

APPENDIX 2

LETTERS OF RECORD

**WOH DRAFT
AUGUST 30, 2011**

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made as of the ___ day of _____, 2011 by and between **TUCK EASTSIDE PARTNERS, L.P.**, having an address of 34 Salisbury Road, Darien, CT 06820 ("Licensee") and **RT FROMM REALTY, LLC**, having an address of 2 Saunders Street, Hastings, New York 10706 ("Licensor") (Licensee and Licensor may be referred to herein as the "Parties" and each individually a "Party").

WITNESSETH

WHEREAS, the Licensor is the fee owner of certain real property and the improvements thereon located on Fromm Road in the Town of Windham, Greene County, and having a tax map number of 95.00-1-93 (hereinafter referred to as the "Property"); and

WHEREAS, Licensee, in connection with the Windham Mountain Sporting Club Project located on real property abutting the Property, will be generating excess soil and rock that requires disposal outside of Licensee's project site; and

WHEREAS, Licensee desires and Licensor is willing to permit Licensee to access the Property for the purposes of depositing soil and rock on the Property, in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, the Parties hereby grant, covenant and agree as follows:

1. Grant. Licensor hereby grants Licensee, and Licensee's employees, subcontractors, agents, consultants and other invitees (including without limitation, any applicable governmental representatives required to inspect Licensee's compliance with any and all permits, licenses, or approvals in connection with any of Licensee's activities undertaken on the Property), an irrevocable license and right to enter upon the Property for the purpose of (i) depositing clean soil and rock (the "Depositing") in the areas designated on Exhibit A, attached hereto and made a part hereof (the "Fill Area"); and (ii) grading and stabilizing, including planting permanent vegetation of grass seed and mulch in the Fill Area (the "Stabilization") (the Depositing, Stabilization and ingress and egress to the Fill Area for the purposes of completing same shall be collectively referred to as the "License"). This License, the Depositing of soil and rock and Stabilization shall be at no cost to Licensee whatsoever. Except as expressly set forth herein, each Party shall be responsible for its own cost and expense in entering into this License and satisfying the Party's respective obligations hereunder. Nothing herein shall create any obligation upon Licensee to undertake any or all of the activities comprising the License but shall merely evidence Licensor's right to do so, and Licensor expressly acknowledges that no such obligations shall be express or implied herein.

**WOH DRAFT
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2. Term. The term of this Agreement (the "Term") shall commence upon the date first written above, and continue for a term of five (5) years. Licensee may at its option at any time during the Term, terminate this Agreement, upon ten (10) days' written notice to Licensor.

3. Permits. Licensee shall be responsible for obtaining and maintaining, throughout the Term, any and all permits, licenses, or other approvals required by any applicable governmental agency required in connection with Licensee's undertaking of the activities comprising the License, including without limitation, preparation, at Licensee's cost and expense, of all engineering plans associated with the activities comprising the License or required for the Windham Planning Board Site Plan Review or other governmental approvals. Licensee shall be wholly responsible for the costs of all such permits, licenses and approvals. Licensor hereby authorizes Licensee to apply for and obtain any and all such permits, licenses and approvals necessary to undertake the activities comprising the License, and execute such applications on Licensor's behalf.

4. Insurance. Licensee, as a material part of the consideration to be rendered to Licensor, shall obtain and maintain throughout the Term of this Agreement, general liability insurance covering Licensee, its employees, subcontractors, agents and consultants activities on the Property with coverage in the amount of not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall name Licensor as an additional insured.

5. Alterations. Notwithstanding anything herein to the contrary, Licensor agrees that Licensor shall not disturb any of the Fill Area, including without limitation any digging, grading or removing of vegetation until a "Notice of Termination", relating to the Depositing and Stabilization, has been filed by Licensee in accordance with applicable regulations of the New York State Department of Environmental Conservation ("NYSDEC") and Licensee has received a final sign-off from NYSDEC with respect to the activities that comprise the License. Licensee will provide prompt notice of the NYSDEC sign-off once obtained. This Section 5 shall survive expiration or earlier termination of this License and continue until such condition has been fulfilled. Licensee represents and covenants that it will use reasonable efforts to seek and obtain NYSDEC sign-off and remove this condition as soon as reasonably practical after completion of the Stabilization.

