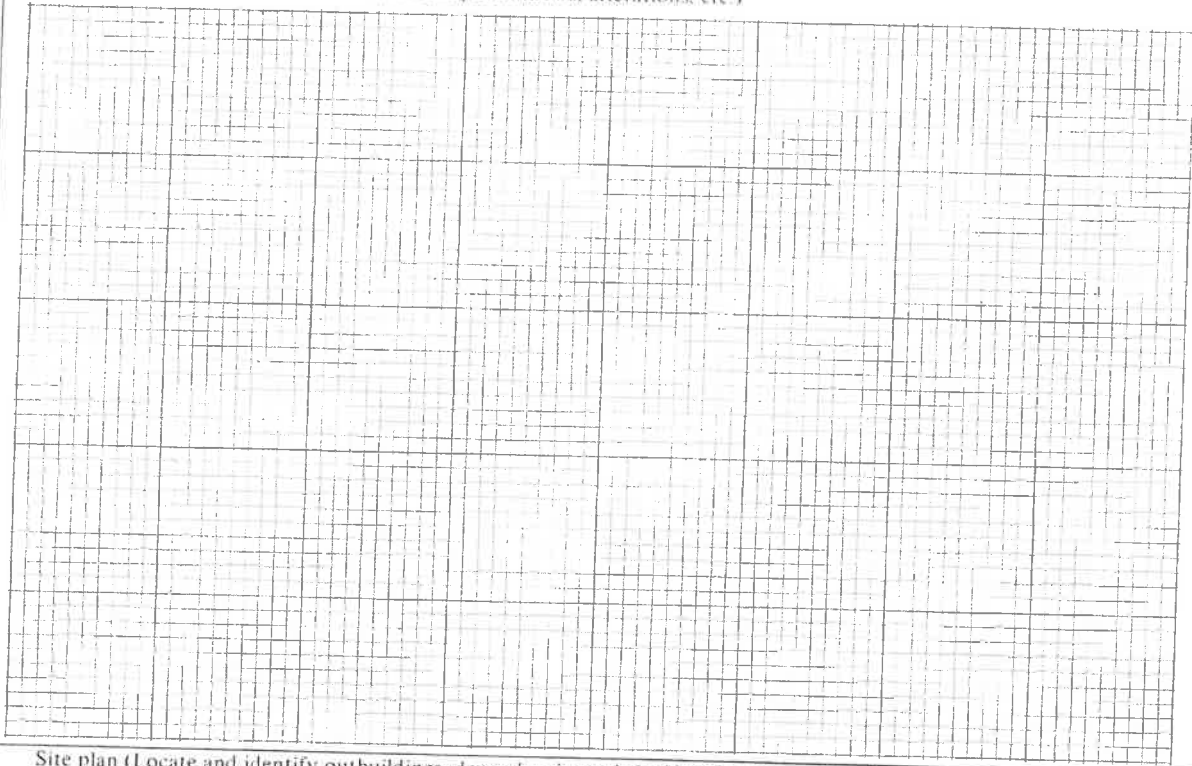
Primary sources (Manuscript documentary or graphic materials; give location.)

1920 Sanborn Map Alderman Library U of Va.

Names and addresses of persons interviewed

Mr. John Williams, Anderson's Bookstore

Plan (Indicate locations of rooms, doorways, windows, alterations, etc.)



Site plan (Locate and identify outbuildings, dependencies and significant topographical features.)



Name, address and title of recorder

Karen Rimmer U of Va Arch. History Grad Student

Date

March 1980



Date 3/10/90 File No. 104-133 52-
 Name Kosmos Building (Minors)
 Town Amherst, 1605 N. 1st St.
 County _____
 Photographer S. F. Smith
 Contents 4 photos of building

United States Department of the Interior
National Park Service

National Register of Historic Places
Inventory—Nomination Form

For NPS use only
received
date entered

RUGBY ROAD-UNIVERSITY CORNER HISTORIC DISTRICT, CHARLOTTESVILLE, VA

Continuation sheet #43

Item number 7

Page 43

7. DESCRIPTION -- Inventory (continued)

UNIVERSITY AVENUE (continued)

1500 Block (continued)

104-133-54
1517 (Sophie's): Dance hall on main floor. Neo-Georgian Commercial. Ca. 1920s. Brick (random American bond); 2 stories; parapet roof; 4-bay front, including angled bay at E corner of building. Entry located in arched recess flanked by brick pilasters; Classical cornices above first and second stories. From 1942 to 1983, this Neo-Classical commercial building housed the University Cafeteria, one of the area's most popular eating establishments.

104-133-53
1521-23 (The Virginian): Restaurant; shops in basement. Commercial Vernacular. Ca. 1920s. Brick (stretcher bond); 1 story; parapet roof; asymmetrical 3-bay front; recessed entry to basement shops; modern shopfront of traditional form and materials. This single-story brick structure repeats the parapet roof and mousetooth brick cornice of its neighboring 1920s commercial buildings.

104-133-52
1525-27 (Kenmore Building): Shops on first floor, apartments above. Decorated Vernacular. Ca. 1920s. Brick (stretcher bond); 3 stories; parapet roof; 4-bay front. Rusticated brick quoins; corbelled mousetooth brick cornice above shopfronts; wooden modillion cornice below parapet; triple windows with segmental-arched heads; shopfront at No. 1525 features decorative Tudor-style cross-gable with mock half-timbering and scalloped bargeboards. Occupying a prominent corner lot at the intersection of Elliewood Avenue, this handsome 3-story brick building features a Tudor-style shopfront at No. 1525. Next door at No. 1527 is Mincer's tabacconist and bookseller, for over three decades one of the most popular shops on the Corner.

1600 Block

104-133-316
1601 (Stevens-Shepherd Building; Arnette's): Department store. Neo-Georgian Commercial. Ca. 1925. Brick (stretcher bond); 2 stories; parapet roof; symmetrical 3-bay front. Round-arched shop windows; recessed arched entry with large traceried fanlight; wooden entablature above first story, and corbelled brick cornice above second story. This attractive Neo-Georgian commercial building housed the Stevens-Shepherd Company, an exclusive men's clothing store, from the 1920s to the early 1960s.

-35
*1609 (Burger King): Restaurant. Vernacular. Built 1972. Brick veneer (stretcher bond); 1 story; "clip-on" mansard roof; symmetrical 3-bay front with large plate-glass windows. This modern building is relatively inconspicuous, being set back from the street with a gigantic hickory tree in front of it.

From: Robertson, Lisa

Sent: Thursday, September 24, 2015 4:47 PM

To: BAR; Lahendro, Jody; Dowell, Taneaia; Keller, Genevieve; Rosensweig, Dan; Santoski, John

Cc: Ikefuna, Alexander; Creasy, Missy; Haluska, Brian; Gore, Andrew

Subject: Telecomm Issues

Members of the BAR and ERB,

I am writing to call to your attention two circumstances in which applications seeking approval for installation of telecommunications equipment will not be subject to BAR/ ERB review. Staff has two pending applications that must be approved per federal law, but we wanted to provide you with the following information before approval letters are sent out.

1. **“Eligible Facilities Requests” pursuant to the Federal Spectrum Act.**

You may or may not be aware that, in 2012, as part of the Middle Class Tax Relief and Job Creation Act, Congress enacted the “Spectrum Act” in order to (among other things) facilitate the expansion of wireless broadband services. Pursuant to Section 6409 of the Spectrum Act (codified at 47 U.S.C. Sec. 1455(a)) localities cannot deny, and must approve, the proposed placement of antennas on existing towers and base stations, if the physical dimensions of the tower or base station will not be substantially changed. The FCC regulations implementing the Spectrum Act requirements are attached to this e-mail.

In a nutshell: in cases where **(i)** an existing building currently serves as the support for any “transmission equipment”, including any antenna (together, the building and transmission equipment are referred to as an “existing base station”), **(ii)** the existing base station was reviewed and approved under the local zoning process, or an applicable state review process, **(iii)** the installation as proposed will not defeat any concealment element(s) of the building/ support structure, and **(iv)** the physical dimensions of the existing base station will not be substantially changed, then federal law prohibits the City from doing anything other than approving the application. Upon approval of even a single antenna to be located on an existing building, the City creates an “existing base station”. Thereafter, collocations of new or replacement antennas cannot be denied if federal criteria are met. Localities cannot make applicants comply with general submission requirements for site plans or other development reviews—for “Eligible Facilities”, the City may only require the submission of a minimal amount of information, as necessary to demonstrate that the federal criteria are met. The City is required to make a decision on an Eligible Facilities request within 60 days of the day on which the application is received. **Therefore, going forward, when NDS receives “Eligible Facilities” Requests, I am recommending that those requests be reviewed by staff in relation to the applicable criteria, and then approved by the Director of NDS without review by either the BAR or the Entrance Corridor Board.**

At the existing Monticello Hotel Building (500 Court Square) there are two pending applications (*see attached draft correspondence*). We have reached the 60-day deadline, and the applicants’ attorney is requesting a decision. For each: **(i)** the existing building serves as the support for numerous items of transmission equipment, including antennas; **(ii)** one or more of the existing equipment items located on the rooftop was previously approved by the City, either upon original installation, or subsequent replacement; **(iii)** none of the existing equipment is concealed by any feature of the building, so there are no existing “concealment elements” that could be defeated by additional [unconcealed] antennas, and **(iv)** we have two applications which, according to plans and the

certification of an attorney, propose installation of antennas in a manner that will not substantially change the physical dimensions of the existing base station. **It is my opinion that these two applications must be approved administratively by the Director, without going through zoning review procedures, because there are no local limitations or requirements (other than USBC requirements) that can be imposed on these installations.**

2. Certain “attached communications facilities” within historic and entrance corridor districts

Under Sec. 34-1073 of the City’s Zoning Ordinance, certain attached communications facilities are permitted uses within the City’s historic and entrance corridor districts. These permitted facilities, so long as they comply with certain height and dimensional requirements, are not subject to the requirement for a certificate of appropriateness—only a building permit is required. See City Code 34-1083. The facilities are as follows:

- Attached communications facilities that utilize utility poles, or other electric transmission facilities, as the attachment structure (subject to certain visibility requirements of Sec. 34-1080), and
- Other attached communications, e.g., antennas mounted on an existing building, if they are invisible (“not visible from any adjacent street or property”). Examples: antennas concealed within existing exterior light fixtures; antennas concealed within an existing chimney structure.

For these facilities, compliance with the visibility, placement and dimensional requirements of the Code must be verified by zoning staff administratively, prior to the building official’s issuance of a building permit.

Note: I will qualify the above by saying that, in the event a NEW structure is proposed to be added onto an existing building—to serve as the concealment mechanism for an antenna—for example, a fake chimney) then a certificate of appropriateness would need to be obtained for the new structure. (As part of that review, the BAR/ ERB should also address how subsequent antennas added to the same site will be concealed).

Recommendation: I recommend that, when the BAR or ERB receives an application seeking approval of the first antenna proposed on a building, the applicable review board (or staff granting administrative approval, if applicable) should consider requiring a comprehensive concealment plan demonstrating how that first, and each potential subsequent antenna, will be and remain concealed in the future. (See Paragraph 1, preceding above). If you don’t establish concealment requirements with the very first approval, then the new federal regulations don’t allow you to require concealment at the time when additional antennas are later proposed to be added.

We are planning to send the letters out tomorrow. Feel free to contact me with any questions.

Lisa

Lisa A. Robertson, Esq.
Chief Deputy City Attorney
City of Charlottesville | Office of The City Attorney

CITY OF CHARLOTTESVILLE
"A World Class City"

Department of Neighborhood Development Services

City Hall Post Office Box 911
Charlottesville, Virginia 22902
Telephone 434-970-3182
Fax 434-970-3359
www.charlottesville.org



June 6, 2017

Dear Sir or Madam:

This letter is to notify you that the following application has been submitted for review by the City of Charlottesville Board of Architectural Review on property that is either abutting or immediately across a street from your property, or that has frontage on the same city street block.

Certificate of Appropriateness Application

BAR 17-06-06

1515 University Avenue

Tax Parcel 090080000

Lloyd's Building, LLC, Owner/ James Zehmer., Applicant

Add Mural to Side Wall

The Board of Architectural Review (BAR) will consider these applications at a meeting to be held on **Tuesday, June 20, 2017, starting at 5:30 pm in the City Council Chambers, City Hall**. Enter City Hall from the Main Street pedestrian mall entrance and go up one floor.

An agenda with approximate times and additional application information will be available on the BAR's home page accessible through <http://www.charlottesville.org>. If you need more information, please do not hesitate to contact me at 434-970-3130 or scala@charlottesville.org.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'Mary Joy Scala', with a long horizontal flourish extending to the right.

Mary Joy Scala, AICP
Preservation and Design Planner

The Secretary of the Interior's
Standards for Rehabilitation &
*Illustrated Guidelines for
Rehabilitating Historic Buildings*

W. BROWN MORTON III • GARY L. HUME • KAY D. WEEKS • H. WARD JANDL

ANNE E. GRIMMER AND KAY D. WEEKS
Project Directors

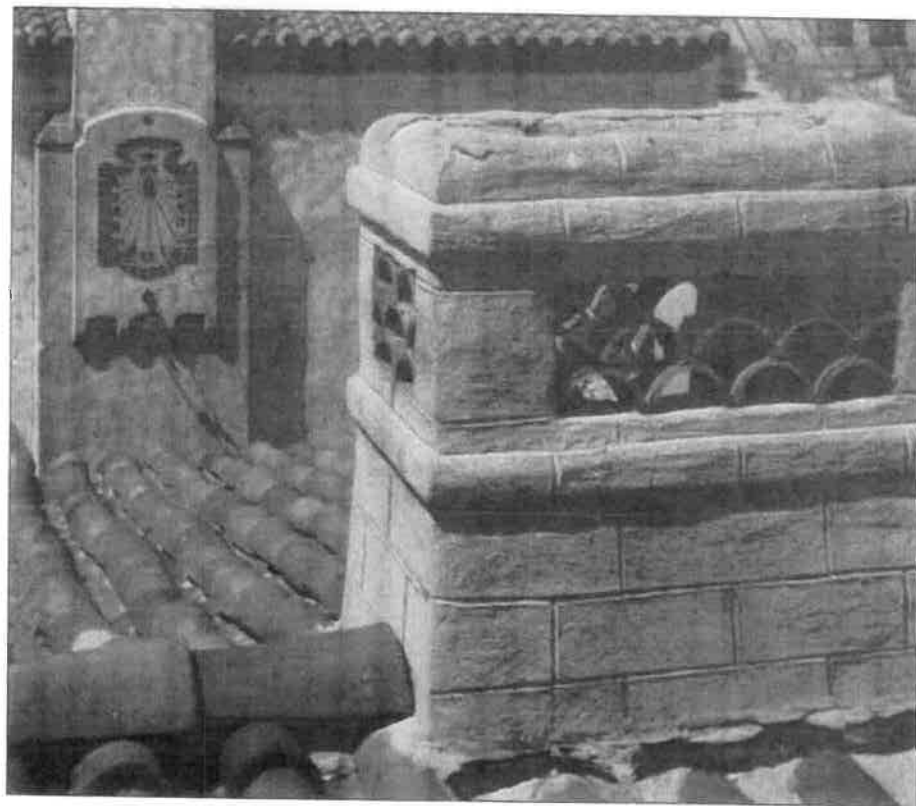
U.S. Department of the Interior
National Park Service
Heritage Preservation Services

Washington, D.C.
Reprinted 1997

Building Exterior *Roofs*

The roof—with its shape; features such as cresting, dormers, cupolas, and chimneys; and the size, color, and patterning of the roofing material—is an important design element of many historic buildings. In addition, a weather tight roof is essential to the longterm preservation of the entire structure. Historic roofing reflects availability of materials, levels of construction technology, weather, and cost. For example, throughout the country in all periods of history, wood shingles have been used—their size, shape, and detailing differing according to regional craft practices. European settlers used clay tile for roofing as early as the mid-17th century. In some cities, such as New York and Boston, clay was popularly used as a precaution against fire. The Spanish influence in the use of clay tiles is found in the southern, southwestern and western states. In the mid-19th century, tile roofs were often replaced by sheet-metal, which is lighter and easier to maintain. Evidence of the use

of slate for roofing dates from the mid-17th century. Slate has remained popular for its durability, fireproof qualities, and decorative applications. The use of metals for roofing and roof features dates from the 18th century, and includes the use of sheet iron, corrugated iron, galvanized metal, tinplate, copper, lead and zinc. Awareness of these and other traditions of roofing materials and their detailing will contribute to more sensitive treatment.



Recommended

Identify, retain, and preserve

Identifying, retaining, and preserving roofs—and their functional and decorative features—that are important in defining the overall historic character of the building. This includes the roof's shape, such as hipped, gambrel, and mansard; decorative features such as cupolas, cresting, chimneys, and weathervanes; and roofing material such as slate, wood, clay tile, and metal, as well as its size, color, and patterning.

This well-maintained mansard roof displays its handsome and varied decorative detailing—cast-iron cresting, wood shingles, and pedimented dormers.



Protect

Protecting and maintaining a roof by cleaning the gutters and downspouts and replacing deteriorated flashing. Roof sheathing should also be checked for proper venting to prevent moisture condensation and water penetration; and to insure that materials are free from insect infestation.

Not Recommended

Radically changing, damaging, or destroying roofs which are important in defining the overall historic character of the building so that, as a result, the character is diminished.

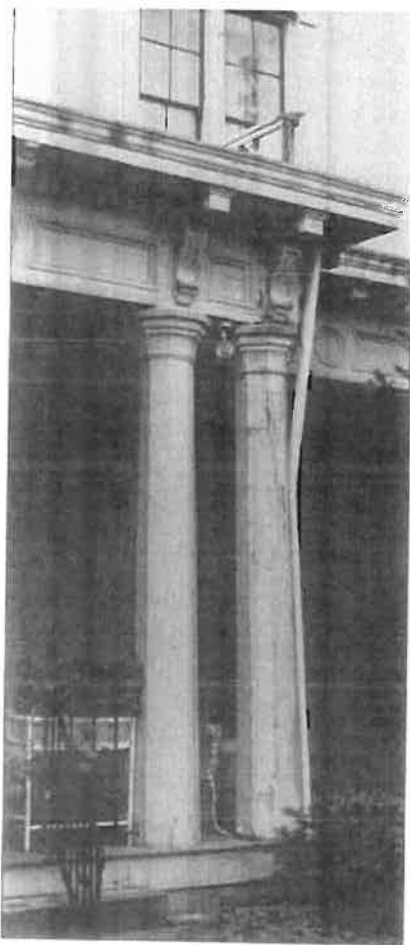
Removing a major portion of the roof or roofing material that is repairable, then reconstructing it with new material in order to create a uniform, or “improved” appearance.

Changing the configuration of a roof by adding new features such as dormer windows, vents, or skylights so that the historic character is diminished.

Stripping the roof of sound historic material such as slate, clay tile, wood, and architectural metal.

Applying paint or other coatings to roofing material which has been historically uncoated.

Failing to clean and maintain gutters and downspouts properly so that water and debris collect and cause damage to roof fasteners, sheathing, and the underlying structure.



The roof drainage system has been neglected for such a long time that, as a result, the wood cornice and a porch column are both severely deteriorated.

Recommended

Providing adequate anchorage for roofing material to guard against wind damage and moisture penetration.

Protecting a leaking roof with plywood and building paper until it can be properly repaired.

Repair

Repairing a roof by reinforcing the historic materials which comprise roof features. Repairs will also generally include the limited replacement in kind—or with compatible substitute material—of those extensively deteriorated or missing parts of features when there are surviving prototypes such as cupola louvers, dentils, dormer roofing; or slates, tiles, or wood shingles on a main roof.

New copper valley flashing is installed as part of overall repairs to the historic slate roof and its drainage system.

Not Recommended

Allowing roof fasteners, such as nails and clips to corrode so that roofing material is subject to accelerated deterioration.

Permitting a leaking roof to remain unprotected so that accelerated deterioration of historic building materials—masonry, wood, plaster, paint and structural members—occurs.

Replacing an entire roof feature such as a cupola or dormer when repair of the historic materials and limited replacement of deteriorated or missing parts are appropriate.

Failing to reuse intact slate or tile when only the roofing substrate needs replacement.

Using a substitute material for the replacement part that does not convey the visual appearance of the surviving parts of the roof or that is physically or chemically incompatible.

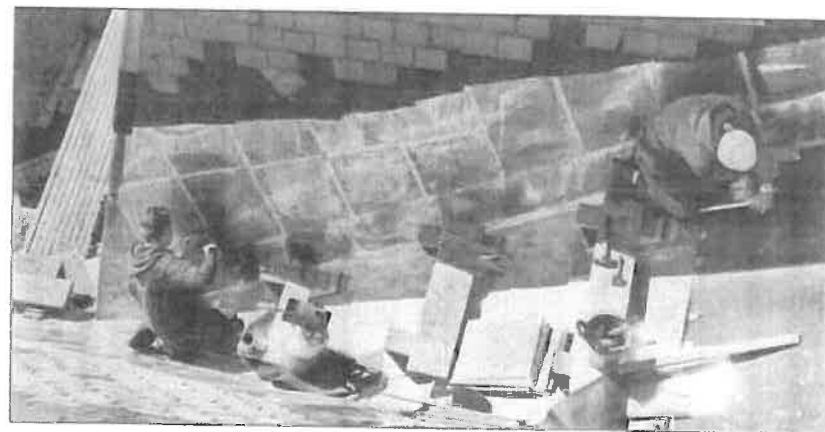


Photo: Richard Cherk

Recommended

Replace

Replacing in kind an entire feature of the roof that is too deteriorated to repair—if the overall form and detailing are still evident—using the physical evidence as a model to reproduce the feature. Examples can include a large section of roofing, or a dormer or chimney. If using the same kind of material is not technically or economically feasible, then a compatible substitute material may be considered.



The size, shape, and detailing of the historic shingles as well as the method of fabrication and installation were carefully researched prior to selecting this new wood-shingle roofing.

Not Recommended

Removing a feature of the roof that is unrepairable, such as a chimney or dormer, and not replacing it; or replacing it with a new feature that does not convey the same visual appearance.



Workmen are in the process of removing deteriorated roofing slates and replacing them with new matching slates.

New galvanized sheet-iron shingles will need to be reproduced using the pattern of the original shingle.



The following work is highlighted to indicate that it represents the particularly complex technical or design aspects of rehabilitation projects and should only be considered after the preservation concerns listed above have been addressed.

Recommended

Design for Missing Historic Features

Designing and constructing a new feature when the historic feature is completely missing, such as chimney or cupola. It may be an accurate restoration using historical, pictorial, and physical documentation; or be a new design that is compatible with the size, scale, material, and color of the historic building.

Alterations/Additions for the New Use

Installing mechanical and service equipment on the roof such as air conditioning, transformers, or solar collectors when required for the new use so that they are inconspicuous from the public right-of-way and do not damage or obscure character-defining features.

Designing additions to roofs such as residential, office, or storage spaces; elevator housing; decks and terraces; or dormers or skylights when required by the new use so that they are inconspicuous from the public right-of-way and do not damage or obscure character-defining features.

