

CITY OF INDUSTRY

CITY COUNCIL
SPECIAL MEETING AGENDA

JANUARY 14, 2016
9:00 AM



Mayor Mark Radecki
Mayor Pro Tem Cory Moss
Council Member Abraham Cruz
Council Member Roy Haber, III
Council Member Newell Ruggles

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California 91744

Addressing the City Council:

- ▶ **Agenda Items:** *Members of the public may address the City Council on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the City Council is asked to complete a Speaker's Card which can be found at the back of the room and at the podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the City Council.*
- ▶ **Public Comments (Agenda Items Only):** *During public comments, if you wish to address the City Council during this Special Meeting, under Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the Special Meeting.*

Americans with Disabilities Act:

- ▶ *In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.*

Agendas and other writings:

- ▶ *In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **CLOSED SESSION**

- 5.1 Conference with real property negotiators pursuant to Government Code Section 54956.8

Property: 800 acres of Upper Tonner Canyon Property,
Located in the Firestone Scout Reservation
City Negotiators: Paul J. Philips, City Manager and
James M. Casso, City Attorney
Negotiating Party: Boy Scouts of America, Los Angeles Area Council
Under Negotiation: Price and Terms of Payment

6. **ACTION ITEM**

- 6.1 Consideration of a Purchase and Sale Agreement between the City of Industry and the Boys Scouts of America, Los Angeles Area Council for real property commonly known as the Upper Tonner Canyon 800 acres.

RECOMMENDED ACTION: Approve the Purchase and Sale Agreement.

7. Adjournment. Next regular meeting: Thursday, January 28, 2016 at 9:00 a.m.

CITY COUNCIL

ITEM NO. 6.1



CITY OF INDUSTRY

P.O. Box 3366 • 15625 E. Stafford St. • City of Industry, CA 91744-0366 • (626) 333-2211 • FAX (626) 961-6795

MEMORANDUM

To: Mayor Radecki and Councilmembers

January 14, 2016

From: James M. Casso, City Attorney

Subject: Consideration of Purchase and Sale Agreement between the City and the Greater Los Angeles Area Council, Boy Scouts of America for 800 acres of Upper Tonner Canyon Property, located in the Firestone Scout Reservation

Overview: For the past several years, the City and the Greater Los Angeles Area Council, Boy Scouts of America (the “Boy Scouts”) have been negotiating for the purchase/sale of 800 acres of property, commonly known as the Upper Tonner Canyon Property, located in the Firestone Scout Reservation (the “800 acres”). The addition of the 800 acres will complement the City’s 2001 purchase of the Middle Tonner Canyon property from the Boy Scouts.

The purchase price for the 800 acres is \$6,160,714.00 and an additional \$1,000,000.00 contribution from the City to the Boy Scouts for use by the Boy Scouts in covering costs related to certain development restrictions resulting from the terms and conditions of the Agreement. Closing of escrow, as set forth in the Agreement, is subject to the City and the Boy Scouts securing all necessary governmental approvals for the sale of the 800 Acre Parcel.

Recommendation: Staff recommends that the City Council adopt Resolution No. CC 2016-04 approving the Purchase and Sale Agreement and Notice of Exemption.

Attachments

RESOLUTION NO. CC 2016-04

RESOLUTION OF THE CITY OF INDUSTRY APPROVING THE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND THE GREATER LOS ANGELES AREA COUNCIL, BOY SCOUTS OF AMERICA, FOR THE PROPERTY COMMONLY KNOWN AS UPPER TONNER CANYON PROPERTY IN THE FIRESTONE SCOUT RESERVATION

WHEREAS, the Greater Los Angeles Area Council, Boy Scouts of America (“Boy Scouts”) has owned and operated the Firestone Scout Reservation (the “Firestone Scout Reservation”) on certain real property in the Tonner Canyon area for many years. In June, 2001, Boy Scouts conveyed to City of Industry (“City”) a portion of the Firestone Scout Reservation (the “Middle Tonner Canyon Property”) and retained the balance of the Firestone Scout Reservation (the “Upper Tonner Canyon Property”) in a transaction (the “2001 Transaction”) pursuant to which Boy Scouts reserved certain rights, and was granted certain easements and licenses, with respect to the Middle Tonner Canyon Property (and other adjacent property) (the Boy Scouts and City entered into further agreements concerning their respective future rights and obligations as set forth in the Use Agreement dated as of June 28, 2001 and the Acknowledgement of Reservations and Grant of Easements and License Agreements dated as of June 28, 2001 (the “2001 Transaction Agreements”)); and

