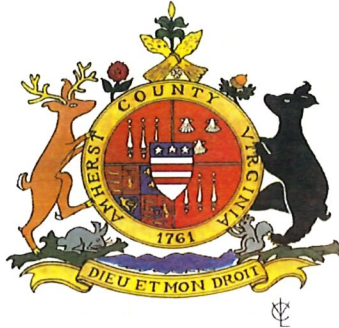


Board of Supervisors

John A. Marks, Jr., Chairman
District 5
David W. Pugh, Jr., Vice-Chair
District 4
Claudia D. Tucker, Supervisor
District 2
L. J. Ayers III, Supervisor
District 3
Kenneth M. Campbell, Supervisor
District 1



County Administrator
Dean C. Rodgers

County Attorney
Ellen Bowyer

AMHERST COUNTY BOARD OF SUPERVISORS

MINUTES

AGENDA

November 1, 2016
Administration Building - 153 Washington Street - School Board Room
Amherst, Virginia 24521

Informal Luncheon - 12:00 p.m.
Meeting Convened - 1:00 p.m.

- I. Call to Order**
- II. Invocation and Pledge of Allegiance**
- III. Approval of Agenda**
- IV. Citizen Comment**
- V. First Reading** - Ordinance 2016-0014, amending §§ 302, 919.02, and 919.06 of Appendix A to the Amherst County Code to identify as an accessory structure any wireless broadband facilities having towers or support structures sixty (60) or fewer feet in height in the A-1 Agricultural Residential District, and forty (40) or fewer feet in height in all other districts in which accessory structures are permitted, and to exempt them from most requirements applicable to personal wireless service facilities.
- VI. Consent Agenda**
 - A. Minutes - October 4, 2016
 - B. Finance
 - 1. FY16 Appropriation Fire Program Allocation Fund
 - 2. FY17 Appropriation of Revenue - Sheriff's Office
- VII. New Business**
 - A. Recreation & Parks - Agreement with DGIF Governing Boat Ramps
- VIII. County Attorney's Report**
 - A. Open Space Use Agreement with Green Leaf Golf Club of Amherst, LLC
- IX. Liaison and Committee Reports**
 - A. Representative Report - Local Government Council - September 20, 2016
 - B. Representative Report - LRB Alliance Executive Board - October 14, 2016
- X. Departmental Reports**
 - A. Building Safety & Inspections - Report, September 2016

B. Treasurer - Report, September 2016

C. County Administrator - Projects Status Report

XI. Citizen Comments

XII. Matters from Members of the Board of Supervisors

XIII. Closed Session

A. Pursuant to §2.2-3711 (A)(3) of the Code of Virginia to discuss acquisition of real property for a public purpose, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

B. Pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney regarding enforcement of the County Building Code, which matter may require the provision of legal advice by the County Attorney.

C. Pursuant to § 2.2-3711 (A)(3) of the Code of Virginia, to discuss the disposition of publicly-held real property, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

XIV. Adjournment

MINUTES

At a regular meeting of the Amherst County Board of Supervisors held at the Amherst County Administration Building on Tuesday, the 1st day of November, 2016, at 1:00 p.m., the following members were present:

BOARD OF SUPERVISORS:

PRESENT:	John A. Marks, Jr. Chairman	ABSENT: None
	David W. Pugh, Jr., Vice-Chair	
	Claudia D. Tucker, Supervisor	
	L. J. Ayers, III, Supervisor	
	Kenneth M. Campbell, Supervisor	

STAFF PRESENT: County Administrator Dean C. Rodgers; Deputy County Administrator David R. Proffitt; County Attorney Ellen Bowyer and Executive Administrative Assistant Regina Rice

OTHERS PRESENT: Planning/Zoning Director Jeremy S. Bryant
Recreation & Parks Director Sara Lu Christian

I. Call to Order

Chairman Marks called the meeting to order at 1:00 p.m.

II. Invocation and Pledge of Allegiance

Chairman Marks led the Invocation and Pledge of Allegiance

III. Approval of Agenda

By motion of Supervisor Ayers and with the following vote, the Board approved the Agenda for November 1, 2016.

AYE:	Mr. Marks, Mr. Pugh, Mrs. Tucker, Mr. Ayers and Mr. Campbell
NAY:	None
ABSTAIN:	None

IV. Citizen Comment

Mr. Harvey Sellers of Amherst, Virginia addressed the Board with his concern about personal property taxes paid by citizens of Amherst to the County and Town.

Mr. Derin Foor of Amherst, Virginia, and a member of the Amherst County Planning Commission, addressed the Board regarding the broadband ordinance. Mr. Foor explained that the Planning Commission has worked very hard on this issue and asked the Board to do all they could to keep this moving forward.

- V. First Reading** - Ordinance 2016-0014, amending §§ 302, 919.02, and 919.06 of Appendix A to the Amherst County Code to identify as an accessory structure any wireless broadband facilities having towers or support structures sixty (60) or fewer feet in height in the A-1 Agricultural Residential District, and forty (40) or fewer feet in height in all other districts in which accessory structures are permitted, and to exempt them from most requirements applicable to personal wireless service facilities.

Mr. Jeremy Bryant, Planning/Zoning Director, presented to the Board his report regarding the wireless broadband ordinance. Mr. Bryant advised the proposed ordinance would allow placement of smaller towers where the terrain is challenging, permitting towers up to 40 feet in height in residential districts and up to 60 feet in agricultural districts.

By motion of Supervisor Ayers and with the following vote, the Board directed staff to schedule a public hearing for Ordinance 2016-0014 on November 15, 2016.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker, Mr. Ayers and Mr. Campbell
NAY: None
ABSTAIN: None

VI. Consent Agenda

A. Minutes - October 4, 2016

B. Finance

1. FY16 Appropriation Fire Program Allocation Fund
2. FY17 Appropriation of Revenue - Sheriff's Office

By motion of Supervisor Ayers and with the following vote, the Board approved Items A. and B. on the Consent Agenda for November 1, 2016.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker, Mr. Ayers and Mr. Campbell
NAY: None
ABSTAIN: None

VII. New Business

A. Recreation & Parks - Agreement with DGIF Governing Boat Ramps

Sara Lu Christian, Director of Recreation and Parks, addressed the Board and provided information regarding three separate agreements the County entered into that established public boat ramps with the Department of Game and Inland Fisheries (DGIF) at Stonehouse, Thrasher and Mill Creek Lakes. Ms. Christian said the agreements have expired and now have been combined into a single agreement that clarifies the responsibilities of the parties with no other significant changes.

Vice-Chair Pugh asked who is responsible for the upkeep of the boat ramps.

Ms. Christian said DGIF did replace the boat ramps; however, the County has replaced boards as needed.

By motion of Vice-Chair Pugh and with the following vote, the Board adopted Resolution 2016-0009-R. **(See Attachment 1)**

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker, Mr. Ayers and Mr. Campbell
NAY: None
ABSTAIN: None

VIII. County Attorney's Report

A. Open Space Use Agreement with Green Leaf Golf Club of Amherst, LLC

County Attorney Ellen Bowyer addressed the Board and explained the current owner, Green Leaf Golf Club, wishes to renew its existing Open Space Use Agreement. The agreement has been in place for ten years and the owner wishes to continue to use the property as a recreational golf course.

