



**SOUTH HILL TOWN COUNCIL  
REGULAR MEETING MINUTES  
MONDAY, MAY 13, 2024, 7:00 P.M.**

The regular monthly meeting of the South Hill Town Council was held on Monday, May 13, 2024 at 7:00 p.m. in the Council Chambers of the South Hill Town Hall located at 211 S. Mecklenburg Avenue, South Hill, Virginia 23970. The meeting was also available livestream via YouTube at <https://www.youtube.com/@southhillva/live>. Town Clerk Anna Cratch took minutes of the meeting.

**I. OPENING**

As the prior special meeting exceeded the expected timeframe, the Honorable Mayor Dean Marion called the regular meeting to order at 7:06 p.m. Mayor Marion called upon Town Clerk Anna Cratch to call the roll, which was as follows:

**A. Council Members**

Lillie Feggins-Boone  
Dr. Lisa Jordan  
Michael Smith

Ashley C. Hardee  
Delores Luster  
Joseph E. Taylor, Jr.

Gavin Honeycutt  
Mike Moody

**B. Staff in Attendance**

Keli Reekes, Town Manager  
Anna B. Cratch, Town Clerk  
Greg Geist, Deputy Police Chief  
Kristine Martin, HR Manager

Krystle Connell, Dir. of Fin. and Admin.  
C.J. Dean, Dir. of Municipal Services  
David Hash, Code Compliance Official  
Brent Morris, Business Dev. Manager

**II. APPROVAL OF AGENDA**

A motion was made by Councilor Honeycutt, second by Councilor Moody, to approve the agenda for May 13, 2024. The motion carried unanimously.

**III. PROCLAMATION FOR MAY 12 – 18 AS POLICE WEEK**

Mayor Marion read the proclamation as attached designating May 12 – 18, 2024 as Police Week and saluting the service of law enforcement officers in our community and across the nation. Mayor Marion recognized Deputy Police Chief Greg Geist and his staff.

**IV. CITIZENS TO ADDRESS COUNCIL**

At this point in the meeting, the following citizen(s) addressed Council:

- Wade Crowder – appreciation to Police, Fire, Rescue, and Town Staff; election documents; and blackout of Lees Court

**V. PUBLIC HEARINGS**

**A. Proposed FY24-25 Budget, Rates, and Fees – Keli Reekes**

Keli Reekes shared a PowerPoint presentation explaining the major highlights of the proposed FY24-25 budget. The proposed budget expenditure and revenue projections are as follows: General Fund - \$16,443,08; Water and Sewer Fund - \$13,618,226; Cemetery Fund - \$4,000; and Housing Rehabilitation Project - \$919,050 (total Town Budget \$30,984,359). Major projects include several water/sewer infrastructure projects, renovation of the new police department building, and new playground equipment at Centennial Park. The Town is facing a health insurance cost increase. No tax rate or license/permit fee increases are proposed. A decrease of the Real Estate Tax from \$ .34 to \$ .31 was proposed.

Councilor Smith stated that as elected officials, they are entrusted with the tax dollars that belong to the people of South Hill. He went on to say that many times people forget that this money does not grow on trees. It comes from the people and belongs to the people. Stating “After careful research and evaluation”, **a motion was made by Councilor Smith, second by Councilor Jordan**, to remove the Business Development Manager administrative position from the 2024/2025 budget and to move those funds back to the general fund balance. This motion would end the Business Development Manager position effective immediately and no new positions could be created during the remainder of this budget cycle. The remaining balance for the position for this current budget cycle will be moved to the general fund balance. He further commented that any projects that are going on will not be affected nor will future growth, and that this motion is about reorganization so we are good stewards of the tax dollars we are entrusted with.