Not Recommended

Creating a false historical appearance because the replaced feature is based on insufficient historical, pictorial, and physical documentation.

Introducing a new roof feature that is incompatible in size, scale, material and color.

Installing mechanical or service equipment so that it damages or obscures character-defining features; or is conspicuous from the public right-of-way.

Radically changing a character-defining roof shape or damaging or destroying character-defining roofing material as a result of incompatible design or improper installation techniques.



**Board of Architectural Review (BAR)
Certificate of Appropriateness**

Please Return To: City of Charlottesville
Department of Neighborhood Development Services
P.O. Box 911, City Hall
Charlottesville, Virginia 22902
Telephone (434) 970-3130 Email scala@charlottesville.org

Please submit ten (10) hard copies and one (1) digital copy of application form and all attachments.
Please include application fee as follows: New construction project \$375; Demolition of a contributing structure \$375;
Appeal of BAR decision \$125; Additions and other projects requiring BAR approval \$125; Administrative approval \$100.
Make checks payable to the City of Charlottesville.
The BAR meets the third Tuesday of the month.
Deadline for submittals is Tuesday 3 weeks prior to next BAR meeting by 3:30 p.m.

Owner Name Hampton Building Corporation Applicant Name Verizon
Project Name/Description Verizon - UVA MC N010 (Mincer's) Parcel Number 090082000
Project Property Address 1521 University Avenue

Applicant Information

Address: Verizon Wireless - C/O Stephen Waller, AICP
8159 Cancun Court, Gainesville, VA 20155
Email: stephen.waller@gdnsites.com
Phone: (W) 434-825-9617 (C) _____

Property Owner Information (if not applicant)

Address: Hampton Building Corporation
314 East Water Street, Charlottesville, VA 22902
Email: _____
Phone: (W) 434-244-0182 (C) _____

Do you intend to apply for Federal or State Tax Credits
for this project? No

Signature of Applicant

I hereby attest that the information I have provided is, to the best of my knowledge, correct.

Stephen Waller 2/3/2017
Signature Date

Stephen Waller, AICP
Print Name Date

Property Owner Permission (if not applicant)

I have read this application and hereby give my consent to its submission.

Signature Date

Print Name Date

RECEIVED
MAR 16 2017
NEIGHBORHOOD DEVELOPMENT SERVICES

For Office Use Only
Approved/Disapproved by: _____
Received by: O. Evans Date: _____
Fee paid: 125.00 Cash/Ck. # 1490 Conditions of approval: _____
Date Received: 3/16/17
Revised 2016

PH-0028

SITE NAME: UVA MC N010
SITE NUMBER: 20141102419
ATTY/DATE: L.SCHWELLER/8.20.15

LEASE AGREEMENT

This Lease Agreement (the "Agreement") made this 4th day of January, 2016 between Hampton Building Corporation, with its principal offices located at c/o CBRE, 314 E. Water Street, Charlottesville, Virginia 22902, ("LESSOR") and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404) ("LESSEE"). LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. **PREMISES.** LESSOR hereby leases to LESSEE approximately sixty-four (64) square feet on the ground (the "Ground Space") and one hundred (100) square feet on the roof (the "Rooftop Space") of the building (the "Building") located at 1521-27 University Avenue, Charlottesville, Virginia 22903, City of Charlottesville, Commonwealth of Virginia, with current Tax Map Parcel No. 090082000 (the Building and such real property are hereinafter sometimes collectively referred to as the "Property"), for the installation, operation and maintenance of communications equipment ("Communications Equipment"); together with such additional space on the roof of the Building sufficient for the installation, operation and maintenance of antennas (the "Antenna Space"); together with such additional space on and within the Building and on the roof of the Building for the installation, operation and maintenance of wires, cables, conduits and pipes (the "Cabling Space") running between and among the Ground Space, Rooftop Space and Antenna Space and to all necessary electrical and telephone utility sources located on and within the Building or on the Property; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over the Property and in and through the Building to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The Ground Space, Rooftop Space, Antenna Space and Cabling Space are hereinafter collectively referred to as the "Premises" and are as shown on Exhibit A attached hereto and made a part hereof. In the event there are not sufficient electric and telephone, cable or fiber utility sources located within the Building or on the Property, LESSOR agrees to grant LESSEE or the local utility provider the right to install such utilities on, over and/or under the Property and through the Building necessary for LESSEE to operate its communications facility, provided the location of such utilities and any easement documentation shall be as reasonably designated and approved by LESSOR.

2. **TERM; RENTAL:**

This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term (the "Initial Term") shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of the equipment on the Premises, (the "Commencement Date"), at which time rental payments shall commence and be due at a total annual rental of [REDACTED] to be paid in monthly installments of [REDACTED] to Lessor or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 15 below. LESSOR and LESSEE acknowledge and agree that initial rental payment shall not actually be sent by LESSEE until

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SITE NUMBER: 20141102419
ATTY/DATE: L.SCHWELLER/8.20.15

A.B.
initial
11-23-15
date

ninety (90) days after the Commencement Date. LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of the Agreement separately in writing.

The term "rent" as used in this Agreement shall mean and include all Annual Rental, Additional Rent and any additional amounts payable hereunder.

LESSEE shall be responsible for paying any costs LESSOR incurs if LESSEE pays any installment of rent or any other sum due under the Agreement by check and such check is returned for insufficient funds or other reason not the fault of LESSOR.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

LESSOR hereby warrants and agrees that (i) LESSOR has good and sufficient title to and/or interest in the Property and has the right to receive rental payments and other benefits hereunder; and (ii) within thirty (30) days of a written request from LESSEE, LESSOR or any assignee(s) or transferee(s) or other successor(s) in interest of LESSOR shall provide a completed Internal Revenue Service Form W-9, or equivalent to LESSEE or other form required by state or federal law, statute or regulation. Delivery of such Forms to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until the Forms have been supplied to LESSEE as provided herein.

3. ELECTRICAL. LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE's installation. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR.

4. EXTENSIONS. This Agreement shall automatically be extended for three (3) additional five (5) year terms ("Extension Terms") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term. The Initial Term and all extensions shall be collectively referred to herein as the "Term."




5. USE; GOVERNMENTAL APPROVALS: LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right at its sole cost, liability and using prudent construction methods, to install, replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the entire

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11/16/15

SITE NAME: UVA MC N010
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Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities. Signing of this Agreement by LESSEE shall be evidence that it is satisfied that the Building is structurally sound and will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and any structural analysis and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; or (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 15. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

6. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date



LESSEE shall, at its expense, comply with and shall cause the Premises to comply with all governmental statutes, laws, rules, orders, regulations and ordinances including environmental laws and regulations affecting the Premises or any part thereof, or the use thereof, at any time during the Term. LESSEE shall, at its expense, comply with the requirements of all policies of insurance which at any time may be in force with respect to the Premises, and with the provisions of all contracts, agreements and restrictions affecting the Premises or any part thereof or the occupancy or use thereof.

The LESSOR'S title is and always shall be paramount to the title of the LESSEE and nothing contained in this Agreement shall empower the LESSEE to do any act which can, shall or may encumber the title of the LESSOR. LESSEE covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Shopping Center or the Premises, in case of any such lien attaching, to pay and/or remove same after notice of such lien. LESSEE has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of LESSEE, operation of law or otherwise, to attach to or be placed upon the Shopping Center or the Premises. If any such liens so attach and LESSEE fails to pay and remove same within thirty (30) days of notice of such lien, LESSOR, at its election, may pay and satisfy the same and in such event the sums so paid by LESSOR, with interest from the date of payment at the rate set forth in Section 2 hereof for amounts owed by LESSOR by LESSEE, shall be deemed to be additional rent due and payable by LESSEE within forty-five (45) days after receipt of notice of such lien from LESSOR.

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After the initial installation of the communications equipment, LESSEE may not make any other alterations, additions, improvements or changes in the Premises without, in each instance first, obtaining the prior written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed; provided that LESSEE may make in a commercially reasonable manner such alterations, additions, improvements and changes in the Premises as LESSEE may deem necessary or desirable in connection with its intended use of the Premises so long as such alterations, additions, improvements and changes are non-structural and do not interfere with or otherwise affect any heating, ventilating, air conditioning, plumbing, security, fire detection and protection or utility systems serving the Building. All such permitted alterations, additions, improvements and changes in the Premises shall be at LESSEE'S expense and shall conform to all specifications set forth in Exhibit B attached hereto and comply with all insurance requirements and with applicable governmental laws, statutes, ordinances, rules and regulations.

7. **INDEMNIFICATION.** LESSEE agrees to pay, and to protect, save harmless and indemnify LESSOR, agents and employees of LESSOR, from and against any and all liabilities, losses, damages, costs, expenses (including all attorney's fees and expenses of LESSOR), causes of action, suits, claims, demands or judgments of any nature whatsoever (except those arising from the gross negligent acts of LESSOR, its agents or employees) arising from any of the following: (a) any injury to, or the death of any person or damage to property on the Premises; (b) any injury to, or the death of any person or damage to property upon adjoining sidewalks, parking areas, streets or ways which arises out of or is in any manner connected with any activity of LESSEE or sponsored or co-sponsored by LESSEE, with or without LESSOR approval or which arises out of or is in any manner connected with the use, condition or occupation of the Premises or any part thereof by LESSEE; (c) violation of any agreement or condition of this Agreement by LESSEE; or (d) violation by LESSEE of any contract or agreement to which LESSEE is party or any restriction, statute, ordinance or regulation, in each case affecting the Premises or adjoining areas, or any part thereof.

8. **INSURANCE.** LESSEE shall maintain throughout the Term, at its expense, insurance of the following character: (a) special causes of loss ("All Risk") insurance (including builder's risk during construction; (b) worker's compensation insurance in amounts required by applicable law covering all personnel employed in connection with any work done on or about or to the Premises and any right of way granted to it; (c) commercial liability insurance insuring LESSOR and including LESSEE as additional insureds as their interests may appear excluding workers' compensation and employer's liability against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto with initial basic limits of not less than \$2,000,000 for bodily injury (including death) and property damage each occurrence and \$2,000,000 general aggregate. Such insurance shall also insure LESSEE's fire legal liability for \$100,000; The limit of any of the insurance required by this Section shall not limit the liability of LESSEE. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence.

In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the Building with a commercially reasonable valuation, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris

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removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Building required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss, but not including plate glass insurance.

LESSOR and LESSOR's agents and employees shall not be liable for and LESSEE waives all claims for, and acknowledges that it is solely responsible for, damage to person or property sustained by LESSEE or any party claiming through LESSEE resulting from any accident or occurrence in or upon the Premises, the building of which the Premises shall be a part, or the Shopping Center, including but not limited to such claims for damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) LESSOR's failure to keep the Shopping Center, said building or the Premises in repair; (iii) injury done or occasioned by wind, settling, earth movement or other natural causes; (iv) any defect in or failure of plumbing, heating, or air conditioning equipment, electric wiring or installation thereof, gas, water, steam pipes, stairs, porches, railings or walks; (v) broken glass, the backing up of any water or sewer pipe or downspout; the bursting, leaking or running of any tank, tub, washstand, water closet, waste or water pipe, drain or any other pipe or tank in, upon or about such building or the Premises; the escape of steam, gas, coolant or hot water; (vi) water, snow or ice being upon or coming through the roof, walls, canopy, skylight, trapdoor, stairs, walks, Common Areas or any other place upon or near such building or the Premises or otherwise; (vii) the failing of any fixtures, plaster, stucco, or the like; and (viii) any act, omission, or negligence of co-tenants or of other persons or occupants of the Shopping Center. The requirements of Sections 7 and 8 shall also apply to LESSEE's contractors.

9. MAINTENANCE AND REPAIR OF PREMISES. LESSEE shall at all times maintain the entire Premises (including appurtenances thereof which protrude through the roof of the Premises or other systems or devices attached to or protruding through the roof or exterior wall(s) of the Premises) in good order, appearance, condition and repair, including all replacements thereof. If LESSOR is required to make repairs to the Premises (exclusive of the Communication Equipment) by reason of LESSEE'S acts, omissions or negligence, or if LESSEE refuses or neglects to repair as required hereunder in a commercially reasonable manner, LESSOR may make such repairs after notice pursuant to Section 17 and without liability to LESSEE for any loss or damage that may accrue to LESSEE'S fixtures, or other property or to LESSEE'S business by reason thereof. Upon completion thereof, LESSEE shall reimburse LESSOR'S costs for making such repairs plus fifteen percent (15%) of such costs for overhead and supervision, upon presentation of a bill therefor, as additional rent.

10. Deleted.

11. INTERFERENCE. LESSEE agrees to install and maintain equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property or Shopping Center which existed prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other future tenants of the Property will be permitted to install only such equipment that is of the type and frequency which

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will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

Upon request of the LESSOR, LESSEE agrees to relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of LESSOR performing maintenance, repair or similar work at the Property or in the Building provided:

- i. The Temporary Relocation is similar to LESSEE's existing location in size and is fully compatible for LESSEE's use, in LESSEE's reasonable determination;
- ii. LESSOR pays all reasonable costs incurred by LESSEE (not to exceed \$5,000.00) for relocating LESSEE's equipment to the Temporary Relocation and improving the Temporary Relocation so that it is fully compatible for the LESSEE's use, in LESSEE's reasonable determination;
- iii. LESSOR gives LESSEE at least sixty (60) days written notice prior to requiring LESSEE to relocate, except in the case of an emergency, in which case, such sixty (60) day notice shall not apply;
- iv. LESSEE's use at the Premises is not interrupted or diminished during the relocation and LESSEE is allowed, if necessary, in LESSEE's reasonable determination, to place a temporary installation on the Property during any such relocation; and
- v. Upon the completion of any maintenance, repair or similar work by LESSOR, LESSEE is permitted to return to its original location from the temporary location with all costs for the same being paid by LESSOR.

12. **REMOVAL AT END OF TERM.** LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent and Additional Rent at double the then existing monthly rate until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

13. **RIGHTS UPON SALE.** Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property or the Building thereon to a purchaser, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Building and or Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest

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therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement.

14. **QUIET ENJOYMENT AND REPRESENTATIONS.** LESSOR covenants that LESSEE, on paying the rent, Additional Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

15. **ASSIGNMENT.** This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR only to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization; provided, that if LESSEE assigns any of its rights and interests under this Agreement, the assignee under such assignment shall expressly assume, in writing, all of the obligations of LESSEE hereunder. No assignment or transfer shall impose any obligations of LESSOR or otherwise affect any of the rights of LESSOR under this Agreement nor shall it affect or reduce any of the obligations of LESSEE hereunder, and all such obligations shall continue in full effect to the same extent as though no assignment or transfer has been made. LESSEE shall, as soon as reasonably possible after the execution and delivery of any such permitted assignment or transfer, deliver a duplicate original thereof to LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the prior written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder, nor shall any sublease be allowed without the prior written consent of LESSOR. Any assignment or sublease that requires documentation involving LESSOR, shall be subject to an administrative fee of Five Hundred and No/100 Dollars (\$500.00) for each such proposed assignment or transfer. Upon any assignment or transfer by LESSEE or its successor(s) that requires LESSOR approval which is not approved by LESSOR, the LESSOR shall have the right to unilaterally terminate this Agreement.

16. **NOTICES.** All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be deemed sufficiently given or rendered if in writing and sent by registered or certified mail, postage prepaid, return receipt required, or deposited with a recognized overnight courier (such as United Parcel Service or Federal Express, e.g.), addressed to LESSEE at LESSEE's address or LESSOR at LESSOR's address, as the case may be, and any such notice shall be deemed to have been delivered on the date received. LESSOR and LESSEE shall each have the right from time to time to specify as its address for the purposes of this Agreement any other addresses in the United States of America upon three days' notice thereof, similarly given, to the other Party.

LESSOR's Address:	c/o CBRE, 314 E. Water Street, Charlottesville, Virginia 22902, Attention: Natasha Copeland
LESSEE's Address:	180 Washington Valley Road, Bedminster, New Jersey 07921, Attention: Network Real Estate

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17. DEFAULT. In the event there is a breach by a party with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall give the breaching Party written notice of such breach as soon as reasonably possible thereafter. After receipt of such written notice, the breaching Party shall have fifteen (15) business days with respect to a monetary breach and thirty (30) days in which to cure any non-monetary breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if the breaching Party fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by that Party if the failure to perform such an obligation interferes with the non-breaching Party's ability to conduct its business in the Building; provided, however, that if the nature of the breaching Party's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion. In the event of a monetary breach that continues for fifteen (15) days after Notice, LESSEE agrees to pay a late charge of ten percent (10%) of the amount due plus interest on the unpaid amount at ten percent (10%) per annum and to also pay all reasonable costs incurred by Landlord (including reasonable attorneys' fees) in effecting its remedies under this Agreement.

18. ENVIRONMENTAL.

a. LESSOR represents and warrants that, to the best of its knowledge and belief, no lead-based paint, asbestos or other hazardous substance as defined by any applicable state, federal or local law or regulation, is present at any portion of the Building. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property by LESSOR, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. LESSEE covenants and warrants that it will not bring or transport hazardous substances to, across or on the Property except in compliance with all applicable environmental laws.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE, its agents, employees, agents or contractors; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building and the area designed as - Access Easement, on Exhibit A, as such area may be moved to reflect any change in the future to such Access Easement, or activities

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conducted thereon by LESSOR, its agents, employees or contractors, unless such environmental conditions are caused by LESSEE, its agents, employees or contractors.

c. LESSEE shall hold LESSOR, harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability which are caused by: a) LESSEE's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE, its employees, agents or contractors.

19. MISCELLANEOUS.

(a.) This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding.

(b.) This Agreement may not be amended or varied except in a writing signed by all Parties.

(c.) This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto.

(d.) The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time.

(e.) This Agreement and the performance thereof shall be governed interpreted, construed and regulated by the laws of the Commonwealth of Virginia without regard to conflict of laws.

(f.) No Option. The submission of this Agreement for examination does not constitute an offer to enter into a lease, and this lease shall become effective only upon mutual execution and delivery hereof by LESSOR and LESSEE.

(g.) No Joint Venture. The relationship of the parties is that of LESSOR and LESSEE only, and noting in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or any other relationship. Except as expressly otherwise provided herein, neither party shall have any right or power to create any expense or liability chargeable to the other party.

(h.) Broker. The Parties represent and warrant to the other Party that they have not dealt with any broker or finder entitled to any commission, fee or other compensation by reason of the execution of this Agreement except as set forth herein.

SITE NAME: UVA MC N010
SITE NUMBER: TBD
ATTY:DATE: L.SCHWELLER/8.20.15

(i.) **Headings and Captions.** The headings and captions contained in this Agreement are inserted for convenience of reference only, and are not deemed to be part of or to be used in construing the terms of this Agreement.

(j.) **Use of Pronoun, Joint and Several Liability.** The necessary grammatical changes required to make the provisions of this Agreement apply in the plural sense where there is more than one Party and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If there be more than one Party, the liability of all such parties for the compliance with a performance of the terms and covenants of this Agreement shall be joint and several.

(k.) **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(l.) **Survival.** Any provision of this Agreement which obligates the LESSOR or the LESSEE to pay an amount or perform an obligation before the commencement of the Term or after the expiration of the Term shall be binding and enforceable notwithstanding that payment or performance is not within the Term, and the same shall survive.

(m.) **Definition of Landlord, Exculpation.** The term LESSOR as used in this Agreement, so far as the covenants or obligations on the part of lessor are concerned, shall be limited to mean and include only the owner or owners of the Premises at the time in question. In event of any transfer or transfers of title thereto, LESSOR named herein (and in case of any subsequent transfer or conveyance, the then grantor) shall be automatically relieved from the performance of any covenants or obligations of LESSOR accruing after said transfer date; provided, that any such transferor assumes the obligations of LESSOR hereunder. It is expressly understood and agreed by and between the parties hereto that in the case of default hereunder by LESSOR, the LESSEE shall look solely to the interest of LESSOR in the Premises for satisfaction of any obligation of LESSOR to LESSEE.

(n.) **Accord and Satisfaction.** No payment by LESSEE or receipt by LESSOR of a lesser amount than the rent or other amounts herein stipulated shall be deemed to be other than on account of the stipulated rent and amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment thereof be deemed an accord and satisfaction, and LESSOR may accept such check of payment without prejudice to LESSOR'S right to recover the balance of such amounts or pursue any other remedy provided in this Agreement.

(o.) Deleted.

(p.) **Change in Domicile.** LESSEE hereby acknowledges an affirmative duty to provide LESSOR with written notice of a change in domicile within a reasonable time thereafter.

(q.) **Disclosure.** C B Richard Ellis, Charlottesville, LLC ("CBRE") represents the LESSOR in this transaction. The General Partner of the LESSOR, Great Eastern Management Company ("Great Eastern"), is a licensed real estate brokerage firm. Mrs. Dotty N. Hopkins, who is employed by

SITE NAME: UVA MC N010
SITE NUMBER: TBD
ATTY:DATE: L.SCHWELLER/8.20.15

Great Eastern and holds an active real estate license, is a limited partner in a partnership which owns a limited partnership interest in LESSOR.

(r.) Recordation. LESSEE shall not record this Agreement without the written consent of LESSOR.

(s.) Corporate Tenants/Guarantor. In the event either Party hereunder is a corporation, partnership, or limited liability company (individually, an "entity"), the person(s) executing this Agreement on behalf of such entity, as well as any individual Guarantor(s), if any, hereby covenant(s) and warrant(s) that: (i) the entity is a duly constituted entity currently qualified to do business in the state in which the Shopping Center is located; (ii) all future forms, reports, fees and other documents necessary for the entity to comply with applicable laws will be filed by the entity when due; and such persons are duly authorized by the governing body of such entity to execute and deliver this Agreement on behalf of the entity.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS.]