Ms. Bowyer explained if the Board approves the agreement, the owner then would file the agreement with the Amherst County Circuit Court. It then would be submitted to the Commissioner of the Revenue who would make the determination whether the property qualified and then alert the Treasurer as to the applicable tax rate.

Ms. Bowyer advised of one correction to the agreement- the date should be the "1st day of November, 2016". Ms. Bowyer recommended the Board approve the agreement. The tax rate would be effective January 2017.

By motion of Supervisor Tucker and with the following vote, the Board approved the Open Space Use Agreement governing the Green Leaf Golf course located at tax map parcel 111B-1-A with amendments. **(See Attachment 2)**

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker, Mr. Ayers and Mr. Campbell
NAY: None
ABSTAIN: None

IX. Liaison and Committee Reports

- A. Representative Report - Local Government Council - September 20, 2016
- B. Representative Report - LRB Alliance Executive Board - October 14, 2016

For information only.

X. Departmental Reports

- A. Building Safety & Inspections - Report, September 2016
- B. Treasurer - Report, September 2016
- C. County Administrator - Projects Status Report

For information only.

XI. Citizen Comments

Mr. Harvey Sellers of Amherst, Virginia addressed the Board and reiterated his previous comment regarding the issue of the definition of "vassal" and that all citizens are equal in the eyes of God.

XII. Matters from Members of the Board of Supervisors

Supervisor Campbell stated he has received complaints concerning the dumpster site on Boxwood Farm Road. Supervisor Campbell advised those citizens this issue will be addressed at the next Board of Supervisors meeting.

Supervisor Ayers had no matter to discuss.

Supervisor Tucker said she had several constituents ask if the Board would consider the time of all Board meetings. Supervisor Tucker requested this be a topic of discussion before the Board's organizational meeting in January.

Vice-Chair Pugh said he has traveled through Bedford County and noticed Bedford has unmanned convenience centers with trash compactors. Vice-Chair Pugh advised a person is hired to go to those compactors and turn the key several times of day. Vice-Chair Pugh requested this issue be sent to Public Works for further discussion.

Chairman Marks had no matter to discuss.

Supervisor Ayers advised the Board he would not participate in the Closed Session. The record reflects that Supervisor Ayers departed at 1:27 p.m.

XIII. Closed Session

Supervisor Campbell moved that the Amherst County Board of Supervisors convene in closed session:

A. Pursuant to §2.2-3711 (A)(3) of the Code of Virginia to discuss acquisition of real property for a public purpose, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

B. Pursuant to § 2.2-3711 (A)(7) of the Code of Virginia, to consult with the County Attorney regarding enforcement of the County Building Code, which matter may require the provision of legal advice by the County Attorney.

C. Pursuant to § 2.2-3711 (A)(3) of the Code of Virginia, to discuss the disposition of publicly-held real property, where discussion in open session would adversely affect the County's bargaining position or negotiating strategy.

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker and Mr. Campbell
NAY: None
ABSTAIN: None
ABSENT: Mr. Ayers

Supervisor Campbell motioned to come out of closed session and was approved with the following vote:

AYE: Mr. Marks, Mr. Pugh, Mrs. Tucker and Mr. Campbell
NAY: None
ABSTAIN: None
ABSENT: Mr. Ayers

CERTIFICATION OF CLOSED MEETING


Supervisor Campbell moved that the Amherst County Board of Supervisors certify by a recorded vote that, to the best of each Board member's knowledge, only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act and identified in the motion authorizing the closed session were heard, discussed, or considered in the closed session.

Mr. Marks	AYE
Mr. Pugh	AYE
Mrs. Tucker	AYE
Mr. Ayers	ABSENT
Mr. Campbell	AYE

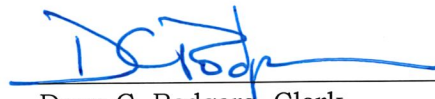
XIV. Adjournment

By motion of Supervisor Campbell and with the following vote, the Board moved to adjourn.

AYE:	Mr. Marks, Mr. Pugh, Mrs. Tucker and Mr. Campbell
NAY:	None
ABSTAIN:	None
ABSENT:	Mr. Ayers



John A. Marks, Jr., Chairman
Amherst County Board of Supervisors



Dean C. Rodgers, Clerk

PROPERTY LEASE AND AGREEMENT

This Lease and Agreement is entered into on this 16TH day of MARCH, 1981, by the Virginia Commission of Game and Inland Fisheries, hereinafter referred to as "the Commission" and AMHERST COUNTY, hereinafter referred to as "Landowner."

WITNESSETH THAT:

Whereas the Landowner deems it desirable that the Commission establish and maintain a public boat ramp, parking area and related facilities on the hereinafter described property, and;

Whereas the Commission is agreeable to establishing and maintaining a public boat ramp, parking area and related facilities;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the Commission's improving the hereinafter described real estate with a boat ramp/boat dock, without charge and subject to and in strict compliance with all the following conditions and requirements, the following described parcel of real estate shall be leased to the Commission for a period of 20 years: LOCATED OFF STATE ROUTE 625
IN STONEHOUSE CREEK PARK AS SHOWN ON
EXHIBIT "B"
(describe briefly here and attach plat)

The Commission is further granted 1 successive option periods of (number)

20 years each, provided the Commission notifies the Landowner in (number)

writing that it intends to accept each such successive period, which notice must be given by the Commission in writing thirty (30) days prior to the end of the current term of the lease, and should said notice not be given, then

The County, City, or Town shall, at no cost to the Commission:

1. Be responsible for the trash/litter cleanup and removal in accordance with normal acceptable sanitary standards as determined by the Commission.
2. Be responsible for mowing of grass and controlling of weeds, brush, or other vegetation in an acceptable eye-appealing manner as determined by the Commission.
3. Adopt and enforce appropriate ordinances to control traffic, sanitation, litter, and disorderly conduct within the area covered by this lease; provided that the County, City, or Town shall not make any charge, direct or indirect, as a prerequisite for the use of this or any other boat launching or related facility constructed or maintained, in whole or in part, by the Commission, without the written permission of the Commission.
4. Share enforcement responsibilities with the Commission of all laws, ordinances, or regulations pertaining to the area covered by this lease.
5. Exempt the Commission from all taxes, levies, service charges, etc., on the area covered by this lease.

This Lease and Agreement may be modified or amended upon written agreement to so modify and amend, executed by all parties hereto. The Commission reserves the right and option to cancel this Lease and Agreement by giving the Landowner and the County, City, or Town thirty (30) days written notice.

This Lease and Agreement is executed in triplicate.

this lease shall lapse and be of no further force and effect.

The above described tract of real estate is leased to the Commission for the purpose of constructing a public boat ramp, parking area and such other features as may be deemed necessary in the discretion of the Commission for the satisfactory operation of the said public boat ramp.

The following special terms of obligation are mutually agreed upon, and violation of any terms by the Landowner may result in cancellation of the lease by the Commission.

