

AGREEMENT: UNDERGROUND SHOOTING RANGE

THIS AGREEMENT (“Agreement”) is made as of the 3rd day of February, 2015 between Silo Ridge Ventures, LLC (“SRV”) and Amenia Fish and Game Club, Inc. (“AFGC”).

RECITALS:

WHEREAS, SRV is developing the mixed-use resort community known as the “Silo Ridge Field Club” on the property on Route 22 in the Town of Amenia (the “Town”) formerly used as the Silo Ridge Golf Course, and designated on the Town of Amenia Tax Map as Parcel Nos. 7066-00-732810, 7066-00-860725, 7066-00-742300, 7066-00-670717, 7067-00-709177, 7066-00-628133, and part of 7066-00-870350 (the “Silo Ridge Site”). The Silo Ridge Field Club will include single family attached and detached residences, as well as a golf course and outdoor recreational facilities; and

WHEREAS, AFGC owns the parcel of land on Route 22 in the Town adjoining a portion of the easterly boundary of the Silo Ridge Site and designated on the Town of Amenia Tax Map as Parcel No. 132000-7066-00-854868-0000 (the “AFGC Property”); and

WHEREAS, the AFGC Property is lawfully used as a recreational sportsman’s club, with an outdoor shooting range (the “Existing Range”); and

WHEREAS, SRV has expressed concern about the compatibility of the Existing Range with the uses at the Silo Ridge Field Club, and in response, AFGC has expressed its willingness to permanently discontinue use of the Existing Range (except for the provisions of Paragraph Number 2 below) provided SRV, at its expense, constructs a new underground shooting range (the “Underground Range”) at the AFGC Property; and

WHEREAS, SRV and AFGC have reached the following understandings regarding the construction by SRV of the Underground Range:

1. Provided
 - (a) the Town of Amenia Planning Board grants amended special permit/master development plan approval, site plan approval, and subdivision approval (collectively, the “Approvals”) permitting the development of the Silo Ridge Field Club;
 - (b) the terms and conditions of the Approvals are acceptable to SRV, in its sole discretion, and
 - (c) the Approvals are “final” (which for purposes of this Agreement means that all statues of limitation for judicial review of the Approvals have expired and no proceeding has been commenced, or, if commenced, has been finally determined in favor of SRV, without possibility of further appeal),

then SRV and AFGC shall enter into a Standard Form of Agreement Between Owner and Design-Builder (AIA document a141-2004) in the form attached to this Agreement as Exhibit 1 (the “Design-Build Agreement”), pursuant to which SRV shall, at its cost and expense, construct the Underground Range in accordance with the plans and specifications prepared by Rennia Engineering Design, PLLC, and approved by the parties that are attached to this Agreement as Exhibit 2 (the “Plans”) and within six (6) months after commencement, subject to unavoidable delay, including, without limitation, delay, obstruction or interference resulting from: (a) an act of God (but not including reasonably anticipated weather conditions), lightning, earthquake, fire, explosion, or flood; (b) a restraint of law (e.g., injunctions, court or administrative orders, or legal moratorium imposed by a court, or administrative or governmental authority); (c) the failure of any utility or governmental entity to provide and maintain utilities, services, water and sewer lines and power transmission lines to the AFGC Property, which are required for the construction of the Underground Range; (d) strikes, work stoppages or other substantial labor disputes; and (e) the failure or inability of any contractor, subcontractor or supplier to furnish supplies or services if such failure could not have been reasonably prevented and the affected party cannot reasonably obtain substitutes therefor.

2. Upon completion of construction of the Underground Range (as evidenced by the issuance by the Town of a certificate of completion, or certificate of occupancy), AFGC shall permanently discontinue the use and operation of the Existing Range for shooting of any type, except for the 50-yard range, which will remain open for use from 3 p.m. to 7 p.m. on Tuesdays, Wednesdays and Thursdays, for rim fire cartridges only.
3. Notwithstanding anything to the contrary in this Agreement, SRV shall be solely liable for:
 - (a) all labor and materials costs incurred in connection with the construction of the Underground Range;
 - (b) all Town building permit fees, and fees, if any, for review of the Plans by the Town Engineer; and
 - (c) all costs of Town Building Department inspections.
4. In conjunction with the construction of the Underground Range, SRV shall also at its cost and expense:
 - (a) plant landscaping along Route 22 of such type and in such quantity as shall be adequate, in the parties’ reasonable judgment, to prevent vehicles from entering the lawn area of the AFGC Property, and remove the existing chain link fence at the property line frontage on Route 22;