SITE NAME: UVA MC N010
SITE NUMBER: TBD
ATTY/DATE: L.SCHWELLER/8.20.15

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Hampton Building Corporation

By: [Signature]
Its: Agent for Hampton Building Corp.
Date: 9/16/2015

WITNESS
[Signature]

LESSEE: Cellco Partnership d/b/a Verizon Wireless

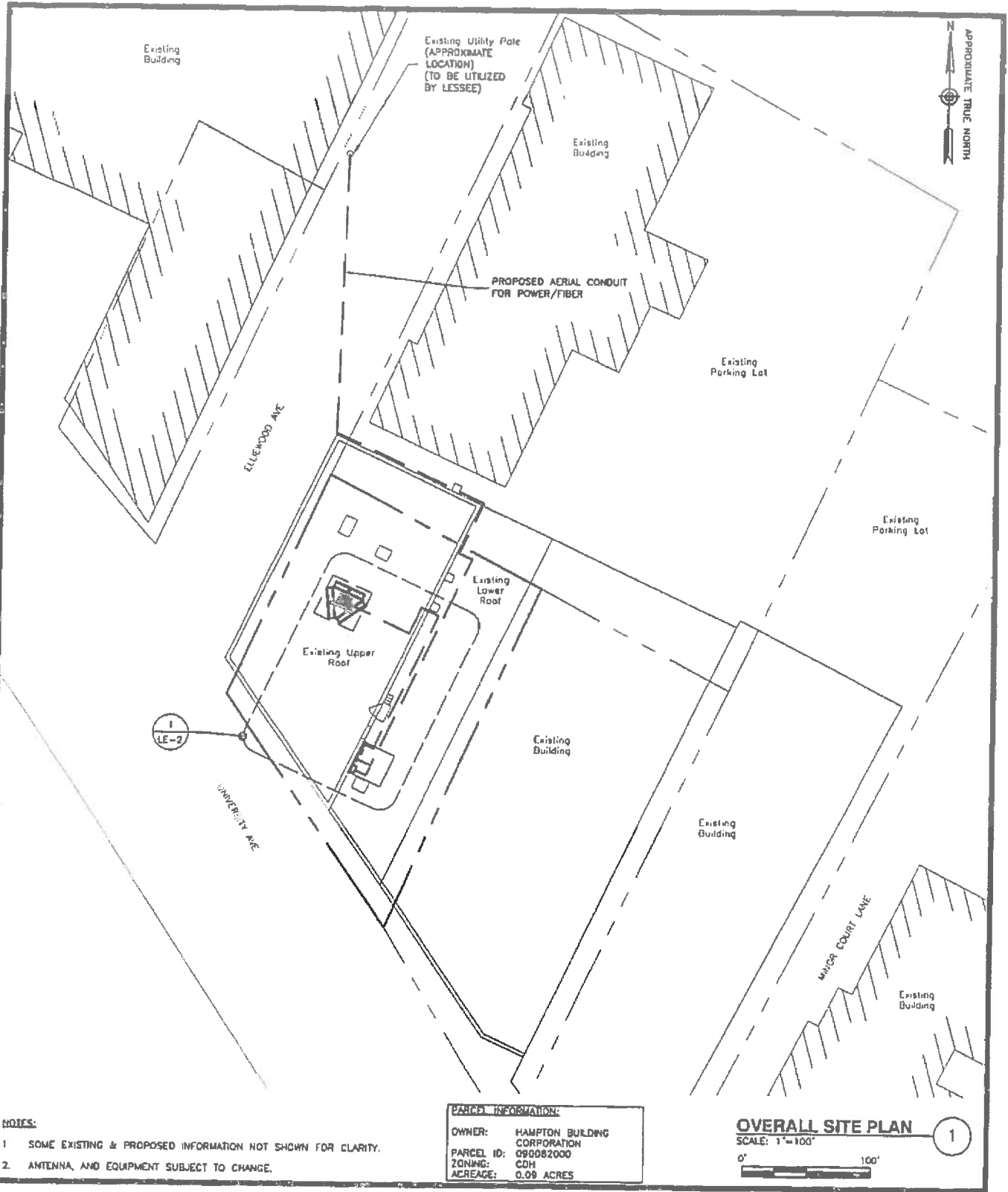
By: [Signature]
David R. Heverling
Aparna Khurjekar
Its: Area Vice President - Network
Vice President - Field Network
Date: 1.4.2016

WITNESS
[Signature]

SITE NAME: UVA MC N010
SITE NUMBER: TBD
ATTY/DATE: L.SCHWELLER/8.20.15

EXHIBIT A

**SITE PLAN OF GROUND SPACE, ROOFTOP SPACE,
ANTENNA SPACE AND CABLING SPACE
(See attached)**



- NOTES:**
- SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
 - ANTENNA, AND EQUIPMENT SUBJECT TO CHANGE.

PARCEL INFORMATION:	
OWNER:	HAMPTON BUILDING CORPORATION
PARCEL ID:	090082000
ZONING:	CDH
ACREAGE:	0.09 ACRES

OVERALL SITE PLAN

SCALE: 1"=100'
 0' 100'

1

Dewberry
 Dewberry Engineers, Inc.
 4805 Lake Brook Drive, Suite 200
 Glen Allen, VA 22003
 Phone: 804.290.7957
 Fax: 804.290.7928
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	07/01/15	KKK
B	07.13.15	BAR

PROJECT:
 UVA MC N010

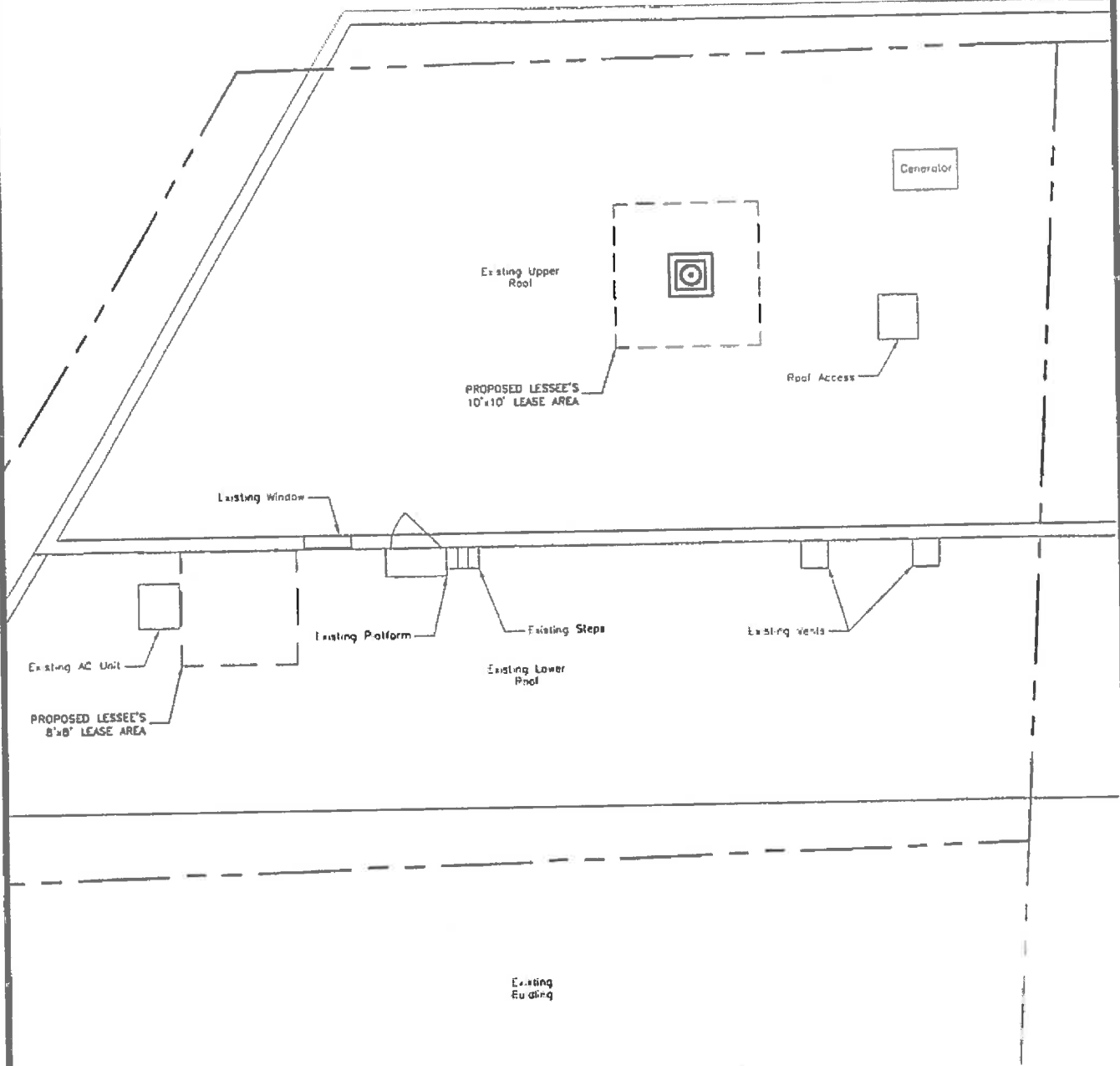
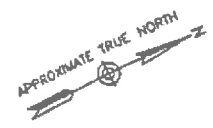
ADDRESS:
 1521 UNIVERSITY AVE
 CHARLOTTESVILLE VA 22903

SITE INFORMATION

GOOGLE EARTH
 (NAD 83)
 LAT.: 38° 02' 07.45" N
 LONG.: 78° 30' 02.88" W

PROJECT NO. 50074500

SHEET NO.
 LE-1



PARTIAL BUILDING PLAN ①
 SCALE: 1"=10'
 0" 10"

- NOTES:**
1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
 2. ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.

Dewberry
 Dewberry Engineers, Inc.
 4925 Lake Brock Drive, Suite 200
 Clon Allen, VA 23000
 Phone: 804.290.7997
 Fax: 804.390.7989
 www.Dewberry.com

SUBMITTALS		
REV	DATE	BY
A	07.01.15	KKB
B	07.13.15	BAR

PROJECT:
 UVA MC N010

ADDRESS:
 1521 UNIVERSITY AVE
 CHARLOTTESVILLE VA 22903

SITE INFORMATION

GOOGLE EARTH
 (NAD 83)
 LAT.: 38° 02' 07.45" N
 LONG.: 78° 30' 02.69" W

PROJECT NO. 50074503

SHEET NO.
 LE-2



March 10, 2017

VIA HAND DELIVERY

Mary Joy Scala, AICP, Preservation and Design
Planner
City of Charlottesville
Department of Neighborhood Development Services
City Hall - 610 East Market Street
P.O. Box 911
Charlottesville, VA 22902

RECEIVED

MAR 13 2017

NEIGHBORHOOD DEVELOPMENT SERVICES

Re: Board of Architectural Review Application for Attached Communications Facility
UVA N010

Dear Ms. Scala:

On behalf of Celco Partnership d/b/a Verizon Wireless, Stephen Waller and I submit to you ten (10) copies of each of the following documents in support of a Certificate of Appropriateness, required pursuant to City Code §34-1080(b)(3), for an attached communications facility proposed for installation on the Mincer's store building, located at 1521 University Avenue, Charlottesville, Virginia:

1. BAR application;
2. Descriptive narrative;
3. Proposed final site plan;
4. Photosimulations of the installation;
5. Stantec Determination of Visual Effects;
6. Sample of Stealth construction material for architectural element covering antenna; and
7. A check for \$125.00.

E-mail: Lori.Schweller@leclairryan.com
Direct Phone: (434) 245-3448
Direct Fax: (434) 296-0905

123 East Main Street, Suite 800
Charlottesville, Virginia 22902
Phone: 434.245.3444 \ Fax: 434.296.0905

CALIFORNIA \ COLORADO \ CONNECTICUT \ MARYLAND \ MASSACHUSETTS \ MICHIGAN \ NEW JERSEY \ NEW YORK \ PENNSYLVANIA \ VIRGINIA \ WASHINGTON, D.C.

ATTORNEYS AT LAW \ WWW.LECLAIRRYAN.COM

Ms. Mary Joy Scala

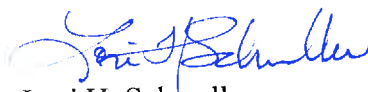
March 10, 2017

Page 2

The proposed attached facility will be entirely screened within a faux brick chimney (sample enclosed) to be situated in the center of the rooftop, so the communications facility will not be visible from neighboring roadways or properties. The supporting mechanical equipment will be wall-mounted on the rooftop and will also not be visible from neighboring roadways or properties. Therefore, the proposed facility meets applicable requirements of the zoning ordinance for a new attached communications facility. We are submitting an application for a Certificate of Appropriateness for the stealth architectural element and we request action on the submission within sixty (60) days of our submittal.

Please contact me if you have questions or need additional information or clarification. Thank you for your consideration.

Very truly yours,



Lori H. Schweller

Attachments

cc: Lisa Robertson, Deputy City Attorney
Stephen Waller, GDNsites

VERIZON - SITE NAME: "UVA MC NODE N010"
SMALL CELL ANTENNA NODE INSTALLATION AT MINCER'S
1521 UNIVERSITY AVENUE

Project Description:

Verizon respectfully requests approval of a Zoning Verification and Certificate of Appropriateness that are both being submitted in support of the installation of a new attached, concealed, wireless telecommunications facility to be installed on the roof of the Mincer's UVA Imprinted Sportswear ("Mincers") store, which is located at 1521 University Avenue. This property is identified as Parcel ID# 090082000 in the City of Charlottesville's tax records and GIS mapping and contains 0.0900 acres zoned Corner District (CDH) in the Venable Neighborhood. Because the proposed communications facility will not be visible from adjacent streets and properties, it is permitted by right with a Zoning Verification. The property is located within The Corner Architectural Design Control district; therefore, a Certificate of Appropriateness must be obtained for the antenna concealment feature.

This "small cell" data node facility will consist of a 6.7" (W) x 23.6" (L) panel antenna that will be mounted using a non-penetrating, ballasted sled and enclosed within a "Stealth" concealment chimney near the center of the roof. The tallest part of the building's wall is currently 37 feet high, and an attached vent pipe extending from The Virginian Restaurant located next door, is at 40'-6", while the top of Verizon's proposed chimney enclosure will be 41' high. The antenna concealment chimney will be designed to look like bricks, using color and textures that closely match the bricks and mortar of the existing building.

Supporting base station transmitting equipment will consist of a radio cabinet that is approximately 23.4" (L) x 19.4" (W), and 10.8" (D), two Remote Radio Heads, a fiber optic cable Diplexer (coupler) will be mounted on the side building wall with access to be provided from the roof of The Virginian restaurant, which is located on the same parcel and shares ownership with the Mincer's building. This equipment, which is like various types of other electrical, telephone and communications equipment will not be visible from University Avenue, due to the existing parapet wall that currently screens HVAC units and other rooftop utilities. Other views from nearby properties and the UVA grounds will be obscured and/or blocked completely by the walls of adjoining buildings and trees lining the southern side of University Avenue. The security cabinet can also be painted to match the existing wall or any other color that is deemed acceptable and in accordance with the Certificate of Appropriateness.

Character of the Area:

Mincer's is a 3-story retail commercial building that fronts on University Avenue at the intersection with Elliewood Avenue, just south of the intersection with Virginia Avenue. All of the adjacent properties surrounding this building on the northeastern side of the street share the same CDH zoning designation, while the opposite side of the street consists of open space and buildings serving various research, academic, faculty and staff operations for the University of Virginia.

Mincer's, the adjacent parcels and a large part of the surrounding area are included within the City's own University Corner Historic District and Corner Architectural Design Control District.

The special designations of both overlay districts require the issuance of a Certificate of Appropriateness as part of the City's review and approval process. Therefore, special care is being taken to ensure that the proposed screening design will be compatible with the existing walls of this brick building even though this particular section of the Mincer's rooftop is not visible from that many vantage points nearby.

Network Improvements:

The deployment of this node and similar facilities throughout the area will help Verizon further improve its state-of-the-art, high-speed wireless data services that are being provided over its 4G LTE (Long-Term Evolution) network for the residents, visitors, business owners and consumers throughout the City of Charlottesville. Slow data transmission due to greater distances from existing facilities and/or a high number of users during peak hours can directly impact citizens' ability to perform various tasks that range from doing business and schoolwork in their homes, to communicating with family and friends, and even receiving messages regarding emergencies, weather, traffic and other local issues that may impact the quality of our daily lives.

Verizon is working throughout Virginia to increase the capacity for data transmission on its wireless networks as needed to handle the increased demands for service by the company's growing customer base. These small cell/node facilities are much smaller in scale than the more traditional "Macro" facilities (such as a cell towers), often using a single and very inconspicuous antenna that is supported by compact base station equipment. Unlike the macro facilities that serve areas that are at least a mile in diameter, these nodes are meant to provide improved coverage that is concentrated in more densely-populated urban areas such as city centers with dense residential areas, shopping centers, sports fields, entertainment venues, community centers and similar developments where data usage tend to be high. The placement of small cells within the areas that are marginally covered by existing macro sites also allows network traffic to be offloaded from those macro sites and distributed through the small cells within their specifically targeted areas. This then helps to increase data speeds that are experienced by users across the network, thus providing more reliable access to high-speed data transmissions and overall service improvements and seamless coverage for all users as they move between a reliance upon the macro sites to the small cell nodes and vice versa.

In addition to using the measurable data that is compiled by the company's Network Traffic Engineers, Verizon has also taken the input it receives from the local community into consideration when designing and locating these small cell nodes. This is important because it means that many of the customers who have filed reports of slower data speeds, spotty coverage and complete loss of service at certain times and locations throughout this area will benefit from the installation of this proposed facility.

Due to the addition of this new site, area residents, visitors and businesses will be able to benefit greatly from the technological advances that have taken place in the wireless industry since the introduction of smartphones and wireless broadband services. With the increased usage of smartphones, tablets, laptops and similar devices that allow users to work, research, shop and communicate, the needs for access to high speed, high quality wireless networks will

only continue to grow. In fact, wireless networks have become such an integral part of our lives and our economy that access to the highest levels of service has in many cases allowed consumers to save money by “cutting the cords” and reducing the needs for multiple subscriptions and accounts to both landline and wireless telephone services, along with other hardline communication utilities, such as cable and internet. To that end, the addition of this proposed data node antenna will allow Verizon to provide another reliable choice for high quality option for data streaming services to its customers within the City of Charlottesville.

Service Objectives:

Verizon is licensed by the Federal Communications Commission (“FCC”) to provide state-of-the-art wireless communication services to citizens, businesses and visitors within City of Charlottesville. To that end, Verizon currently provides service in the area using several existing and more traditional towers, as well as macro facilities collocated on other structures such as power towers and rooftops. However, Verizon is also constantly seeking ways to improve these services through the deployment of state-of-the-art technologies that help to increase network capacity that is necessary for supporting the growing needs for data. Today’s citizens expect to be able to stream information, entertainment and data through their phones, tablets, laptops and other devices, and stay in constant contact with family and friends. While the existing wireless macro sites have adequately supported network voice services for many years, the ability to meet the escalating demand for the transfer of a large volume data is requiring that these small cells and data node antennas be located closer to the customers in areas with higher user intensity so that data service providers can meet the ever-increasing demands.

It should also be noted in most cases that these needs for access to higher capacity levels and the best data services are largely being experienced in the most densely developed area that offer the fewest (if any) options and insufficient land area that would be necessary for the construction of traditional macro wireless facilities. On the other hand, the small cell nodes are designed to offer designs that are visually unobtrusive and low-powered, while still meeting the specific site coverage requirements for those smaller geographical areas that are being targeted.

The proposed antenna and compact ground equipment footprint of this installation will help to expand services into this busy commercial district while also being sensitive to the goals and guidelines that were put in place to preserve certain historic and architectural characteristics within the district. This is an important factor because it allows Verizon to implement design solutions that greatly reduce the size and visibility from that of a traditional macro cellular facility. This specific small cell /data node will be screened within and faux brick chimney on the roof of the brick building, while increasing its top height by 4 feet and it will only be ½-foot taller than the existing, aluminum kitchen vent pipe that extends above the wall from The Virginia Restaurant. Therefore, the proposed installation should be viewed as an acceptable and compatible solution for improving mobile wireless data services within this historic, commercial area that also has related architectural design controls.

Compatibility with Design Guidelines for Historic and Architectural Design Districts:

Antennas and wireless facilities that are not visible from adjacent streets or properties are allowed to be attached to existing buildings and similar structures by-right in the CD Zoning

District. Chapter II: Site Design & Elements - Section H. Utilities & Other Site Appurtenances, acknowledges that antennas and similar items are a “necessary part of contemporary life. However, their placement may detract from the character of the site and building.” Data nodes such as the ones proposed for City of Charlottesville and urban ring of Albemarle County are designed to have very minimal visual impacts while helping to deploy the latest technologies in data services with increased capacity for peak usage by the residents, employees and visitors in this area. Five guidelines have been set forth in order to achieve this goal, and Verizon will address them below **(in bold type)**:

1. “Plan the location of overhead wires, utility poles and meters, electrical panels, antennae, trash containers, and exterior mechanical units where they are least likely to detract from the character of the site.”

The proposed antenna will be screened within a architecturally-compatible, RF-friendly concealment element that will be designed to look like a chimney, that extends 4-feet above the highest point of the Mincer’s building wall.

2. “Screen utilities and other site elements with fences, walls or plantings.”
Supporting base station transmitting equipment will be placed mounted on the eastern side wall and screened from views by the parapet wall of the Virginian Restaurant, other adjacent building walls and the tops of existing trees along University Avenue. Therefore, off-site views of the antenna and equipment will not be an issue and additional screening should not be necessary.

3. “Encourage the installation of utility services underground.”
The main power line will be run from an existing meter that is located at the rear of the building and no new overhead lines will be necessary. Conduit housing the communication feedlines that connect the antenna with the base station equipment will be run flush along the interior wall of the building and parallel with the existing vent pipes so as to be screened from all views beyond the brief gap above the Virginian Restaurant.

4. “Antennae and communication dishes should be placed in inconspicuous rooftop locations, not in a front yard.”
The proposed antenna will be completely concealed from view and installed near the center of the roof, set back approximately 33 feet from the front wall facing the public road right-of-way along University Avenue, whereas the CD zoning district requires at least seventy-five (75) percent of a building’s wall to be built to (setback 0’ from) the property line adjacent to its primary street frontage. Therefore, this requirement has been more than adequately addressed.

5. Screen all rooftop mechanical equipment with a wall of material harmonious with the building or structure.
Base station equipment proposed for supporting this concealed antenna will be installed on the eastern wall of Mincer’s and at a point that can only be accessed or readily seen from the rooftop of the Virginian restaurant. Therefore, because of the screening that is provided by the existing parapet wall and adjoining wall of the next building to the east, no additional screening should be necessary.

Conclusions:

A Zoning Verification and Certificate of Appropriateness are being requested to allow the addition of this antenna and its supporting equipment that will improve data capacity and

wireless coverage for customers who are visiting businesses in the Corner District as well as the nearby open space and buildings on the adjacent grounds of the University of Virginia. The installation of a small cell facility for the use and enjoyment of residents and visitors in this densely-populated area will help to enhance quality of life due to the increased availability of high speed, high quality wireless network services. Verizon is confident that the proposed small cell facility should be deemed as acceptable under the City's Architectural Design Guidelines for the antennas and similar utilities and appurtenances, and this is further supported by the favorable factors that are listed below:

1. The provision of more reliable wireless and broadband services supports citizens and businesses greater access to a wide range of educational, recreational, economic tools and public service information that are important to achieving various goals and objectives that are set forth in the City's Comprehensive Plan.
2. Small cells, such as the one proposed in this application, are more compact and less visually obtrusive than many other types of utilities and appurtenances that do not require BAR review in other areas outside of Historic and Design Control Districts.
3. The proposed antenna and the supporting equipment will have very little, if any, adverse visual impacts upon the Mincer's building or other structures within the historic district due to the compatible design, color and texture of the faux brick chimney.

Please contact me if you should have any comments, questions or needs for additional information.

