



BOOK 39
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AMHERST COUNTY
BOARD OF SUPERVISORS

Board of Supervisors

Claudia Tucker, Chair
District 2
Tom Martin, Vice-Chair
District 1
David W. Pugh, Jr., Supervisor
District 4
Chris Adams, Supervisor
District 3
Drew Wade, Supervisor
District 5

MINUTES

January 21, 2025
Administration Building - 153 Washington
Street - Public Meeting Room
Amherst, Virginia 24521
Meeting Convened - 7:00 PM

County Administrator
Jeremy Bryant

County Attorney
Mark Popovich

I. Call to Order

At a regular meeting of the Amherst County Board of Supervisors held on January 21, 2025, at 7:00 p.m., the following members were present:

BOARD OF SUPERVISORS:

Claudia D. Tucker, Chair (via electronic communication - telephone)
Tom Martin, Vice-Chair
David W. Pugh, Jr., Supervisor
Chris Adams, Supervisor (via electronic communication - telephone)
Drew Wade, Supervisor

ABSENT: None

STAFF:

Jeremy S. Bryant, County Administrator
Stacey McBride, Deputy County Administrator/Finance Director
Mark Popovich, County Attorney
Kristen Freeman, Clerk

Vice-Chair Martin called the meeting to order at 7:00 p.m. Supervisor Adams and Chair Tucker desired to attend this meeting by electronic means (telephone call). A quorum of the Board is physically assembled at the central meeting location.

By motion of Vice-Chair Martin and with the following vote, the Board approved Mr. Adam's and Mrs. Tucker's participation in tonight's meeting by electronic means (telephone call), per section 1-5 of the Boards Rules of Procedure and pursuant to VA Code Sections 44-146.17 or 44-146.21, as a result of Mr. Adam's having a business obligation and Mrs. Tucker being ill today.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Adams and Mr. Wade

NAY: None

ABSENT: None

NOTE: All Board of Supervisors' meetings are now being streamed live on Facebook and on YouTube.

II. Approval of Agenda

By motion of Supervisor Pugh and with the following vote, the Board approved the agenda with the amendment of removing Section X. Item C. Agriculture Committee.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Adams and Mr. Wade

NAY: None

ABSENT: None

III. Invocation and Pledge of Allegiance

Vice-Chair Martin led the Invocation and Supervisor Pugh led the Pledge of Allegiance.

IV. Citizen Comment

There was no public comment.

V. Public Hearing

A. Ordinance 2024-6 - Flood Hazard Overlay District

Amending and reenacting §§ 714 of Article VII – Flood Hazard Overlay District (FH), of Appendix A – Zoning and Subdivisions Ordinance to the Code of the County of Amherst, Virginia. The purpose of this ordinance is to update the Flood Insurance Rate Map and Flood Insurance Study dates, definitions, liability disclosure, and Federal Emergency Management Agency (FEMA) formatting requirements. If approved, the map effective date would be February 14, 2025.

The Public Hearing was opened.

Proponents: None

Opponents: None

The Public Hearing was closed.

By motion of Supervisor Wade and with the following vote, the Board approved Ordinance 2024-6 as presented.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Adams and Mr. Wade

NAY: None

ABSENT: None

B. Resolution 2024-11 - Timothy Waldren

A public hearing to consider a resolution for the revocation of Special Exception 2020-380 pursuant to Section 1003.03(11) of the Amherst County Zoning Ordinance. Special Exception 2020-380, with conditions, was previously approved by the Board of Supervisors for a trucking business and is located at Tax Map No. 82-A-15A. The Commission, at their October meeting, tabled the resolution to provide the property owner more time to correct the entrance issues with the Virginia Department of Transportation.

The Planning Commission recommended denial of resolution 2024-11, with a 4-1 vote.

Timothy Waldren addressed the Board stating there are some items that have not be completed and that he is trying to get this to completion.

The Public Hearing was opened.

Proponents: None

Opponents: Mr. Poindexter, Tommy Massie

The Public Hearing was closed.

By motion of Vice-Chair Martin and with the following vote, the Board tabled this item for 90 days

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Adams and Mr. Wade

NAY: None

ABSENT: None

C. Draft Agreement - Winton/County

On December 31, 2018, the Amherst County Board of Supervisors entered into a contract with the owner of Winton Country Club. The contract was titled: "Purchase & Sale Agreement for Non-Residential Real Estate". The Amherst County Board of Supervisors is holding a public hearing and considering terminating the agreement from 2018 and entering into a new agreement with the same owner of the property.