The Commission shall:

1. Cause to be erected and maintain suitable boundary markers, to define for public use the area under lease. Game Wardens shall have authority to exercise general police power while in the performance of duties on the above-described premises, pursuant to Section 29-32, Code of Virginia (1950), as amended.
2. Cause to be constructed a boat ramp of sufficient size, quality and engineering standards to be acceptable for public use.
3. Be responsible for maintenance of the ramp and dock as required, in the opinion of the Commission, for safe use by the public.
4. The Commission shall be responsible for the maintenance, grading and upkeep of the access road and parking area.
5. Be responsible for the erection and maintenance of suitable signs for informational and regulatory matters. No other signs shall be erected without prior written approval of the Commission.
6. As a lessee have a Leasehold right to this property, and as such shall be empowered to make any and all regulations in regard to use of the property.

WITNESS THE FOLLOWING SIGNATURES:

Virginia Commission of Game and Inland
Fisheries

Attest: Jerry D. Fong

By H. Cross Jr. Acting
Executive Director

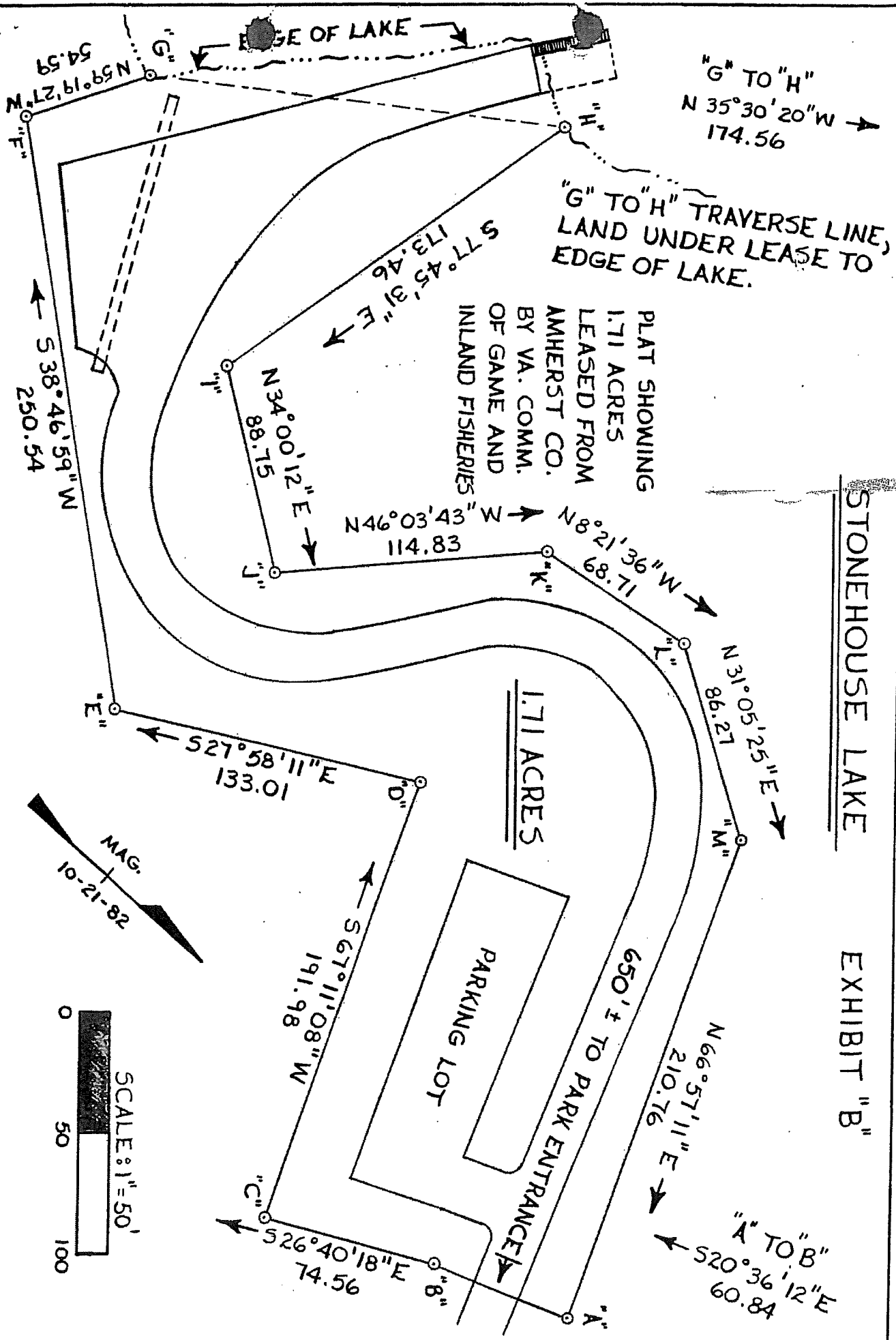
County

Attest: Roy C. Mayo, III
County Administrator

By C. V. Anderson Jr.
Authorized Agent
Chairman, Amherst County
Board of Supervisors

STONEHOUSE LAKE

EXHIBIT "B"



DRAWN BY: J.M. WOOD

TEMPERANCE MAGISTERIAL DISTRICT

AMHERST CO.

PROPERTY LEASE AND AGREEMENT

This Lease and Agreement is entered into on this 16 TH. day of MARCH, 1981, by the Virginia Commission of Game and Inland Fisheries, hereinafter referred to as "the Commission" and AMHERST COUNTY, hereinafter referred to as "Landowner."

WITNESSETH THAT:

Whereas the Landowner deems it desirable that the Commission establish and maintain a public boat ramp, parking area and related facilities on the hereinafter described property, and;

Whereas the Commission is agreeable to establishing and maintaining a public boat ramp, parking area and related facilities;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the Commission's improving the hereinafter described real estate with a boat ramp/boat dock, without charge and subject to and in strict compliance with all the following conditions and requirements, the following described parcel of real estate shall be leased to the Commission for a period of 20 years: LOCATED OFF STATE ROUTE 617 IN THRASHER'S CREEK PARK AS SHOWN ON EXHIBIT "A."

(describe briefly here and attach plat)

The Commission is further granted 1 successive option period~~s~~ of
(number)

20 years each, provided the Commission notifies the Landowner in
(number)
writing that it intends to accept each such successive period, which notice must be given by the Commission in writing thirty (30) days prior to the end of the current term of the lease, and should said notice not be given, then

this lease shall lapse and be of no further force and effect.

The above described tract of real estate is leased to the Commission for the purpose of constructing a public boat ramp, parking area and such other features as may be deemed necessary in the discretion of the Commission for the satisfactory operation of the said public boat ramp.

The following special terms of obligation are mutually agreed upon, and violation of any terms by the Landowner may result in cancellation of the lease by the Commission.

The Commission shall:

1. Cause to be erected and maintain suitable boundary markers, to define for public use the area under lease. Game Wardens shall have authority to exercise general police power while in the performance of duties on the above-described premises, pursuant to Section 29-32, Code of Virginia (1950), as amended.
2. Cause to be constructed a boat ramp of sufficient size, quality and engineering standards to be acceptable for public use.
3. Be responsible for maintenance of the ramp and dock as required, in the opinion of the Commission, for safe use by the public.
4. The Commission shall be responsible for the maintenance, grading and upkeep of the access road and parking area.
5. Be responsible for the erection and maintenance of suitable signs for informational and regulatory matters. No other signs shall be erected without prior written approval of the Commission.
6. As a lessee have a Leasehold right to this property, and as such shall be empowered to make any and all regulations in regard to use of the property.