WHEREAS, the City has certain mitigation requirements with respect to possible uses by the City of the Middle Tonner Canyon Property, and desires to acquire the 800 Acre parcel in satisfaction of such mitigation requirements. The Boy Scouts has agreed to sell such 800 Acre Parcel to City on the condition that Boy Scouts (i) retains a perpetual easement appurtenant for use of such 800 Acre Parcel for continued operations of the Firestone Scout Reservation and (ii) is granted rights (to the extent permissible under any governmental regulations applicable to a future water project) to use any water project that may be developed on the Middle Tonner Canyon Property as the “Public/Private Use of Middle Tonner Canyon Property” proposed by City; and

WHEREAS, The City and Boy Scouts desire to (i) cause approximately 800 acres of the Upper Tonner Canyon Property (referred to herein as the “800 Acre Parcel”) to now be conveyed to Buyer (subject to the retention by Seller of a portion thereof), as more particularly described in the Purchase and Sale Agreement (the “Agreement”); (ii) amend the 2001 Transaction Agreements to remove restrictions on development of the Middle Tonner Canyon Property, and remove certain obligations of City and Boy Scouts as agreed between City and Boy Scouts; and (iii) enter into new easement, license and other related agreements to set forth the respective rights and obligations of Seller and Buyer with respect to the Middle Tonner Canyon Property and the 800 Acre Parcel; and

WHEREAS, the Boy Scouts desires to retain from the Upper Tonner Canyon Property (i) a parcel of approximately 10 Acres (the “Firestone Base Parcel”) as well as (ii) three (3) parcels which are currently improved with communication towers and

related equipment and improvements (the “Cell Tower Sites”). The precise location of the Firestone Base Parcel and the Cell Tower Sites, are being prepared and, when completed, will be attached to the Agreement as an exhibit; and

WHEREAS, the purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA; and

WHEREAS, the City finds and determines that it is in the public interest and benefit to acquire the 800 Acre Parcel for mitigation purposes to further and complement the City’s future development of the Middle Tonner Canyon Property and certain other adjacent properties.

NOW, THEREFORE, THE CITY OF INDUSTRY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. CEQA. Based upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption, the City Council hereby finds and determines that the purchase of the Property is exempt from the California Environmental Quality Act (“CEQA”) (Public Resources Code Section 21000 *et seq.*), pursuant to Section 15061(b)(3) of the CEQA Guidelines. While the City desires to purchase the Property, there are no definitive plans for any development or use of the Property, and, at this time, the Property will remain in its present condition. Any future use or development of the Property will be subject to separate review for compliance with CEQA. Based on these findings, the City Council adopts the Notice of Exemption and directs staff to file same as required by law.

SECTION 3. Approval of the Purchase and Sale Agreement. The City hereby approves the Agreement between the City and the Boy Scouts for a purchase price of \$6,160,714.00 and an additional \$1,000,000.00 contribution from the City to the Boy Scouts for use by the Boy Scouts in covering costs related to certain development restrictions resulting from the terms and conditions of the Agreement. Closing of escrow, as set forth in the Agreement, is subject to the City and the Boy Scouts securing all necessary governmental approvals for the sale of the 800 Acre Parcel.

SECTION 4. Authorization. The City Manager is hereby authorized to take such further actions as may be necessary to carry out the obligations set forth in this Resolution.

SECTION 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 6. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

SECTION 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED at a meeting of the City Council on the 14th day of January, 2016.