6. Benefit/Burden. This License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns, including without limitation all subsequent owners during the Term of the License.

7. Quiet Enjoyment. The Licensor covenants that at all times during the Term of this License, so long as Licensee is not in default hereunder, Licensee's use of the Property, pursuant to the terms and conditions herein, shall not be disturbed or impaired by any act of the Licensor, or of anyone acting by, through, or under the Licensor. Licensor shall not interfere with Licensee's use of the Property in any manner whatsoever, nor shall the Licensor prohibit Licensee access to the Property.

**WOH DRAFT
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8. Licensor's Representations. Licensor represents and warrants to Licensee that:

(i) Licensor is the record owner of fee simple title to the Property, and Licensor is not aware of any other conditions affecting or restrictions on title to the Property which would in any way interfere with any intended use of the Property by Licensee. Licensor is not in default under or in violation of the terms of any Property restriction on title. No third party consent or approval is required to permit Licensor to enter into this Agreement.

(ii) Licensor has received no official notice of violations of law or municipal ordinances, orders or requirements now existing with respect to the Property or any improvements thereon, and to the best of its knowledge, there are none.

9. Notices. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth in the introductory paragraph of this Agreement. Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. mail, (b) a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier, or (c) when delivered if sent by personal delivery, all to the addresses set forth in the introductory paragraph of this Agreement. The above addresses may be changed by written notice to the other party; provided that no notice of a change of address shall be effective until actual receipt of such notice. Notices may be given by parties' counsel with the same force and effect as if given by the party itself.

10. Default. In the event that any Party to this Agreement shall default in its obligations hereunder, the other Party shall have the right to institute an action for specific performance, declaratory relief or injunctive relief.

11. Miscellaneous.

(a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(b) This Agreement shall be construed in accordance with the laws of the State of New York without regard to the conflict at laws principles thereof.

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(c) The article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

(d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint ventures or render either of said parties liable for the debts or obligations of the other.

(e) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by the parties hereto. This Agreement shall not be otherwise amended, modified or terminated during the term hereof.

(f) This Agreement may be signed in any number of counterparts, by facsimile or otherwise, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.


(g) At Licensee's option, the Parties shall sign a memorandum of License, in recordable form which may be recorded, at licensee's sole cost and expense.

(Signature Page Follows)

**WOH DRAFT
AUGUST 30, 2011**

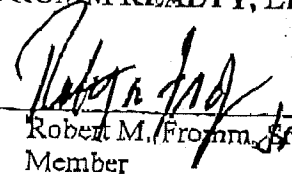
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

TUCK EASTSIDE PARTNERS, L.P.



By: *Thomas Wilcock*
Its: *Managing Partner of Tuck Eastside GP, LLC
Manager of Tuck Eastside Partners, LP*