The County, City, or Town shall, at no cost to the Commission:

1. Be responsible for the trash/litter cleanup and removal in accordance with normal acceptable sanitary standards as determined by the Commission.
2. Be responsible for mowing of grass and controlling of weeds, brush, or other vegetation in an acceptable eye-appealing manner as determined by the Commission.
3. Adopt and enforce appropriate ordinances to control traffic, sanitation, litter, and disorderly conduct within the area covered by this lease; provided that the County, City, or Town shall not make any charge, direct or indirect, as a prerequisite for the use of this or any other boat launching or related facility constructed or maintained, in whole or in part, by the Commission, without the written permission of the Commission.
4. Share enforcement responsibilities with the Commission of all laws, ordinances, or regulations pertaining to the area covered by this lease.
5. Exempt the Commission from all taxes, levies, service charges, etc., on the area covered by this lease.

This Lease and Agreement may be modified or amended upon written agreement to so modify and amend, executed by all parties hereto. The Commission reserves the right and option to cancel this Lease and Agreement by giving the Landowner and the County, City, or Town thirty (30) days written notice.

This Lease and Agreement is executed in triplicate.

WITNESS THE FOLLOWING SIGNATURES:

Virginia Commission of Game and Inland
Fisheries

Attest: Jerry D. Fouse

By W. H. ... Acting
Executive Director

County

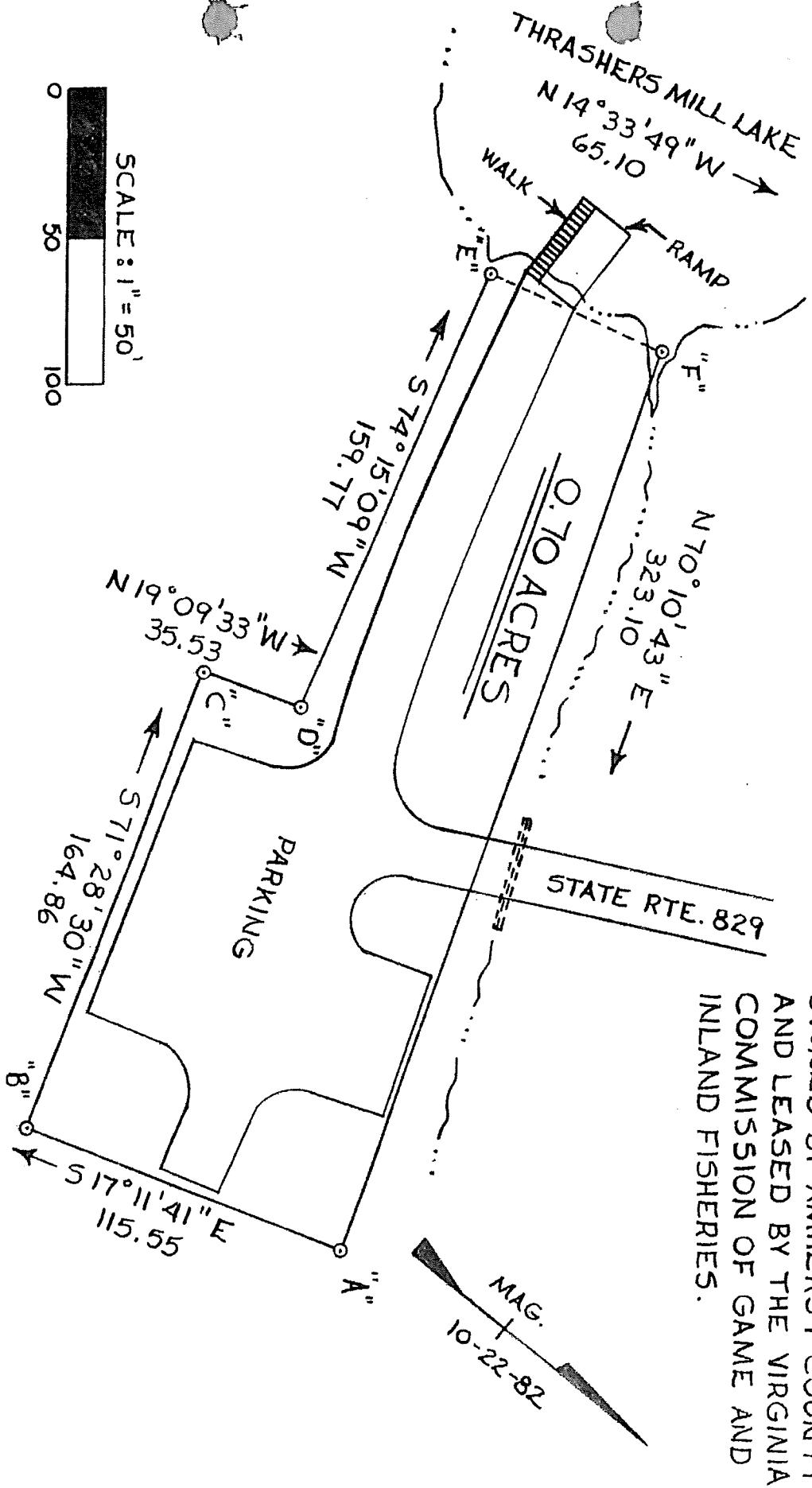
Attest: Roy C. Mayo, III
County Administrator

By C. V. Anderson, Jr.
Authorized Agent
Chairman, Amherst County
Board of Supervisors

THRASHERS MILL

EXHIBIT "A"

NOTE: LINE "E" TO "F" IS A TRAVERSE LINE, LAND LEASED TO EDGE OF LAKE.



PLAT SHOWING 0.70 ACRES OWNED BY AMHERST COUNTY AND LEASED BY THE VIRGINIA COMMISSION OF GAME AND INLAND FISHERIES.

DRAWN BY: J.M. WOOD

TEMPERANCE MAGISTERIAL DISTRICT

AMHERST COUNTY

PROPERTY LEASE AGREEMENT

This Lease and Agreement is entered into on this 12th day of September 1985, by the Virginia Commission of Game and Inland Fisheries, hereinafter referred to as "the Commission" and Amherst County, hereinafter referred to as "Landowner".

WITNESSETH THAT:

Whereas the Landowner deems it desirable that the Commission establish public boat ramps, docks and related facilities on the hereinafter described property; and,

Whereas the Commission is agreeable to establishing public boat ramps, docks, and related facilities;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the Commission's improving the hereinafter described real estate with boat ramps/boat docks, without charge and subject to and in strict compliance with all the following conditions and requirements, the following described parcel(s) of real estate shall be leased to the Commission for a period of 20 years: A portion of land located off Mill Creek Reservoir and Route 645 lying in Temperance Magisterial District, Amherst County, Va. more specifically described on the drawings marked Exhibit "A" attached hereto and made a part hereof.

The Commission is further granted 1 successive option period of 20 years each, provided the Commission notifies the Landowner in writing that it intends to accept each such successive period, which notice must be given by the Commission in writing thirty (30) days prior to the end of the current term of the lease, and should said notice not be given, then this lease shall lapse and be of no further force and effect.

The above described tract of real estate is leased to the Commission for the purpose of constructing public boat ramps, and such other features as may be deemed necessary in the discretion of the Commission for the satisfactory operation of the said public boat ramps.