Much discussion ensued. Councilor Honeycutt commented this position has been greatly needed for the community to move forward in a positive direction and there have been many accolades for the Business Development Manager. Mayor Marion suggested a break to call counsel for clarity before moving forward. Councilor Honeycutt recommended the matter then be discussed in Closed Session under Personnel, but Councilor Smith stated it was not a personnel matter; it is a budget line item. Councilor Moody asked for a point of interruption calling for more information before voting. Discussion continued with Councilor Honeycutt requesting clarification from legal counsel. Clarifying questions from Councilor Moody, Councilor Taylor stated he is not asking to eliminate the entire budget for the department; he is asking to eliminate the Business Development Manager position including salary and vehicle allowance. Several Council members inquired why this matter wasn’t brought up in budget sessions. Councilor Moody commented the matter should have been previously discussed with the Town Manager prior to bringing it up at the last minute. When questioned, Keli Reekes responded she absolutely did not wish to do away with the position and it would be a detriment to do so. As Councilor Smith would not consider a request made by Councilor Moody to table the motion to allow the Town Manager to look further into the situation and come back with a recommendation, Councilor Honeycutt called for the vote with Councilor Moody seconding. Mrs. Reekes notified Council she received a text from legal counsel that the position cannot be defunded in the current budget. Councilor Taylor responded that it could and to call him on it. When called, the Town Attorney said that Council could vote to amend the budget but the Town Manager is responsible for the hiring and firing of employees, so counsel was not sure that the motion was legal. The motion passed 4 to 3 with 1 abstain via **roll-call vote** as follows:

Councilor Feggins-Boone-Abstain	Councilor Hardee-No
Councilor Honeycutt-No	Councilor Jordan-Aye
Councilor Luster-Aye	Councilor Moody-No
Councilor Smith-Aye	Councilor Taylor-Aye.

Mrs. Reekes opened the Public Hearing for comments regarding the proposed FY24-25 budget for the Town of South Hill.

- Wade Crowder wanted to make sure the Town employees are going to get their raise.

Mrs. Reekes closed the Public Hearing. **A motion was made by Councilor Moody, second by Councilor Luster**, to place the proposed budget for FY24-25 on the agenda for adoption and appropriation at the regularly scheduled Town Council meeting to be held on June 11, 2024 at 7:00 p.m. at the South Hill Town Hall. The motion passed via **roll-call vote** as follows:

Councilor Feggins-Boone-Aye	Councilor Hardee-Aye
Councilor Honeycutt-No	Councilor Jordan-Aye
Councilor Luster-Aye	Councilor Moody-Aye
Councilor Smith-Aye	Councilor Taylor-Aye.

**A motion was made by Councilor Moody, second by Councilor Luster**, to place the proposed rates and fees related to the FY24-25 budget on the agenda for adoption at the regularly scheduled Town Council meeting to be held on June 11, 2024 at 7:00 p.m. at the South Hill Town Hall. The motion carried unanimously.

**B. SE 2024-2, Request by Jamie Martin to use the property owned by Steve’s Sensational Signs, LLC at 825 W. Danville Street for a tattoo/body piercing salon – David Hash**

David Hash informed Council that a Notice of Public Hearing was published which asked for comments regarding the SE 2024-2 request by Jamie Martin to utilize the property owned by Steve’s Sensational Signs, LLC at 825 W. Danville Street as a tattoo/body piercing salon. At its May 6 meeting, the South Hill Planning Commission recommended Council approval.

Mr. Hash opened the Public Hearing.

- Wade Crowder commented anyone who wants to work, let them work.

Mr. Hash closed the Public Hearing.

**A motion was made by Councilor Honeycutt, second by Councilor Hardee**, to approve the SE 2024-2 request by Jamie Martin to utilize the property owned by Steve’s Sensational Signs, LLC at 825 W. Danville Street as a tattoo/body piercing salon. The motion carried unanimously.

## **VI. ADMINISTRATIVE REPORTS**

### **A. Consent Agenda**

#### **1. Minutes**

- April 8, 2024 Special Meeting**
- April 8, 2024 Regular Meeting**
- April 23, 2024 Budget Work Session 3**

#### **2. Monthly Financial Report**

Krystle Connell submitted the financial report as follows:

General Fund	- \$ 7,158,023.36	Total Investment Accounts	- \$27,564,284.70
Water and Sewer Fund	- 1,690,792.95	Total Police Dept. Savings	- \$ 47,687.19
Cemetery Fund	- 19,731.45	Total Taxes Due Thru 4/30/24	- \$ 387,595.57
Total in Checking	- \$ 8,868,547.76	(Real Estate and Personal Property, all years)	

A motion was made by Councilor Honeycutt, second by Councilor Moody, to approve the consent agenda. The motion carried unanimously.

**B. Items for Approval**

**1. Town Manager Report**

**a. Audit Services Contract**

Keli Reekes reported Town staff solicited proposals from licensed, qualified firms of independent certified public accountants to perform a financial and compliance audit of the Town. Two proposals were received from Creedle, Jones & Associates, P.C. and Robinson, Farmer, Cox Associates. Based on experience with local government audits and cost proposal, staff is recommending the selection of Robinson, Farmer, Cox Associates for the Town’s annual audit services.