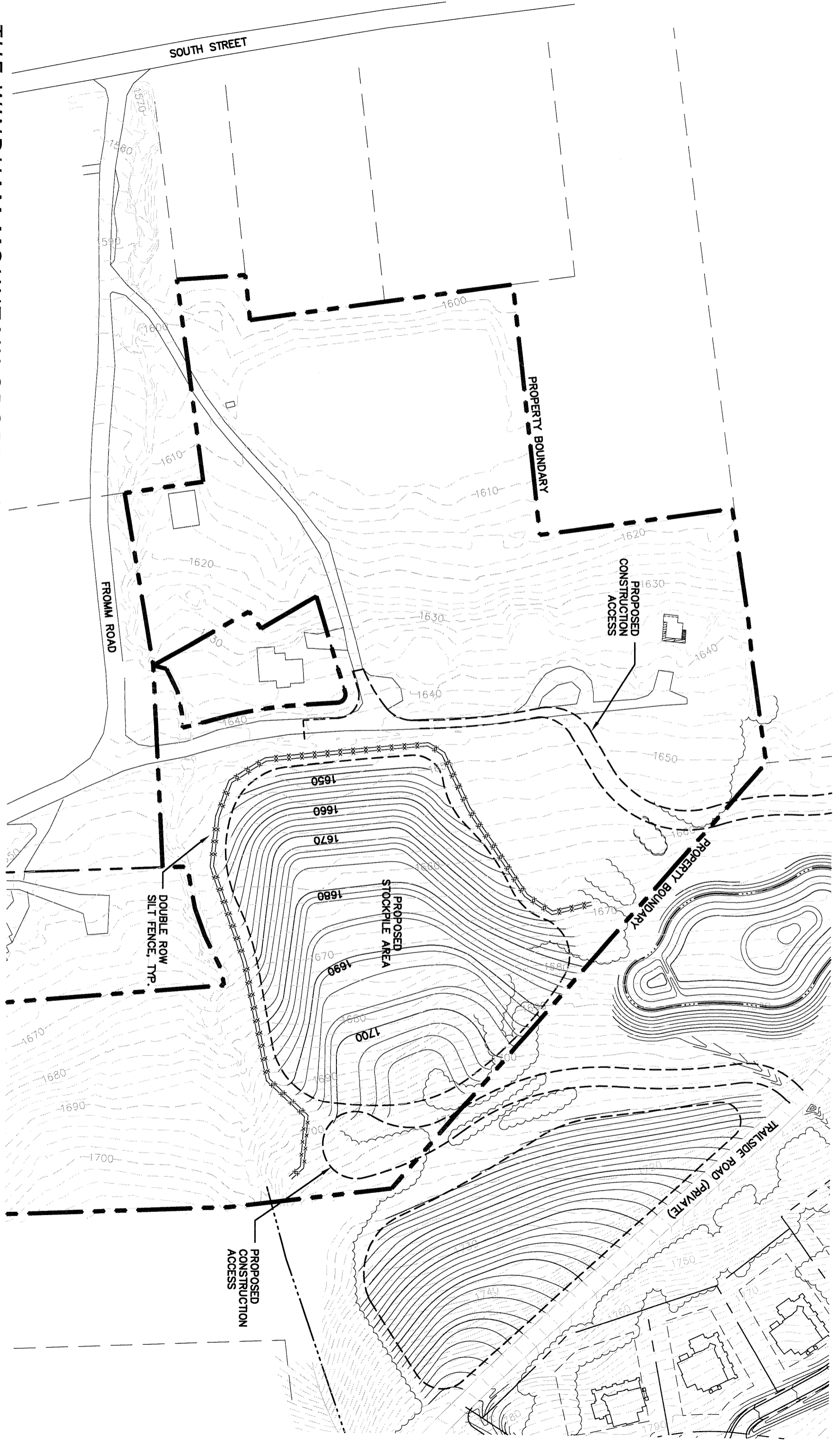
RT FROMM REALTY, LLC

 *12/13/11*
By: *Robert M. Fromm, Jr.*
Its: *Member*

**WOH DRAFT
AUGUST 30, 2011**

Schedule A

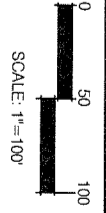
Depiction of the Fill Area



THE WINDHAM MOUNTAIN SPORTING CLUB

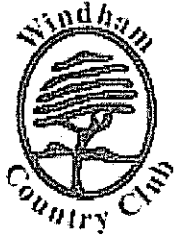
Greene County, NY Tuck Eastside Partners, L.P.

