

## PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "Agreement") is entered into by and between Western Reserve Land Conservancy ("WRLC"), an Ohio nonprofit corporation, and the Richfield Joint Recreation District (the "Recreation District"), a joint recreation district formed under Chapter 755 of the Ohio Revised Code, effective as of the date when the later of WRLC and the Recreation District sign this Agreement (the "Execution Date").

### RECITALS

1. On June 15, 2012, WRLC entered into a valid and binding purchase agreement (the "Acquisition Agreement") which gives WRLC control, through the ownership of a subsidiary entity (the "WRLC Subsidiary") holding fee title to the Camp Crowell-Hilaka real property aggregating approximately 337 acres located in Richfield Township and Richfield Village, Summit County, Ohio, as described in Exhibit A and depicted in Exhibit B, both attached hereto, together with all buildings, improvements, fixtures, personal property and all easements, appurtenant rights, privileges, reservations, rights-of-way, licenses and permits owned by Girl Scouts of Northeast Ohio ("GSNEO") and relating to such real property or its operation (collectively, the "Camp").
2. WRLC will cause a consolidation and lot split of the Camp (the "Subdivision"), a result of which will be the creation of a parcel containing approximately 211 acres as depicted in Exhibit C attached hereto, together with all buildings, improvements, personal property and all easements, appurtenant rights, privileges, reservations, rights-of-way, licenses and permits (the "Property"). The Property has significant natural resources and will continue to serve as a substantial community resource.
3. WRLC, upon completing its acquisition of the Property, desires to sell and the Recreation District desires to purchase the Property.
4. The Recreation District will, upon taking title, grant a perpetual conservation easement (the "Non-Clean Ohio Conservation Easement") to WRLC, substantially in the form and substance described herein.
5. Simultaneously with the execution of this Agreement, the Recreation District and WRLC are entering into a Purchase and Sale Agreement with respect to an additional 125 acres of the Camp (the "Clean Ohio Agreement"), which additional 125 acres are adjacent to the Property (the "Clean Ohio Property").

### AGREEMENTS

**NOW THEREFORE**, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, WRLC and the Recreation District agree as follows:

1. Purchase and Sale of Property. Subject to WRLC's acquisition and subject to the terms and conditions of this Agreement, on and as of the Closing Date (as defined in paragraph 3 below), WRLC shall sell to the Recreation District and the Recreation District shall purchase from WRLC the Property.
2. Purchase Price.
  - (a) Amount. The total purchase price to be paid by the Recreation District to WRLC for the Property shall be Two Million Eight Hundred Thousand Dollars (\$2,800,000.00) (the "Purchase Price").
  - (b) Payment. The Recreation District shall pay the Purchase Price as follows:
    - (i) Initial Deposit. As soon as reasonably possible after the Execution Date, but in no event later than February 1, 2015, the Recreation District shall deposit with WRLC an amount equal to One Hundred Forty Thousand and 00/100 Dollars (\$140,000.00) (the "Initial Deposit"); and
    - (ii) On the Closing Date (as defined below) the Recreation District shall deposit with the Escrow Agent (identified below) sufficient funds to satisfy the balance of the Purchase Price and any and all costs and expenses to be paid by the Recreation District pursuant to this Agreement.
3. Closing Date. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Chicago Title Insurance Company, 1111 Superior Avenue, Suite 600, Cleveland, Ohio 44114 (the "Title Company"), as the title agent for purposes of the transaction contemplated hereby and as escrow agent (in such capacity the Title Company is sometimes referred to as the "Escrow Agent"), in sufficient time to permit transfer of title to the Property and the grant of the Non-Clean Ohio Conservation Easement as of the Closing Date. The Closing Date shall occur no later than March 30, 2015, unless otherwise agreed to in writing by the parties (the "Closing Date").
4. WRLC's Carrying Costs. WRLC and the Recreation District agree that, in its pre-acquisition of the Property, WRLC will have incurred costs and expenses including, but not limited to: (i) reasonable loan costs and expenses, together with interest in an amount not to exceed six percent (6%) accruing thereon from the Execution Date through the Closing Date, and (ii) the costs of repairing and maintaining the Property from the Execution Date through the Closing Date (the "Uncontrollable Carrying Costs"). WRLC and the Recreation District also agree that WRLC will incur additional costs and expenses prior to Closing, including insurance, costs of investigations and studies, appraisals, utilities, and security for the Property (the "Controllable Carrying Costs", and together with the Uncontrollable Carrying Costs, the "Carrying Costs"). At Closing, the Recreation District shall reimburse WRLC for all out-of-pocket, properly documented, and reasonable Carrying Costs actually incurred in acquiring and maintaining the Property; provided, however, that the Controllable Carrying Costs shall not exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), unless otherwise authorized in writing in advance by the Recreation District. Notwithstanding anything contained herein to the contrary, WRLC

shall use commercially reasonable efforts to minimize the Carrying Costs actually incurred by WRLC. Further notwithstanding anything contained herein to the contrary, if, prior to Closing, there is any repair or maintenance expense that may exceed Two Thousand Eight Hundred and 00/100 Dollars (\$2,800.00), WRLC shall obtain the written consent of the Recreation District prior to incurring any such repair or maintenance expense.

5. Deed. On or before the Closing Date, WRLC shall deposit with the Escrow Agent for recording on the Closing Date WRLC's general warranty deed (the "Deed"), conveying good and marketable title to the Property to the Recreation District in fee simple free and clear of all liens and encumbrances whatsoever, except for the following "Permitted Exceptions": (i) zoning ordinances; (ii) taxes and assessments, both general and special, which are a lien but not then due and payable; and (iii) those items affecting title that are shown on the Commitment as of the expiration of the Contingency Period (hereinafter defined). On or before the Closing Date, the Recreation District shall deposit with the Escrow Agent for recording on the Closing Date the Non-Clean Ohio Conservation Easement.
  