The Public Hearing was opened.

Proponents: None

Opponents: John Marks Jr. (See Attachment 1), David Nash, Lynn Cable, Sam Soghor, Dale Freeman, Barry Lundgren, Laura Lundgren

The Public Hearing was closed.

By motion of Chair Tucker and with the following vote, the Board tabled the item for a future meeting as soon as possible when all members are present and have sought outside counsel to review the current and proposed contracts.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Adams and Mr. Wade

NAY: None

ABSENT: None

VI. Consent Agenda

Supervisor Wade commented on Item B. Letter to Senator Russet Perry - Senate Bill 1274 of the Consent Agenda. Mr. Wade wanted to make known that the intent of the Board is not to attack the Commonwealth Attorney or his office or any Commonwealth Attorney in their office; it is based solely on some information received over the last several months regarding several officers along with a recent news article regarding the nature and purpose of Brady letters. Mr. Wade stated that he cannot speak to the ethical concerns around this and there might be some legal issues related to constitutional laws with the proposed legislation but overall the idea is to provide our men and women in uniform a voice to address accusations that are opposed in Brady letters. Mr. Wade stated that he is not of the opinion that the proposed legislation is the greatest, he believes there are some holes in it but this is going to give our legislators an opportunity to take a look at this and begin those conversations to determine if there is a weakness in our current legislation.

By motion of Supervisor Wade and with the following vote, the Board approved the Consent Agenda for January 21, 2025.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Adams and Mr. Wade

NAY: None

ABSENT: None

A. Minutes - January 7, 2025

It was moved that the Board adopt the minutes of January 7, 2025.

B. Letter to Senator Russet Perry - Senate Bill 1274

It was moved that the Board authorized Chairwoman Tuckers signature on the attached letter that supports proposed Senate Bill 1274.

Supervisor Adams left the meeting at this time, 8:10 pm.

VII. Special Presentation

A. Amherst County Day - President Hutson

Sweet Briar College President, Mary Pope Hutson discussed Amherst County Day on April 5, 2025 and other initiatives.

VIII. County Administrator's Report

A. Agriculture Committee Vacancy

The Board interviewed both Mrs. Creamer and Mr. Harvey.

By motion of Chair Tucker and with the following vote, the Board appointed Mrs. Creamer to serve the remainder of the current vacant term.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, and Mr. Wade

NAY: None

ABSENT: Mr. Adams

IX. County Attorney's Report

The County Attorney had no matter to discuss.

X. Liaison and Committee Reports

A. Emergency Services Council - Chris Adams

Chief Beam reported on the Emergency Services Council on behalf of Supervisor Adams. Mr. Beam stated that the Emergency Services Council continues to do great work and has been meeting monthly, working hard to get the SOGs put together, which was an initiative the Board of Supervisors directed. He reported that the goal is to have those SOGs presented to the Board in February for them to vote on and codify if they so choose. Mr. Beam said it has been a very collaborative effort amongst all the departments to find common ground for what keeps the firefighters safe and makes good operational decisions. Mr. Beam also stated that the Fire and EMS banquet was two weeks ago and he thanked those who were able to attend and participate and that it was a great time celebrating and honoring the men and women who do Fire and EMS, both volunteering and career throughout Amherst County and the work the 911 dispatchers do.

B. Planning Commission - David Pugh

Supervisor Pugh reported that a special exception regarding a sign on Route 60 East at Poplar Church at the last Planning Commission meeting passed unanimously. Mr. Pugh noted that the other item of interest at the last meeting was battery storage. He stated that battery storage is a new item coming up in many counties and areas in Virginia, and the Planning Commission has been discussing it. Mr. Pugh also stated that Mr. Creasy will be bringing an ordinance forward to the Planning Commission in the future to look at.

C. Agriculture Committee - Claudia Tucker

Item removed from agenda by amendment.

XI. Citizen Comment

Bill Spiedel addressed the Board with curiosity if there was a third party that was interested in developing the Winton property and questioned who owns that property for a proposal to be presented to.