NOV. 15, 2011



the LA Group
Landscape Architecture
and Engineering, PC
www.laingroup.com

Exhibit A



WINDHAM COUNTRY CLUB

36 South Street
Windham New York, 12496
(518) 734-9910
www.Windhamcountryclub.com
email: info@windhamcountryclub.com

Board of Directors:

Russell Parry,
President

Eric Goettsche,
Vice President

Michael Reynolds,
Secretary

Steven Lenseth,
Treasurer

Karl Anis

Maryann Cariello

Hugh Casey

Cathy Condon Faguhey

John T. Driscoll

Dorothea Kracke

Peter Martucci

Chris Mattiace

PGA Professional:
Brian Lowe

Superintendent:
Randy Tuttle

October 24, 2011

Darrin Elsom, PE
Kaaterskill Associates
517 Main Street
PO Box 1020
Cairo, NY 12413

Dear Darrin,

This letter will confirm our recent discussions regarding availability of clean fill from your proposed Windham Mountain Sporting Club.

As you know, the flooding attendant to tropical storm Irene caused significant damage to the Windham Country Club. We are still assessing restoration options but it is likely that we will need considerable volumes of clean fill over the next few years to restore portions of several golf holes, including Hole 4 that was essentially washed away.

We look forward to working with you to productively utilize any excess fill you may need to dispose of offsite.

Sincerely,

Russell Parry
President

Tom

TOWN OF WINDHAM

371 State Route 296
P.O. BOX 96
HENSONVILLE, NY 12439
(518) 734-4170 Fax (518) 734-6058

STEPHEN J. WALKER, SUPERVISOR
ROBERT J. PELHAM, COUNCILMAN
KARL GONZALEZ, COUNCILMAN

WAYNE E. VAN VALIN, COUNCILMAN
DONALD E. MURRAY, COUNCILMAN
CAROLYN J. GARVEY, TOWN CLERK

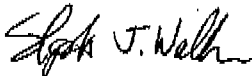
April 6, 2011

To: All Windham Planning Board members:

Re: Water Supply for Proposed Development Projects

The Town Board has been approached by one or more property owners along South Street (Co. Rte. 12) regarding obtaining access to the public water system for developments under consideration near and in the vicinity of Windham Mountain. It is the Town Board's plan to take whatever steps are necessary to ensure that there is an adequate water supply for the foreseeable development in the South Street (Co. Rte. 12) area. As part of our SEQRA Findings on the Generic Environmental Impact Statement, the Town Board determined that the construction of new residential units in the vicinity of South Street (Co. Rte. 12) is a critical component to the sustainability of our community. Improvements need to be made to the existing water supply systems in order to ensure capacity to meet the anticipated development. The Town Board has commissioned a Supplemental Generic Environmental Impact Statement to develop a comprehensive plan for consolidating existing public and private water supplies within that area, interconnecting those supplies and thus significantly increasing the capacity of the overall water supply. The Town Board anticipates raising significant portions of the capital necessary for the project from the developers implementing these projects. The Planning Board should assume that South Street Projects (County Route 12) will have access to public water as it becomes available.

Respectfully,



Stephen J. Walker
Town Supervisor

TOWN OF WINDHAM

371 State Route 296
P.O. BOX 96
HENSONVILLE, NY 12439
(518) 734-4170 Fax (518) 734-6058

STEPHEN J. WALKER, SUPERVISOR
ROBERT J. PELHAM, COUNCILMAN
KARL GONZALEZ, COUNCILMAN

WAYNE E. VAN VALIN, COUNCILMAN
DONALD E. MURRAY, COUNCILMAN
CAROLYN J. GARVEY, TOWN CLERK

February 10, 2012

John Feingold
AKRF
440 Park Avenue South
7TH Floor
New York, NY 10016

Re: Windham Mountain Sporting Club
Letters of Service Request

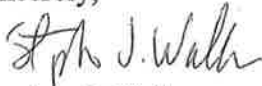
Dear Mr. Feingold:

We recently received correspondence from you requesting our confirmation that various municipal departments within the Town of Windham have a willingness to serve the proposed Windham Mountain Sporting Club development project. On behalf of the Windham Town Board I can confirm that the Police and EMS Departments have a willingness to serve this proposed project.