The following special terms of obligation are mutually agreed upon, and violation of any terms by the Landowner may result in cancellation of the lease by the Commission.

The Commission shall:

1. Cause to be constructed boat ramps of sufficient size, quality, and engineering standards to be acceptable for public use.
2. Be responsible for the erection and maintenance of suitable signs for informational and regulatory matters. No other signs shall be erected without prior written approval of the Commission.
3. As a lessee have a Leasehold right to this property, and as such, shall be empowered to make any and all regulations in regard to use of the property.

The Landowner shall, at no cost to the Commission:

1. Be responsible for the trash/litter cleanup and removal in accordance with normal acceptable sanitary standards as determined by the Commission.
2. Be responsible for mowing of grass and controlling of weeds, brush, or other vegetation in an acceptable eye-appealing manner as determined by the Commission.
3. Adopt and enforce appropriate ordinances to control traffic, sanitation, litter, and disorderly conduct within the area covered by this lease; provided that the Landowner shall not make any charge, direct or indirect, as a prerequisite for the use of this or any other boat launching facility constructed or maintained, in whole or in part, by the Commission, without the written permission of the Commission.
4. Share enforcement responsibilities with the Commission of all laws, ordinances, or regulations pertaining to the area covered by this lease.
5. Exempt the Commission from all taxes, levies, service charges, etc., on the area covered by this lease.
6. Be responsible for reasonably necessary maintenance of the ramps and docks as required, in the opinion of the Commission, for safe use by the public.
7. The Landowner shall be responsible for the reasonably necessary maintenance, grading, and upkeep of the access roads and parking areas.

This Lease and Agreement may be modified or amended upon written agreement to so modify and amend, executed by all parties hereto.

This Lease and Agreement is executed in triplicate.

WITNESS THE FOLLOWING SIGNATURES:

VIRGINIA COMMISSION OF GAME AND
INLAND FISHERIES

Attest:

Jerry A. Fous

By:

William J. [Signature]
Executive Director

LANDOWNER

Attest:

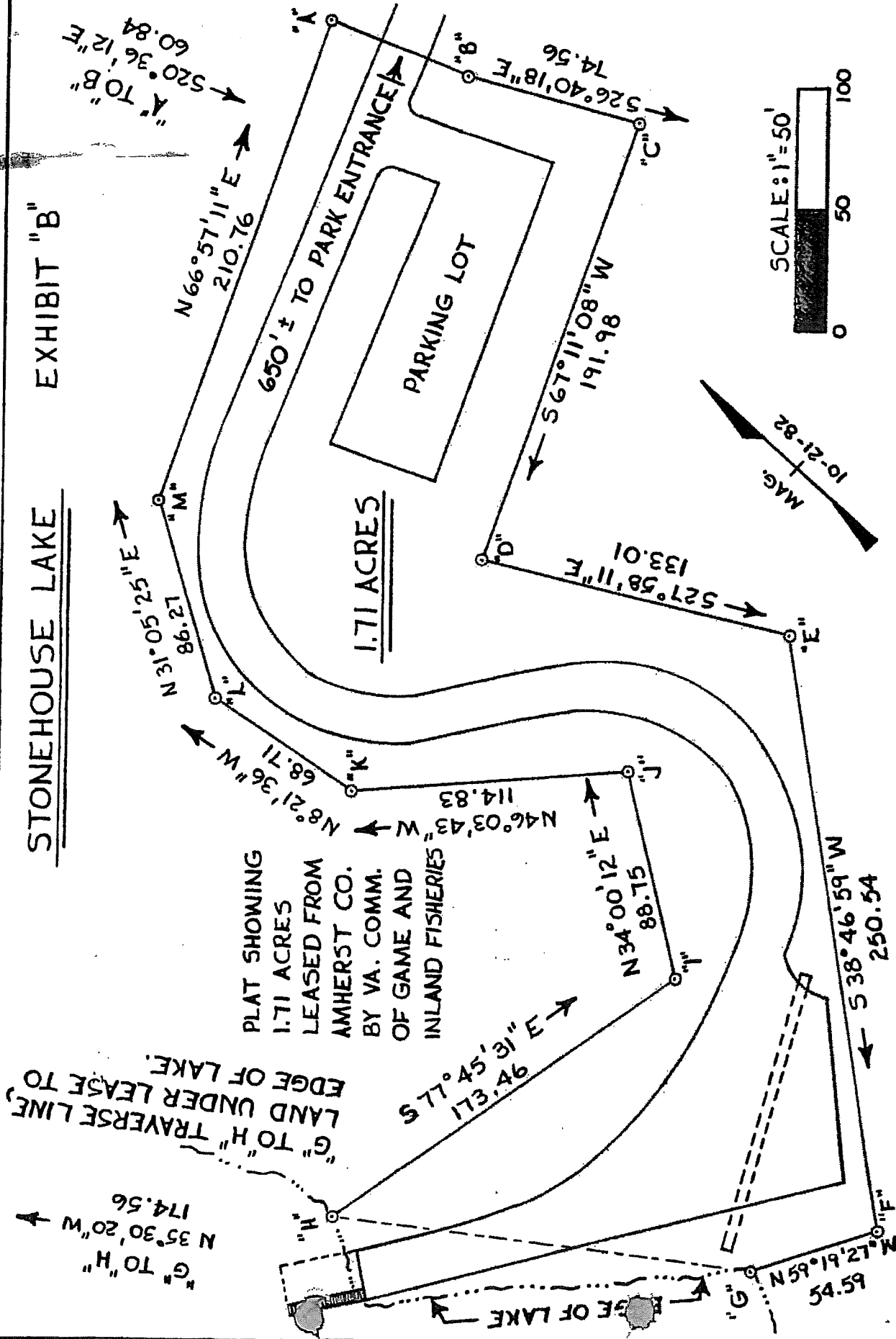
Kathleen C. Wood

By:

Howard [Signature]
Authorized Official

STONEHOUSE LAKE

EXHIBIT "B"