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Mark D. Radecki
Mayor

ATTEST:

Cecelia Dunlap
Deputy City Clerk

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Sale of property located at

Project Location - Specific: 800 acres of Upper Tonner Canyon Property, located in the Firestone Scout Reservation

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The project is the purchase of approximately 800 acres of real property located in Upper Tonner Canyon, by the City, from the Greater Los Angeles Area Council, Boy Scouts of America.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:*
- Statutory Exemptions. *State code number:*
- General Rule Exemption (Sec. 15061): *State type and section number:* 15061(b)(3)

Reasons why project is exempt: Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Lead Agency

Contact Person: Brian James

Telephone: (626) 333-2211

Signature: _____

Date:

Title: Planning Director

*CITY COUNCIL
JANUARY 14, 2016
SPECIAL MEETING*

ITEM NO. 6.1

HANDOUT ITEM

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (“Agreement”) is made and entered into as of **January 14, 2016**, by and between **GREATER LOS ANGELES AREA COUNCIL, BOY SCOUTS OF AMERICA, a California nonprofit corporation** (“Boy Scouts” or “Seller”) and the **CITY OF INDUSTRY, a California municipal corporation** (“City” or “Buyer”). The Boy Scouts and the City are hereinafter sometimes individually referred to as a “party” and collectively referred to as the “parties.”

RECITALS

A. WHEREAS, Seller has owned and operated the Firestone Scout Reservation (the “**Firestone Scout Reservation**”) on certain real property in the Tonner Canyon area for many years. In June, 2001, Boy Scouts conveyed to City a portion of the Firestone Scout Reservation (referred to herein as the “**Middle Tonner Canyon Property**”) and retained the balance of the Firestone Scout Reservation (referred to herein as the “**Upper Tonner Canyon Property**”) in a transaction (the “**2001 Transaction**”) pursuant to which Boy Scouts reserved certain rights, and was granted certain easements and licenses, with respect to the Middle Tonner Canyon Property (and other adjacent property)(the Boy Scouts and City entered into further agreements concerning their respective future rights and obligations as set forth in the Use Agreement dated as of June 28, 2001 and the Acknowledgement of Reservations and Grant of Easements and License Agreements dated as of June 28, 2001 (the “**2001 Transaction Agreements**”)).

B. WHEREAS, the City has certain mitigation requirements with respect to possible uses by the City of the Middle Tonner Canyon Property, and desires to acquire the 800 Acre parcel (as defined below) in satisfaction of such mitigation requirements. Boy Scouts has agreed to sell such 800 Acre Parcel to City on the condition that Boy Scouts (i) retains a perpetual easement appurtenant for use of such 800 Acre Parcel for continued operations of the Firestone Scout Reservation and (ii) is granted rights (to the extent permissible under any governmental regulations applicable to the water project) to use any water project that may be developed on the Middle Tonner Canyon Property as the “Public/Private Use of Middle Tonner Canyon Property” proposed by City (as such term is defined in the Easement Deed as identified in Section 6.1.5 below).

C. WHEREAS, Buyer and Seller desire to (i) cause approximately 800 acres of the Upper Tonner Canyon Property (referred to herein as the “**800 Acre Parcel**”¹) to now be conveyed to Buyer (subject to the retention by Seller of a portion thereof, as more particularly described below (the “**2013 Retained Property**”)), (ii) amend the 2001 Transaction Agreements to remove restrictions on development of the Middle Tonner Canyon Property and remove certain obligations of City and Boy Scouts as agreed between City and Boy Scouts and (iii) enter into new easement, license and other related agreements to set forth the respective rights and obligations of Seller and Buyer with respect to the Middle Tonner Canyon Property and the 800 Acre Parcel (collectively,

¹ Seller and Buyer agree that the reference to the 800 Acre Parcel is an arbitrary name choice, the actual size of the 800 Acre Parcel is in excess of 800 Acres, and all provisions respecting such parcel in this agreement, including price per acre, are made and apply to the entire such parcel.

the “**2013 Transaction Agreements**” as more particularly identified on **Schedule 1** attached hereto) for the continued operation by Seller of the Firestone Scout Reservation on the 2013 Retained Property and the 800 Acre Parcel, and, as more particularly provided in the 2013 Transaction Agreements, a license for the continued use of the Middle Tonner Canyon Property.