As the project advances through the SEQR permitting process the Town Board will communicate with the development team and the Windham Planning Board regarding potential impacts and mitigation strategies involving any of these Departments.

Please call me if you have any questions or require further information regarding this subject.

Sincerely,



Stephen J. Walker
Supervisor

C: Town Board
Town Planning Board

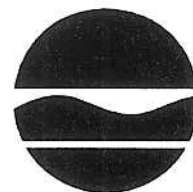
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Fish, Wildlife & Marine Resources

New York Natural Heritage Program

625 Broadway, Albany, New York 12233-4757

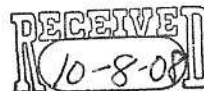
Phone: (518) 402-8935 • FAX: (518) 402-8925



Alexander B. Grannis
Commissioner

October 6, 2008

Megan Caves
terrestrial Environmental Specialists, Inc
23 County Rte 6, Suite A
Phoenix, NY 13135



Dear Ms. Caves:

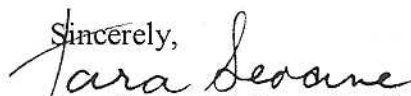
In response to your recent request, we have reviewed the New York Natural Heritage Program database with respect to an Environmental Assessment for the proposed Feasibility Study of 450-Acres, Project 3406, area as indicated on the map you provided, located in the Town of Windham, Greene County.

We have no records of known occurrences of rare or state-listed animals or plants, significant natural communities, or other significant habitats, on or in the immediate vicinity of your site.

The absence of data does not necessarily mean that rare or state-listed species, natural communities or other significant habitats do not exist on or adjacent to the proposed site. Rather, our files currently do not contain any information which indicates their presence. For most sites, comprehensive field surveys have not been conducted. For these reasons, we cannot provide a definitive statement on the presence or absence of rare or state-listed species, or of significant natural communities. This information should not be substituted for on-site surveys that may be required for environmental assessment.

Our databases are continually growing as records are added and updated. If this proposed project is still under development one year from now, we recommend that you contact us again so that we may update this response with the most current information.

This response applies only to known occurrences of rare or state-listed animals and plants, significant natural communities and other significant habitats maintained in the Natural Heritage Data bases. Your project may require additional review or permits; for information regarding other permits that may be required under state law for regulated areas or activities (e.g., regulated wetlands), please contact the appropriate NYS DEC Regional Office, Division of Environmental Permits, at the enclosed address.

Sincerely,

Tara Seoane, Information Services
NY Natural Heritage Program

Enc.
cc:



New York State Office of Parks, Recreation and Historic Preservation

Historic Preservation Field Services Bureau • Peebles Island, PO Box 189, Waterford, New York 12188-0189

518-237-8643

www.nysparks.com

RECEIVED

FEB 13 2012

DELAWARE ENGINEERING

Andrew M. Cuomo
Governor

Rose Harvey
Commissioner

February 08, 2012

Mary Beth Bianconi
Delaware Engineering, PC
28 Madison Ave. Extension
Albany, New York 12203

Re: DEC
Windham Mountain Sporting Club
WINDHAM, Greene County
10PR01623

Dear Ms. Bianconi:

Thank you for requesting the comments of the Field Services Bureau of the Office of Parks, Recreation and Historic Preservation (OPRHP). We have reviewed the project in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). These comments are those of the Field Services Bureau and relate only to Historic/Cultural resources. They do not include potential environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the State Environmental Quality Review Act (New York Environmental Conservation Law Article 8) and its implementing regulations (6 NYCRR Part 617).

Based upon this review, it is the OPRHP's opinion that your project will have No Impact upon cultural resources in or eligible for inclusion in the State and National Register of Historic Places.

If further correspondence is required regarding this project, please be sure to refer to the OPRHP Project Review (PR) number noted above.

Sincerely,

Ruth L. Pierpont
Deputy Commissioner for Historic Preservation