A motion was made by Councilor Moody, second by Councilor Hardee, to award the contract to Robinson, Farmer, Cox Associates to perform an annual financial and compliance audit of the Town, and to further authorize the Town Manager to sign all relevant documents. The motion carried 7 to 1 with Councilor Taylor casting the negative vote.

**b. Annual Term Contract for Professional Engineering, Architectural, and Related Services**

Mrs. Reekes reported Town staff solicited proposals from qualified, professional firms interested in providing on-call professional architectural, engineering, and related services including, but not limited to studies, investigations, surveys, planning, and preparation of construction documents, construction administration, inspections, and other related services. Five proposals were received from the following firms:

- B&B Consultants, Inc.
- DC Permit Solutions
- Dewberry
- Hurt & Proffitt
- Timmons Group

Staff reviewed and rated the proposals and recommends an annual term contract be awarded to B&B Consultants, Inc.

A motion was made by Councilor Hardee, second by Councilor Moody, to award an annual term contract to B&B Consultants, Inc. to provide on-call professional engineering, architectural, and related services, and to further authorize the Town Manager to sign all relevant documents. The motion carried unanimously.

**2. Municipal Services Report**

**a. Easement Relocation Agreement from Microsoft Corporation at AVC 09**

C.J. Dean informed Council the Town owned a sewer line at the Roanoke River Regional Business Park property. In order to complete the construction of buildings for Microsoft, the sewer line had to be relocated. The relocation was done at the customer's request. The Town needs to accept the newly constructed line and easement that was recently completed.

**A motion was made by Councilor Honeycutt, second by Councilor Moody,** to accept the sewer line and easement from Microsoft by adopting the attached resolution and for the Mayor of the Town to execute the easement documents for return to Microsoft for recordation at the Courthouse. The motion passed via **roll-call vote** as follows:

Councilor Feggins-Boone-Aye	Councilor Hardee-Aye
Councilor Honeycutt-Aye	Councilor Jordan-Aye
Councilor Luster-Aye	Councilor Moody-Aye
Councilor Smith-Aye	Councilor Taylor-Aye.

### **C. Reports to Accept as Presented**

For efficiency, the following reports for April 2024 were presented as a group to accept as presented.

#### **1. Town Manager Report**

##### **a. Facilities Reservation Calendar**

Keli Reekes submitted a calendar of activities and reservations at Centennial Park, Parker Park, the South Hill Exchange, and other Town facilities. The calendar is up to date at the time the Council packets are distributed, but it changes frequently as new reservations are made.

##### **b. South Hill Volunteer Fire Department (SHVFD) Report**

Chief Vaughan submitted the fire report. He reported the SHVFD responded to 40 total alarms with an average of 14 volunteers present per call. The current volunteer roster is 34. Calls responded to in Town were 22, within the county district were 16, and involving fire were 5. Mutual aid given was 5, and automatic aid received was 12. Training included FFII, Live Fire, and Incident Command. Fundraising efforts included the Annual Letter Drive, \$2,000 in grants received for equipment, and the sale of new Autism Awareness t-shirts to benefit the Bailey Center and SHVFD. Administrative news was shared.

#### **2. Police Report**

Chief Bowen submitted the police report. He reported there were 421 activity incidents, 56 reportable criminal offenses, 1,147 calls for service, and \$1,357 property recovered. Other miscellaneous included 18.5 court hours, 206 training hours, 58 warrants issued, and 0 inoperative vehicles tagged. Administrative news was shared.

#### **3. Municipal Services Report**

C.J. Dean submitted the municipal services report on the following:

- pavement replacement
- Plank Road Waterline Project
- reorganization and cleaning of Town Maintenance Shop

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- Lead and Copper Inventory
- RedZone Robotics

#### 4. Code Compliance Report

##### a. Report of Activity

David Hash submitted the report of activity as follows:

Inspections Completed	-	45
Permits Issued	-	37
Fees Collected	-	\$ 48,467.54
UEZ Exemption	-	\$ 0
Rehab Exemption	-	\$ 0
General Exemption	-	\$ 0
Work Value	-	\$ 244,689,257.20

New businesses included:

- Bringleton’s Coffee House – 126 N. Mecklenburg Avenue (new owner)
- Alpha Recovery Center, LLC – 1365 W. Danville Street (medical office)
- Chowanza Blackwell – 935 W. Atlantic Street (flea market vendor)
- Wind Law, LLC – 1195 N. Mecklenburg Avenue (law office)
- Feel Good Ink, LLC – 305 E. Main Street (private tattoo studio)
- Trinity Custom Apparel – 205 S. Mecklenburg Avenue (new owner)
- 1031 Beverly Berry – 935 W. Atlantic Street (flea market vendor)
- The Eclectic Shoppe – 935 W. Atlantic Street (flea market vendor)

##### b. Dilapidated Properties

Along with the list of completed dilapidated properties, a report on the status of approximately 61 dilapidated properties was also presented.

#### 5. Business Development Report

Brent Morris submitted the business development report on the following:

- Retail Strategies
- prospective businesses
- Town’s new website
- billboard marketing
- demo and repurpose of property behind the Town Hall
- new industrial parks

#### 6. Human Resources Report

Kristine Martin submitted the human resources report on the following:

##### a. Accomplishments/Updates

- Negotiations will begin soon with Anthem for upcoming benefits renewal. One Digital Benefits will enhance the Town’s benefits package for recruiting and retention purposes.

**b. Training/Meetings**

- David Hash and Robert York recently attended a regional meeting for the Virginia Building and Code Officials Association (VBCOA).

**c. Employment News**

- Jason Womack began employment as a Grounds Technician in the Parks and Grounds Department on April 22, 2024.

A motion was made by Councilor Moody, second by Councilor Luster, to accept the reports as presented. The motion carried unanimously.

**VII. OTHER BUSINESS**

Councilor Honeycutt asked the audience to remember those persons who voted to take the Town back five years. He stated it was a personal attack versus the position and had nothing to do with the betterment of the community.

**VIII. ADJOURNMENT**

There being no further business matters before the South Hill Town Council, Mayor Marion adjourned the meeting at 8:00 p.m.

**VALIDATION**

Minutes approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Anna B. Cratch, Town Clerk

\_\_\_\_\_  
Dean Marion, Mayor



Incorporated 1901  
**Police Department**

**PROCLAMATION  
MAY 12-18, 2024 AS POLICE WEEK**

**WHEREAS**, in 1962, President John F. Kennedy proclaimed May 15<sup>th</sup> as National Peace Officers Memorial Day and the calendar week in which May 15<sup>th</sup> falls, as National Police Week; and

**WHEREAS**, the dedicated members of the Town of South Hill Police Department work devotedly and selflessly on behalf of the citizens of the Town of South Hill, regardless of the peril or hazard to themselves; and

**WHEREAS**, the members of our Police Department play an important role in protecting the rights and freedoms of the citizens of our community; and

**WHEREAS**, it is important that all citizens know and understand the duties and responsibilities of their Police Department and that members of our Police Department recognize their duty to serve the people by safeguarding life and property, defending them against violence or disorder, and guarding the innocent against deception and the weak against oppression; and

**WHEREAS**, our Police Department has grown to be a modern and well-respected law enforcement agency which unceasingly provides a vital public service; and

**WHEREAS**, U.S. flags should be flown at half-staff on May 15<sup>th</sup> for Peace Officers Memorial Day, in honor of all fallen officers and their families.

**NOW, THEREFORE, BE IT PROCLAIMED**, that Dean Marion, Mayor of the Town of South Hill, hereby designates May 12-18, 2024 as Police Week in the Town of South Hill, Virginia, and publicly salutes the service of Law Enforcement Officers in our community and in communities across the nation.

**SIGNED** this 13 day of May 2024, South Hill, Virginia.

**BY:** Dean Marion  
Dean Marion, Mayor

**ATTEST:** Anna B. Cratch  
Anna B. Cratch, Town Clerk





Incorporated 1901

**A RESOLUTION ACCEPTING DEED OF EASEMENT**

**WHEREAS**, the Town Council (the "Town Council") of the Town of South Hill, Virginia (the "Town") has authorized a project for improvement of the Town's water and sewer system, and in order to complete such improvements the Town requires an easement to be granted for such improvements; and

**WHEREAS**, there has been presented to this meeting a form of Deed of Easement Agreement with Microsoft Corporation to the Town that would grant such required easement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Town Council that the acceptance of such Deed of Easement Agreement by the Town is hereby found and declared to be in the best interests of the Town, and the Mayor, Town Manager, Attorney for the Town and other Town representatives are hereby authorized and directed to take such action as they deem necessary or proper to accept such conveyance, including without limitation, the execution, acceptance and recordation of the above-mentioned Deed of Easement Agreement by the Mayor or the Town Manager, with such changes as may be authorized by the Town's Attorney.