D. WHEREAS, the Middle Tonner Canyon Property and the Upper Tonner Canyon Property (comprised of both the 800 Acre Parcel and the 2013 Retained Property) are depicted on Exhibit A and the Upper Tonner Canyon Property is legally described on Exhibit B attached hereto, which exhibits are incorporated herein by this reference;

E. WHEREAS, Seller desires to retain from the Upper Tonner Canyon Property (i) a parcel of approximately 10 Acres as more particularly depicted on Exhibit C attached hereto (the “**Firestone Base Parcel**”) as well as (ii) three (3) parcels which are currently improved with communication towers and related equipment and improvements (the “**Cell Tower Sites**” and, together with the Firestone Base Parcel, being the “2013 Retained Property”). The precise location of the Firestone Base Parcel and the Cell Tower Sites, are being prepared and, when completed, will be attached hereto as an updated Exhibit C (which Exhibit C also shall show the location of the access route and dock-related facilities contemplated in association with the possible water use which may be constructed on the Middle Tonner Canyon Property). The legal Description of the Firestone Base Parcel and the Cell Sites will be attached hereto as Exhibit D-1 and the legal description for the 800 Acre Parcel will be attached hereto as Exhibit D-2, and each such exhibit then shall be incorporated herein by this reference.

F. WHEREAS, Buyer finds and determines that it is in the public interest and benefit to acquire the 800 Acre Parcel for mitigation purposes to further and complement Buyer’s future development of the Middle Tonner Canyon Property and certain other adjacent properties.

G. WHEREAS, the parties have been negotiating this Agreement for several years..

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

1. Definitions: For the purposes of this Agreement the following terms will be defined as follows:

1.1 800 Acre Parcel”: That certain real property which is a part of the Firestone Scout Reservation located in Los Angeles County and Orange County, State of California, which 800 Acre Parcel shall be as legally described on Exhibit D to be attached hereto

1.2 “Actual Knowledge of Seller”: Actual knowledge of Seller means and is limited to the actual knowledge of Charles M. Keathley, Scout Executive and CEO, without having conducted any independent inquiry or inspection, unless such inquiry has in fact been conducted, without any further obligation to do so.

1.3 “Closing Date”: The Closing Date shall occur after the fulfillment of the conditions to the Closing set forth in Section 8, as promptly following the approval of the transactions described in this Agreement as set forth in Section 8 as such conditions can be

satisfied, and in any event on or before December 31, 2016, subject to extension as may be mutually agreed upon by the parties or as otherwise provided herein.

1.4 “Closing” and “Close of Escrow”: Closing and Close of Escrow are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Los Angeles County Grant Deed and the Orange County Grant Deed are recorded in the official records of the counties in which the 800 Acre Parcel is located.

1.5 “Due Diligence Period”: The Due Diligence Period during which Buyer completed its due diligence as described in Section 9 commenced and ended prior to the parties entering into this Agreement.

1.6 “Easement Deed”: As defined in Section 6.1.5.

1.7 “Effective Date”: The Effective Date, which is the date from which all dates in this Agreement will be measured, is the date set forth in the introductory paragraph of this Agreement.

1.8 “Environmental Audit”: Shall have the meaning given thereto in Section 20.1 hereof.

1.9 “Environmental Law”: Shall have the meaning given thereto in Section 20.1 hereof.

1.10 “Escrow”: Shall have the meaning given thereto in Section 4 hereof.

1.11 “Escrow Holder”: The Escrow Holder is First American Title Company, Glendale, California office.

1.12 “Exhibits”: Exhibits means the following, each of which is attached hereto and incorporated herein by this reference:

<u>Exhibit A</u>		Depiction of Middle Tonner Canyon Property and Upper Tonner Canyon Property
<u>Exhibit B</u>	-	Legal Description of Upper Tonner Canyon Property
<u>Exhibit C</u>		Depiction of Firestone Base Parcel, Cell Sites and Access Route and Dock Location for potential water project on Middle Tonner Canyon Property (to be attached)
<u>Exhibit D-1</u>		Legal Description of 2013 Retained Property (to be attached)
<u>Exhibit D-2</u>		Legal Description of 800 Acre Parcel (to be attached)
<u>Exhibit E</u>	-	Form of Grant Deed
<u>Exhibit F</u>	-	FIRPTA Affidavit
<u>Exhibit G</u>	-	Amended and Restated Use Agreement
<u>Exhibit H</u>		Acknowledgment of Reservations and Grant of Easements and License Agreement (2013)

1.13 “FIRPTA Certificate”: Shall have the meaning given thereto in Section 6 hereof.