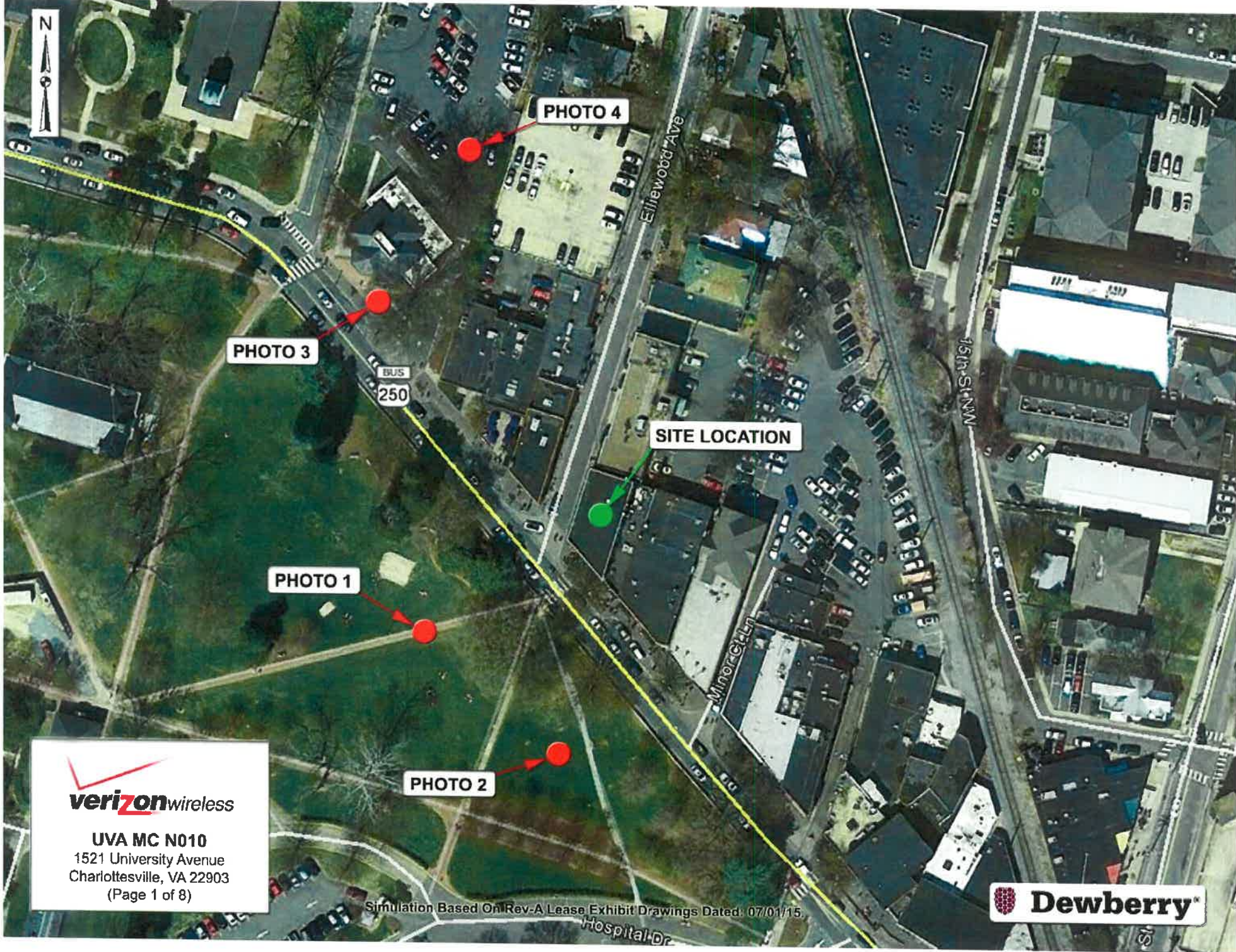
Sincerely,



Stephen Waller, AICP

GDNsites

Site Development Consultants to Verizon

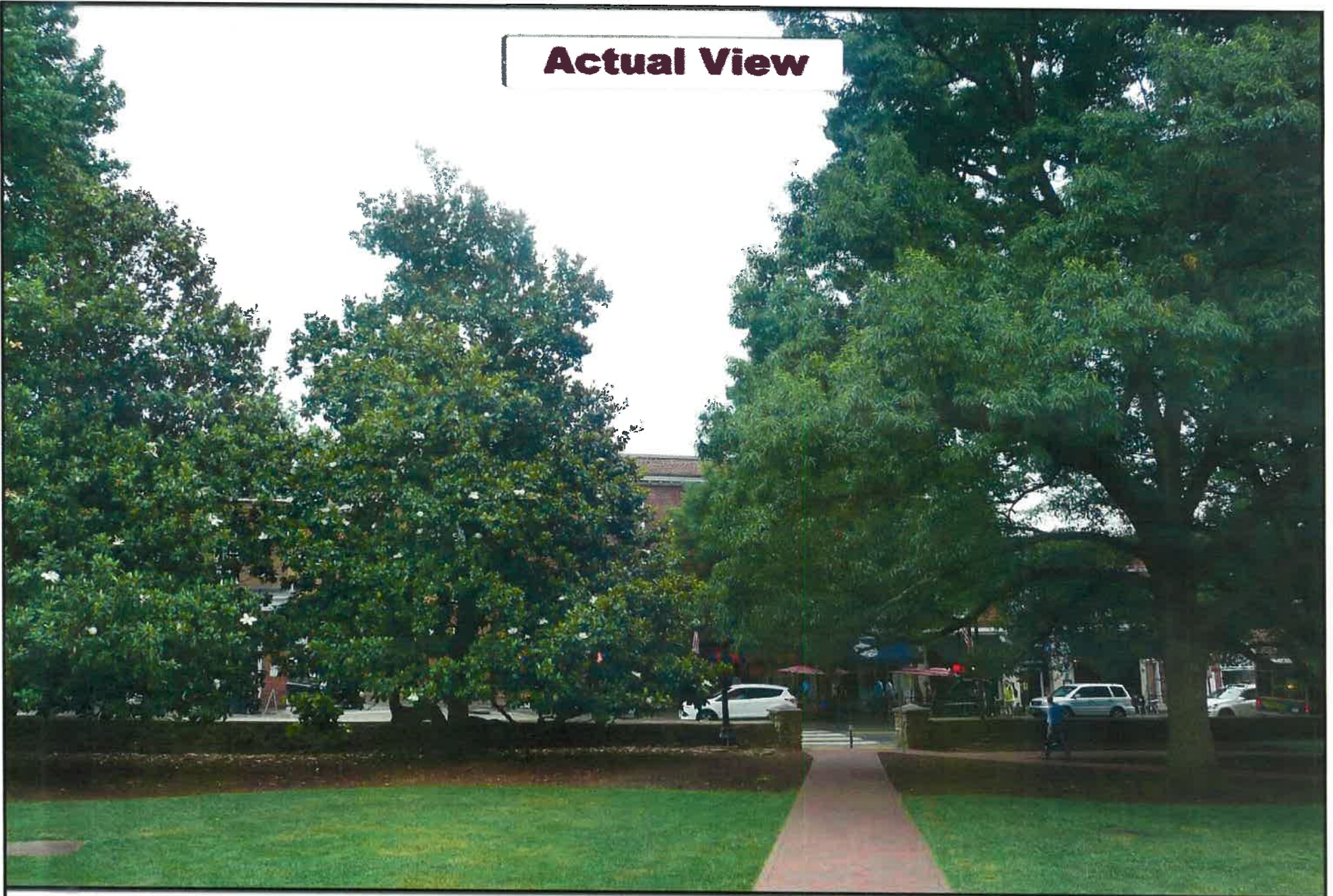



UVA MC N010
1521 University Avenue
Charlottesville, VA 22903
(Page 1 of 8)


Simulation Based On Rev-A Lease Exhibit Drawings Dated: 07/01/15



Actual View



UVA MC N010
Photo 1A
View Facing Northeast
From 15th Street NW
(Page 2 of 8)

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4805 Lake Brook Drive, Suite 200
Glen Allen, VA 23080
Phone: 804.290.7957
Fax: 804.290.7928
www.dewberry.com

Proposed View

Proposed RF Transparent False
Chimney Concealing Proposed Antenna
Mounted On Non-Penetrating Sled



UVA MC N010
Photo 1B
View Facing Northeast
From 15th Street NW
(Page 3 of 8)

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Glen Allen, VA 23060
Phone: 804.290.7957
Fax: 804.290.7928
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Actual View

Proposed Equipment Is Not
Visible From This Location



UVA MC N010
Photo 2
View Facing North
Off Of University Avenue
(Page 4 of 8)

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Glen Allen, VA 23060
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Actual View



UVA MC N010
Photo 3A
View Facing Southeast
From University Avenue
(Page 5 of 8)

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Proposed View

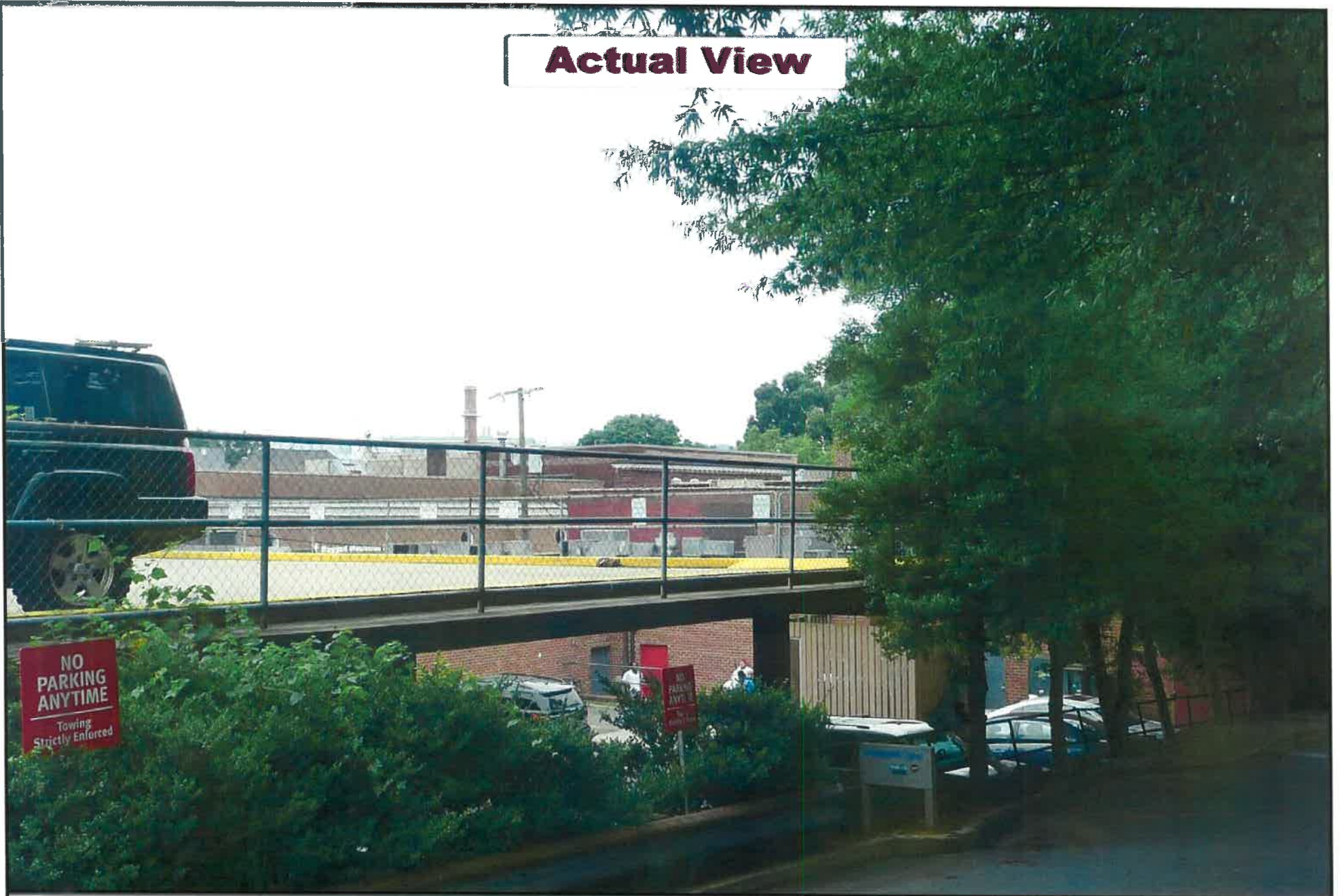
Proposed RF Transparent False Chimney Concealing Proposed Antenna Mounted On Non-Penetrating Sled



UVA MC N010
Photo 3B
View Facing Southeast
From University Avenue
(Page 6 of 8)

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Actual View



UVA MC N010
Photo 4A
View Facing South
From University Avenue
(Page 7 of 8)


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Proposed View

Proposed RF Transparent False
Chimney Concealing Proposed Antenna
Mounted On Non-Penetrating Sled



UVA MC N010
Photo 4B
View Facing South
From University Avenue
(Page 8 of 8)

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1049 Technology Park Drive
Glen Allen, VA 23059
(804) 355-7200
(804) 355-1590 (Fax)

December 13, 2016
File: 203400673 Task 242

Mr. Andrew Hendricks, P.G.
Geo-Technology Associates, Inc.
43760 Trade Center Place, Suite 110
Sterling, Virginia 20166

RE: Determination of Visual Effects for the Charlottesville Small Cell Installation Located at
1521 University Avenue (UVA MC N010), Charlottesville, Virginia

Dear Mr. Hendricks:

The report that follows presents the results of the visual effects survey for the Verizon Wireless (Verizon) small cell site located at 1521 University Avenue (UVA MC N010), Charlottesville, Virginia (Figures 1-5). The site visit was conducted by Tracey MacDonald and the report reviewed by Ellen M. Brady, Senior Principal Investigator, and Sandra DeChard, Senior Architectural Historian, on behalf of Geo-Technology Associates Inc. (GTA) on December 5, 2016.

The investigations were conducted with reference to state (*Guidelines For Conducting Cultural Resource Survey In Virginia: Additional Guidance for the Implementation of the Federal Standards Entitled Archaeology and Historic Preservation: Secretary of the Interior's Standards and Guidelines* (48 FR 44742, September 29, 1983 [Virginia Department of Historic Resources {VDHR} 2001]) and federal guidelines (*Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* [United States Department of the Interior {USDI} 1983]) for conducting cultural resources investigations as well as in accordance with the *Nationwide Programmatic Agreement Regarding the Section 106 National Historic Preservation Act Review Process* (NPA) effective March 7, 2005.

AREA OF POTENTIAL EFFECT

The Area of Potential Effect (APE) for indirect visual effects for UVA MC N010, as determined by the NPA, and in consultation with the VDHR, was 0.25 miles. This survey was designed to assess visual effects to the National Register of Historic Places (NRHP)-eligible or listed resources within the APE.

The APE for direct effects to the building by the proposed small cell antenna project is limited to the structure area where the antenna and associated equipment will be installed.

PROJECT DESCRIPTION

Verizon proposes to install a small cell antenna and associated equipment on roof top of the three-story building near the roof's center. The antenna will be stealthed within a newly constructed false brick chimney and will be installed on a non-penetrating sled mount. The radio head and the equipment will be mounted on the southeastern side of the building just below the roof line of the adjacent one-story building. The radio head and the equipment will not extend

above the parapet wall and will not be visible from the street. The antenna and false chimney will extend approximately 4 feet above the edge of the parapet (Figures 3-5).

PROJECT LOCATION

Charlottesville N010
1521 University Avenue

The building, located at 1521 University Avenue, is located at the corner of University Avenue and Elliewood Avenue. The three-story, brick building was constructed c. 1900 and features retail space on the first floor and residential space on the second and third (Figure 1). The building also features brick quoins, a modillioned cornice, elliptical arched windows, and a parapet roof. The windows are vinyl replacement sashes. The building has not been individually surveyed; however, is located within the Venable Neighborhood Historic District (VDHR #104-0133).

The area immediately surrounding 1521 University Avenue consists of poured concrete sidewalks on the southwest and northwest along the building. A small one-story brick commercial building is located immediately adjacent to the southeast elevation of the building with a more modern building immediately behind. The building is within a commercial area of Charlottesville with a park area belonging to the University of Virginia across the street (Figure 2 and 6-9).

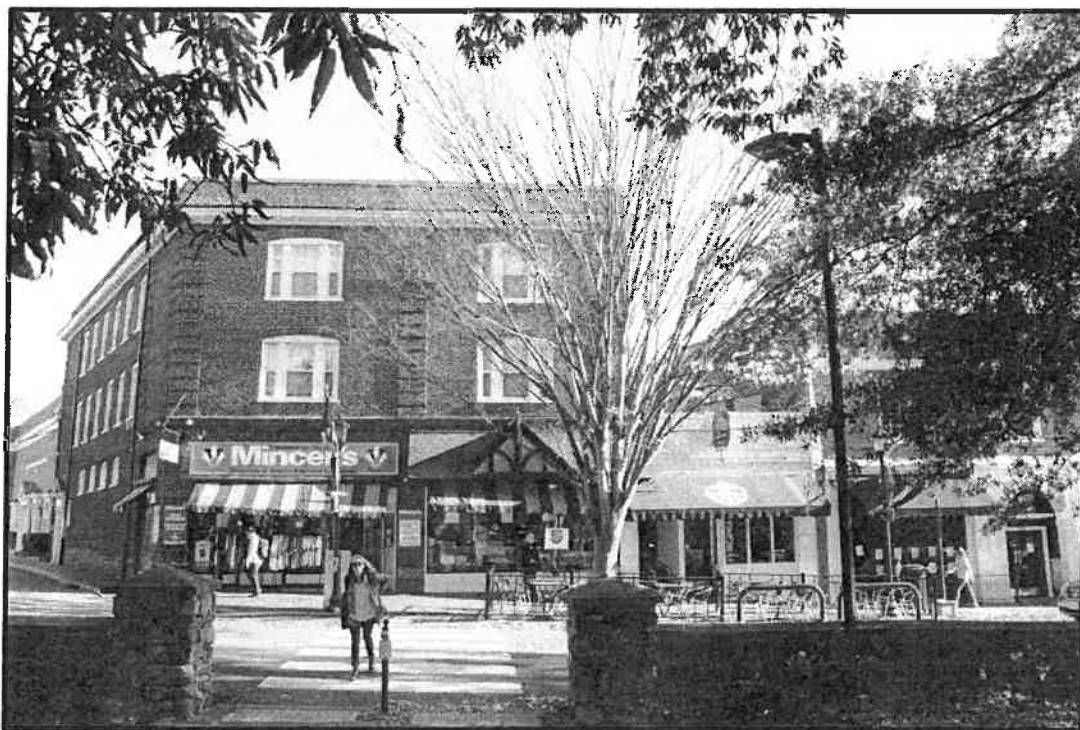


Figure 1. 1521 University Avenue, Charlottesville, Virginia.

RESULTS OF BACKGROUND RESEARCH

Background research for the project involved a review of the VDHR's Virginia Cultural Resources Information System (V-CRIS) database. This review was conducted in order to determine whether

any architectural resources, including historic districts, located within the APE of the small cell site have been listed or are eligible for listing on the NRHP. According to V-CRIS, three NRHP-listed or eligible historic districts and 11 individually listed or eligible resources are located within the 0.25-mile APE of the proposed UVA MC N010 small cell site. In addition, the NRHP-listed Charlottesville, Virginia Multiple Resource Area is located within the APE, although the boundaries of the Area are not currently mapped in VCRIS (Table 1; Figure 10).

The three NRHP-listed architectural resources located within the 0.25-mile APE of the UVA MC N010 cellular site include parts the University of Virginia Historic District (VDHR #002-5161), the Venable Neighborhood Historic District (VDHR #104-0133), and the Wertland Street Historic District (VDHR #104-0136) (Table 1; Figure 10). The 11 individual resources include the Rotunda (VDHR #002-5055), the Lewis Brook Hall of Natural History (VDHR #002-5056), and the Carr's Hill/President's House (VDHR #002-5082), located within the University of Virginia Historic District; the Anderson Brothers Bookstore (VDHR #104-0132, the Turner-LaRowe House (VDHR #104-0234), the King-Runkle House, and the McConnell-Neve House (VDHR #104-0397; Demolished), located within the Venable Neighborhood Historic District; and the Dinsmore Hous/Heiskell-McKennie House (VDHR #104-0018), the Barringer Mansion (VDHR #104-0022), and the George Rogers Clark Statue and Four Monumental Figurative Outdoor Statues, which includes the Clark Statue (VDHR #104-0252 and #104-5091).

DIRECT EFFECTS EVALUATION

Since the building is over 45 years of age, direct effects consideration is required. The antenna will be mounted on the roof top and stealthed within a newly constructed false brick chimney. The antenna itself will be installed on a non-penetrating sled mount. The radio head and the associated equipment will be mounted on the southeastern side of the building just below the roof line of the adjacent one-story building. The historic fabric of the building will be minimally impacted only on the parapet wall where the radio head and associated equipment will be attached.

INDIRECT EFFECTS EVALUATION

The purpose of the indirect effects investigation is to determine if any of the NRHP-eligible or listed resources under consideration within the APE will view the proposed small cell installation. The survey was undertaken to ensure compliance with the NPA and with Section 106 of the National Historic Preservation Act (as amended). Since listed and eligible resources were located within the APE, an indirect visual effects study was conducted for each resource (Table 1; Figure 11; Photos 1-27). The study included photographing the individual resources and their views towards the small cell site to evaluate the visual impact of the undertaking on the historic resources within the defined APE. In the case of historic districts only views from points within the historic district towards the small cell site were taken as these photographs already capture resources within the district.

The proposed small cell antenna will be mounted on a non-penetrating sled mount within a false chimney, which will extend 4 feet above the edge of the parapet. As such the proposed antenna had the potential to be viewed from the surrounding NRHP-listed or eligible historic districts or NRHP individually listed resources within the APE. However, due to the existing building stock surrounding the node site, the distance of the NRHP-listed or eligible resources from the proposed node location, and changes in landscape, only in areas within the Venable Neighborhood Historic District and University of Virginia Historic District immediately surrounding the building viewed the building and/or the proposed location of the UVA MC N010 small cell antenna. Two individual resources within the district, the Lewis Brook Hall of Natural History and the Anderson Brothers

Bookstore viewed the proposed small cell location. The proposed antenna location and the building were not visible from any other survey point within the 0.25-mile APE from the resources within the APE under consideration.

CONCLUSION

The UVA MC N010 collocation site, located 1521 University Avenue, Charlottesville, meets the age requirement for direct effects evaluation as the building meets the age criteria of 45 year or older. The antenna will be mounted on a non-penetrating sled mount within a false chimney, which will extend 4 feet above the edge of the parapet. The associated equipment will be installed on the southeast wall of the building below the roof line of the adjacent building (see Figures 3-5). The historic fabric of the building will be minimally impacted only on the southeast wall where the antenna and associated equipment will be attached. The building; however, has not been formerly surveyed and therefore not individually evaluated for eligibility for listing on the NRHP by DHR. In addition, it is unlikely that the building would be considered eligible for listing on the NRHP as evaluated by Criteria A, B, C, and D. According to the NPA, since the subject building itself has not been individually evaluated for eligibility for listing on the NRHP there are no historic properties within the direct effects APE.