This Resolution shall take effect immediately.

**ADOPTED** at a regular meeting of Council this 13<sup>th</sup> day of May, 2024, the roll call vote being as follows:

	VOTING AYE	VOTING NAY	ABSENT
Lillie Feggins-Boone	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Ashley Hardee	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Gavin Honeycutt	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Dr. Lisa Jordan	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Delores Luster	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Mike Moody	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Michael Smith	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>
Joseph Taylor, Jr.	<u>      ✓      </u>	<u>                  </u>	<u>                  </u>

The undersigned hereby certifies that the foregoing is an accurate account of the vote taken at a duly convened meeting of the Town Council for the Town of South Hill, Virginia, on the 13<sup>th</sup> day of May, 2024, at which a quorum was present at the time the meeting was convened and at the time said vote was taken.

ATTEST:

Anna B. Cratch  
Anna B. Cratch, Town Clerk/Clerk of Council

By: Dean Marion  
Dean Marion, Mayor

AFTER RECORDING RETURN TO:

MICROSOFT CORPORATION  
CELA – CO+I  
ONE MICROSOFT WAY  
REDMOND, WA 98054  
ATTN: CLOUD INFRASTRUCTURE SOURCING AND ACQUISITIONS (CISA)

## **DEED OF EASEMENT AGREEMENT**

This DEED OF EASEMENT AGREEMENT (this “**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between Microsoft Corporation, a Washington corporation (“**Grantor**”), and TOWN OF SOUTH HILL, an incorporated town in the Commonwealth of Virginia (“**Grantee**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Premises.** Grantor is the owner of a certain parcel of land (the “**Land**”) located in Mecklenburg County, Commonwealth of Virginia, commonly known as Parcel Record Number (PRN) 39027 on Map Insert 099000 Double Circle 13 Parcel Number A. The Land is more particularly described on the plat attached hereto as Exhibit A (the “**Plat**”), which is hereby incorporated herein by reference. Commencing on the Commencement Date (defined below), Grantor hereby conveys and grants to Grantee, for the benefit of Grantee, an exclusive, perpetual easement over, under and across a portion of the Land more particularly described and depicted on the Plat as “the Premises” (the “**Premises**”) for the purpose of operation of its sanitary sewer system and reserved for future utility emplacements and any and all other uses ancillary thereto subject in all cases to the terms of this Agreement, and over and across other areas of the Land as necessary for the installation of utilities, and ingress and ingress to and from the public right of way and the Premises (the “**Permitted Uses**”).
- 2. Use and Cooperation.** The Premises may be used by Grantee for the Permitted Uses; provided, that Grantee may not use the Premises in a manner that conflicts with Grantor’s quiet enjoyment of the Land. Grantor agrees to cooperate with Grantee in making application for and obtaining all licenses, permits and any and all other approvals that may be necessary for the Permitted Uses.
- 3. Tests and Construction.** Grantee shall have the right, following the full execution of this Agreement, to enter upon the Land for the purpose of making appropriate engineering and boundary surveys, and inspecting the Premises, on the condition that Grantee shall save Grantor harmless from any and all liabilities, claims, expenses and damages to the extent arising out of or in consequence of Grantee’s negligence or willful misconduct during such activities.
- 4. Term.** The rights granted to Grantee pursuant to this Agreement shall commence on commencement of construction of the Grantee Facilities (the “**Commencement Date**”).
- 5. Compensation.** There shall be no compensation to the Grantor, material or otherwise, associated with this easement.

**6. Facilities; Utilities; Access.**

(a) Grantee has the right to install, emplace, erect, maintain and operate on, in, under and across the Premises equipment, utility lines, pipes, boxes, electronic equipment, and supporting equipment and structures thereto (the "**Grantee Facilities**"). In connection therewith, Grantee has the right to do all work necessary to prepare, maintain and alter the Premises for Grantee's operations. All of the Grantee's construction and installation work shall be performed at Grantor's sole cost and expense. Title to the Grantee Facilities shall be held by Grantee. Grantee has the right to remove all of the Grantee Facilities at its sole expense provided that Grantee repairs any damage to the Premises caused by such removal to the extent practicable.