6. Contingencies. WRLC and the Recreation District shall negotiate in good faith to agree on the form and substance of: (i) the Deed, and (ii) the Non-Clean Ohio Conservation Easement within twenty-one (21) days following the Execution Date (the "Contingency Period"). Within five (5) business days following the Execution Date, WRLC shall deliver, or cause to be delivered, to the Recreation District: (i) a written preliminary valuation performed by a competent certified appraiser, acceptable to the Recreation District, indicating the value of the Property sufficient to reasonably support the Purchase Price (the "Preliminary Valuation"), and (ii) a preliminary environmental site assessment indicating the presence or absence of any recognized environmental conditions on the Property (the "Preliminary Environmental", and together with the Preliminary Valuation, the "Due Diligence Materials"), in order to facilitate the Recreation District's due diligence review of the Property. If: (i) the Due Diligence Materials are not acceptable to the Recreation District, in the Recreation District's reasonable discretion, or (ii) WRLC fails to timely deliver the Due Diligence Materials to the Recreation District, then the Recreation District shall have the right to terminate this Agreement by delivery of written notice to WRLC on or prior to the expiration of the Contingency Period, in which event WRLC shall deliver the Initial Deposit to the Recreation District (to the extent WRLC has actually received the Initial Deposit) and neither of the parties shall have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement. The Preliminary Valuation shall be the basis for a final appraisal report to be provided to the Recreation District within ten (10) days of the Execution Date in a form acceptable to the Recreation District (the "Appraisal") and the Preliminary Environmental shall be the basis for a final environmental report also to be provided to the Recreation District within ten (10) days of the Execution Date (the "Phase I Assessment"). If WRLC and the Recreation District fail to agree on both the form and substance of the Deed and/or the Non-Clean Ohio Conservation Easement, or if there is any material and adverse difference between: (i) the Preliminary Valuation and the Appraisal, and/or (ii) the Preliminary Environmental and the Phase I Assessment, then, on or prior to the expiration of the Contingency Period, the Recreation District shall have the right to terminate this Agreement by delivery of written notice to WRLC, in which event

WRLC shall deliver the Initial Deposit (to the extent WRLC has actually received the Initial Deposit) to the Recreation District and neither of the parties shall have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement. Any and all costs associated with the Due Diligence Materials will be at the Recreation District's expense. In addition, within ninety (90) days following the Execution Date (the "Subdivision Period"): (i) WRLC shall complete the Subdivision, in a manner satisfactory to the Recreation District, in the Recreation District's reasonable discretion, and (ii) WRLC and the Recreation District shall agree on the legal description of the Property in form and substance sufficient to be attached to the Deed and the Commitment (hereinafter defined), in the Recreation District's reasonable discretion. If WRLC fails to complete the Subdivision in the manner contemplated herein, or if the parties fail to agree on the form and substance of the legal description of the Property, on or prior to the expiration of the Subdivision Period, then the Recreation District shall have the right to terminate this Agreement by delivery of written notice to WRLC, in which event WRLC shall immediately deliver the Initial Deposit to the Recreation District and neither of the parties shall have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement.

7. Financing. The Recreation District shall use commercially reasonable efforts to complete the successful sale or closing of a securities issuance (bonds or bond anticipation notes) (the "Financing Contingency") on or prior to February 1, 2015 (the "Financing Contingency Period") pursuant to the authority granted by the electors within the Recreation District at the November 2014 election. If the Recreation District is not able to satisfy the Financing Contingency within the Financing Contingency Period, then the Recreation District shall have the right to terminate this Agreement by delivery of written notice to WRLC on or prior to the expiration of the Financing Contingency Period, in which event WRLC shall immediately deliver the Initial Deposit (to the extent WRLC has actually received the Initial Deposit) to the Recreation District and neither of the parties shall have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement.

8. Title and Survey.

(a) Commitment and Survey. As soon as reasonably possible following the Execution Date, WRLC shall deliver to the Recreation District: (i) a commitment from the Title Company that includes the legal description of the Property (the "Commitment") to issue the Title Policy (hereinafter defined) in an amount equal to the Purchase Price, and (ii) a survey of the Property (the "Survey"); provided that any and all costs of such Survey shall be the sole responsibility of the Recreation District. If the Commitment and Survey are not acceptable in both form and substance to the Recreation District prior to the expiration of the Contingency Period, then the Recreation District shall have the right to terminate this Agreement by delivery of written notice to WRLC prior to the expiration of the Contingency Period, in which event WRLC shall immediately deliver the Initial Deposit (to the extent WRLC has actually received the Initial Deposit) to the Recreation District and neither of the parties shall have any further rights or obligations under this Agreement, except for obligations that specifically survive the termination of this Agreement.

