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THE  
TRUST  
*for*  
PUBLIC  
LAND

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CONSERVING LAND  
FOR PEOPLE

Ohio Office  
The Hanna Building  
1621 Euclid Ave.  
Suite 1600  
Cleveland, OH  
44115  
T: 216-928-7518  
F: 216-928-7519  
[www.tpl.org](http://www.tpl.org)

January 10, 2013

Roni Luckenbill, Executive Director  
Girl Scouts of Western Ohio  
4930 Cornell Road  
Cincinnati, OH 45242-1804

Dear Ms. Luckenbill:

I am pleased to provide you this non-binding letter of intent that sets forth the general terms by which The Trust for Public Land (TPL) proposes to acquire the Camp Myeerah property containing approximately 449.23 acres (the "Property"). The Property is comprised of Logan County, Ohio, APN Numbers: 120810000024000, 120810000029000, 120810000030000, and 120810000030201, located in Jefferson Township, Logan County, Ohio as generally depicted on the attached Exhibit A map.

TPL proposes to purchase the Property from the Girl Scouts of Western Ohio ("Seller") generally on the following terms and conditions (which are not to be considered all inclusive):

Option: Based on the anticipated funding timeline, TPL proposes the following option benchmarks to allow the Girl Scouts of Western Ohio an ability to control the option period so as not to unduly burden the Camp Myeerah Property if there is no realistic evidence that funding through the Clean Ohio Fund will be forthcoming. Seller will grant TPL an exclusive option to purchase the Property through September 30, 2013 (the "Option"), provided that:

- 1) If by March 12, 2013, TPL is unable to provide to Seller reasonably sufficient evidence that the District 13 Natural Resource Assistance Council recommended the Camp Myeerah project for funding, at an amount sufficient to consummate the transaction, Seller may terminate TPL's Option by providing written notice by March 25, 2013.
- 2) If by May 15, 2013, TPL is unable to provide to Seller a Clean Ohio Project Agreement executed by either TPL or a cooperating project partner, with sufficient funds identified to consummate the transaction, Seller may at its

discretion terminate TPL's Option by providing written notice by May 29, 2013.

Purchase Price: The purchase price will be \$1,500,000. The purchase price will be paid in cash or certified funds at closing.

Closing: Closing will be within 30 days following the date that TPL exercises the Option.

Land Conservation  
Professional  
Services  
Agreement:

In conjunction with TPL's acquisition of the Property, Seller would make a land conservation professional services payment to TPL in the amount of \$150,000. The payment will occur simultaneously with, and is contingent upon, the acquisition of the Property by TPL or its nominee. The land conservation professional services fee will be reflected in a confidential Land Conservation Professional Services Agreement.

Due Diligence: During the Option Period, TPL will work to make a complete assessment of the Property, including appraisal, title, and hazardous material assessment review, as necessary. In addition, TPL will work to develop the public and private financial support necessary to complete the transaction. Seller will provide TPL with any information in its possession regarding these due diligence items. TPL will provide Seller with copies of all final reports, assessments, and surveys prepared by its consultants as a part of TPL's due diligence.

Seller's  
Take-out  
Contingency:

Seller understands that it is TPL's intent to purchase the Property for the purpose of conveying it to a government agency, non-profit conservation organization, or Park District to own and manage for public access and outdoor recreational purposes. TPL will attempt to work with the takeout to provide to Seller some continued use of the Property by the Girl Scouts for activities allowable under the provisions of the Clean Ohio Program. Seller will have the exclusive right to determine if the takeout entity and use of the property is

reasonably acceptable before TPL can exercise its Option

Fixtures: TPL and Seller acknowledge that there are some fixtures including camping facilities (connestoga's, treehouses, etc.) and a memorial playground on the Property that Seller may want to remove prior to closing. Seller will identify these specific items in the Option Agreement and have the right to remove them prior to closing.

Commissions: It is our understanding that there is no agent or broker involved in this transaction. The commission of any broker will be the responsibility of the party retaining that broker.

Confidentiality: TPL and Seller agree that the terms and conditions of this Letter of Intent, Option Agreement and Land Conservation Professional Services Agreement shall be confidential and shall not be disclosed to any third parties, except as required by law.

No Other Negotiations: It is understood and agreed that if Seller signs a copy of this Letter of Intent and deliver the same to TPL, TPL will incur certain costs and expenses incident to the preparation of the Option Agreement and Land Conservation Professional Services Agreement. Accordingly, Seller agrees that during the time between execution of this Letter of Intent and the Option Agreement and Land Conservation Professional Services Agreement, Seller will not engage in negotiations with any other party for the sale of the Property.

Both TPL and Seller acknowledge that other than the terms of the Confidentiality and No Other Negotiation paragraphs set forth above, this is a non-binding letter of intent and neither party is entitled to rely on it as a binding agreement. The terms of the Confidentiality and No Other Negotiations paragraphs, however, shall be binding upon both parties upon your execution of the enclosed copy of this letter. If we are unable to reach a mutually acceptable Option Agreement and Land Conservation Professional Services Agreement by March 12, 2013, either party may elect not to pursue further negotiation of these agreements.

Girl Scouts of Western Ohio

January 9, 2013

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Thank you for your consideration of this proposal. Please contact me if you have any questions at (216) 928-7518 ext. 104 or mobile: (216) 401-8072.

Sincerely,



David J. Vasarhelyi  
Sr. Project Manager

**Acceptance:**

The foregoing letter is approved as the basis for the preparation of an Option Agreement and Land Conservation Professional Services Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Girl Scouts of Western Ohio.

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

Name: \_\_\_\_\_

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

# EXHIBIT A

Property Type and Land Area:

APN	Gross ACS	PRO/ROW	Net ACS	Tax Status
120810000024000	132.18	2.309	129.872	Exempt
120810000029000	17	2	15	Exempt
120810000030000	300.05	3.730	296.32	Exempt
Totals	449.23	8.039	441.192	
120810000030201	This is a non exempt portion of parcel 120810000030000 and is used as an internal accounting coding practice. There is an arbitrary 1 acre with structures that are taxed using this parcel.			