The building is also located within the NRHP-listed Venable Neighborhood Historic District. Based on information gathered at the site and the proposed location of the small cell antennas on the roof it appears that the proposed antennas and associated equipment will not impact the Rotunda (VDHR #002-5055), Carr's Hill/President's House (VDHR #104-5082), the Dinsmore House/Heiskell-McKennie House (VDHR #104-0018), the Barringer Mansion (VDHR #104-0022), the Wertland Street Historic District (VDHR #104-0136), the Turner-LaRowe House (VDHR #104-0234), the King-Runkle House (VDHR #104-0248), the George Rogers Clark Statue (VDHR #104-0252), the McConnell-Neve House (VDHR #104-0397; Demolished), and the Four Monumental Figurative Outdoor Sculptures (VDHR #104-5091). The building and/or the proposed antenna location was not visible from any of the points of survey from these NRHP-listed or eligible resources due to distance, changes in elevation, and the existing built environment, which shields the view of the proposed antenna installation site from the historic resources within the 0.25-mile APE. The building and/or proposed antenna location was visible from the Lewis Brook Hall of Natural History (VDHR #002-5056), the University of Virginia Historic District (VDHR #002-5161), the Anderson Brothers Bookstore (VDHR #104-0132), and the Venable Neighborhood Historic District (VDHR #104-0133) (Photos 4, 7, 8, 14, and 15). Since the proposed location of the small cell was viewed from the Anderson Brothers Bookstore, it was also viewed from the Charlottesville, Virginia Multiple Resource Area as the resource is individually listed under the Area nomination. However, since the antenna will be stealthed within a false chimney and due to the small size of the antenna and the limited visibility of the proposed installation it is recommended that the proposed 1521 University Avenue UVA MC N010 collocation site will have **No Adverse Effect** to resources within the APE for visual effects.

Sincerely,



Ellen M. Brady
Senior Principal Investigator



Sandra DeChard
Senior Architectural Historian

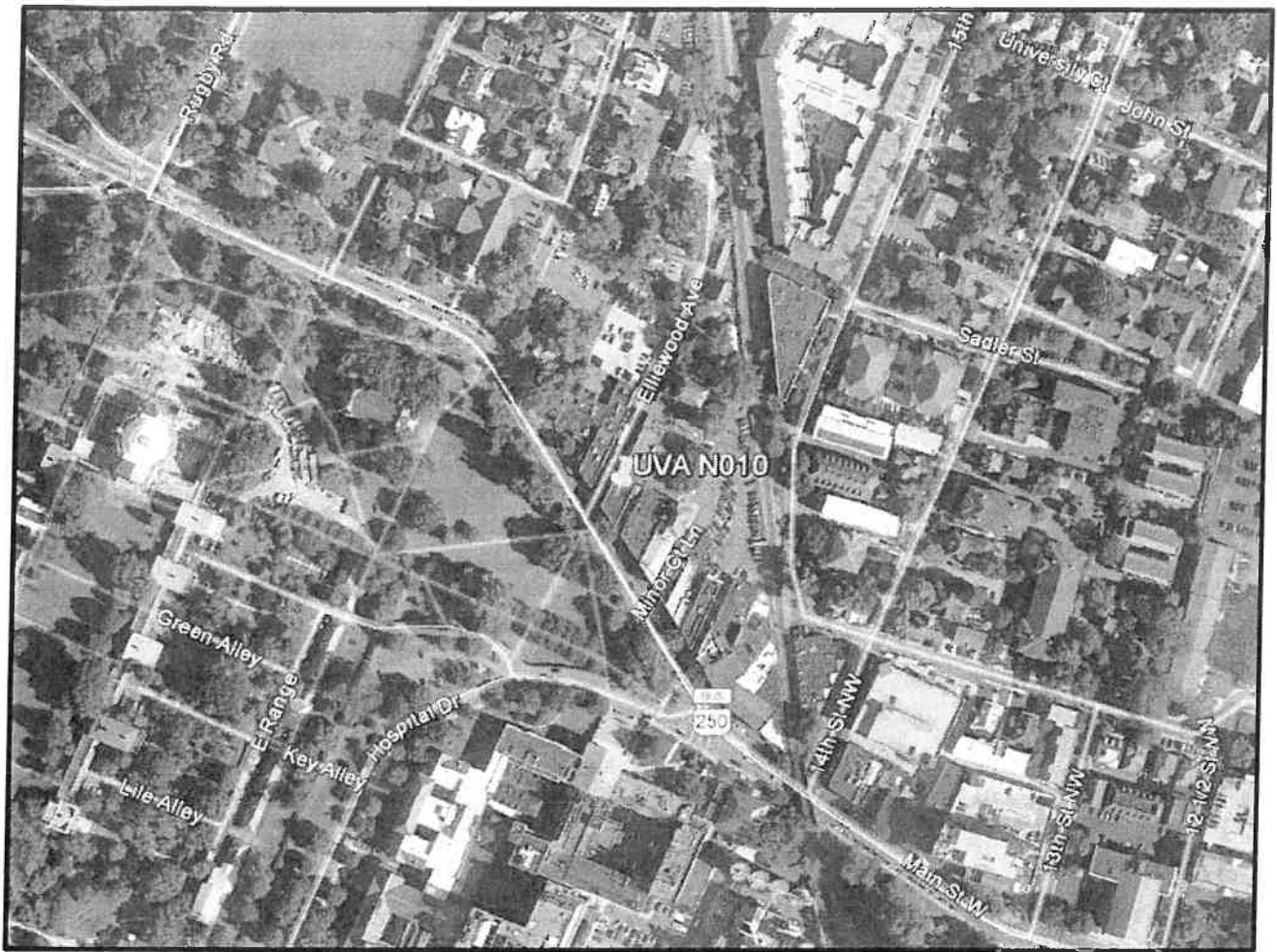
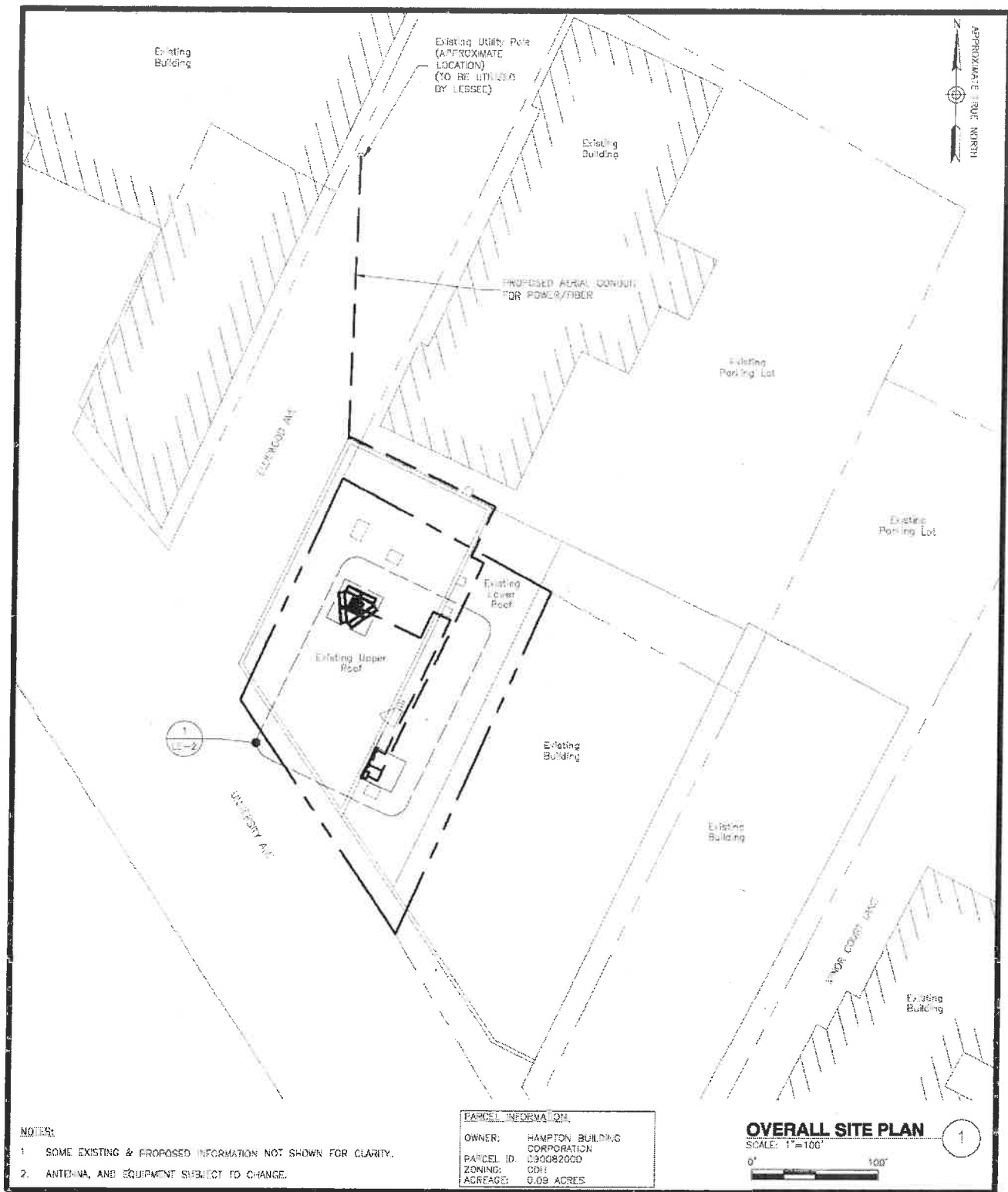


Figure 2. Location of 1521 University Avenue.



Dewberry
 Dewberry Engineers, Inc.
 4906 Lakes Brook Drive, Suite 200
 Glen Allen, VA 22005
 Phone: 804.260.7967
 Fax: 804.290.7988
 www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	07/01/15	KKB
B	07/13/15	BAR
C	08/03/16	FLR
FINAL	08/15/16	BAR

PROJECT:
 UVA MC N010

ADDRESS:
 1521 UNIVERSITY AVE
 CHARLOTTESVILLE, VA 22903

SITE INFORMATION

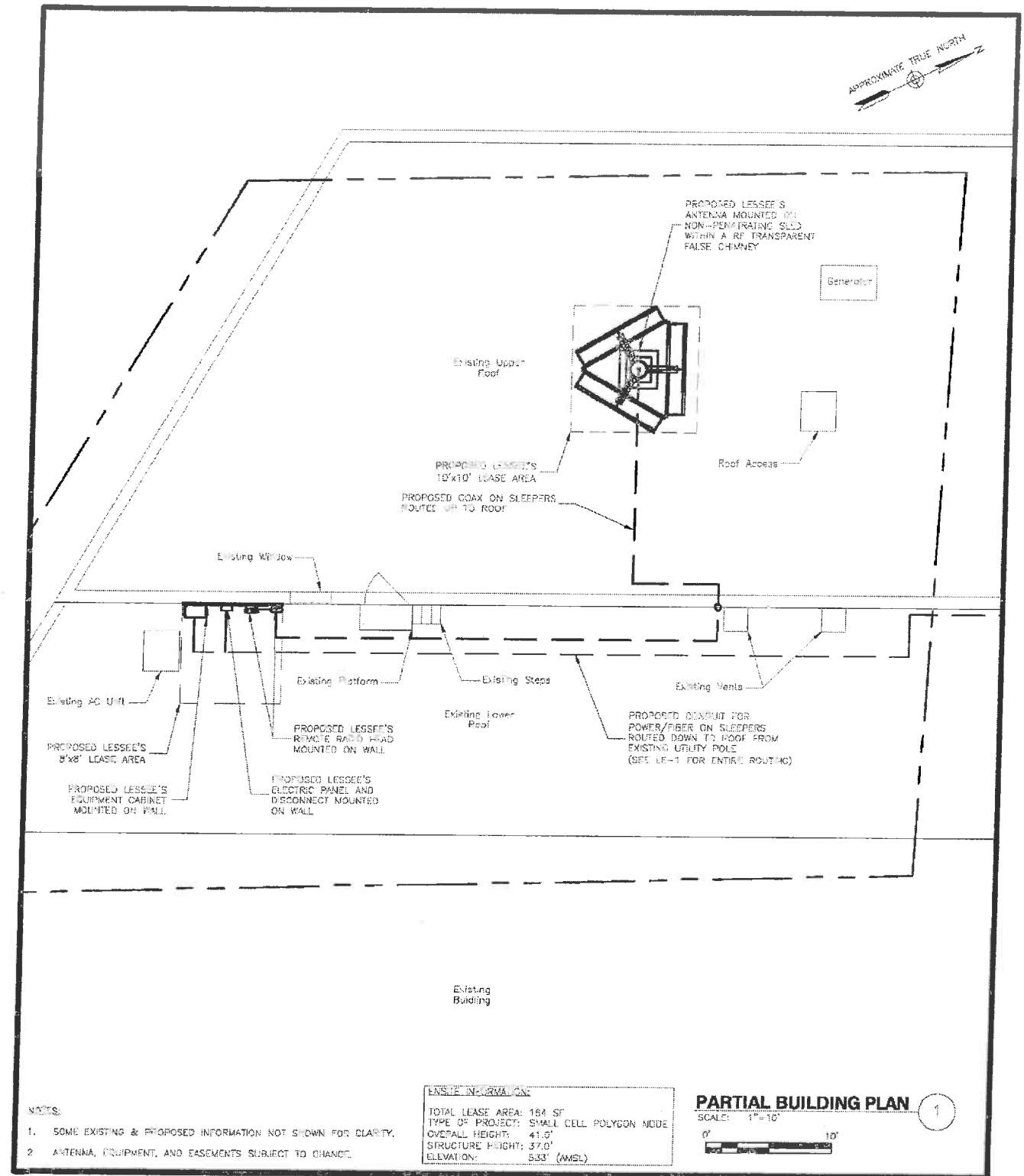
GOOGLE EARTH (NAD 83)
 LAT.: 38° 02' 07.45" N
 LONG.: 78° 30' 02.66" W
 ELEV.: 533' AMSL

PROJECT NO. 50074883

SHEET NO.

LE-1

Figure 3. Site Plan of 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia.



NOTES:

1. SOME EXISTING & PROPOSED INFORMATION NOT SHOWN FOR CLARITY.
2. ANTENNA, EQUIPMENT, AND EASEMENTS SUBJECT TO CHANGE.

ONSITE INFORMATION:

TOTAL LEASE AREA:	164 SF
TYPE OF PROJECT:	SMALL CELL POLYGON NODE
OVERALL HEIGHT:	41.0'
STRUCTURE HEIGHT:	37.0'
ELEVATION:	533' (AMSL)

PARTIAL BUILDING PLAN ①

SCALE: 1"=10'

Dewberry
Dewberry Engineers, Inc.
4906 Lake Brook Drive, Suite 200
Chesapeake, VA 23020
Phone: 804.293.7667
Fax: 804.290.7698
www.dewberry.com

SUBMITTALS		
REV	DATE	BY
A	07/01/15	KKB
B	07/13/15	BAR
C	08/03/16	RJR
FINAL	08/15/16	BAR

PROJECT:
UVA MC N010

ADDRESS:
1521 UNIVERSITY AVE
CHARLOTTESVILLE, VA 22903

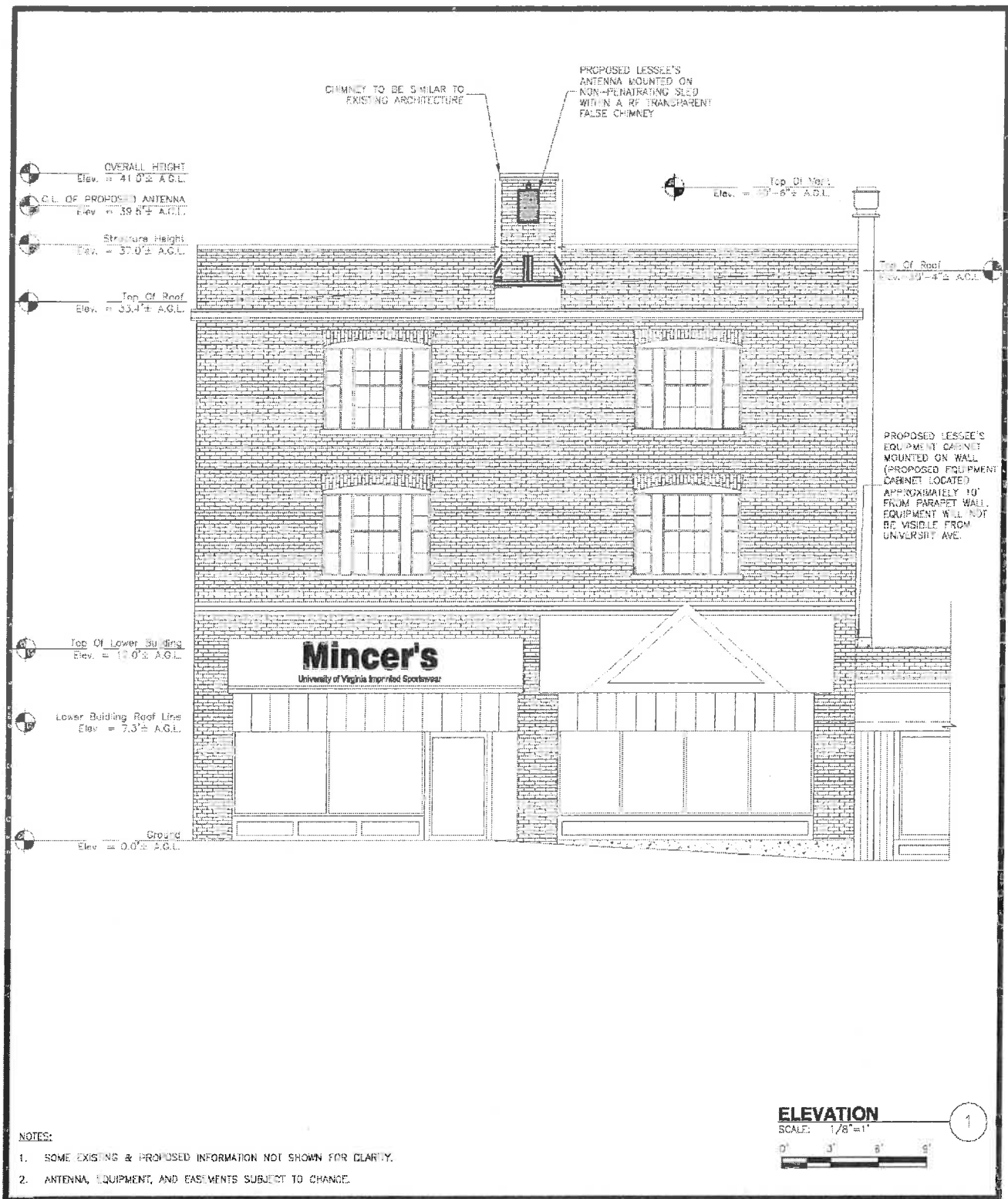
SITE INFORMATION

GOOGLE EARTH
(NAD 83)
LAT.: 38° 02' 07.45" N
LONG.: 78° 30' 02.60" W
ELEV.: 533' AMSL

PROJECT NO. 50074583

SHEET NO.
LE-2

Figure 4. Rooftop Plan of 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia.



<p>Dewberry Dewberry Engineers, Inc. 4806 Lake Brook Drive, Suite 200 Glenn Allen, VA 22080 Phone: 804.250.7967 Fax: 804.250.7968 www.dewberry.com</p>	SUBMITTALS			PROJECT:		SITE INFORMATION		SHEET NO. LE-3
	REV	DATE	BY	UVA MC N010		GOOGLE EARTH (NAD 83)		
	A	07/01/15	KKB	ADDRESS:		LAT.: 38° 02' 07.45" N		
	B	07/13/15	BAR	1521 UNIVERSITY AVE		LONG.: 78° 30' 02.67" W		
	C	08/03/16	RJR	CHARLOTTESVILLE, VA 22903		ELEV.: 533' AMSL		
FINAL	08/15/16	BAR			PROJECT NO. 50074683			

Figure 5. Elevation of 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia.

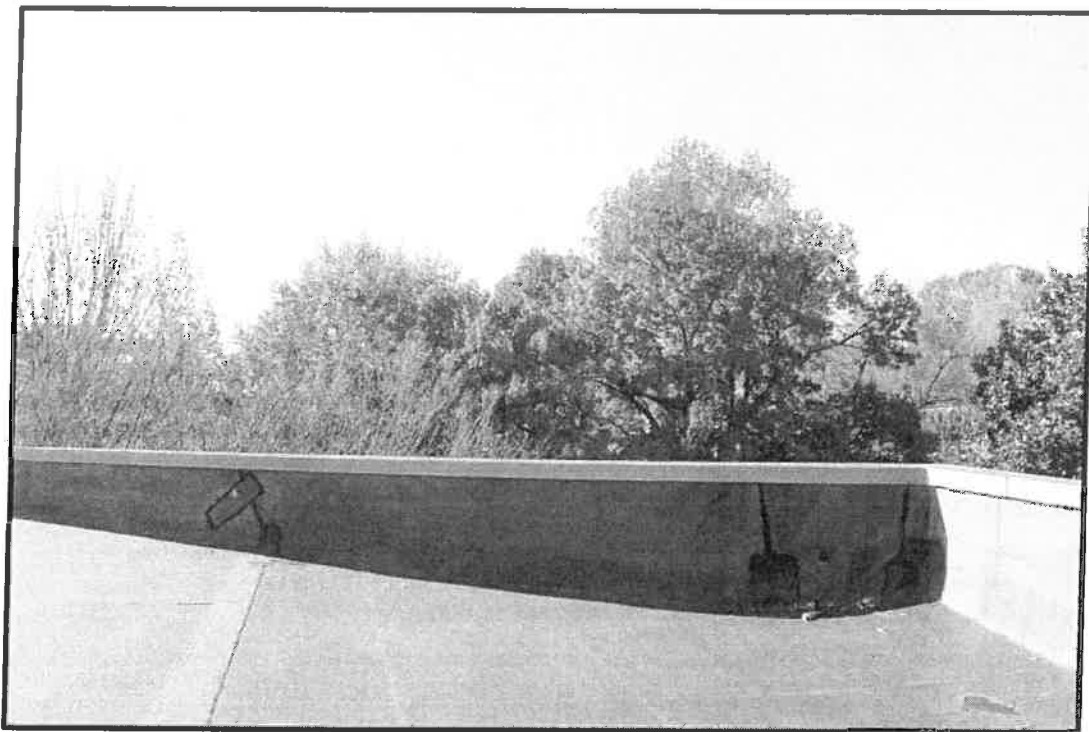


Figure 6. Views from Roof Level of 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia, Looking South.