David Nash addressed the Board questioning if it had ever been considered to turn the Village of Clifford into a watershed.

Lynn Cable addressed the Board to let the Board know about an event going on with the Amherst Glebe Arts Response called Exploring and Homegoing in Amherst County.

XII. Matters from Members of the Board of Supervisors

Chair Tucker had no matter to discuss.

Vice-Chair Martin had no matter to discuss.

Supervisor Pugh had no matter to discuss.

Supervisor Wade had no matter to discuss.

XIII. Adjournment

By motion of Supervisor Wade and with the following vote, the Board adjourned at 8:43 pm.

AYE: Mrs. Tucker, Mr. Martin, Mr. Pugh, Mr. Wade

NAY: None

ABSENT: Mr. Adams



Claudia D. Tucker, Chair
Amherst County Board of Supervisors



Jeremy Bryant, County Administrator

January 21st, 2025, Presentation to Amherst County Board of
Supervisors Regarding Proposed "AGREEMENT TO TERMINATE
PURCHASE & SALE AGREEMENT FOR NON-RESIDENTIAL REAL
ESTATE, Winton Country Club

My name is John A. Marks, Jr and I reside at 225 Clark Street,
Madison Heights, VA. 24572.

I am here tonight to speak against the Termination Agreement
proposed by the Board of Supervisors. This public hearing is actually
about the disposition of public property but the proposed document
does not specifically identify the property, the 70 acres comprising
the Golf Course at Winton Country Club.

According to the 2018 agreement (Para 10.c) the County was to
receive back from Waukeshaw 70 acres (The Fairground Tract) of the
golf course in fee simple. Based on that agreement the County
owns those 70 acres; it becomes public property. Under the
proposed Termination Agreement, the County is basically donating
the 70 acres to a private for profit developer. Two points: 1. I would
question if that is even legal, can the County do that? 2. When
Boards dispose of public property they are required to hold a Public
Hearing regarding the property. This Termination Agreement does
not specifically address the disposition of public property, the 70
acres, and I would also question if that is legal.

Regarding the 2018 sale of the Winton Country Club and the
proposed "Agreement to Terminate" the kindness thing I can say is
both are a travesty, from a functional and financial standpoint. In
the original agreement the county sold property whose assessed

value was \$2,048,400 for \$800,000. According to information received by a FOIA request \$489,000 (61%) of the proceeds from the sale of Winton Country Club was used to pay off bank loans encumbered by the Winton Country Club organization. This indebtedness was not the responsibility of Amherst County taxpayers, but apparently the county chose to pay off these loans with taxpayer money from the sale. When all was said and done, taxpayers realized \$264,712.20 from the sale of Winton Country Club. Let me say that another way. Amherst County sold the Winton Country Club for \$264,712.20. This proposed agreement only perpetuates this travesty.

So why would the county agree to sell property assessed at \$2,048,400 for \$800,000? Because the benefits cited in the 2018 agreement anticipated development of the property that would be of benefit to the County; in terms of increase of commerce, increase of tax revenues, preservation of historical features and open-space land. So, if the sale agreement is terminated all these benefits go away, and I would contend that Wakukeshaw would owe the County the difference between the assessed value of \$2,048,400 and \$800,000 or \$1,248,000.

I think it is abundantly clear that the County made a horrible mistake in 2018 when it sold Winton Country Club. This proposed Termination Agreement contains some of the same problems associated with the original agreement. For example, neither agreement contains language that provides for enforcement provisions, consequently the County has no way to enforce performance of commitments or take remedial action.

Therefore, I would propose that before acting on this proposed "Termination Agreement" the County issue a request for proposals seeking outside legal counsel to review both the 2018 agreement and the proposed Termination Agreement and offer their recommendations as to the best course forward for Amherst County.