DRAWN BY : J.M. WOOD

TEMPERANCE MAGISTERIAL DISTRICT

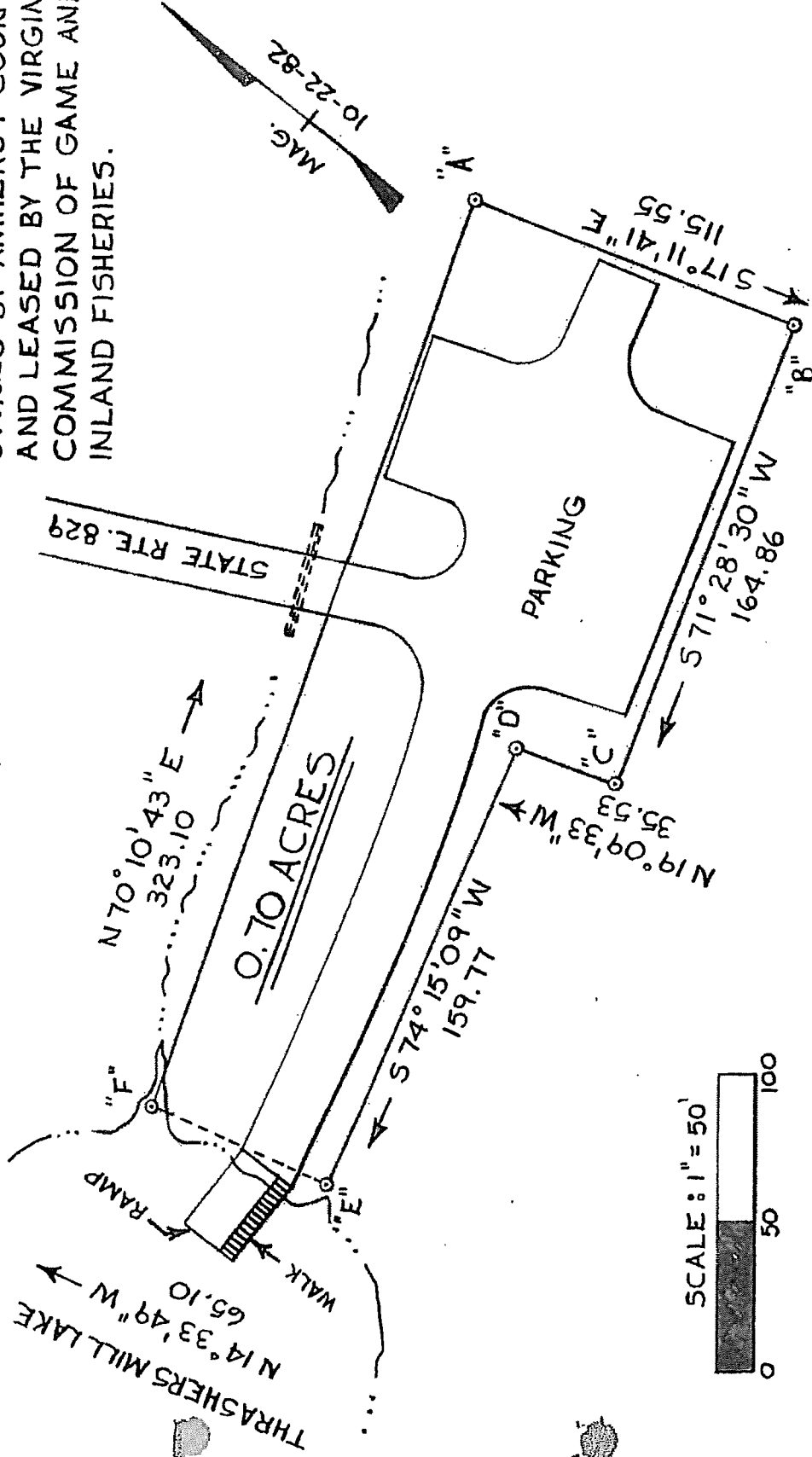
AMHERST CO.

THRASHERS MILL

EXHIBIT "A"

NOTE : LINE "E" TO "F" IS A
TRAVERSE LINE, LAND
LEASED TO EDGE OF LAKE.

PLAT SHOWING 0.70 ACRES
OWNED BY AMHERST COUNTY
AND LEASED BY THE VIRGINIA
COMMISSION OF GAME AND
INLAND FISHERIES.



DRAWN BY : J.M. WOOD

TEMPERANCE MAGISTERIAL DISTRICT

AMHERST COUNTY

COOPERATIVE AGREEMENT BOATING ACCESS MAINTENANCE RESPONSIBILITIES

1. PURPOSE

To provide a functional, clean and cosmetically appealing boating access facilities to the boating public at all times;

To proactively detect, correct, and prevent minor faulty conditions from escalating into major and costly repairs.

2. FORWARD

With a current inventory exceeding 225 public boat landings and with increasing numbers each year, our efforts to maintain each facility in a functional clean and appealing condition continues to be a challenge. These landings are either Department owned, leased or cooperatively developed and managed. The Department of Game and Inland Fisheries is committed to the capital investment in public boat landings. The job is a continuing one, demonstrating to the boating public our interest in their welfare through wise use of their funds by providing serviceable and attractive boating access facilities.

3. PROGRAM DESCRIPTION

Expectations. The local cooperator implements the Boating Access Maintenance Program (BAMP) and is responsible to manage the maintenance aspects of all public boating access facilities in a proactive manner. A regular and routine quantity of inspections of each facility is required. Each boating access facility shall be maintained in a functional, clean and cosmetically appealing condition at all times. When a defective or deteriorated condition is observed, it shall be corrected immediately or as soon as possible.

Inspections of boating facilities are a continuing assignment according to the Cooperative Agreement in order to proactively maintain all boating facilities. Each facility shall be inspected as follows: it shall be inspected once each week; If any facility requires more frequent inspections as the result of conditions being unacceptable, then more frequent inspections are required.

During each inspection, any minor maintenance activity needed shall be conducted at that time. If the maintenance required is of a large scale, it shall be noted and planned for corrective action within 30 days. Each facility shall be maintained according to adopted minimum standards. The inspection process shall verify the minimum standards compliance. If Maintenance required exceeds \$5,000 or would require more than 40 hours of combined time to correct, the Department may be notified and a request for Capital services made. The Department will at that time determine available resources and may provide resources to support the required maintenance needs.

Data sheets shall be kept current on each boating facility in the BAMP inventory. The Data Sheets provide an exact inventory of all entities at each facility and shall be available to Department personnel for review.

Annual Condition Reports will be submitted by the last day of November each year identifying the overall conditions of the facility. An outline of the required information to be submitted is available from the Department.

4. Minimum Standards for Public Access Facilities

Entrance. The entrance to each facility will be maintained in a manner that reflects proper care of the facility. The entrance shall have: suitable and sound surfaces for traffic; the grounds properly cared for; litter free; and with necessary signs in place. Sight distance at the road from the entrance shall be maintained to an acceptable condition. In general, the conditions will be 10 feet for every mile per hour of the speed limit, ex: 350' @ 35 mph., 500' @ 50 mph., etc...

Signs leading the public to each facility shall be maintained in a condition that easily directs the public. They shall be legible and correctly placed with signpost being vertical and signs properly attached with suitable hardware. Regulation signs shall be present and placed where necessary for the user to easily view the sign. The number of signs is site specific to direct the public to the facilities and advise the public of restrictions for use of the property. If the facility is cooperatively operated, such as in a park, the park authority has the determination of on-site restrictions. Any other signs that are authorized shall

be maintained in a good state of repair. Any unauthorized signs erected on the property without permission shall be removed at the Departments discretion.

Parking lots. Shall be maintained so that the surface does not have depressions, potholes or cracks that are greater than one foot in length for each inch in depth. Any erosion of the parking lots shall be corrected to prevent further damage or expansion of the fault.

Grass shall be considered in two categories. First is the grass immediately next to the parking lot, pier and/or ramp. This grass shall be maintained litter free and at a height of not less than two inches and not more than five inches. Secondly, the grass in fields, overflow parking areas or large areas not typically used shall be maintained at a height of not less than two inches and not more than eight inches. In grass areas that are frequently used for parking the grass height should not exceed six inches (fire hazard due to ignition potential from vehicle catalytic converter). Grass areas that are frequently used for parking should be evaluated for gravel overlay.

Property Boundaries shall be marked and maintained where possible and/or identifiable.