- (b) provide temporary toilet facilities for use by construction labor and not enter existing AFGC buildings unless access is needed for construction of the Underground Range, such as for access to electric service, which shall be provided by AFGC at its cost and expense; and
 - (c) if retention of the existing entry gate to the AFGC Property is not feasible, then it shall be replaced with an equal or better gate, approved by AFGC, at SRV's costs and expense.
- 5. AFGC agrees that the Underground Range may be constructed in phases. AFGC agrees that if phasing is required, the new 100 yard Underground Range will be built in the second phase, but that no shooting of any kind, other than as provided in Paragraph 2, is permitted on the AFGC Property (including the Existing Range) from and after completion of the first phase of construction.
- 6. AFGC agrees to provide suitable access to the AFGC Property for construction and keys for the existing entry gate. AFGC agrees that construction may be performed on weekdays from 7 a.m. until dark, and Saturday from 7 a.m. to 4 p.m.
- 7. SRV shall conduct weekly meetings with AFGC as needed during pre-construction and construction of the Underground Range.
- 8. Upon completion of construction, SRV shall perform a final clean-up of the Underground Range, and upon issuance by the Town Building Department of a certificate of completion or certificate of occupancy for the Underground Range, SRV shall provide to AFGC all manufacturer's warranties, and keys to the facility.
- 9. AFGC agrees that if AFGC desires an above-ground storage building to be built on top of the shooting booth area, AFGC shall be responsible for all costs of such building, except SRV shall as part of the construction of the Underground Range provide the floor framing and subfloor for the storage building (which is the ceiling framing of the shooting booth). AFGC may contract with SRV to construct the storage building at a price and scope agreed upon in advance.
- 10. From and after completion of construction of the Underground Range, AFGC shall be liable for and shall indemnify, defend, and hold harmless SRV, its successors and assigns, and their officers, directors, officials, employees, members, agents and/or contractors, from and against any expenses, claims, demands, penalties, fees, fines, liabilities, settlements, damage, losses, or costs of whatever kind or nature, arising from and/or related to the use of the Underground Range.
- 11. From and after commencement of construction of the Underground Range, and until completion of construction (as evidenced by the issuance by the Town of a

certificate of completion and/or certificate of occupancy), AFGC and SRV shall maintain the following policies of insurance:

- (a) SRV shall maintain builder's risk form of fire and extended coverage insurance against loss or damage by fire and lightning, and all of the hazards included in the extended coverage endorsement, including, without limitations, flood and earthquake, collapse, water damage, theft, vandalism, malicious mischief, collapse, temporary buildings, and debris removal and all other perils as defined in the current standard "all-risk" form, such insurance to be in an amount equal to not less than 90% of the actual replacement cost of the improvements (exclusive of the cost of replacing foundations and footings);
- (b) AFGC and SRV shall each maintain comprehensive general liability and property damage insurance against claims for personal injury or death, or property damage suffered by others occurring on or about the AFGC Property or any improvement or equipment located thereon, such comprehensive liability insurance to afford, with respect to any accident or occurrence, protection to the limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and death and for property damage, together with contractual coverage and completed operations, and owner's and contractor's protective liability on the operations of all contractors and subcontractors, respectively;
- (c) SRV shall maintain automobile liability and property damage insurance for all owned, non-owned and hired vehicles insuring against liability for bodily injury and death and for property damage to afford protection to the limits of Two Million Dollars (\$2,000,000) combined single limit; and


All policies of insurance obtained by a party shall name the other party as additional insured, and shall be issued by reputable companies licensed and authorized to issue such policies in such amounts in the State of New York. Such insurance may be carried under blanket policies that include other properties and provide separate coverage for the Premises and the improvements, and excess liability policies. Upon request, each party shall deliver to the other certificates showing such insurance to be in full force and effect. Such certificates shall be endorsed to show the receipt by the issuer of the premium therefor or shall be accompanied by other evidence of payment of such premiums. Each policy of insurance required to be maintained shall provide that it may not be canceled by the insurer for nonpayment of premiums or otherwise until thirty (30) days after service of notice of the proposed cancellation upon the other party.

- 11. AFGC and SRV acknowledge and agree that this Agreement shall not be effective unless and until the Approvals are issued and become final, and the parties enter into the Design-Build Agreement. Notwithstanding the foregoing, SRV agrees

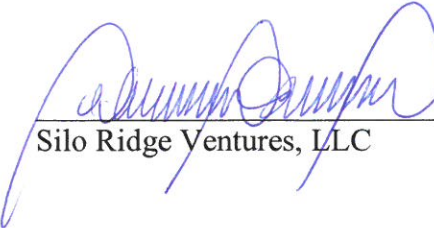
that it shall be solely liable for, and shall pay, all fees of Renna Engineering Design, PLLC for preparation of the Plans, even if the parties do not enter into the Design-Build Agreement.

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

Gerard D. Quirk President
Print Name and Title

 2-5-15
Amenia Fish and Game Club, Inc. Date

Paul D. Cook 1/2
Print Name and Title

 2/4/2015
Silo Ridge Ventures, LLC Date