STONEWALL TECHNOLOGIES, INC FIELD DATA SHEET AMHERST 010524
Map No 66 A 97 WINTON FARM LLC

Acct.No. 15003 245 E BANK ST
R# 4014
Acreage 281.960 Class 4 PETERSBURG VA238033
CLIFFORD ON RT 151 & PRICE 800000- 1DT 2/07/2019
RT 736 DB- WB-
66 A 97 INSTRUMENT-DE 0019 0000377 00
Exterior Interior TEMPERANCE W
Found.CINDERBLOCK No.Rms. 0 Walls DRYWALL PLASTER
Wall BRICK FRAME Bds.Rms. 0 AC:YHeat H. WATER Basm't NONE %Fin. %
Roof Type GABLE No.Baths 0 Fireplace 2 S- 1 I- Garage NONE Car Port NONE No.Cars
Roofing METAL No.1/2 Bths 0 Gas FPs Flue BLT.In Garage No.Cars FUEL:OIL
PATRICK HENRY'S MOTHERS HOME

OTHER IMPROVEMENTS					OTDES-				
Description	Size	Cnd	Rate	Dpr%	Total Value	R/W	PUBLIC	Water WELL	Gas N
TOTAL IMPROVEMENTS					532958	PAVED	Sewer	SEPTIC	Elect.Y
						UTILITY VALUE-			
						Char.ROLLING/SLOPING			
LAND USE & VALUE									
TYPE	No. Acres	Price	Adj	Value					
COMMERCIAL	28.2	10000	20-	225600					
OTHER	178.76	5000	20-	715040					
WOODED	75	3000	50-	112500					

MIN UND DEV-			MIN NOT UND DEV-			Front	Depth	Area	Unit	Rate	Value
</											

599 PATRICK HENRY HWY GRANTOR:AMHERST COUNTY

Prior Ownership: AMHERST COUNTY

2/07/2019 491,000

08 AMH AMHERST
Rec# 4014 1 Map# 66
Acct# 15003

Property Card Inquiry
A 97
Back Of Card

TEMPERANCE
Prorate Date:
Legal Mod Date:
Bk Ref:

Grantor: AMHERST COUNTY
Ownership:
WINTON FARM LLC

Instr#:
Deed/Will Bk/S Date Consid Mult
0000 2/07/2019 800000 1
0000

245 E BANK ST

Plat : 4 0004
Inst #: DE 0019 0000377
Census Tract:

PETERSBURG VA 23803 3321

Legal Desc: CLIFFORD ON RT 151 &
RT 736

User Defined Fl W
WATERSHED PROP

Acreage: 281.960

Year	Min Val	Mk+Ld Val	Land Use	Impv Val	Total Value
2020		1053100		995300	2048400

Comments:

Prop Use: 000000
Date of: Last Chg Addr Chg Value Chg
1/05/2024 12/17/2021 1/01/2020

Enter Next Screen F1 Return to Search F3 Exit F12 Next Record F24 More Keys



COUNTY OF AMHERST



OFFICE OF THE FOIA OFFICER

TELEPHONE (434) 946-9415

FAX (434) 946-9370

AMHERST COUNTY ADMINISTRATION BUILDING
153 WASHINGTON STREET
P. O. Box 390
AMHERST, VIRGINIA 24521

February 13, 2024

Dear Mr. Marks,

This office is in receipt of your request for records made in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.). You have requested

1. **Records indicating how the \$800,000 cash payment from Waukeshaw Development was dispersed.**
Please see the document attached to this email.
2. **Records indicating that Waukeshaw Development has conveyed approximately 70 acres to the county for use as a fairground as well as other community events.** This portion of the agreement has not been executed yet so there are no records pertaining to this request.
3. **Records indicating that Waukeshaw Development has conveyed a Conservation easement to the county on approximately 250 acres for preservation of outdoor recreation.** This portion of the agreement has not been executed yet so there are no records pertaining to this request.
4. **Records that confirm the Historic Manor House is being preserved in accordance with federal requirements in partnership with the Sarah Henry Preservation Society.** This office does not hold these records.
5. **Records that confirm that county is doing whatever is necessary to assure the Winton Dam is compliant with the Dam Safety Act.** Amherst County has no responsibility for this dam and therefore has no records of any maintenance of the dam.

Sincerely,

Joy L. Niehaus

Winton Sale

Cash received for sale \$ 802,730.67

Payments made from proceeds

Western Equipment Financial

\$ 17,342.24

Cornerstone Bank

174,054.94

Cornerstone Bank

50,281.24

Bank of the James

246,489.51

Univest Capital Inc.