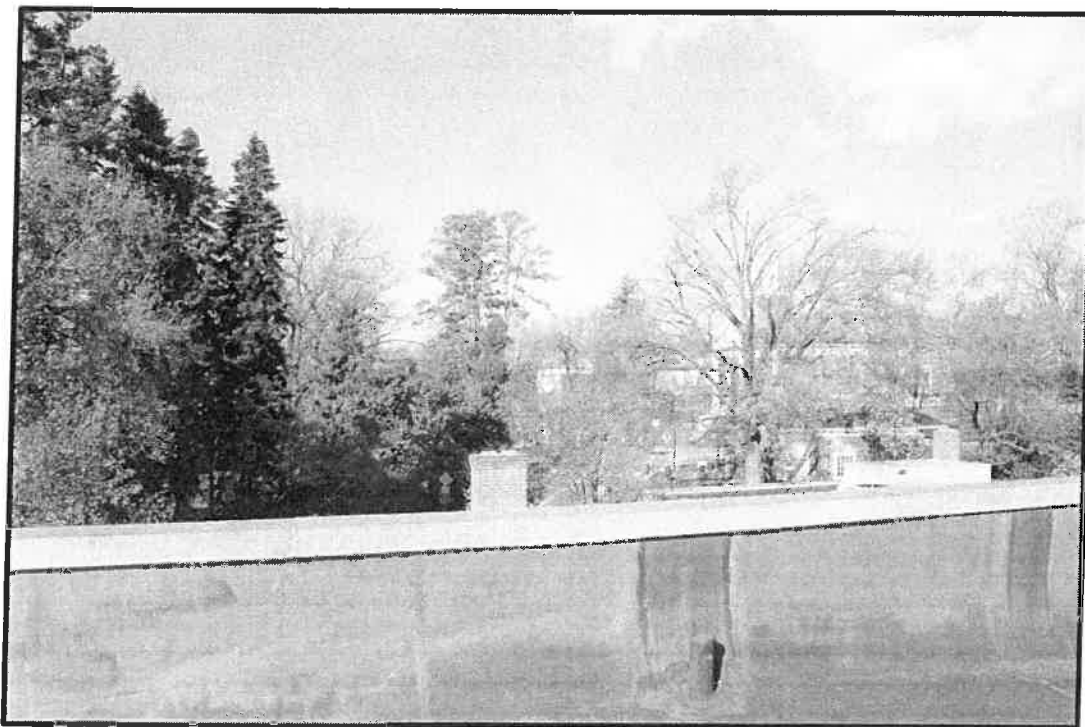


Figure 7. Views from Roof Level 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia, Looking West.

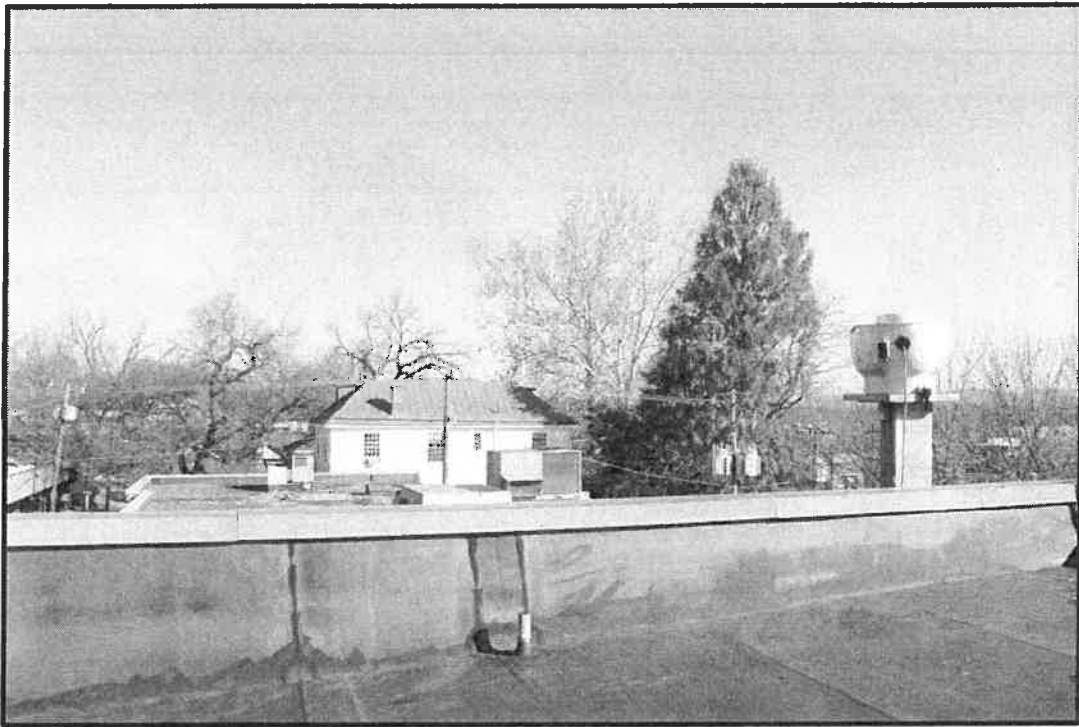


Figure 8. Views from Roof Level 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia, Looking North.

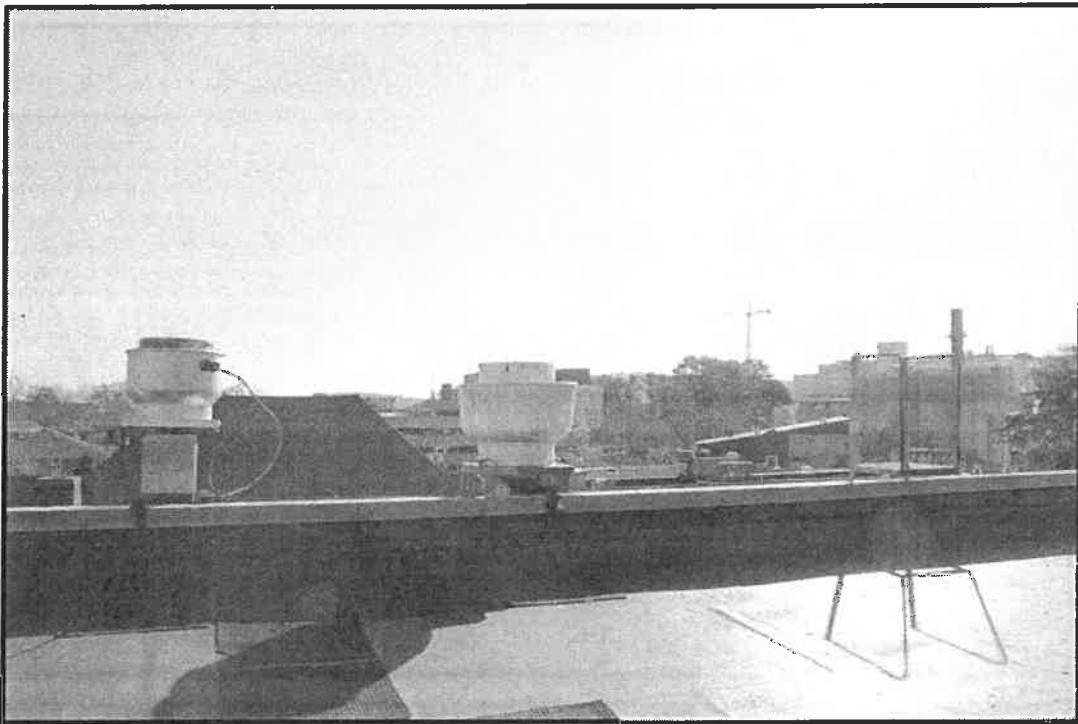


Figure 9. Views from Roof Level 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia, Looking East.

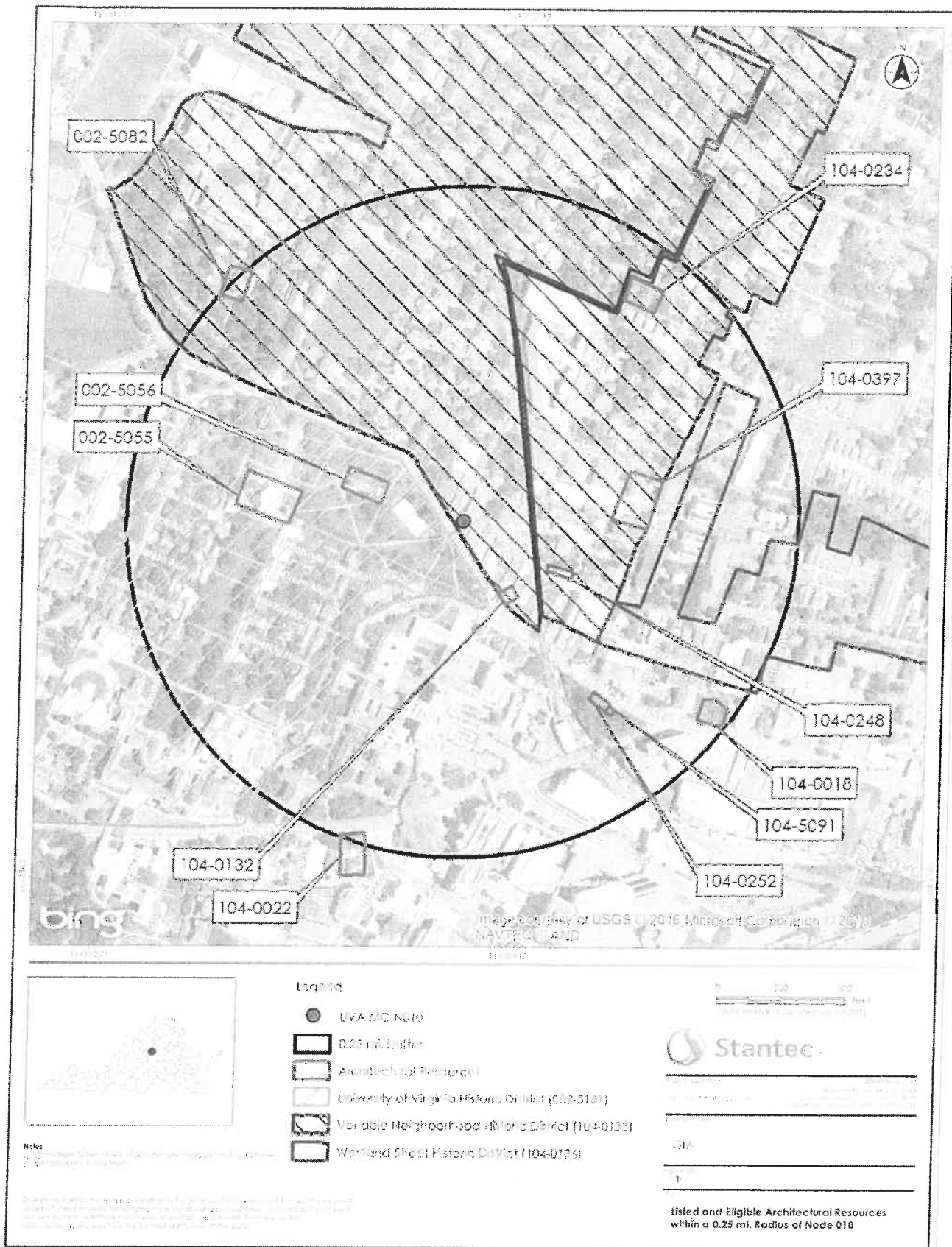


Figure 10. Architectural Resources under Consideration Within a 0.25-Mile Radius of 1521 University Avenue Collocation Site (UVA MC N010), Charlottesville, Virginia.

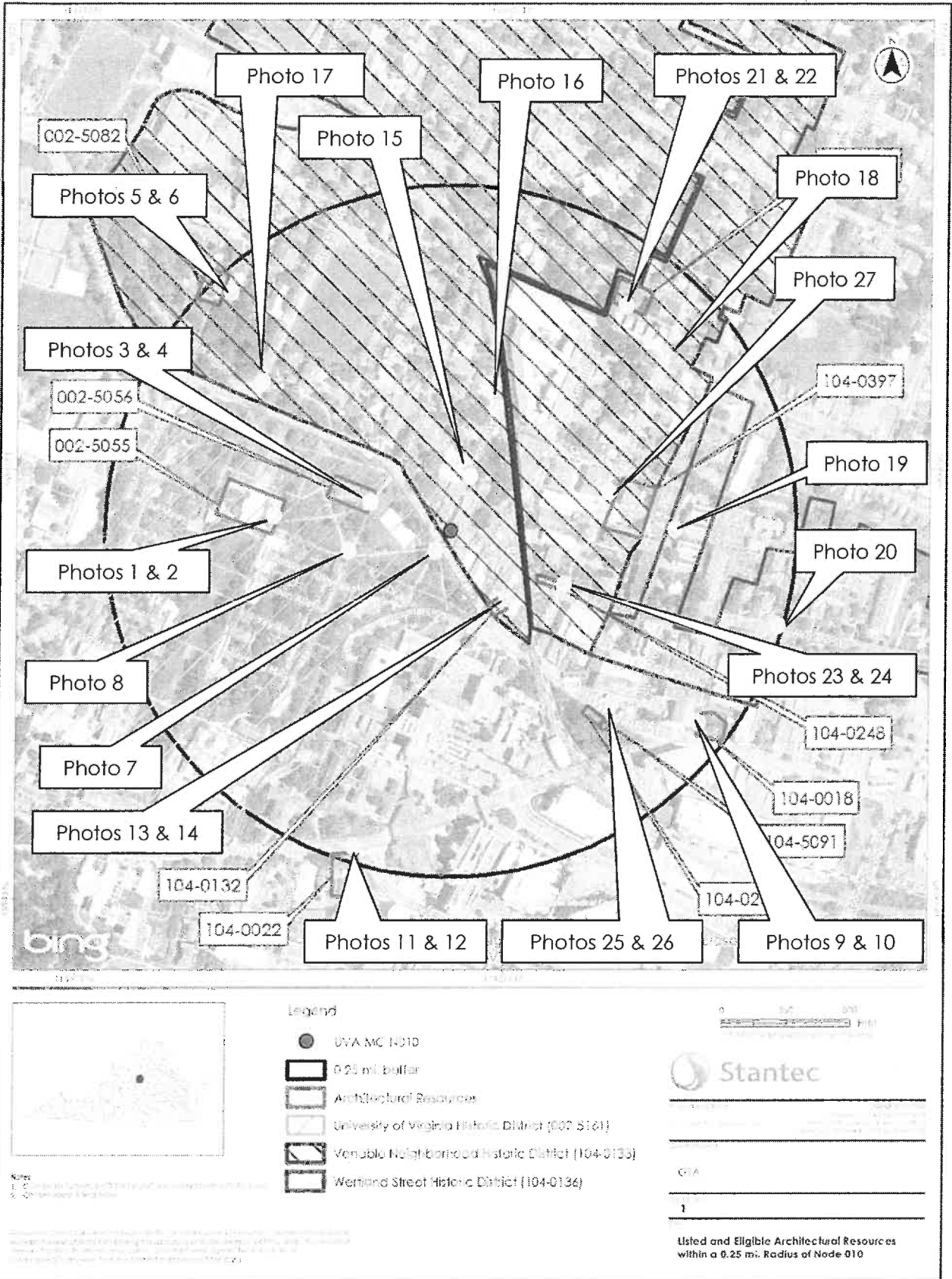


Figure 11. Key to Photographs for UVA MC N010, Charlottesville, Virginia.

VDHR #	Resource	Description	NRHP-Listed	NRHP-Eligible	Effect Assessment	Photo Reference
002-5055	Rotunda, University of Virginia, Main Street	The Rotunda, designed by Thomas Jefferson, at the University of Virginia was built c. 1819 and housed the University's library collection from 1826 to 1938. The building's design was based on Rome's Pantheon. In the 19 th century an addition was constructed onto the building, however, in 1895 the building burned. Restoration efforts were undertaken by McKim, Mead, and White shortly after. The building was again restored in 1976. The Rotunda was listed as a National Historic Landmark (NHL) in 1965 and on the NRHP in 1966. The building is also considered a contributing resource to the NHL/NRHP-listed University of Virginia Historic District.	X (NHL)		No Effect	Photos 1 & 2
002-5056	Lewis Brook Hall of Natural History, University Avenue	The building, constructed in 1876, is a three-story, brick building with stone trim. Designed by John R. Thomas in the Second Empire-style, the building, which was one of the first natural history museum in the US, features interior brick chimneys, raised granite basement, elliptical arched two-over-two wood double-hung sash windows, denticulated cornice, and stone belt course. The building was listed on the NRHP in 1977 for its significance in architecture and education. The building is also a contributing resource to the NHL/NRHP-listed University of Virginia Historic District (VDHR #002-5161)	X		No Adverse Effect	Photos 3 & 4
002-5082	Carr's Hill/President's House, UVA, University Avenue	The house is a two-story, Georgian Revival dwelling constructed c. 1912. The dwelling was designed by the notable New York architectural firm of McKim, Mead, and White and features a hipped roof, monumental front portico with pediment, a porte-cochere off the west gable end of the dwelling, and sidelights and elliptical fan light over the front entry, among other notable architectural features. The resource was listed on the NRHP in 2008 under Criterion A and C for its significance in education and architecture. The dwelling is also considered a contributing resource to the Venable Neighborhood Historic District.	X		No Effect	Photos 5 & 6

VDHR #	Resource	Description	NRHP-Listed	NRHP-Eligible	Effect Assessment	Photo Reference
002-5161	University of Virginia Historic District	Construction of the University began following the laying of the cornerstone in 1817, the General Assembly officially chartered the school in 1819. Thomas Jefferson conceived the idea of the institution, he designed all of the original buildings and supervised their construction, selected the first faculty, drew up the curriculum, and served as the first rector of the Board of Visitors. While the University represents a major achievement in the educational history of the country, its architectural concept and design was revolutionary. There are 109 contributing resources.	X (NHL)		No Adverse Effect	Photos 7 & 8
104-0018	Dinsmore House/Heiskell-McKennie House, 1211 West Main Street	The house, constructed c. 1826, is a two-and-a-half-story Federal style dwelling which features brick exterior walls laid in a Flemish bond pattern, four bays across the front façade, a entry portico with heavy wood Tuscan-style columns with pediment, sidelights, and elliptical fan light. The annex constructed onto the in the mid-19 th century, is a two-story, brick dwelling with three-bays and center entry with pedimented hood supported by ornate brackets. The resource was determined eligible for listing on the NRHP in 2009 for its architectural significance.		X	No Effect	Photos 9 & 10
104-0022	Barringer Mansion, 1404 Jefferson Park Avenue	The Barringer Mansion, constructed c. 1894, was built for Dr. Paul Brandon Barringer. At the time of the dwelling's construction Dr. Barringer was part of the faculty of the University of Virginia's Medical School. The dwelling was designed in the Queen Anne style and features brick exterior walls, corner turret with garland frieze, a large Jacobean-style brick chimney, and porte-cochere, which connects to the front porch. The resource was listed on the NRHP in 1982 for its significance in architecture, education, and science. The resource, according to the V-CRIS form, is associated with the NRHP-listed Charlottesville, Virginia Multiple Resource Area.	X		No Effect	Photos 11 & 12
104-0075	Charlottesville, Virginia Multiple Resource Area	The multiple resource area comprises approximately 10.4 square miles within the City of Charlottesville and includes a cross section of the City's historic time periods beginning in the 1760s. The resource area was listed in 1981 for its significance in architecture, commerce, industry, religion and transportation. The district comprises 83 structures throughout the city and two districts. The Multiple Resource Area is not mapped in VCRIS.	X		No Adverse Effect	See Photos 11-14 & 21-24

VDHR #	Resource	Description	NRHP-Listed	NRHP-Eligible	Effect Assessment	Photo Reference
104-0132	Anderson Brothers Bookstore, 1417 University Avenue	The Anderson Brothers Bookstore building, constructed c. 1848, is one of the largest surviving metal façade buildings in Charlottesville. The building is three stories with seven bays with brick exterior walls in a six-course American bond pattern. The building also features a plain frieze, projecting cornice with ornate modillions and stylized floral bands. Pilasters with tall plinths and Corinthian capitals adorn the second and third floors. The building was listed on the NRHP in 1982 as part of the NRHP-listed Charlottesville, Virginia Multiple Resource Area.	X		No Adverse Effect	Photos 13 & 14
104-0133	Venable Neighborhood Historic District/Rugby Road – University Corner Historic District	The Venable Neighborhood Historic District comprises approximately 84 acres north of the University of Virginia. The buildings within the district include mainly residential, commercial, and institutional buildings associated with the university prior to WWII. Most were constructed between 1890 and 1930 during the University's rapid expansion. The district was listed on the NHRP in 1984 for its significance in architecture, education, and commerce with a period of significance from 1890 to 1940.	X		No Adverse Effect	Photos 15-18
104-0136	Wertland Street Historic District	The Wertland Street Historic District comprises approximately 47 acres of a residential area to the northeast of the University of Virginia. Architectural styles include mainly turn of the twentieth century Queen Anne and Colonial Revival frame and brick dwellings. The oldest house located within the district is the 1830 Wertebaker House. Wertebaker was appointed librarian to the University of Virginia by Thomas Jefferson. The district was listed on the NRHP in 1985 for its significance in education and architecture.	X		No Effect	Photos 19 & 20
104-0234	Turner-LaRowe House, 1 University Court	The Turner-LaRowe House was constructed on a five-acre parcel allotted to Mary Turner as her widow's dower in 1890. The house, built in 1892, the dwelling features brick exterior walls, a hipped roof clad in standing seam metal, a projecting two-story bay window on the front façade, and a full-width, five-bay front porch with hipped roof and Tuscan-style wood columns. The house was converted into sorority housing in 1983. The house was listed on the NRHP in 1983 as part of the NRHP-listed Charlottesville, Virginia Multiple Resource Area.	X		No Effect	Photos 21 & 22

VDHR #	Resource	Description	NRHP-Listed	NRHP-Eligible	Effect Assessment	Photo Reference
104-0248	King-Runkle House	The King-Runkle House, constructed c. 1891, is a two-story, Victorian (Queen Anne) style dwelling set on a narrow lot. The exterior walls are clad in weatherboards with decorative wood shingles in the gable ends. A one-story shed-roofed entry porch, located on the southwest side of the building features a turned wood post, ornate brackets, and spindlework. Other features include Queen Anne-style windows with square stained glass lights, a projecting shed-roofed window and decorative scroll work in the front roof gable. The house was listed on the NRHP in 1983 as part of the NRHP-listed Charlottesville, Virginia Multiple Resource Area.	X		No Effect	Photos 23 & 24
104-0252	George Rogers Clark Statue, University Avenue	The statue, erected in 1921, was designed by the Gorham Company of New York. The bronze statue with granite base depicts Clark, of Lewis and Clark fame, on a horse with three members of his expedition party behind and three Native Americans in front. One of the Native Americans, a chief. The statue was listed on the NRHP in 1997 under Criterion C for its significance in art.	X		No Effect	Photos 25 & 26
104-0397	McConnell-Neve House, 228 Fourteenth Street	Demolished	X		N/A	Photo 27
104-5091	Four Monumental Figurative Outdoor Sculptures, Main Street	The four sculptures were donated by Paul Goodloe McIntire c. 1919 and include the NRHP-listed statue of George Rogers Clark (VDHR #104-0252), the Meriwether Lewis and William Clark Sculpture (VDHR #104-0273), the Thomas Jonathan Jackson Sculpture (VDHR #104-0251), and the Robert Edward Lee Sculpture (VDHR #104-0264). The National Park Service accepted the nomination for this resource in 1997; however, the resource has not been officially listed.		X	No Effect	Photos 25 & 26

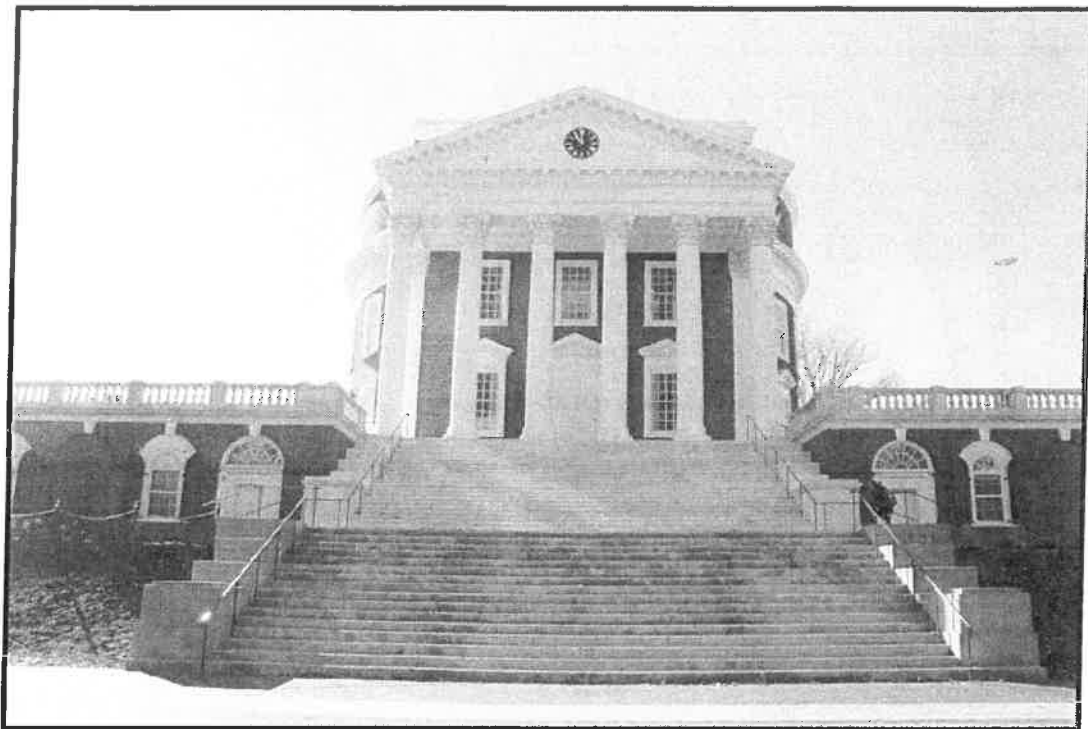


Photo 1. View of Rotunda (VDHR #002-5055), Looking Southwest.