(b) Grantee, Grantee's employees, agents, contractors, lenders, subtenants and invitees shall have access to the Premises without notice twenty-four (24) hours a day, seven (7) days a week, at no charge.

(c) Grantor covenants and agrees, for itself and its successors and assigns, to execute such other documents, and take such further actions, as may be reasonably requested by Grantee in order to carry out the provisions and intent of this Agreement.

**7. Taxes.** If personal property taxes are assessed, Grantee shall pay any portion of such taxes directly attributable to the Grantee Facilities. Grantor shall pay all real property taxes, assessments and deferred taxes on the Land, if any, including, without limitation, the Premises.

**8. Waiver of Grantor's Lien.** Grantor waives any lien rights it may have (whether arising by statute, common law or otherwise) concerning the Grantee Facilities, which are deemed Grantee's personal property and not fixtures, and Grantee has the right to remove the same at any time without Grantor's consent.

**9. Termination.** This Agreement is permanent and perpetual but may be terminated by mutual agreement of the parties.

**10. Destruction or Condemnation.** Grantor shall ensure that Grantee's utilities sited on the Land remain undisturbed and in good operating condition during the siting and construction of Grantor's Facilities.

**11. Waiver of Subrogation.** Grantor and Grantee release each other and their respective officers, directors, members, principals, employees, representatives and agents, from any claims for damage to any person related to this Agreement caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage to the extent of insurance proceeds actually received. Grantor and Grantee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

**12. Assignment and Subletting.** Grantee may assign this Agreement upon written notice to Grantor, subject to the assignee assuming all of the Grantee's obligations herein. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives, heirs and assignees. Notwithstanding anything to

the contrary contained in this Agreement, Grantee may assign, mortgage, pledge, hypothecate or otherwise transfer without notice or consent its interest in this Agreement to any financing entity, or agent on behalf of any financing entity to whom Grantee (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

**13. Repairs and Indemnification.** In the event that the Grantee determines to repair, rehabilitate or replace a portion or any part of utility, Grantor agrees to cooperate with Grantee to allow reasonable additional access for such work, including access to any building or structure on the property as deemed reasonably necessary by Grantee. Grantor releases and waives any claim of liability against Grantee, and its agents and contractors, from any consequence of Grantee's action including the Grantee's determination of corrective actions (including upgrades, renovations, improvements, expansion, replacement, rehabilitation or repairs) or the need for such actions, selection of the contractor or employee performing upgrades, renovations, improvements, expansion, replacement, rehabilitation or repairs, or implementation and completion of the corrective action. Grantee will pay the cost for upgrades, renovations, improvements, expansion, replacement, rehabilitation or repairs of the utility and reasonable restoration of landscaping and affected hard-surface improvements on the Premises. The Grantor acknowledges that the Grantee will not be responsible for the repair work for buildings, signages, drives, streets, parking, curb, gutter or other utilities disturbed by Grantor. Grantor acknowledges that it is solely responsible for all future maintenance of the surface of the easement area.

**14. Hazardous Substances.** Grantee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Grantor represents, warrants and agrees (1) that neither Grantor nor, to Grantor's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within the Land in violation of any law or regulation, and (2) that Grantor will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law or regulation. Grantor and Grantee each agree to defend, indemnify and hold harmless the other and the other's partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorney's fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "**Hazardous Material**" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Land is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Grantor shall remain and be responsible and liable for any and all violations of environmental laws on, in and under the Land not caused by Grantee, its agents, employees or invitees. This paragraph shall survive the termination of this Agreement.

**15. Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter

contained herein. Any amendments to this Agreement must be in writing and executed by both parties.

(b) If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(c) This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

(d) Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight courier to the address of the respective parties set forth below:

Grantor: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attn: Cloud Infrastructure Sourcing and Acquisitions  
Email: amersland@microsoft.com

With copies to: Microsoft Corporation  
One Microsoft Way  
Redmond, WA 98052-6399  
Attn: Corporate, External and Legal Affairs (CELA)  
Email: mciocela@microsoft.com

Grantee: Town of South Hill, Virginia  
211 S. Mecklenburg Avenue  
South Hill, VA 23970

Grantor or Grantee may from time to time designate any other address for this purpose by written notice to the other party. All notices hereunder shall be deemed received upon actual receipt.