- (b) Title Policy. It shall be a condition to the Recreation District's obligation to close the transaction contemplated herein that, at Closing, the Escrow Agent shall be prepared to issue the Title Policy in the form required by the Recreation District, showing fee simple title to the Property to be vested in the Recreation District, subject only to the Permitted Exceptions and containing such endorsements as the Recreation District may require (the "Title Policy").
9. Possession; Property Taken "AS IS". WRLC shall deliver possession of the Property to the Recreation District on the Closing Date. The Recreation District acknowledges and agrees that (a) the Recreation District has had, prior to the date hereof, a reasonable opportunity to inspect the Property; (b) upon Closing the Recreation District shall be deemed to have accepted the Property in all respects; (c) except as otherwise set forth herein, WRLC has not made and is not making any warranties or representations of any kind or nature, either oral or written, directly or indirectly, express, implied, statutory or otherwise, with respect to or in any way concerning the Property or any aspect thereof, including, without limitation, with respect to the applicability of, or any compliance or non-compliance with, any laws, statutes, ordinances, codes, rules, regulations or permits concerning zoning, building, environmental, health or safety matters, or any income or expenses of the Property; and (d) the Recreation District is purchasing the Property from WRLC in its "AS IS," "WHERE IS" condition and "WITH ALL FAULTS". The Recreation District further acknowledges and agrees that (y) in electing to enter into this Agreement and to purchase the Property, the Recreation District is relying solely on the Recreation District's own knowledge, skill and experience and the Recreation District's own investigation, due diligence and assessment of the Property; and (z) the Recreation District is not relying, and has not relied, on any statement, information, representation or warranty of any kind or nature whatsoever made or provided by or from WRLC or WRLC's employees, agents or representatives.
10. Representations and Warranties. WRLC and the WRLC Subsidiary, as applicable, represent and warrant to the Recreation District the following:
- (a) WRLC is a non-profit corporation duly organized and validly existing under the laws of the State of Ohio;
  - (b) WRLC has the capacity and authority to execute this Agreement and perform the obligations of WRLC under this Agreement and all actions necessary to authorize the execution, delivery and performance of this Agreement by WRLC have been taken and such actions have not been rescinded or modified;
  - (c) The execution and delivery of this Agreement and performance by WRLC will not conflict with, or result in, a violation of, or breach of, or constitute a default under, any law or administrative regulation or any of the terms, conditions or provisions of any judgment, decree, loan agreement, bond, note, resolution, indenture, mortgage, deed of trust or other agreement or instrument to which WRLC is a party and which affects the Property;

- (d) Except as may be disclosed in the Commitment, there is no litigation, proceeding or action pending or threatened against, or relating to, WRLC or the Property;
  - (e) To the knowledge of WRLC, the information set forth in the Preliminary Environmental, is accurate;
  - (f) WRLC is not a “foreign person” within the meaning of Section 1445 of the Internal Revenue Code; and
  - (g) WRLC shall maintain the Property in the ordinary course of business and in the same or better condition existing as of the Execution Date.
11. Escrow. An executed copy of this Agreement shall be deposited with the Escrow Agent within two calendar days after the Execution Date of this Agreement, and this Agreement shall serve as the escrow instructions. The Escrow Agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions of acceptance are inconsistent with or in conflict with the terms and provisions hereof or with any written instructions of either party hereto not inconsistent with this Agreement, then the terms and provision of this Agreement and such written instructions shall control.
12. Adjustments. The Recreation District shall be responsible for all real estate taxes and assessments, both general and special, from the date upon which WRLC takes title to the Property through the Closing Date. The Escrow Agent shall not prorate or adjust any such amounts. Prior to the Closing Date, WRLC shall apply for a continuing real property tax exemption for the Property for 2015.
13. Costs and Expenses. At Closing, the Recreation District shall pay all costs and expenses of closing this transaction, including but not limited to the following: (a) the fees of the Escrow Agent, (b) the premium for the Title Policy, together with the cost of any endorsements thereto, (c) title examination and commitment costs, (d) recording fees, (e) all costs and expenses associated with WRLC’s acquisition and the Recreation District’s due diligence, (f) the costs and expenses of the Recreation District’s attorney, and (g) the cost of the Survey, if obtained. WRLC shall pay the costs and expenses of WRLC’s attorney. In no event shall any costs actually paid by the Recreation District hereunder be paid for again by the Recreation District under the Clean Ohio Agreement. The provisions of this section shall survive the Closing Date and recording of the Deed.
14. Filing. On the Closing Date, the Escrow Agent shall file for record the Deed and such other instruments, if any, as are required and shall thereupon deliver to each of the parties the funds and documents to which they shall be respectively entitled, together with its escrow statement, provided that it shall then have on hand all funds and documents necessary to complete the within transaction and shall be in a position to and will issue and deliver the Title Policy upon the filing of the Deed for record.
15. Recognition. WRLC and the Recreation District each recognize that both parties are instrumental in the acquisition, protection and perpetual preservation of the Property and

therefore mutually agree that each shall use commercially reasonable efforts to recognize the other by name, including all funding sources, in any and all interviews, press releases, articles, brochures, advertisements or other printed materials pertaining to the acquisition, protection and perpetual preservation of the Property, for a period of two (2) years following the Closing Date (the "Recognition Period"). If the Recreation District decides to erect a small sign or monument on the Property identifying the Property and its ownership by the Recreation District, then such sign or monument shall recognize WRLC for its role in the acquisition and protection of the Property. Failure by either party to comply with the terms of this Section shall not be considered a default.

16. Default and Remedies.

(a) WRLC Default. In the event of WRLC's failure to perform any of its obligations hereunder or if any of the representations and warranties made herein by WRLC are untrue, in any material respects, or materially misleading and are not cured within fifteen (15) days after notice of default given by the Recreation District to WRLC (a "WRLC Default"), WRLC shall deliver the Initial Deposit to the Recreation District and the Recreation District shall have the right: (i) to terminate this Agreement by giving notice thereof to WRLC in which event WRLC shall reimburse the Recreation District for its out-of-pocket costs and expenses incurred in connection with this transaction, and after such disbursements are made, neither party will have any further rights, obligations or liabilities hereunder; and/or (ii) to sue WRLC for specific performance of its obligations under this Agreement; and/or (iii) to exercise any and all other remedies available to the Recreation District under this Agreement, at law, or in equity. All of the Recreation District's rights and remedies shall be cumulative and nonexclusive. The provisions of this Section shall survive the Closing and recording of the Deed.