Photo 2. View to Proposed Small Cell Antenna Site from the Rotunda (VDHR #002-5055), Looking East (Not Visible).



Photo 3. View of Lewis Brook Hall of Natural History (VDHR #002-5056), Looking West.

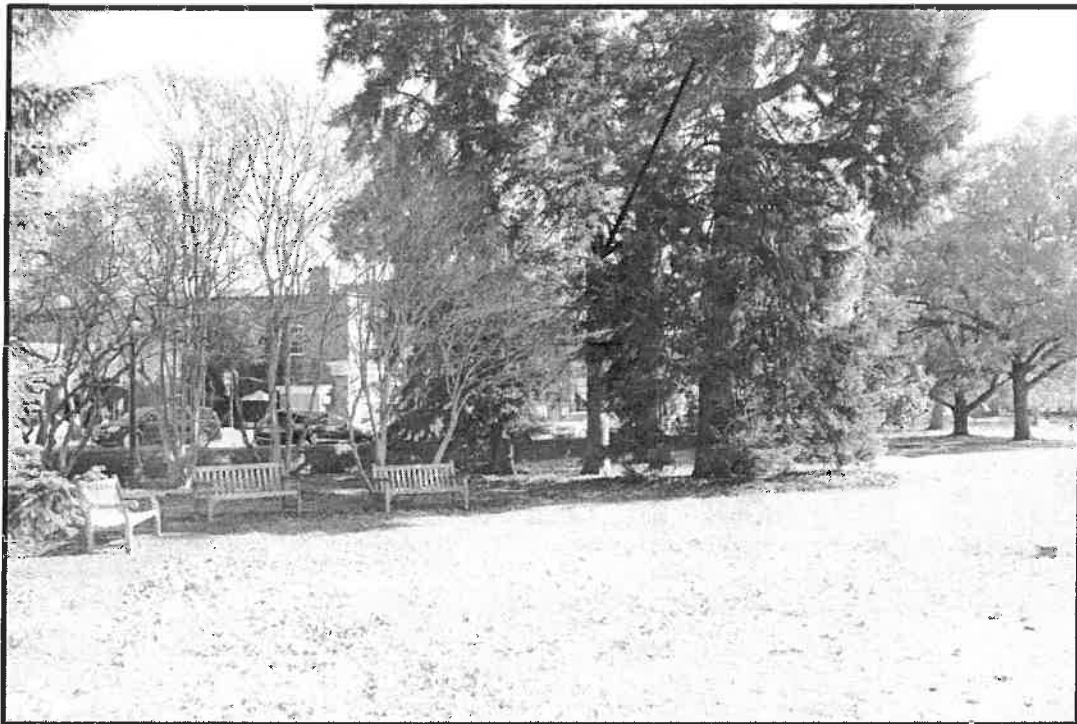


Photo 4. View to Proposed Small Cell Antenna Site from Lewis Brook Hall of Natural History (VDHR #002-5056), Looking East (Visible).

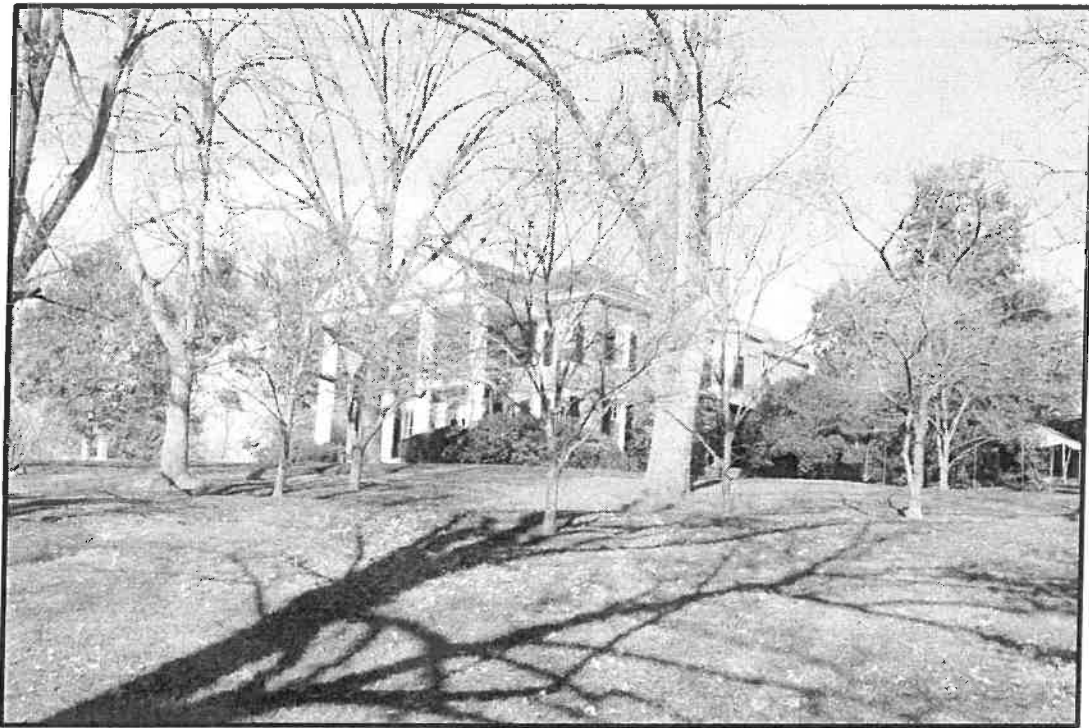


Photo 5. View of Carr's Hill/President's House (VDHR #002-5082), Looking Northwest.



Photo 6. View to Proposed Small Cell Antenna Site from Carr's Hill/President's House (VDHR #002-5082), Looking Southeast (Not Visible).

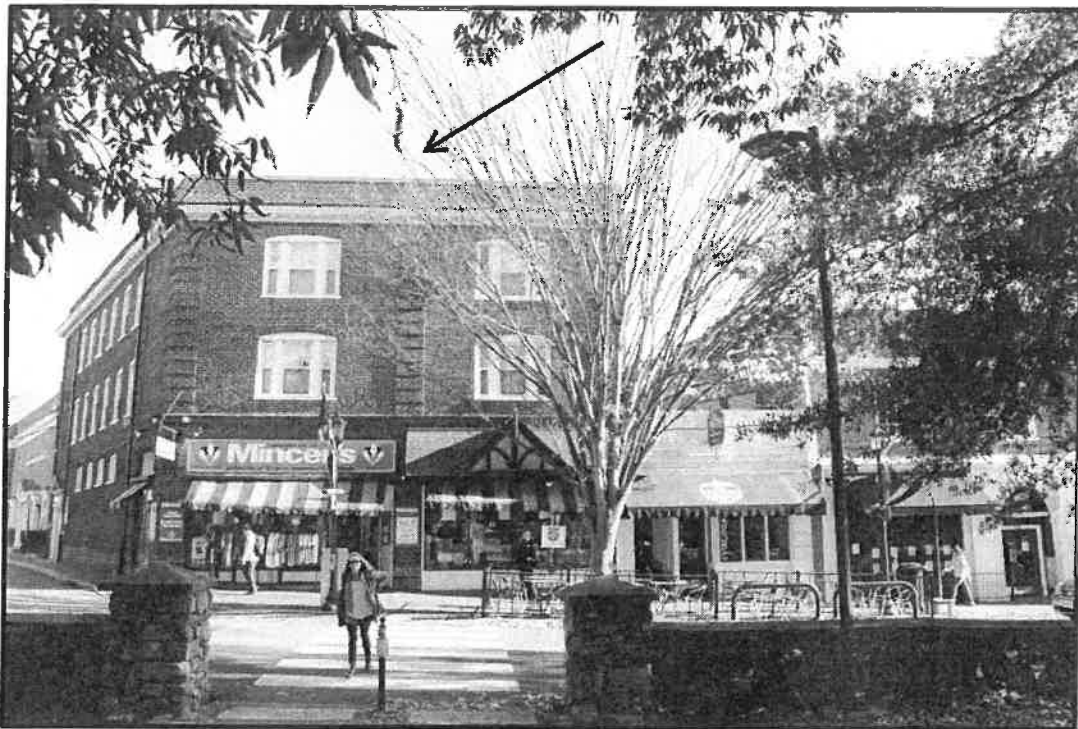


Photo 7. View to Proposed Small Cell Antenna Site from the University of Virginia Historic District (VDHR #002-5161), Looking Northeast (Visible).

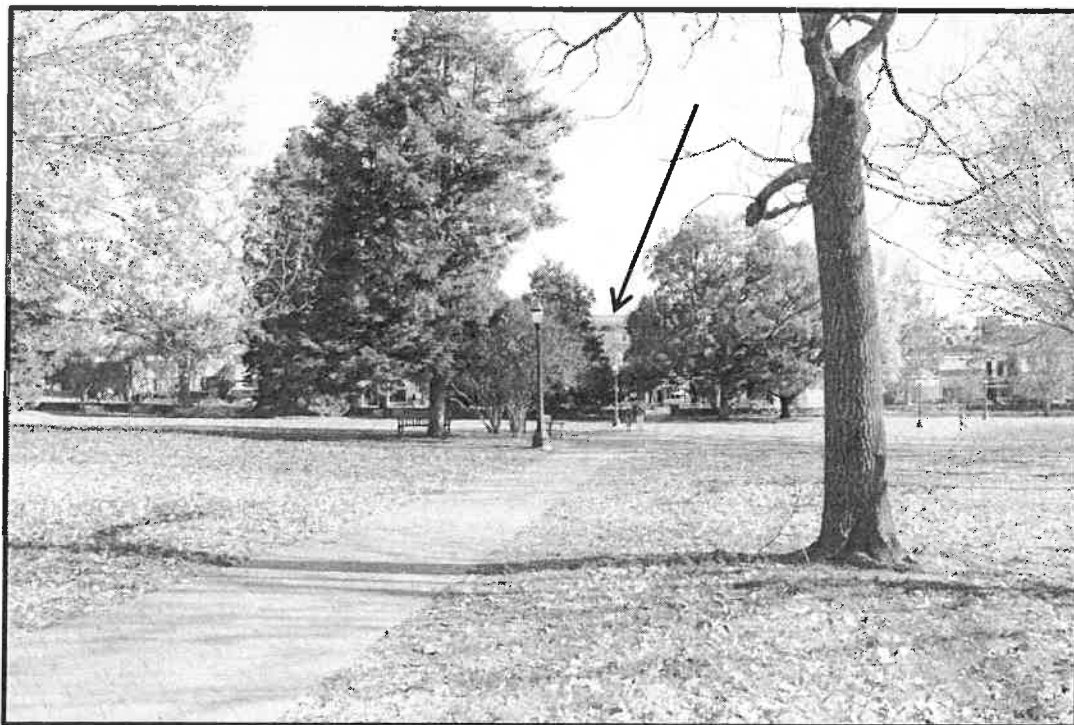


Photo 8. View to Proposed Small Cell Antenna Site from the University of Virginia Historic District (VDHR #002-5161), Looking Northeast (Visible).

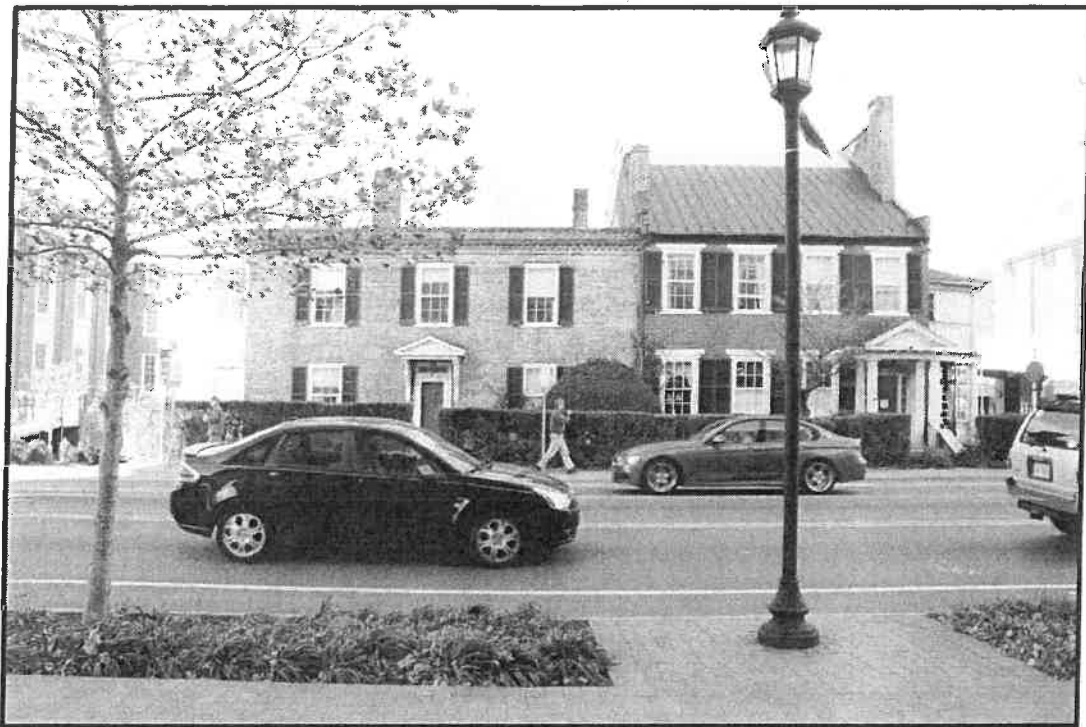


Photo 9. View of Dinsmore House/Heiskell-McKennie House (VDHR #104-0018), Looking Northeast.



Photo 10. View to Proposed Small Cell Antenna Site from the Dinsmore House/Heiskell-McKennie House (VDHR #104-0018), Looking Northwest (Not Visible).

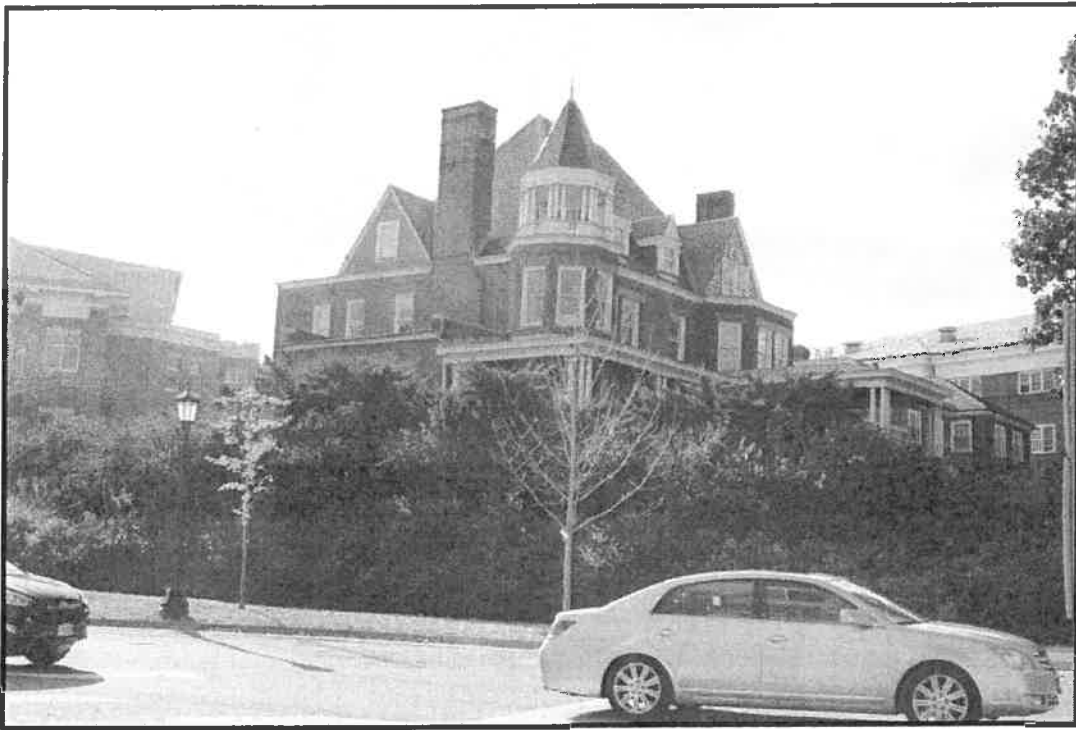


Photo 11. View of Barringer Mansion (VDHR #104-0022), Looking Southwest.

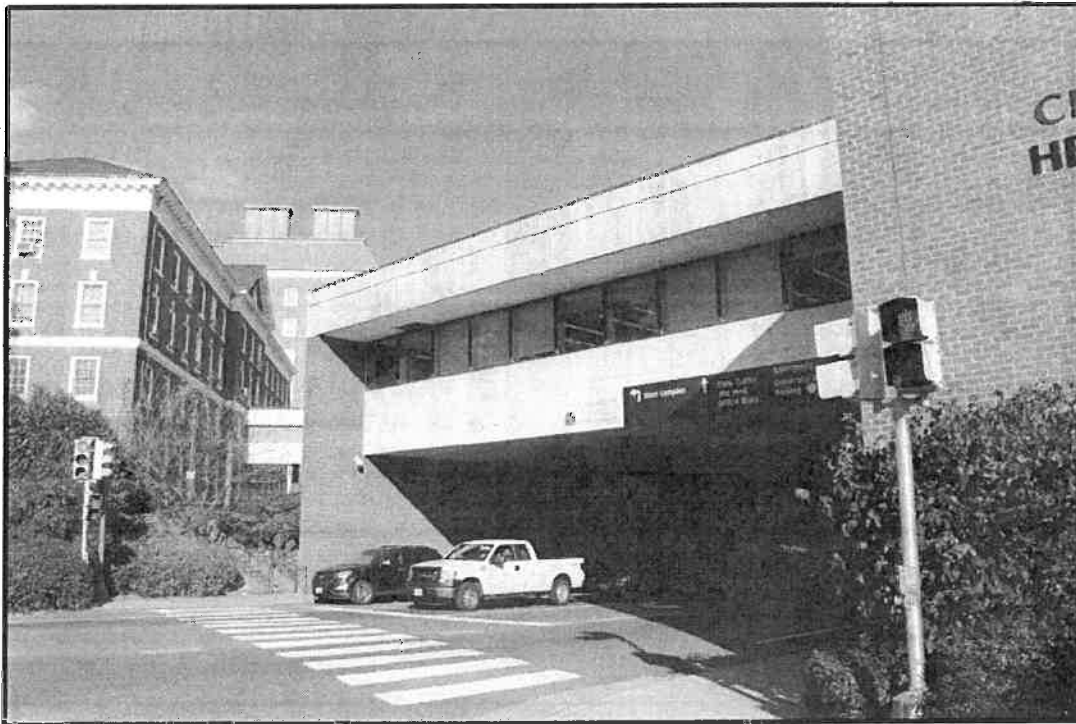


Photo 12. View to Proposed Small Cell Antenna Site from the Barringer Mansion (VDHR #104-0022), Looking Northeast (Not Visible).

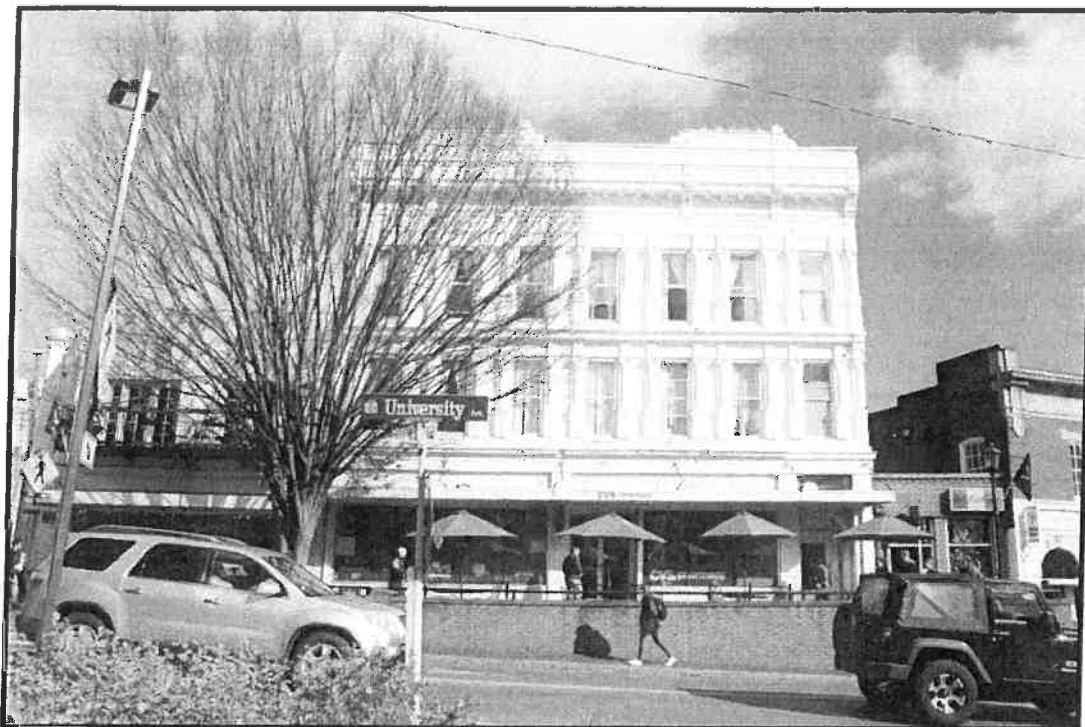


Photo 13. View of Anderson Brothers Bookstore (VDHR #104-0132), Looking Northeast.