(e) This Agreement shall be governed by the laws of the Commonwealth of Virginia in which the Premises is located.

(f) In the event the Land is encumbered by a mortgage or deed of trust, Grantor agrees to obtain and furnish to Grantee, promptly after the full execution of this Agreement and subject to Grantee's discretion, a non-disturbance and attornment instrument for each such mortgage or deed of trust, in form and substance reasonably acceptable to Grantee.

(g) Grantee may obtain title insurance on its interest in the Land. Grantor shall cooperate by executing all documentation reasonably required by the title insurance company.

(h) In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not unreasonably delay or withhold its approval or consent.

(i) All Riders and Exhibits annexed hereto form material parts of this Agreement and are hereby incorporated herein by reference.

(j) This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

(k) In the event of any litigation between Grantor and Grantee, the parties hereto agree that the prevailing party in such litigation shall be entitled to reimbursement of its reasonable attorneys' fees associated with such litigation from the non-prevailing party.

**[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTEE:

TOWN OF SOUTH HILL, VIRGINIA

By: Dean Marion

Name: Dean Marion

Title: Mayor

Date: 5/13/2024

COMMONWEALTH OF VIRGINIA

COUNTY OF Middleburg

I, the undersigned, a notary public in said state, hereby certify that Dean Marion who is Mayor of Town of South Hill, an incorporated town in the Commonwealth of Virginia, signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 13<sup>th</sup> day of May, 2024.

Anna B. Cratch  
Notary Public

My commission expires: June 30, 2026

(NOTARIAL SEAL)



GRANTOR:

MICROSOFT CORPORATION,  
a Washington corporation

By: [Signature]  
Name: Chris Sander  
Title: Genl Mgr  
Date: 4-15-24

STATE OF WASHINGTON

CITY/COUNTY OF REDMOND/KING

I, the undersigned, a notary public in said state, hereby certify that CHRIS SANDER who is GENERAL MANAGER of Microsoft Corporation, a Washington corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 15th day of APRIL, 2024.

[Signature]  
Notary Public

My commission expires: 11/12/2026



(NOTARIAL SEAL)



**EXHIBIT A**

**PLAT**

*(attached)*



**PLAT OF PROPOSED VARIABLE WIDTH SEWER EASEMENT  
FOR: THE TOWN OF SOUTH HILL, VIRGINIA  
Located in THE LACROSSE DISTRICT  
MECKLENBURG COUNTY, VIRGINIA**

**Surveyor's Certificate**

I hereby certify that this easement plat, to the best of my knowledge and belief, is correct and complies with the Minimum Procedures and Standards established by the Virginia State Board of Architects, Professional Engineers, Land Surveyors and Certified Landscape Architects.

The property shown herein was surveyed without the benefit of a title report and does not necessarily reflect all encumbrances on the property.