(b) Recreation District Default. In the event of the Recreation District's failure to perform any of its obligations hereunder and does not cure such failure to perform within fifteen (15) days after notice of default given by WRLC to the Recreation District (a "Recreation District Default"), WRLC, as its sole remedy, shall have the right to terminate this Agreement and receive the Initial Deposit as liquidated damages; thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. The parties acknowledge and agree that the actual damages in such event are uncertain in amount and difficult to ascertain, and that said amount of liquidated damages was reasonably determined. The provisions of this Section shall survive the Closing and recording of the Deed.

17. Broker's Commissions. WRLC and the Recreation District each represents and warrants to the other that such party has had no dealing with any real estate agent or broker so as to entitle such agent or broker to any commission in connection with the sale of the Property to the Recreation District. If any commission is claimed to be due, the party alleged to have dealt with the agent or broker making such claim shall contest or pay such claimed commission. The provisions of this section shall survive the Closing Date.

18. Notices. Any notice or other communication required or permitted to be given by either party to the other hereunder shall be in writing and shall be deemed effective upon receipt, if hand-delivered or sent by telecopy or overnight courier service which provides a receipt, and if sent by the United States Mail, postage prepaid, certified mail, return receipt requested upon delivery or the date of refusal, addressed as follows:

If to WRLC: Western Reserve Land Conservancy  
3850 Chagrin River Road  
Moreland Hills, Ohio 44022  
Attention: President or General Counsel

If to the Recreation District: Richfield Joint Recreation District  
c/o Richfield Village  
4410 W. Streetsboro Road  
Richfield, Ohio 44286  
Attention: President, RJRD Board

With a copy to: Walter | Haverfield LLP  
1301 E. Ninth Street, Suite 3500  
Cleveland, Ohio 44114-1821  
Attn: William R. Hanna, Esq.

19. Eminent Domain and Casualty.

(a) Eminent Domain. In the event of the taking of the Property, either total or partial, by eminent domain for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by WRLC or the Recreation District, at or prior to the Closing, the Recreation District shall have the right, to be exercised within thirty (30) days after notice of such taking by written notice to WRLC, to terminate this Agreement and immediately receive the Initial Deposit from WRLC, in which event neither of the parties hereto shall have any further rights or obligations hereunder except for obligations that specifically survive the termination of this Agreement. In the event this Agreement is not terminated, the Recreation District shall consummate this transaction on the Closing Date, with no reductions in the Purchase Price, and the Recreation District shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Property to be conveyed to the Recreation District.

(b) Casualty. If prior to the Closing Date, more than twenty percent (20%) of the Property is destroyed by fire or other casualty, WRLC shall notify the Recreation District in writing of such fact and the Recreation District shall have the option to terminate this Agreement upon notice to WRLC given within twenty (20) days after the Recreation District's receipt of WRLC's written notice aforesaid, and immediately receive the Initial Deposit from WRLC. Upon such termination, this Agreement shall terminate and neither party shall have any further obligation or liability to the other. In the event the Recreation District does not so elect to terminate this Agreement as aforesaid, or

there is damage to or destruction of less than twenty percent (20%) of the Property, WRLC shall assign to the Recreation District any insurance claims and the amount of any deductible shall be subtracted from the Purchase Price and the Recreation District shall acquire the Property pursuant to this Agreement without any reduction in the Purchase Price.

20. Captions. The captions in this Agreement are for convenience only and are not intended by the parties to affect the meaning or interpretation of the terms of this Agreement.
21. Binding Effect; Assignment. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of WRLC and the Recreation District and their respective successors and assigns. This Agreement and the rights and obligations of either party hereunder may not be assigned without the consent of the other party.
22. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
23. Applicable Law; Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules and regulations of the State of Ohio. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby but rather shall be enforced to the fullest extent permitted by law.
24. Number/Gender. Where appropriate in this Agreement, words used in the singular shall include the plural and words used in the masculine shall include the feminine.
25. No Waiver. The failure of either party hereto to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions, or conditions of this Agreement or to exercise any election or option herein contained shall not be construed as a waiver or relinquishment for the future of such covenants, agreements, terms, provisions, conditions, election or option, but the same shall continue and remain in full force and effect. No waiver by either party hereto of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of either party hereto.
26. Time of Essence. Time is strictly of the essence in this Agreement.
27. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement and any amendment or exhibit hereto.