1.14 “Grant Deed”: Shall mean the Los Angeles County Grant Deed and the Orange County Grant Deed, collectively.

1.15 “Hazardous Substance:” Shall have the meaning given thereto in Section 20.1 hereof.

1.16 “Los Angeles County Grant Deed”: Shall have the meaning given thereto in Section 6 hereof.

1.17 “Notices”: will be sent as follows to:

Seller: Greater Los Angeles Area Council,
Boy Scouts of America
2333 Scout Way
Los Angeles, California 90026-0210
Attention: Mr. Charles M. Keathley – mark “Personal and Confidential”
Telephone: (213) 413-4400
Telecopy: (213) 483-6472

with a copy to: Fragner Seifert Pace & Winograd LLP
601 South Figueroa Street
Suite 2320
Los Angeles, California 90017
Attention: Pamela K. Prickett
Telephone: (213) 687-2349
Telecopy: (213) 406-6065

Buyer: City of Industry
15651 East Stafford Street
City of Industry, California 91744
Attention: Paul Philips, City Manager
Telephone: (626) 333-2211
Telecopy: (626) 961-6795

with a copy to: City of Industry
15651 East Stafford Street
City of Industry, California 91744
Attention: Mark Radecki, Mayor
Telephone: (626) 333-2211
Telecopy: (626) 961-6795

and a copy to Casso & Sparks, LLP
P.O. Box 4131

West Covina, CA 91791
Attention: James M. Casso, Esq.
Telephone: (626) 512-5470
Telecopy: (626) 961-6795

Escrow Holder: First American Title Company
18500 Von Karman Avenue, Suite 600
Irvine, CA 92612
Attention: Patty Beverly, Escrow Officer,
Telephone: (949) 885-2465
Telecopy: (877) 372-0260,

1.18 “Opening of Escrow”: Shall have the meaning given thereto in Section 4 hereof.

1.19 “Orange County Grant Deed”: Shall have the meaning given thereto in Section 6 hereof.

1.20 “Permitted Exceptions”: Shall have the meaning given thereto in Section 7 hereof.

1.21 “Purchase Price”: The Purchase Price payable for the transaction described in this agreement is an aggregate of Seven Million One Hundred Sixty Thousand Seven Hundred Fourteen Dollars (\$ 7,160,714.00), comprised of (i) Six Million One Hundred Sixty Thousand Seven Hundred Fourteen Dollars paid in respect of the 800 Acre Parcel², and (ii) One Million Dollars (\$1,000,000.00) paid in respect of the recording of the Amended and Restated Use Agreement to be recorded concurrently with the closing of the transaction described in this Agreement

1.22 “Right of Way Agreements”: As defined in Section 6.2 (e).

1.23 “Title Company”: Shall mean First American Title Insurance Company.

1.24 “Title Policy”: Shall have the meaning given thereto in Section 11 hereof.

2. Purchase and Sale: Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the 800 Acre Parcel more particularly described in Exhibit D-2 attached hereto. In consideration of Seller’s sale of the 800 Acre Parcel to Buyer, Buyer shall (a) pay to Seller the Purchase Price at the Closing, and (b) perform all of Buyer’s other obligations hereunder, which shall include the various indemnities set forth herein whether or not the Closing occurs hereunder. Buyer and Seller acknowledge and agree that the Purchase Price, and all other terms and conditions of this Agreement, are agreed and not subject to increase or decrease in the event a survey or any other information concerning the size or dimensions of the approximately 800 acre “800 Acre Parcel” reveals such parcel to be greater or lesser than exactly 800 acres.