1,818.78

Clerk of Circuit Court

3,244.67

Treasurer - real estate taxes

17,557.68

Treasurer - real estate taxes

2,604.60

Hurt & Proffitt

2,113.00

Hurt & Proffitt

1,987.00

Hurt & Proffitt

800.00

Hurt & Proffitt

25,225.00

Hurt & Proffitt

6,000.00

Treasurer - real estate taxes

676.32

Treasurer - real estate taxes

5,063.45

Hurt & Proffitt

10,780.00

Hurt & Proffitt

4,620.00

Hurt & Proffitt

2,130.00

Hurt & Proffitt

4,080.00

Hurt & Proffitt

2,040.00

\$ (578,908.43)

Contribution received from Winton Golf

\$ 39,076.51

Remaining Winton sale proceeds

\$ 262,898.75

Reserve

\$ 264,712.20

Need to reduce reserve by

\$ 1,813.45

\$489,986.71

\$20,162.28

\$5139.77

59,775.00

To: Jeremy Bryant, Amherst County Administrator; Amherst County
Board of Supervisors

CC: J. Faulconer, Amherst New Era Progress

Subject: Questions/Concerns Related to Winton Country Club Sale

Date: December 30, 2024

December 18, 2024, will mark 6 years since the Board of Supervisors agreed to sell Winton Country Club to Wakukeshaw Development, Inc. On February 6th, 2024, I addressed the Board of Supervisors, at which time I Presented a FOIA request identifying five commitments made in the contract authorizing the sale of Winton Country Club and requested records that confirmed the satisfactory completion of those commitments. Since that time, I have met with the County Administrator on two occasions and exchanged emails concerning this matter. According to the Board of Supervisors' meetings agendas there have been several closed sessions discussing the situation regarding the Winton Country Club sale.

While some of the FOIA requests have been satisfied there are some important issues still outstanding after 6 years. Recently I decided to review the sale agreement for Winton Country Club to evaluate what it would require to literally comply with the commitments made in the contract and identify what I see as issues, and perhaps obstacles, to assuring literal compliance with contract commitments. Please see the attached document for those comments.

I understand there will be a public hearing on January 21, 2025 concerning a proposed agreement to Terminate the Purchase and Sale Agreement related to the Winton property. Since a copy of the proposed agreement will not be available for public review until January 16, 2025, I am not sure what the specific goals of this public hearing are, but hopefully the attached comments will provide some assistance in achieving what the county is attempting to achieve. But one thing I feel certain of is that there can be no termination of the contract until all commitments are satisfied.

John A. Marks, Jr.

Attachment to Questions/Concerns Letter Regarding the Winton
Country Club Sale Agreement

December 30th, 2024

1. The public hearing scheduled for January 21, 2025 is on the question of whether to terminate the agreement relating to Winton. Paragraph 14 of the agreement is quoted here.
“Ultimate Uses. The following descriptions will guide the parties’ relationship and use of the property for the next 10 years, after which this agreement shall be fulfilled and terminated.” As of December 18, 2024, six of the 10 years will have passed, leaving only four years remaining on the contract. It is clear that the agreement can be terminated only after all its terms have been fulfilled. It does not appear that all the terms have been fulfilled so it is premature to discuss termination. The County should give the agreement its full attention until all the remaining provisions are fulfilled and then address the question of termination. The following are some of the issues that should be addressed.
2. Why does the Purchase and Sale Agreement show a “Final” date in the upper left-hand corner of 1/7/19 and an entry date of 12/31/18?
3. Has the property been subdivided in accordance with paragraph 10 of the agreement? If so, did the County pay for “the plat of survey” as paragraph 9 says it will? If it did -why? If it has not been subdivided, why?
4. Paragraph 10 discusses Conservation Easements but provides no reference to the State Code or any federal regulations regarding the referenced conservation easements. That same

type of situation exists with paragraph 14.a relative to the Historic Manor House, which states “The Historic Manor House shall be preserved in accordance with federal requirements-----.” We all know how that worked out.

According to research by the Building Inspector, in a situation such as this there are no federal requirements for maintaining the Manor House. So, that begs the question of what are the requirements related to the Conservation Easements? There should be some specific reference to the applicable codes.