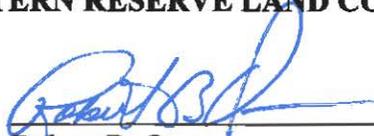
28. **Entire Agreement.** The Recreation District and WRLC acknowledge and agree that at all times each has intended that none of the preliminary negotiations concerning this Agreement would be binding on either party. This Agreement contains all the covenants, conditions, agreements and understandings between the parties and shall supersede all prior covenants, conditions, agreements and understandings between WRLC and the Recreation District with respect to the purchase and sale of all or a portion of the Property and all other matters contained in this Agreement.
29. **Amendments.** This Agreement is the complete agreement between the parties with respect to the purchase and sale of the Property and the other matters contained in this Agreement. It may not be modified except by a written instrument signed by WRLC and the Recreation District.
30. **Further Action.** The parties to this Agreement shall at any time, and from time to time on and after the Closing Date, upon the request of either, do, execute, acknowledge and deliver all such further acts, deeds, assignments and other instruments as may be reasonably required for the consummation of this transaction.
31. **Business Day.** As used in this Agreement, a business day shall mean any day other than Saturday, Sunday or other day that commercial banks in the State of Ohio are authorized or required to close under applicable law. In the event that the expiration of any time period under this Agreement shall expire on a Saturday, Sunday or legal holiday, then such time period shall be extended until the close of business on the next following business day.
32. **Clean Ohio Agreement.** The parties acknowledge that if the Recreation District exercises any right to terminate this Agreement, that the Clean Ohio Agreement shall automatically be deemed null and void and of no further force and effect, and neither party shall have any further rights or obligations under the Clean Ohio Agreement. If the Grant Funds (as defined in the Clean Ohio Agreement) are not received and/or accepted by the Recreation District, then, notwithstanding anything contained in the Clean Ohio Agreement to the contrary, the Non-Clean Ohio Conservation Easement shall encumber the entire Camp and WRLC shall neither record nor authorize the Escrow Agent to record the Conservation Easement (as defined in the Clean Ohio Agreement). If the Grant Funds are not received by the Recreation District on or prior to May 1, 2015, then the Recreation District shall have the right, upon written notice to WRLC on or prior to May 1, 2015, to extend the Closing Date of the Clean Ohio Agreement until that date that is fifteen (15) days following the Recreation District's receipt of the Grant Funds. From December 31, 2014 through the Closing Date of the Clean Ohio Agreement, the Recreation District shall have the right to reasonable access to the Camp at all reasonable times, together with the right of ingress and egress over, upon and through the Camp. If, following the Execution Date, the Recreation District reasonably requires greater access to the Property and/or the Camp, then WRLC and the Recreation District shall negotiate in good faith to agree on the terms of a license or lease providing such access. WRLC shall deliver to the Escrow Agent for recording a deed quitclaiming all of WRLC's right, title and interest in and to the Camp, which shall be recorded following the recording of the deed in connection with the Clean Ohio Agreement. The provisions of this Section shall survive the Closing and recording of the Deed.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

**WESTERN RESERVE LAND CONSERVANCY**

Date Signed: December 4, 2014

By: \_\_\_\_\_



Robert B. Owen  
Its Assistant Secretary

**RICHFIELD JOINT RECREATION DISTRICT**

Date Signed: \_\_\_\_\_, 2014

By: \_\_\_\_\_

Its: Chair

By: \_\_\_\_\_

Its: Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**WESTERN RESERVE LAND CONSERVANCY**

Date Signed: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Robert B. Owen  
Its Assistant Secretary

**RICHFIELD JOINT RECREATION DISTRICT**

Date Signed: Dec 4, 2014

By: FLOYD  
FLOYD OTROWSKI  
Its: Chair

By: \_\_\_\_\_  
Its: Treasurer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**WESTERN RESERVE LAND CONSERVANCY**

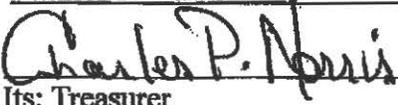
Date Signed: \_\_\_\_\_, 2014

By: \_\_\_\_\_  
Robert B. Owen  
Its Assistant Secretary

**RICHFIELD JOINT RECREATION DISTRICT**

Date Signed: 12/04/\_\_\_\_\_, 2014

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: Chair

By: Charles P. Norris  
  
Its: Treasurer

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.

*Sandy Smith*

Fiscal Officer

12-5-14

Date

## Exhibit "A"

### PARCEL A:

Situated in the Township of Richfield and Village of Richfield, County of Summit and State of Ohio:

And known as being a part of Lot 25 of said Richfield Township and being a part of the land owned by the Girl Scouts of North East Ohio as recorded in Reception Number 55724654 of the Summit County Records and more fully described as follows:

Beginning at the Southwest corner of said Lot 25 at the intersection of the centerline of W. Streetsboro Road (S.R. 303, 60 feet R/W) and the Westerly line of Summit County;

Thence Northwesterly along the Westerly line of Summit County, North 00 deg. 08' 20" West (bearings referenced to the Ohio Coordinate System, North Zone NAD 83, NSRS 2007), 30.00 feet to a Summit County Highway monument found and used and being the true place of beginning for the land hereinafter described;

Thence Northwesterly along the Westerly line of Summit County, North 00 deg. 08' 20" West, 1624.26 feet to a number five rebar found and used at the Southwesterly corner of land owned by John Novosielski (Rec. No. 54437230);

Thence Northeasterly along the Southerly line of said Novosielski land, North 89 deg. 30' 46" East, 638.39 feet to the Westerly line of Oviatt Road (T.R. 183, 60 feet R/W), witness a 3/4-inch iron pin found bent South 89 deg. 10' 01" West, 1.67 feet;

Thence in a Southerly direction along the Westerly line of said Oviatt Road the following ten courses and distances:

- 1) Along the arc of a circle curving to the left (central angle = 8 deg. 14' 51", radius = 1292.01 feet, chord = 185.82 feet, chord bearing = South 03 deg. 25' 31" East) 185.98 feet to a number five rebar set;
- 2) South 07 deg. 32' 56" East, 406.84 feet to a number five rebar set;
- 3) South 08 deg. 03' 24" East, 177.54 feet to a number five rebar set;
- 4) South 08 deg. 33' 53" East, 147.92 feet to a number five rebar set;
- 5) Along the arc of a circle curving to the right (central angle = 5 deg. 59' 26", radius = 1970.00 feet, chord = 205.88 feet, chord bearing = South 05 deg. 34' 10" East) 205.97 feet to a number five rebar set;
- 6) South 02 deg. 34' 26" East, 145.34 feet to a number five rebar set;
- 7) Along the arc of a circle curving to the right (central angle = 36 deg. 36' 57", radius = 270.00 feet, chord = 169.63 feet, chord bearing = South 15 deg. 44' 02" West) 172.55 feet to a number five rebar set;
- 8) South 34 deg. 02' 34" West, 125.44 feet to a number five rebar set;
- 9) Along the arc of a circle curving to the left (central angle = 27 deg. 22' 04", radius = 155.73 feet, chord = 73.68 feet, chord bearing = South 20 deg. 21' 31" West) 74.39 feet to a number five rebar set;