Ramps, either concrete or gravel, shall be kept free of debris to allow boaters access to the water. Any cracks, potholes or deteriorated concrete shall be fixed as soon as possible. The end of concrete ramps where a severe drop-off is present shall be fixed with either stone large enough to eliminate the drop-off or by extending the concrete deeper into the water. Any drop-off along the sides of the ramp will also be fixed or eliminated. Undermining of any portion of the concrete will be filled with a suitable material. Gravel ramps shall be maintained to eliminate erosion ruts. Adding gravel-to-gravel ramps shall be needed if mud is surfacing above the gravel. In the case of gravel ramps, a firm non-slip surface shall be maintained. Following high water levels, mud and/or debris shall be removed from the ramps as soon as possible.

Piers materials used in the construction shall be inspected and maintained to be free of weak and/or damaged materials. All hardware used on the piers shall be user friendly. In other words, it shall be maintained to prevent cuts, scrapes, punctures or other offending actions to people and/or watercraft. Deteriorated hardware shall be replaced whenever the condition develops that may result in failure of the structure.

Steps leading to water or at a pier shall be maintained to provide a level surface for which to step. Any mud, grass or other debris shall be removed immediately upon being observed. Hardware used on steps shall be inspected and replaced if necessary.

Boat Slides shall be maintained to the level they were constructed. Broken materials or deteriorated hardware shall be replaced when damaged. Any foreign material deposited on the Slide from high water levels shall be removed immediately.

Bulkheads shall be maintained to serve the purpose they were installed. Bulging or deteriorated bulkheads should be replaced or repaired as soon as possible. Any erosion through the bulkhead shall be corrected with re-application of filter fabric and back-filled. Broken anchors shall be replaced if there appears to be any bulging of the bulkhead or it is apparent that failure will eventually occur.

Gabion Baskets shall be maintained to prevent broken or loose wire from becoming a hazard to those using the facility. Any damage to Gabions, shall be corrected as soon as possible.

Lighting provided at a facility shall be maintained at an operational state unless it has been determined to abandon the lighting. In most cases, an Electrical contractor or Power Company shall be notified for corrective action.

Litter is unacceptable. However, it is understood that litter that has been deposited recently may be present during any inspection. All dumping, debris, and litter must be removed immediately. Any litter that has traveled to adjoining property from the boating access facility shall be removed. If litter is present, it is the Cooperators responsibility to remove such litter.

Shorelines shall be maintained (where practical), to prevent any erosion, property damage, or loss of property along the shoreline. Armoring the shoreline where necessary shall be accomplished as soon as possible.

Drainage features of a facility shall be maintained for that purpose. Any debris or obstruction shall be removed immediately.

Culverts and Ditches shall be maintained free and clear to allow proper flow of water through these areas and prevent backup of water and possible flooding of areas ahead of the obstruction. These items shall be corrected as soon as possible following observation of the faulty condition.

Restroom and Port-a-Jon facilities shall be maintained in an acceptable condition for constituent use. These facilities are usually contracted and shall be the responsibly of the Cooperator to manage of the facilities or the service contractor.

5. Contract Maintenance

Selection of housekeeping terms and conditions are selected based on their competitive rates.

Monitoring and supervising of the housekeeping service is required. Poor performance by a contractor should be immediately remedied. The Cooperator remains responsible for the overall condition of the facility.

Standard compliance. The individual housekeeping service provider shall be required to maintain the service to the minimum maintenance standards.

6. COOPERATIVE AGREEMENTS

Cooperative Agreements are joint agreements whereas the local government body has agreed to provide certain services in exchange for Department support and/or funding towards the development of the facility. In most cases, the agreement requires the local government body to accept the housekeeping services required of the facility. Items such as trash, grass, litter, etc. are generally included in the agreement and responsibility for maintaining these services rest in their operational procedures of the locality.

Inspection. Even in this situation, Department staff is responsible for inspecting these facilities for compliance with the Cooperative Agreement.

Notification of inferior conditions. If unsatisfactory conditions are observed, Department staff will make the first contact with the locality to attempt to resolve the situation.

Conflict Resolution. If the above action fails to get results, the Program Manager is contacted with all pertinent information. Once the Program Manager is notified of this situation, the Program Manager shall contact the locality and seek resolution.

Administrative action. If a satisfactory resolution has not been provided, the Program Manager shall notify the Director of the Office of Capital Programs for instructions to be followed to find the locality in default of the agreement and the subsequent administrative action.

7. SIGNS AT PUBLIC BOAT ACCESS FACILITIES

- a. Each Boat Access Facility shall have directional signs (trailblazers) leading the public to each facility.
- b. Each Boat Access Facility shall have Information signs (regulations) to direct the approved use of each facility.
- c. All signs shall be installed at a height of not less than 7 feet.
- d. All signs shall be maintained legible and erect at all times.
- e. Damaged or weathered signs shall be replaced as soon as possible.
- f. Additional signs at the facility shall only be installed if approved in advance.
- g. Trailblazers must have the approval of the Virginia Department of Transportation prior to installation.

8. FLOOD AND EMERGENCY RESPONSE

Flood:

It shall be the responsibility of the Cooperator staff to evaluate any damage to any of the facility following flooding and/or high water.

- a. As soon as floodwaters or high water levels drop to a reasonable level to determine damage, the Cooperator staff shall respond to review each boating facility and report any related damage.
- b. As soon as water levels permit, repair activity of damaged facilities shall be initiated.

Emergency Response:

- a. At any time, the Cooperator or Department can direct staff to respond to emergency operations.
- b. Assistance to other Agencies responding to emergencies from the facility shall be rendered when requested.
- c. Any assistance rendered must be reported to the Department as soon as possible (before or during if possible).

TAX MAP # 111B-1-A

OPEN SPACE USE AGREEMENT

This Agreement, made this 1st day of November, 2016, between Green Leaf Golf Club of Amherst, LLC hereafter called the "Owner", and the County of Amherst, a political subdivision of the Commonwealth of Virginia, hereinafter called the "County", (collectively, the "Parties") provides as follows:

RECITALS

Whereas, the Owner is the owner of certain real estate, described below, hereinafter called the "Property"; and

Whereas, the County is the local governing body having real estate tax jurisdiction over the Property; and

Whereas, the County has determined that it is in the public interest that the Property should be provided or preserved for recreational purposes; an historic area; a scenic area; assisting in the shaping of the character, direction, and timing of community development; or other use which serves the public interest by the preservation of open-space land as provided in the land-use plan; and

Whereas, the County has determined that the Property meets the applicable criteria for real estate devoted to open-space use as prescribed in Article 4 (§58.1 - 3229 et seq) of Chapter 32 of Title 58.1 of the Code of Virginia, and the standards for classifying such real estate prescribed by the Director of the Virginia Department of Conservation and Recreation; and

Whereas, the County has determined that the provisions of this Agreement meet the requirements and standards prescribed under §58.1-3233 of the Code of Virginia for recorded commitments by landowners not to change an open-space use to a non-qualifying use; and

Whereas, the County has determined the Owner is willing to make a written recorded commitment to preserve and protect the open-space uses of the Property during the term of this Agreement in order for the Property to be taxed on the basis of a use assessment and the Owner has submitted an application for such taxation of the assessing officer of the County pursuant to §58.1-3234 of the Code of Virginia and Amherst County Code Sec 14-56; and

Whereas, the County has determined that the County is willing to extend the tax for the Property on the basis of a use assessment commencing with the next succeeding tax year and continuing for the term of this Agreement in consideration of the Owner's commitment to preserve and protect the open-space uses of the property, and on the condition that the Owner's application is satisfactory and that all other requirements of Article 4, Chapter 32, Title 58.1 of the Code of Virginia and Amherst County Code Sec 14-57 are met.