**LEGEND:**  
IPF= Iron Pin Found  
D.B.= Deed Book  
P.B.= Plat Book  
OPB= Old Plat Book  
R/W= Right-of-Way

**OWNER:**  
Microsoft Corporation

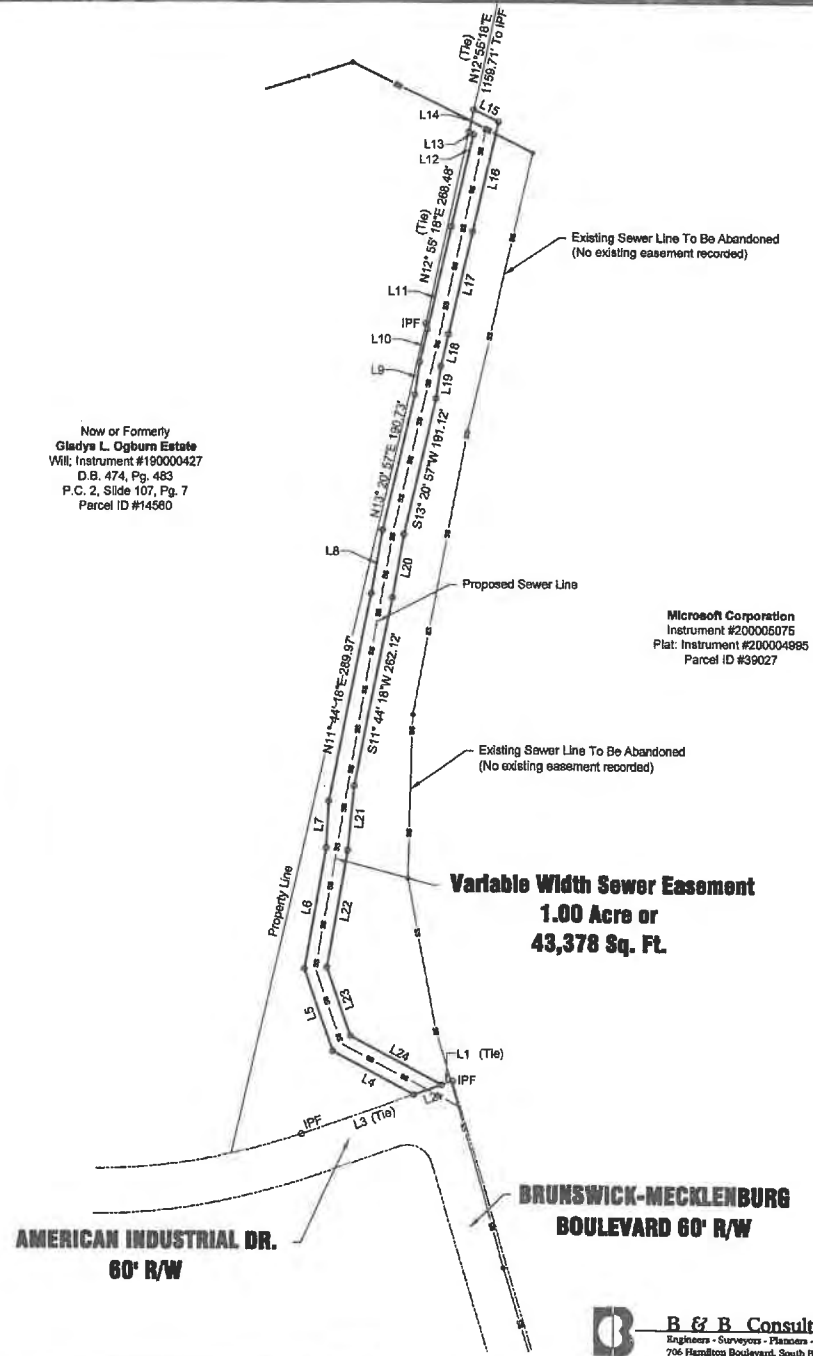
**LEGAL REFERENCE:**  
Instrument #200005075  
Plat: Instrument #200004985

**TAX MAP:**  
Parcel ID #39027

Parcel Line Table		
Line #	Bearing	Length
L1	S70° 49' 48"W	15.89'
L2	S70° 49' 48"W	40.92'
L3	S70° 49' 48"W	164.14'
L4	N62° 01' 34"W	127.08'
L5	N19° 10' 12"W	118.57'
L6	N10° 15' 37"E	168.17'
L7	N3° 26' 55"E	83.06'
L8	N10° 15' 37"E	90.28'
L9	N8° 47' 23"E	44.52'
L10	N13° 52' 39"E	45.81'
L11	N13° 28' 46"E	143.71'
L12	N13° 33' 51"E	130.22'

Parcel Line Table		
Line #	Bearing	Length
L13	N63° 50' 46"W	6.92'
L14	N12° 55' 18"E	30.82'
L15	S63° 50' 48"E	38.01'
L16	S13° 33' 51"W	164.26'
L17	S13° 28' 46"W	143.79'
L18	S13° 52' 39"W	44.58'
L19	S8° 47' 23"W	44.38'
L20	S10° 15' 37"W	88.86'
L21	S5° 52' 52"W	88.55'
L22	S10° 15' 37"W	163.07'
L23	S19° 10' 12"E	98.82'
L24	S62° 01' 34"E	143.14'

Now or Formerly  
Gladys L. Ogburn Estate  
Will: Instrument #180000427  
D.B. 474, Pg. 483  
P.C. 2, Slide 107, Pg. 7  
Parcel ID #14580



Microsoft Corporation  
Instrument #200005075  
Plat: Instrument #200004985  
Parcel ID #39027

Date: March 14, 2024  
Scale: 1" = 120'  
FILE: 53922-SHSEwer-NB-L

**B & B Consultants, Inc.**  
Engineers - Surveyors - Planners - Lab Analysts  
706 Hamilton Boulevard, South Boston, VA 24592  
Phone: (434) 573-3351