## EXHIBIT "A" continued

10) Along the arc of a circle curving to the right (central angle = 82 deg. 45' 40", radius = 30.00 feet, chord = 39.66 feet, chord bearing = South 48 deg. 03' 19" West) 43.33 feet to a number five rebar set on the Northerly line of said W. Streetsboro Road;

Thence Southwesterly along said Northerly line, South 89 deg. 26' 09" West, 601.08 feet to the true place of beginning for the land hereinbefore described and containing 26.3704 acres of land as surveyed by Daniel C. Kalstrom, Professional Surveyor (Reg. No. 6302) in August, 2011 and subject to all legal highways, easements and restrictions of record.

### PARCEL B:

Situated in the Township of Richfield and Village of Richfield, County of Summit and State of Ohio:

And known as being a part of Lots 14, 15, 16, 17 and 25 of said Richfield Township and part of Lot 18 in the Village of Richfield and being a part of land owned by the Girl Scouts of North East Ohio as recorded in Reception Number 55724654 as recorded in Reception Number 55724654 of the Summit County Records and more fully described as follows:

Beginning at the Southwest corner of said Lot 25 at the intersection of the centerline of W. Streetsboro Road (S.R. 303, 60 feet R/W) and the Westerly line of Summit County (witness a Summit County Highway monument found, North 00 deg. 08' 20" West, 30.00 feet);

Thence Northeasterly along the centerline of W. Streetsboro Road, North 89 deg. 26' 09" East (bearings referenced to the Ohio Coordinate System, North Zone NAD 83, NSRS 2007), 2717.13 feet to the Southeast corner of said Lot 25;

Thence Northwesterly along the Easterly line of said Lot 25, North 00 deg. 01' 31" West, 30.00 feet to the true place of beginning for the land hereinafter described (witness a 3/4-inch iron pin found, South 00 deg. 01' 31" East, 0.20 feet);

Thence Southwesterly along the Northerly line of W. Streetsboro Road, South 89 deg. 26' 09" West, 1993.27 feet to a point of curve;

Thence in a Northerly direction along the Easterly line of Oviatt Road (T.R. 183, 60 feet R/W) the following fourteen courses and distances:

1) Along the arc of a circle curving to the right (central angle = 110 deg. 51' 28", radius = 30.00 feet, chord = 49.41 feet, chord bearing = North 35 deg. 08' 07" West) 58.04 feet to a number five rebar set;

2) Along the arc of a circle curving to the right (central angle = 13 deg. 44' 57", radius = 95.73 feet, chord = 22.92 feet, chord bearing = North 27 deg. 10' 05" East) 22.97 feet to a number five rebar set;

3) North 34 deg. 02' 34" East, 125.44 feet to a number five rebar set;

4) Along the arc of a circle curving to the left (central angle = 36 deg. 36' 57", radius = 330.00 feet, chord = 207.32 feet, chord bearing = North 15 deg. 44' 02" East) 210.89 feet to a number five rebar set;

5) North 02 deg. 34' 26" West, 145.34 feet to a number five rebar set;

## EXHIBIT "A" continued

6) Along the arc of a circle curving to the left (central angle = 5 deg. 59' 26", radius = 2030.00 feet, chord = 212.15 feet, chord bearing = North 05 deg. 34' 10" West) 212.25 feet to a number five rebar set;

7) North 08 deg. 33' 53" West, 147.66 feet to a number five rebar set;

8) North 08 deg. 03' 24" West, 177.00 feet to a number five rebar set;

9) North 07 deg. 32' 56" West, 406.58 feet to a number five rebar set;

10) Along the arc of a circle curving to the right (central angle = 11 deg. 18' 28", radius = 1232.01 feet, chord = 242.75 feet, chord bearing = North 01 deg. 53' 42" West) 243.15 feet to a number five rebar set;

11) North 03 deg. 45' 32" East, 1506.51 feet to a number five rebar set;

12) Along the arc of a circle curving to the left (central angle = 3 deg. 06' 31", radius = 5714.85 feet, chord = 310.01 feet, chord bearing = North 02 deg. 12' 16" East) 310.05 feet to a number five rebar set;

13) North 00 deg. 39' 01" East, 1795.43 feet to a number five rebar set on the Northerly line of Lot 16;

14) Thence North 00 deg. 40' 17" East, 620.75 feet to a number five rebar set on the Southerly line of The Forest at King's Creek Subdivision as recorded in Reception Number 54729458 of the Summit County Records;

Thence Northeasterly along the Southerly line of The Forest at King's Creek, North 89 deg. 02' 51" East, 1849.12 feet to a 3/4-inch iron pin found at the Southwesterly corner of land owned by The Myers Family Living Trust (O.R. 1672, Page 662);

Thence Southeasterly along the Southerly line of said Myers land, South 89 deg. 17' 11" East, 2102.27 feet to a number five rebar found on the Westerly line of Broadview Road (S.R. 176, 60 feet R/W):