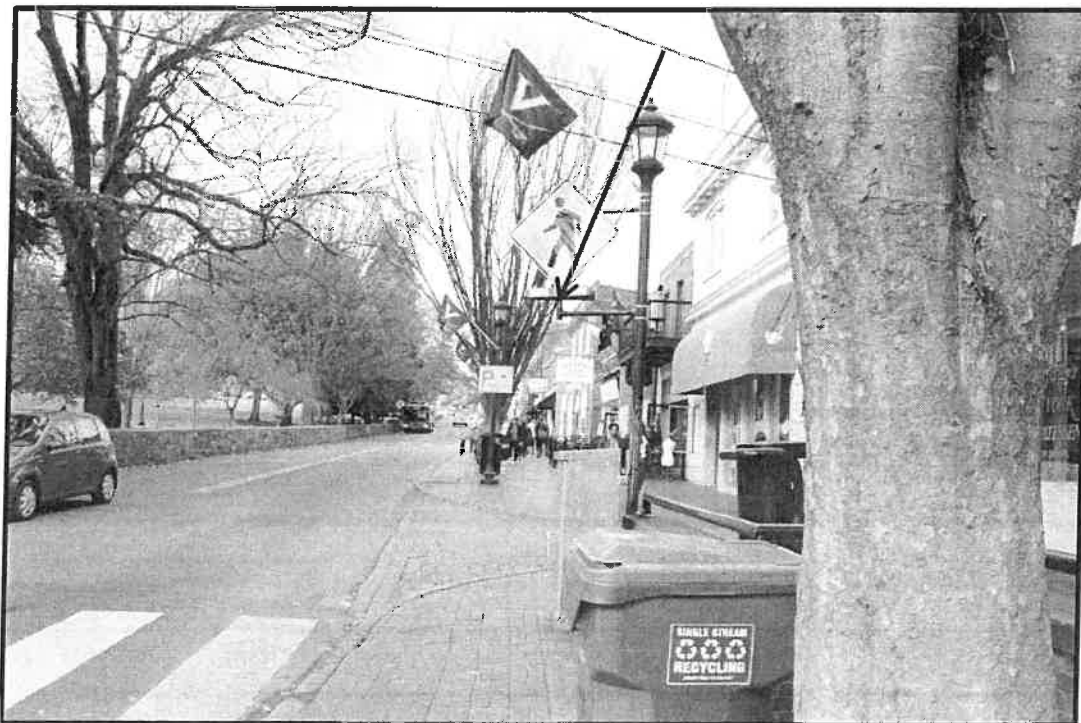


Photo 14. View to Proposed Small Cell Antenna Site from the Anderson Brothers Bookstore (VDHR #104-0132), Looking Northwest (Visible).

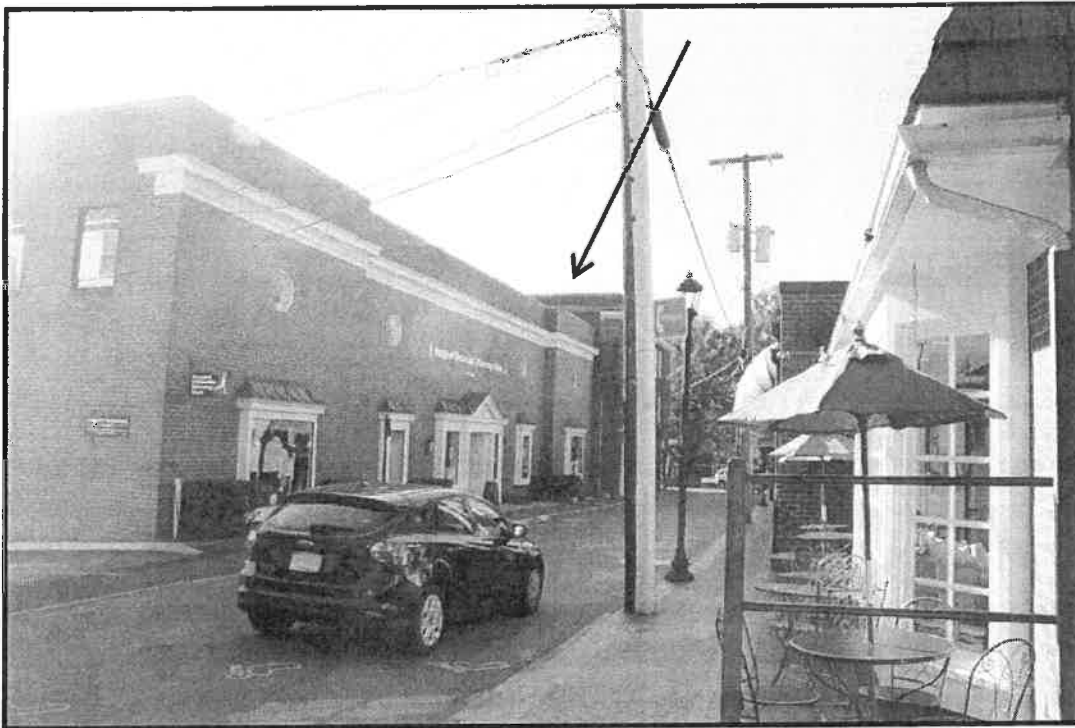


Photo 15. View to Proposed Small Cell Antenna Site from the Venable Neighborhood Historic District (VDHR #104-0133) from Elliwood Avenue, Looking Northeast (Visible).



Photo 16. View to Proposed Small Cell Antenna Site from the Venable Neighborhood Historic District (VDHR #104-0133) from Elliwood Avenue, Looking Southwest (Not Visible).



Photo 17. View to Proposed Small Cell Antenna Site from the Venable Neighborhood Historic District (VDHR #104-0133) from the Intersection of Rugby Road and Carr's Hill Road, Looking Northeast (Not Visible).

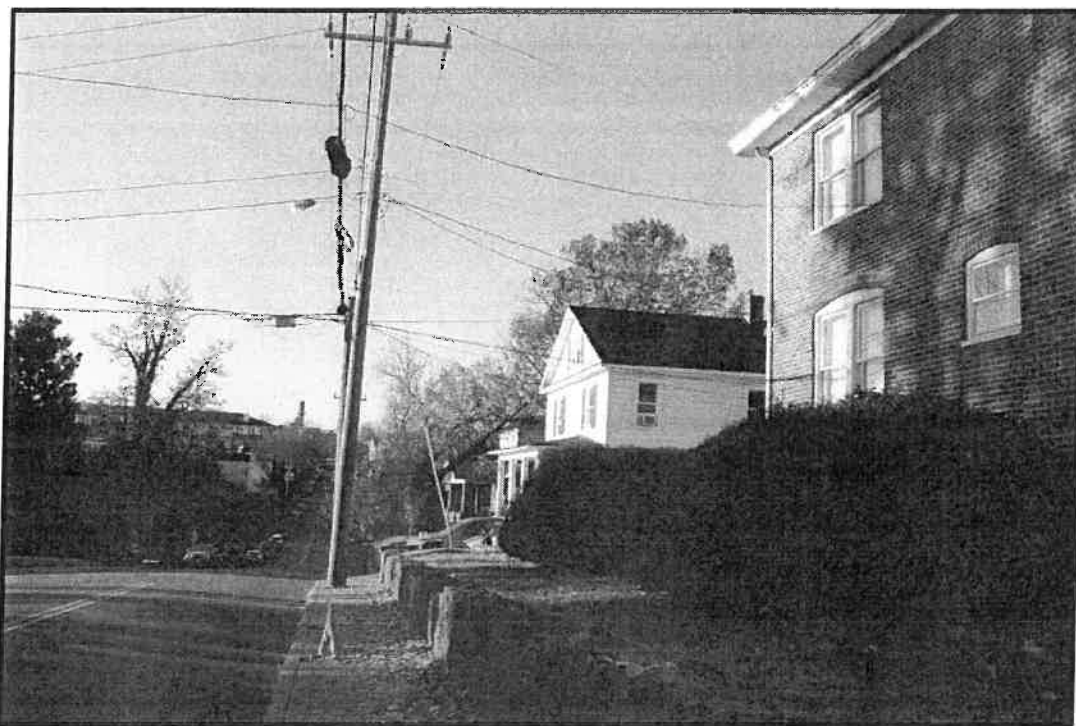


Photo 18. View to Proposed Small Cell Antenna Site from the Venable Neighborhood Historic District (VDHR #104-0133) along 14th Street NW North of John Street, Looking Southwest (Not Visible).



Photo 19. View to Proposed Small Cell Antenna Site from the Werland Street Historic District (VDHR #104-0136) within Apartment Complex off Werland Street, Looking Southwest (Not Visible).

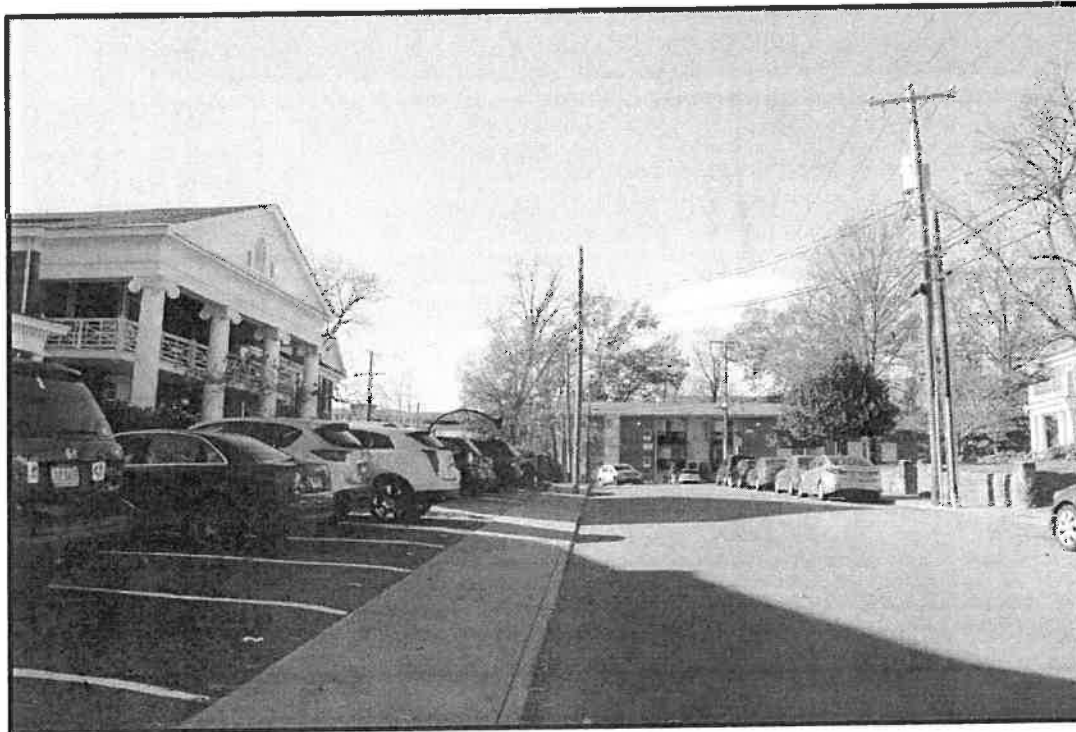


Photo 20. View to Proposed Small Cell Antenna Site from the Werland Street Historic District (VDHR #104-0136) from Intersection of Werland Street and 12th Street NW, Looking West (Not Visible).



Photo 21. View of Turner-LaRowe House (VDHR #104-0234), Looking East.

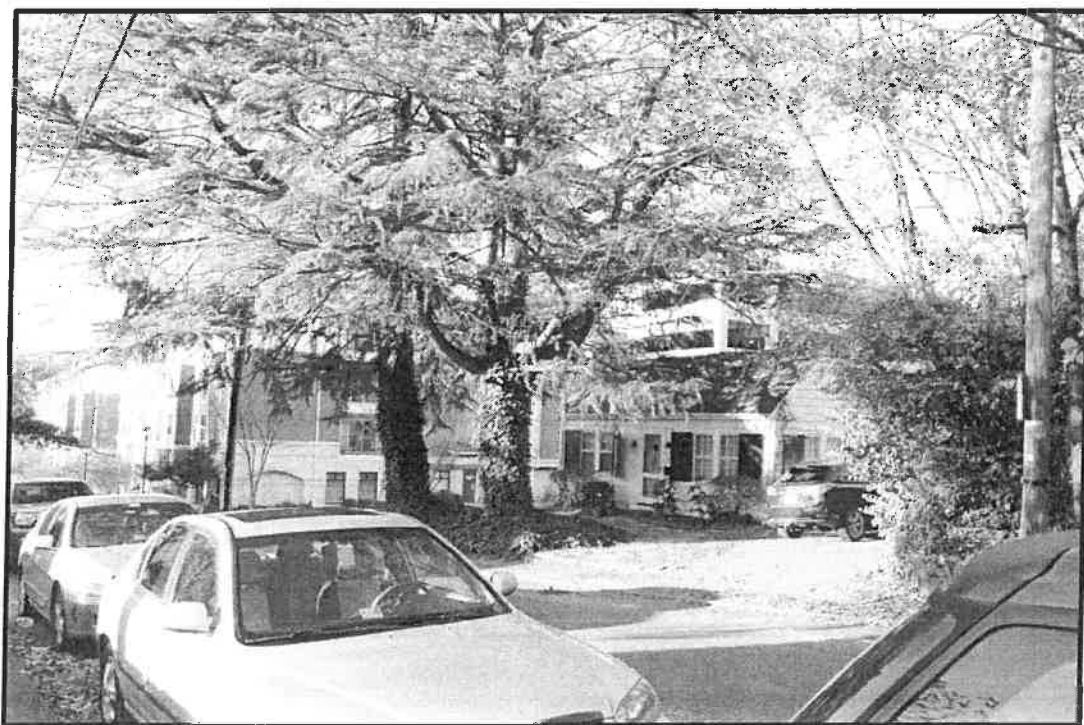


Photo 22. View to Proposed Small Cell Antenna Site from Turner-LaRowe House (VDHR #104-0234), Looking Southwest (Not Visible).



Photo 23. View of King-Runkle House (VDHR #104-0248), Looking West.

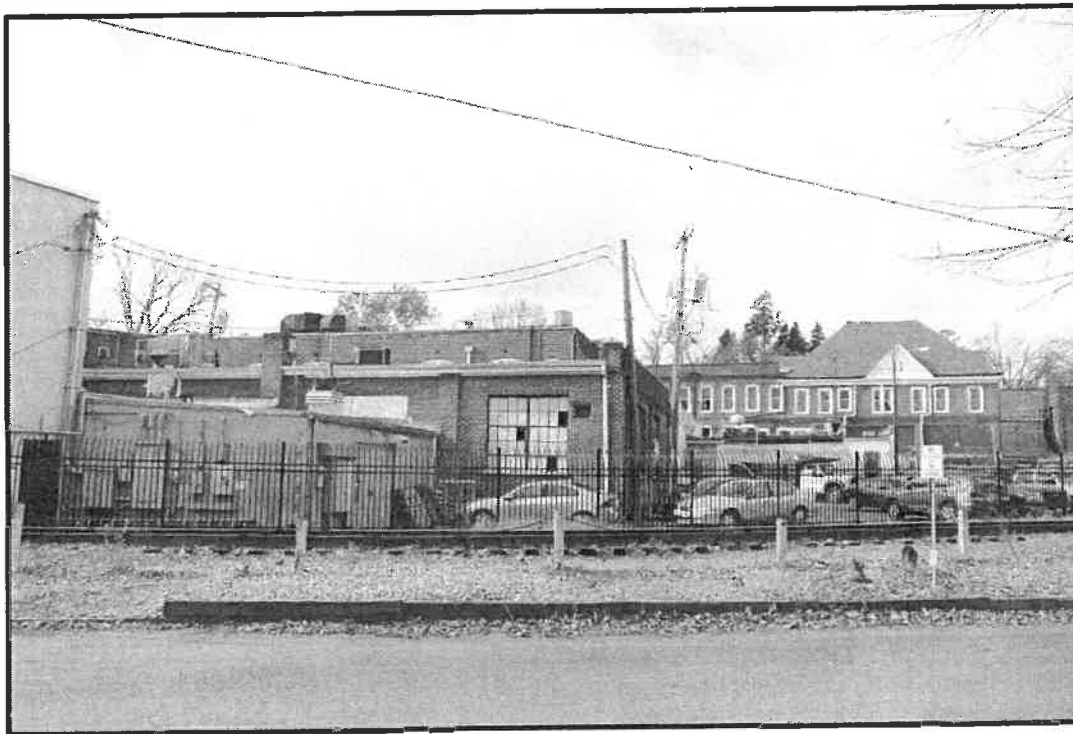


Photo 24. View to Proposed Small Cell Antenna Site from the King-Runkle House (VDHR #104-0248), Looking Northwest (Not Visible).

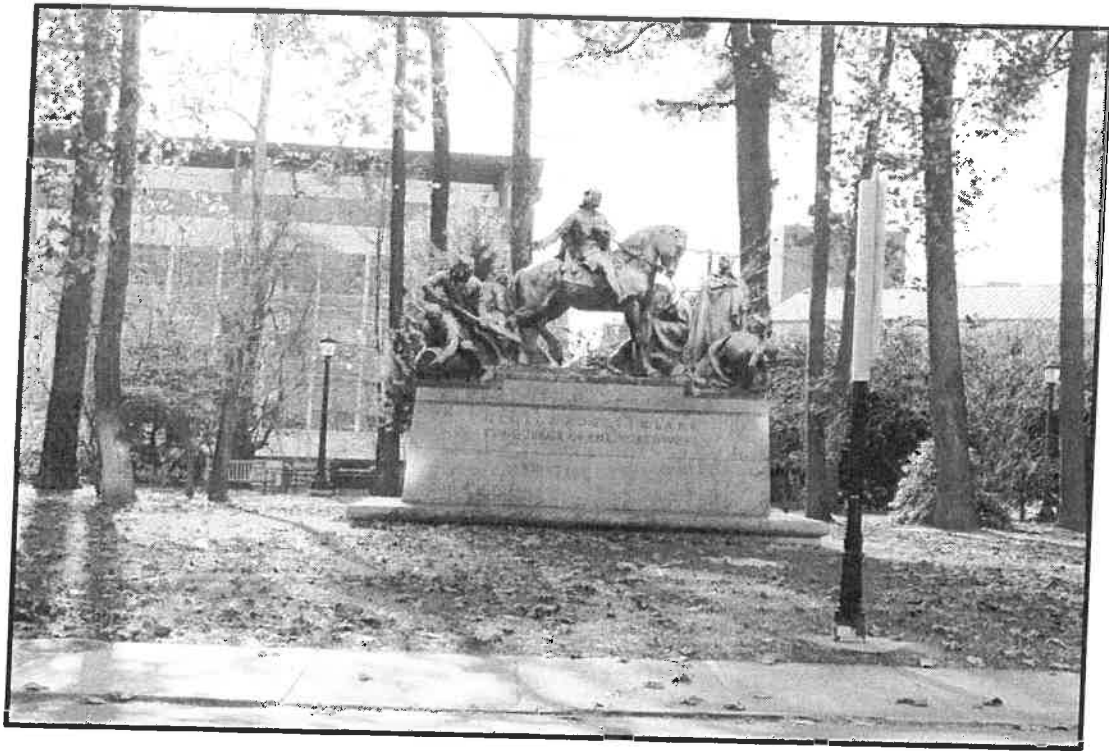


Photo 25. View of George Rogers Clark Statue (VDHR #104-0252 and #104-5091), Looking Southwest.

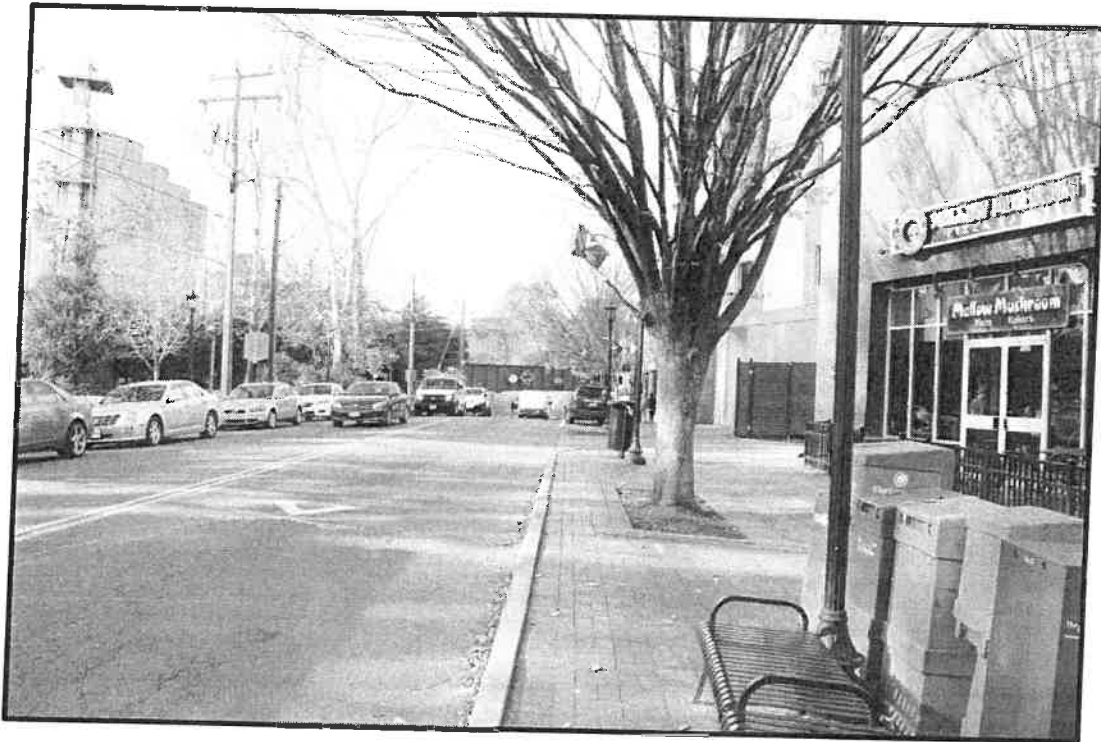


Photo 26. View to Proposed Small Cell Antenna Site from the George Rogers Clark Statue (VDHR #104-0252 and #104-5091), Looking Northwest (Not Visible).



Photo 27. View of Modern Apartment Building, Former Location of McConnell-Neve House (VDHR #104-0397), Looking Southeast (Resource as Plotted in VCRIS Appears to have been Demolished).