5. Paragraph 10.b has some interesting points.

- a. What is meant by the term “following closing on this agreement”? Does this mean closing on the “Purchase and Sale Agreement for Non-Residential Real Estate”, dated “Final 1/7/19”? or what?
- b. Why does the agreement provide that purchaser is first transferring the Fairgrounds to the County as an open space easement and then by fee simple? And why does the agreement identify a limit on how early the transfer can occur but no deadline for when it must occur? Has the transfer occurred? If not, why not?
- c. Interesting how the words “will” and “shall” are used in Paragraph 10. I was under the impression that in contract language the word “shall” was used when it was intended to mean the subject in question required mandatory compliance. Like in 10.b, why not use the phrase “the Purchaser “shall “ convey an open space -----, rather than “will” convey an open-space--.

6. Paragraph 14.c has a lot of items that need to be cleared up. I am copying the entire paragraph so it can be used as reference to my comments.

“County Fairgrounds. Approximately 70 acres shall be set aside as a fairground or large event venue for the County. The County shall permit the Purchaser to use the Property as a golf course for two years, except during those periods when it is in other use as part of the County Fair. Beyond two years, the Purchaser may continue to use the fairgrounds as a golf course as the parties may agree with the intent that the property be in some form of continuous economic use consistent with the requirements of the conservation easement.”

- a. Regarding the 70 acres it is ludicrous to think that this piece of property can be used interchangeably as a golf course and a fairground. Golf courses are highly engineered sites that require continuous maintenance. Imagine what damage several days' usage as a fairground would do to such a site, rendering it unusable as a golf course for who knows what period of time. According to paragraph 10.d “the County shall bear all costs associated with the conversion of the use of the Fairgrounds Tract from golf course use to County fairgrounds use.” No mention of converting the Fairgrounds back to golf course. Why?
- b. Regarding the County permitting the Purchaser to use the property as a golf course for two years leaves undefined when does the two year time period start and end and who makes that decision?

- c. After two years the Purchaser may continue to use the 70 acres as a golf course as the parties may agree. Who are the parties, the County and the Purchaser? Also, item 14.f states that the Purchaser shall endeavor to operate the property as an 18 hole golf course. However, it is clear that the Purchaser makes the decision as to whether the golf course is on a sound financial condition and does not unduly burden the Purchaser's other business ventures on the property. So, what if the Purchaser decides the golf course is no longer financially viable or is unduly burdening some of his other businesses' ventures on the property? Apparently, he has the sole right to make that decision. Who/what controls what happens next?
- d. The contract states in paragraph 14.c that the 70 acres is set aside for use as "a fairground" or "large event venue" for the County. The next sentence states "The County shall permit the Purchaser to use the Property as a golf course for two years, except during those periods when it is in other use as part of the County fair." Notice the statement leaves out the words "large event venue for the County." The sentence should read "when it is in other use as part of the County Fair or large event venue for the County."
- e. If the golf course is supposed to become the "Fairgrounds" and the Fairgrounds per paragraph 10 are supposed to be conveyed to the County, why is there an open-ended "obligation" on the Purchaser to "continue employment of the property as an 18-hole golf course..." Unless such operation "unduly burdens" Purchaser's other business

ops?” Is the County supposed to eventually own the golf course/Fairgrounds? This confusion is increased by the following. “Recitals” on page 1 of the contract states “WHEREAS, the County is the owner of that certain real property know as the Winton Country Club (the [“]Property[”]), Amherst County.....”. Note “the Property” is identified as the Winton Country Club. Paragraph 14.c states “The County shall permit the Purchaser to use the Property as a golf course for two years, except during those periods when it is in other use as part of the County Fair. Beyond two years, the Purchaser may continue to use the fairgrounds as a golf course as the parties may agree.....” Note the “County shall permit the Purchaser to use the Property (Winton Country Club) as a golf course....” As previously stated, this is very confusing.

7. Why did the County Administrator sign this agreement? This agreement is between the Board of Supervisors and the Purchaser? Should the Chair of the Board of Supervisors have signed the agreement?
8. Under the heading of “It makes no sense to do this” are the following items.
 - a. Why would the County agree to do water studies for some one else’s property?
 - b. Why would the County agree to, at its cost, carry out a Phase I Environmental Site Assessment on the golf course area of the property?
 - c. Why would the County assume the responsibility for the Winton Dam?

9. Paragraph 12. Utilities: item 12.a heading is Water & Sewer, however, the paragraph only talks about water, no mention of Sewer.

John A. Marks, Jr.