Thence Southeasterly along the Westerly line of Broadview Road, South 35 deg. 44' 49" East, 74.60 feet to the Northeast corner of King's Forest Allotment as recorded in Reception Number 54466991 of the Summit County Records (witness a number five rebar found, South 73 deg. 02' 39" East, 0.36 feet);

Thence Northwesterly along the Northerly line of King's Forest Allotment, North 89 deg. 17' 11" West, 2144.68 feet to the Northwest corner of said Allotment (witness a 3/4-inch pinched top pin found, North 73 deg. 57' 16" West, 1.16 feet);

Thence Southeasterly along the Westerly line of said King's Forest Allotment, South 01 deg. 07' 15" East, 2139.57 feet to a number five rebar found at the Southwest corner of said Allotment;

Thence Northeasterly along the Southerly line of said King's Forest Allotment and the Southerly line of land owned by Matthew B. McCann (Reception Number 55483264) and Park Orchards, Inc. (D.V. 3764, Page 222), North 88 deg. 55' 56" East, 3409.34 feet to the

## **EXHIBIT "A" continued**

Westerly line of said Broadview Road (witness a 3/4-inch iron pin found, South 88 deg. 01' 06" West, 0.52 feet);

Thence Southeasterly along the Westerly line of said Broadview Road, South 31 deg. 00' 19" East, 109.17 feet to a number five rebar found in tile at the Northeast corner of land owned by Jennifer A. Profant, Trustee (Reception Number 55760774);

Thence Southwesterly along the Northerly line of said Profant land, South 74 deg. 27' 58" West, 2557.52 feet to a number five rebar in tile found;

Thence Southeasterly along the Westerly line of said Profant land, South 01 deg. 00' 30" East, 349.94 feet to a number five rebar in tile found;

Thence Southwesterly along the Northerly line of land owned by Donna M. Wells, Trustee (Reception Number 55292708), Kenneth R. and Sara L. Margolis (Reception Number 55623556) and Kenneth R. Margolis, Trustee (Reception Number 55650526), South 89 deg. 00' 04" West, 1018.52 feet to a 3/4-inch iron pin found;

Thence Southeasterly along the Westerly line of said land owned by Kenneth R. Margolis, Trustee, South 00 deg. 01' 31" East, 2645.99 feet to the true place of beginning for the land hereinbefore described and containing 313.4690 acres of land (309.9993 acres in Richfield Township and 3.4697 acres in Richfield Village) as surveyed by Daniel C. Kalstrom, Professional Surveyor (Reg. No. 6302) in August, 2011 and subject to all legal highways, easements and restrictions of record.

