

# SANFORD PARTNERS

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MICHAEL HAYDEN SANFORD  
MANAGING PARTNER

May 10, 2006

Mr. Warren S. Replansky  
Attorney to the Town of Rhinebeck  
C/o The Law Offices of Warren S. Replansky, PC  
P.O. Box 659  
2990 Church Street  
Pine Plains, New York 12567

SENT VIA FAX TO: (518) 398 - 5297

Re: 25 WYNDCLYFFE COURT, RHINEBECK, NY 12572  
Tax Parcel Number # 6068-00-811770

Dear Mr. Replansky,

I have just received a facsimile copy of your letter, dated May 2, 2006, to Mr. Teimoc Johnston-Ono, the previous owner of the property located at 25 Wyndclyffe Court, Rhinebeck, New York.

Your letter contains a number of incorrect assertions which I would like to address:

1. Mr. Johnston-Ono has not been the owner of said property for approximately 2 ½ years. Wyndclyffe, LLC, of which I am the sole Member, contracted to purchase 25 Wyndclyffe Court from Mr. Johnston-Ono in October 2003 and closed on the property in 2004. Wyndclyffe, LLC has paid school and property taxes for 25 Wyndclyffe Court since 2004 and the Town of Rhinebeck is well aware that Wyndclyffe, LLC is the owner of the property and Wyndclyffe, LLC's mailing address is C/o Sanford Partners, Attention: Michael Hayden Sanford, 815 Fifth Avenue, New York, NY 10021.
2. You state that Mr. Johnston-Ono has received "several communications and Orders to Remedy this situation." I do not believe this is accurate, as your letter dated May 2, 2006 to Mr. Johnston-Ono is the first communication regarding 25 Wyndclyffe Court that Mr. Johnston-Ono has forwarded to me since a letter regarding the same subject matter was kindly forwarded to me by Mr. Johnston-Ono on October 23,



2003. On October 23, 2003, I received a facsimile from Mr. Johnston-Ono of a letter addressed to him on October 17, 2003 from Mr. John Maasz, Town of Rhinebeck Zoning Enforcement Office, requesting the same 2 items you have requested in your May 2, 2006 letter. For the record, the "corrective measures" both you and Mr. Maasz ordered were:

- I. Secure and seal all openings in said structure that would allow unauthorized entry by any person.
- II. Install six foot security fencing around the perimeter of the structure in such a manner as to afford protection to life and property in the event of a building collapse.

Recognizing the serious nature of Mr. Maasz' letter and entirely agreeing with his recommended course of action, I immediately instructed a contractor then under my employ to visit with Mr. Maasz in his Rhinebeck office later that same afternoon on October 23, 2003. On October 24, 2003, Mr. Maasz sent me a facsimile, addressed to "Wyndclyffe, LLC, Attention: Michael Hayden Sanford" which mentions the "security fencing" that was agreed would be installed and states "if this office can be of assistance please do not hesitate to contact us." I am attaching a copy of this facsimile cover page for your records.

Clearly, Mr. Maasz recognized that I was then under contract to purchase 25 Wyndclyffe Court and if there were any matters requiring attention regarding the property, I was the party to contact.

I have never received any further communication from Mr. Maasz or the Town of Rhinebeck regarding the ordered "corrective measures" or about any zoning or safety matters, whatsoever. I attributed this to the fact that my contractor did install a security fence, did construct a lockable front door and did install wooden boards over windows and areas of entry into the building.

I believe that some confusion may exist regarding my satisfactorily securing the property, following what I imagine was a recent visual inspection of 25 Wyndclyffe Court. During the past 18 months I have engaged a number of experienced contractors to work on the property, most recently an excavating crew which was removing a substantial amount of debris from a lower section of the structure, affectionately known by the locals as the "Wyndclyffe Castle" or simply "Wyndclyffe." This last crew, which was working during the Summer and Fall of 2005, needed to detach boards from 2 large basement windows to allow for the removal of materials using light tractors and other excavating equipment. These contractors also did not regularly close, at the end of each workday, one of the 2 chain link security gates I installed, according to a neighbor who adjoins my property and serves as an unofficial "guardian" of Wyndclyffe in my absence.



I sincerely apologize for these lapses and intend to contact the owner of this excavating company to ensure that his workers are cognizant of the need to diligently restrict trespassers' access into the structure.

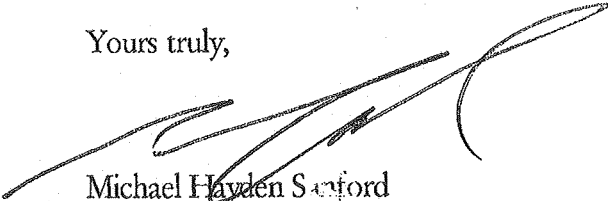
The excavation work performed this past Fall was in anticipation of erecting extensive scaffolding inside and outside the structure. I have not visited the property in over six months; however, I am committed to ensuring that Wyndclyffe does not deteriorate further and I have conscientiously taken steps to protect and improve the building.

I would like you to be aware that I purchased Wyndclyffe in order to "save" her from an otherwise ignominious fate, certainly not befitting one of the most historic homes in all of the Hudson Valley. Wyndclyffe, which inspired the phrase "keeping up the Jones's," was built by a relative of the Astors, was the childhood Summer home of Edith Wharton and has been featured on the covers of books, countless magazines and is the subject of a considerable architectural review housed in the Library of Congress. Simply, she is an irreplaceable American treasure.

I can only assume that you have not been properly informed about who the current owner is, what work I have done on the property, about the significance of the structure and that, most importantly, I satisfactorily complied with Mr. Maasz' directive more than 2 years ago. I respectfully ask that you please update your records to be consistent with the contact information the tax assessor for the Town of Rhinebeck has for Wyndclyffe, LLC.

Thank you for your review of this issue; you may most assuredly contact me directly if you would like to discuss this matter further. My office telephone is (212) 246 - 2828, my facsimile is (212) 246 - 2810 and my email address, which I prefer you use if at all possible, is [mhs@sanfordpartners.com](mailto:mhs@sanfordpartners.com).

Yours truly,



Michael Hayden Sanford  
on behalf of Wyndclyffe, LLC

cc: Mr. John Maasz, ZEO  
via facsimile to (845) 876 - 5885



# Fax Cover Sheet

**Town of Rhinebeck**  
**Zoning Enforcement Office**  
 80 East Market Street  
 Rhinebeck, NY 12572

Phone (845) 876-6296  
 Fax (845) 876-5885

Send to: Wyndclyffe, LLC	From: John Maasz, ZEO
Attention: Michael Hayden Sanford	Date: October 24, 2003
212.218.4210	

Urgent  
  Reply ASAP  
  Please comment  
  Please review  
  For your information

Total pages, including cover:

**Comments:**

Dear Mr. Sanford,

Attached is the letter I hand delivered, this date, to Mr. Brian Squire regarding the security fencing at 25 Wyndclyffe Court.

If this office can be of any assistance please do not hesitate to contact us.



John Maasz  
 Zoning Enforcement Officer