NOW THEREFORE, in consideration of the recitals and the mutual benefits, covenants and terms herein contained the parties hereby covenant and agree as follows:

1. This Agreement shall apply to all of the following described real estate: Amherst County Tax Map#111 B-1-A.

2. The owner agrees that during the term of this Agreement:

A. There shall be no change in the use or uses of the Property that exist as of the date of this Agreement to any use that would not qualify as an open-space use.

B. There shall be no display of billboards, signs or other advertisements on the property, except to (i) state solely the name of the Owner and the address of the Property; (ii) advertise the sale or lease of the Property; (iii) advertise the sale of goods or services produced pursuant to the permitted use of the Property; or (iv) provide warnings. No sign shall exceed 4' x 4'.

C. There shall be no construction, placement or maintenance of any structure on the Property unless such structure is either:

(1) on the Property as of the date of this Agreement

or

(2) related to and compatible with the open-space uses of the Property which this Agreement is intended to protect or authorize.

D. There shall be no accumulations of trash, garbage, ashes, waste, junk, abandoned property or other unsightly or offensive material on the Property.

E. There shall be no filing, excavating, mining, drilling, removal of topsoil, sand, gravel, rock, minerals or other materials which alters the topography of the Property, except as required in the construction of permissible building structures and features under this Agreement.

F. There shall be no construction or placement of fences, screens, hedges, walls or other similar barriers which materially obstruct the public's view of scenic areas of the Property.

G. There shall be no removal or destruction of trees, shrubs, plants and other vegetation, except that the Owner may:

(1) engage in agricultural, horticultural or cultural activities, provided that there shall be no cutting of trees, other than selective cutting and salvage of dead or dying trees within 100 feet of a scenic river, a scenic highway, a Virginia Byway or public property listed in the approved State Comprehensive Outdoor Recreation Plan (Virginia Outdoors Plan); and

(2) remove vegetation which constitutes a safety, a health or an ecological hazard.

H. There shall be no industrial or commercial activities conducted on the Property, except for the continuation of agricultural, horticultural or cultural activities; or activities that are conducted in a residence or an associated outbuilding such as a garage, smokehouse, small shop or similar structure which is permitted on the property.

I. There shall be no separation or split-off of loss, pieces or parcels from the Property. The Property may be sold or transferred during the term of this Agreement only as the same entire parcel that is the subject of this Agreement; provided, however, that the Owner may grant to a public body or bodies open-space, conservation or historic preservation easements which apply to all or part of the Property.

3. This Agreement shall be effective upon acceptance by the County; provided, however, that the real estate tax for the Property shall not be extended on the basis of its use value until the next succeeding tax year following timely application by the Owner for use assessment and taxation in accordance with Amherst County Code Section 14-57. Thereafter, this Agreement shall remain in effect for a term of (10) (ten consecutive years).

4. Nothing contained herein shall be constructed as giving to the public a right to enter upon or to use the Property or any portion thereof, except as the Owner may otherwise allow, consistent with the provision of this Agreement.

5. The County shall have the right at all reasonable time to enter the Property to determine whether the Owner is complying with the provisions of this Agreement.

6. Nothing in this Agreement shall be construed to create in the public or any member thereof a right to maintain a suit for any damages against the Owner for any violation of this Agreement.

7. Nothing in this Agreement shall be construed to permit the Owner to conduct any activity or to build or maintain any improvement which is otherwise prohibited by law.

8. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby.

9. The provision of this Agreement shall run with the land and be binding upon the parties, their successors, assigns, personal representatives, and heirs.

10. Words of one gender used herein shall include the other gender, and words in the singular shall include words in the plural, whenever the sense requires.

11. This Agreement may be terminated in the manner provided in § 15.2-4314 of the Code of Virginia for withdrawal of land from an agricultural, a forestal or an agricultural and forestal district.

12. Upon termination of this Agreement, the Property shall thereafter be assessed and taxed at its fair market value, regardless of its actual use, unless the County determines otherwise in accordance with applicable law.

13. Upon execution of this Agreement, it shall be recorded with the record of land titles in the Clerk's Office of the Circuit Court of Amherst, Virginia, at the Owner's expense.

14. NOTICE: WHEN THE OPEN-SPACE USE OR USES BY WHICH THE PROPERTY QUALIFIED FOR ASSESSEMENT AND TAXATION ON THE BASIS OF USE CHANGES TO A NONQUALIFYING USE OR USES, OR WHEN THE ZONING FOR THE PROPERTY CHANGES TO A MORE INTENSIVE USE AT THE REQUEST OF THE OWNER, THE PROPERTY, OR SUCH PORTION OF THE PROPERTY WHICH NO LONGER QUALIFIES, SHALL BE SUBJECT TO ROLL-BACK TAXES IN ACCORDANCE WITH §58.1-3237 OF THE CODE OF VIRGINIA. THE OWNER SHALL BE SUBJECT TO ALL OF THE OBLIGATIONS AND LIABILITIES OF SAID CODE SECTION.

Green Leaf Golf Club of Amherst, LLC
A Virginia Limited Liability Company
By: 117 Corp. – A Virginia Corporation
Managing Member

By: [Signature]
Arthur L. Walters, President

STATE OF VIRGINIA
COUNTY OF Arlington, To-wit:



ALENA ARANDA
Commonwealth of Virginia
Notary Public
Commission No. 7666074
My Commission Expires 02/29/2020

I, Alena Aranda, a Notary Public in and for the State and
County aforesaid, do hereby certify that Arthur L. Walters whose name is signed to the
Writing above on behalf of the managing member of Green Leaf Golf Club of Amherst, LLC bearing date
on the 16th of September, 2016, has acknowledged the same before me in my State
aforesaid.

Given under my hand this 16th day of September, 2016.

Alena Aranda
Notary Public

My Commission expires: 02-29-2020

Amherst County
By: [Signature]
Chairman Amherst County Board of Supervisors

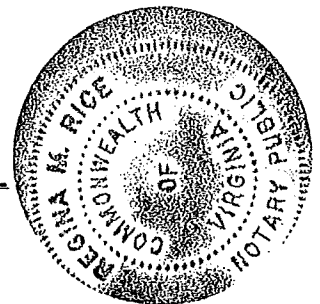
STATE OF VIRGINIA
COUNTY OF Amherst, To-wit:

I, Regina M. Rice, a Notary Public in and for the State and
County aforesaid, do hereby certify that John A. Marks Jr. Chairman Amherst County Board of
Supervisors, whose name is signed to the Writing above bearing date on the 1st
of November, 2016, has acknowledged the same before me in my State aforesaid.

Given under my hand this 1st day of November, 2016.

Regina M. Rice
Notary Public

My Commission expires: NOV 30, 2019
Registration NO. 205667



Accepted as to form:

[Signature]
Ellen Bowyer

County Attorney for the County of Amherst