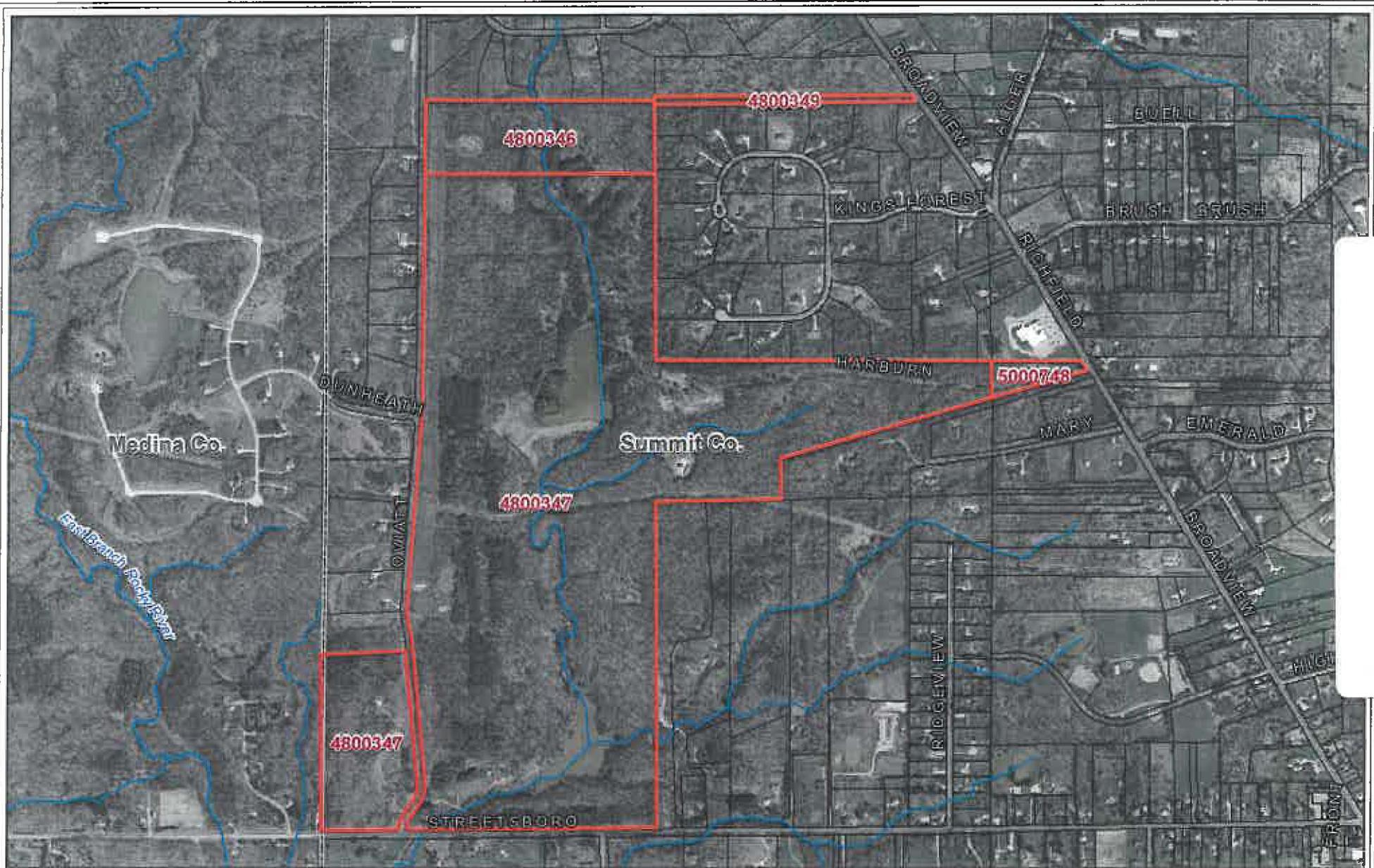


Exhibit B



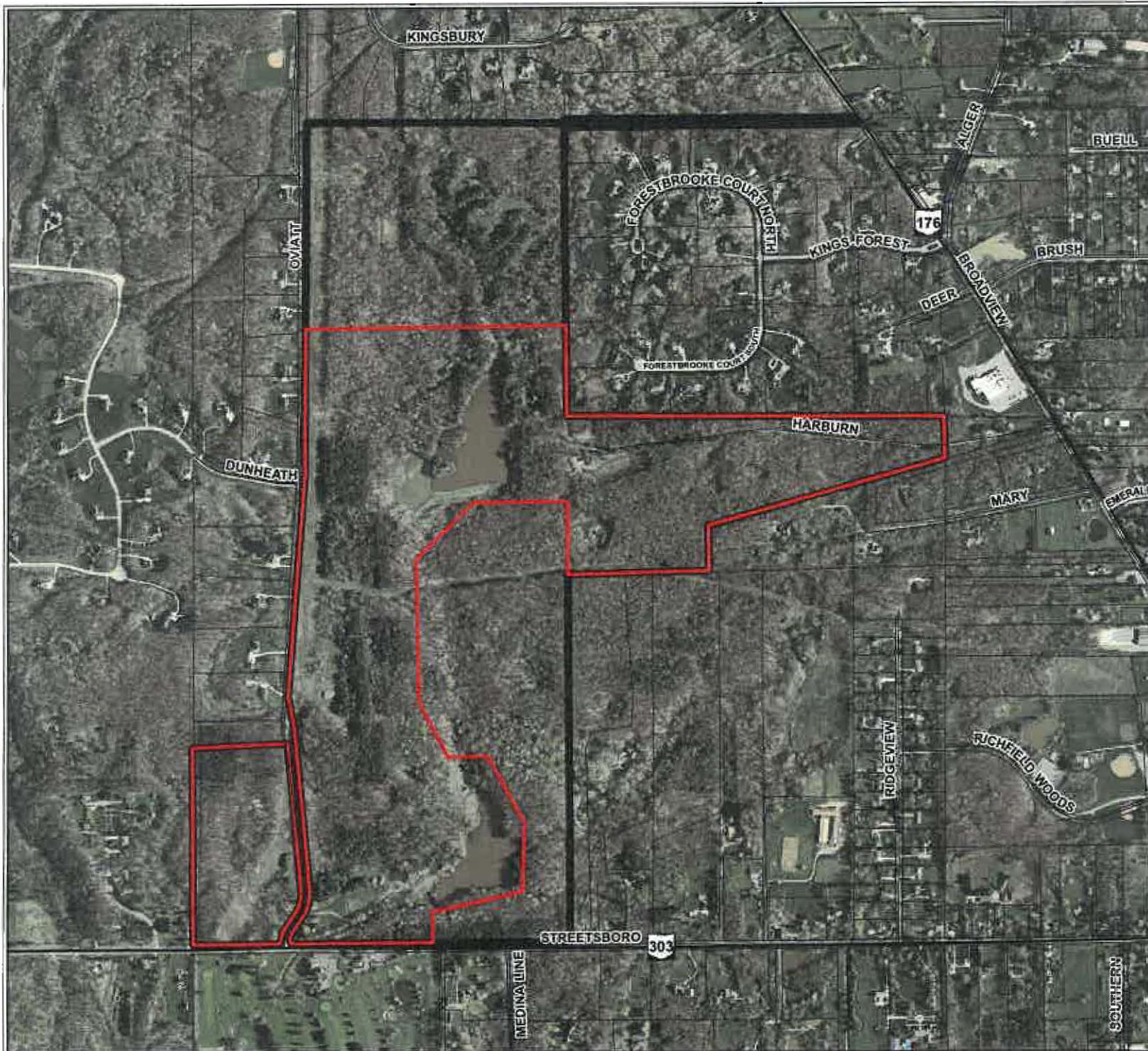
Western Reserve Land Conservancy  
OUR LAND. OUR LEGACY.

**Aerial View IV - Summit County, Richfield Twp., Ohio**

Girl Scout Parcels
 ~ NHD - Streams/Rivers

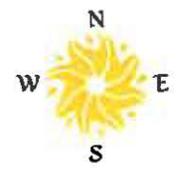
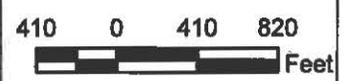


2006 Aerial Photo  
Map Created 2/19/2010 eam



**Exhibit C**

-  Property (211 Acres)
-  Camp (337 Acres)
-  Highways
-  Roads - Summit Co.
-  Parcels - Summit Co.



**Western Reserve  
Land Conservancy**  
OUR LAND. OUR LEGACY

Aerial: 2011 OSIP  
Map Created 12/5/2014 em