

## RESOLUTION NO. 11-2014

### A RESOLUTION AUTHORIZING THE CHAIRPERSON AND TREASURER TO ENTER INTO AN AGREEMENT TO PURCHASE APPROXIMATELY 125 ACRES OF REAL PROPERTY.

**WHEREAS**, on June 15, 2012, the Western Reserve Land Conservancy, an Ohio nonprofit corporation, entered into a valid and binding purchase agreement which gives it control, through the ownership of a subsidiary entity (the "WRLC Subsidiary" and together with the Western Reserve Land Conservancy, "WRLC") holding fee title, to the Camp Crowell-Hilaka real property located in Richfield Township and Richfield Village, Summit County, Ohio, together with all buildings, improvements, fixtures, and all easements, appurtenant rights, privileges, reservations, rights-of-way, licenses and permits owned by the Girl Scouts of Northeast Ohio ("GSNEO") and relating to such real property or its operation (collectively, the "Camp"); and

**WHEREAS**, the WRLC desires to sell two (2) parcels aggregating approximately 125 acres of the Camp, as depicted in Exhibit A attached hereto, together with all improvements and all easements, appurtenant rights, privileges, reservations, rights-of-way, licenses and permits (the "Property"); and

**WHEREAS**, the Property has significant natural resources and will continue to serve as a substantial community resource; and

**WHEREAS**, this Board has determined that it would be in the best interests of the health and welfare of the residents of the Richfield Joint Recreation District to purchase the Property for recreation, preservation and park purposes; and

**WHEREAS**, this Board desires to authorize its Chairperson and the Treasurer to enter into a purchase agreement with WRLC for purchase of the Property, as further set forth herein.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Richfield Joint Recreation District, County of Summit, State of Ohio:

**SECTION 1.** That the Chairperson and Treasurer of the Board be, and they hereby are, authorized and directed to enter into an agreement with WRLC for the purchase of approximately 125 acres of real property under substantially the same terms and in substantially the same form as the Purchase and Sale Agreement attached hereto as Exhibit "A" and incorporated fully herein by reference, subject to final approval of legal counsel to the Board.

**SECTION 2.** That the Chairperson and Treasurer of the Board are hereby authorized to take all necessary actions to complete the purchase of the aforesaid parcels of land in accordance with the Purchase and Sale Agreement.

**SECTION 3.** That there be appropriated from the Capital Improvement Fund, Cost of Operations (Fiscal Year 2015) the sum of \$1,600,000.00 to cover the cost of the property purchase and other expenses.

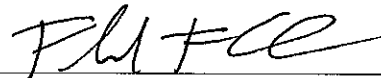
**SECTION 4.** This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this Resolution were taken, and that all deliberations of this Board and of any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

**SECTION 5.** Any captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof.

**SECTION 6.** Effective Date. This Resolution shall be in full force and effect from and immediately upon its adoption.

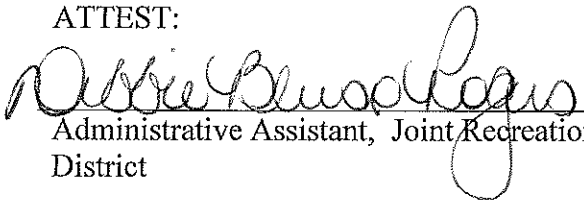
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Date Passed

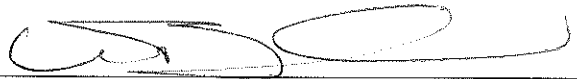


Chairperson, Richfield Joint Recreation District

ATTEST:



Administrative Assistant, Joint Recreation District



Secretary, Richfield Joint Recreation District

## 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 two (2) parcels aggregating approximately 125 acres as depicted in Exhibit C attached hereto, together with all improvements 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 "Conservation Easement") to WRLC, substantially in the form and substance described herein.

### 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 One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Purchase Price"). [**OPEN: Subject to appraisal**]
- (b) Payment. The Recreation District shall pay the Purchase Price as follows:
- (i) Initial Deposit. As soon as reasonably possible after the Execution Date the Recreation District shall deposit with WRLC an amount equal to Eighty Thousand and 00/100 Dollars (\$80,000.00) (the "Initial Deposit"); and
- (ii) On the Closing Date (as defined below) the Recreation District shall deposit with the Escrow Agent (identified below), and direct any and all others providing Grant Funds (defined below) or other funds on the Recreation District's behalf to deposit with the Escrow Agent, 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 Conservation Easement as of the Closing Date. The Closing Date shall be determined by mutual agreement of the parties upon confirmation as to the availability of funding (as described in paragraph 4) sufficient to permit the Recreation District to perform its obligations under paragraph 2(b). Unless consented to in writing signed by both WRLC and the Recreation District, however, the closing date shall occur no later than August 30, 2015 (the "Closing Date").
4. Funding of Purchase Price. WRLC and the Recreation District acknowledge that the Purchase Price may, at least in part, be paid or reimbursed through the funds provided through various public and private sources, including but not limited to, State of Ohio and federal grants that will be applied for to assist in funding the acquisition and protection of the Property, other public or private grant sources and private donations solicited for the Property (the "Grant Funds").
5. 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 \_\_\_\_\_ percent (\_\_\_%) [**NOTE: WRLC to provide**] 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 Fifty Thousand and 00/100 Dollars (\$50,000.00) **[NOTE: WRLC to provide breakdown of estimated Controllable Carrying Costs]**. 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. The Recreation District acknowledges that some or all of the Carrying Costs are not eligible costs payable by the Grant Funds and the Recreation District hereby agrees that all Carrying Costs will be paid for as provided herein by the Recreation District irrespective of whether such costs are eligible for payment by the Grant Funds.

6. 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 Conservation Easement.
  
7. 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 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, in which event WRLC shall 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. **[NOTE TO WRLC: If both the Preliminary Valuation and Preliminary Environmental are delivered prior to signing and are acceptable, this section will be revised to reflect that those documents have been reviewed and approved by the Recreation District].** 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 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 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.

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 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, whether eligible to be paid through Grant Funds or not, 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.
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.

*[signature page to follow]*

**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: \_\_\_\_\_, 2014

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

EXHIBIT A

Legal Description of the Camp

*[to be attached]*

EXHIBIT B

Depiction of the Camp

*[to be attached]*

EXHIBIT C

Legal Description of the Property

*[to be attached]*