²² Which price reflects the adjustment agreed in September 2013 for the value of the 2013 Retained Property)

3. **Purchase Price:** Buyer shall deposit the Purchase Price with Escrow Holder, together with the closing costs and fees, in cash, by confirmed wire transfer, prior to the Close of Escrow.

4. **The Closing:** Immediately upon the execution of this Agreement, Buyer and Seller will open an escrow (the “**Escrow**”) with the Escrow Holder by delivering to Escrow Holder a fully executed copy of this Agreement (the “**Opening of Escrow**”). The purchase and sale of the 800 Acre Parcel will be completed through the Escrow. Buyer and Seller agree to execute any additional instructions reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Cancellation Fees and Expenses:** Buyer is responsible for the costs of the escrow for this transaction, and to the extent that any costs of escrow holder are required to be paid from time to time, such costs shall be paid by Buyer promptly upon request. In the event that the Closing does not occur at the time and in the manner provided in this Agreement because of the default of one of the parties, the non-defaulting party has the right to cancel the Escrow by written notice to the defaulting party and to the Escrow Holder and all costs of cancellation, if any, will be paid by the defaulting party.

6. **Deliveries to Escrow Holder:**

6.1 **By Seller.** On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

6.1.1 A grant deed substantially in the form attached to this Agreement as **Exhibit E** (“**Los Angeles County Grant Deed**”), duly executed by Seller, acknowledged and in recordable form, conveying to Buyer that portion of the 800 Acre Parcel that is located in Los Angeles County, California.

6.1.2 A grant deed (“Orange County Grant Deed”), substantially in the form of the Los Angeles County Grant Deed (with such modifications as are required to cause such deed to apply to the portion of the 800 Acre Parcel located in Orange County), duly executed by Seller, acknowledged and in recordable form, conveying to Buyer that portion of the 800 Acre Parcel that is located in Orange County, California.

6.1.3 A Transferor’s Certificate of Non-Foreign Status and California Franchise Tax Board Form 597-W in the form attached to this Agreement as **Exhibit F** (“**FIRPTA Certificate**”), properly executed by Seller.

6.1.4 Two (2) counterparts of the Amended and Restated Use Agreement in the form attached to this Agreement as **Exhibit G** (“**Use Agreement**”), duly executed by Seller.

6.1.5 Four (4) counterparts of the Acknowledgement of Reservations and Grant of Easement and Licenses Agreement (2013) in the form attached to this Agreement as **Exhibit H** (the “Easement Deed”), duly executed by Seller, acknowledged and in recordable form.

6.1.6 Four (4) counterparts of the Memorandum of Use Agreement (the “**Use Agreement Memorandum**”), duly executed by Seller, acknowledged and in recordable form

6.1.7 Buyer acknowledges that Buyer has had effective possession and access of the 800 Acre Parcel prior to the date hereof, and no further disclosures or information with respect thereto is required to be delivered by Seller. Seller shall cooperate with such reasonable information requests (other than for appraisals, internal memoranda or communications, including without limitation communications with counsel and the other information excepted as set forth in Section 9.2.1 through 9.2.3, below) as may be made by Buyer as reasonably required for Buyer's performance of Buyer's obligations as owner of the 800 Acre Parcel.

6.2 By Buyer. On or prior to the Closing Date, Buyer will deliver or cause to be delivered to Escrow Holder the following items:

6.2.1 The Purchase Price.

6.2.2 Two (2) counterparts of the Use Agreement, duly executed by Buyer.

6.2.3 Four (4) copies of the Easement Deed, duly executed by Buyer, acknowledged and in recordable form.

6.2.4 Four (4) copies of the Use Agreement Memorandum, duly executed by Buyer and in recordable form.

6.2.5 Such resolutions, certificates and/or other documents relating to Buyer as are reasonably required in connection with this transaction.

6.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement as are reasonably required by Escrow Holder or otherwise required to close escrow. In addition Seller and Buyer hereby designate Escrow Holder as the "Reporting Person" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

7. Condition of Title: At the Closing, fee simple title to the 800 Acre Parcel will be conveyed by Seller to Buyer by Grant Deed, subject only to the following matters ("Permitted Exceptions"):

(a) any lien on the 800 Acre Parcel for real estate taxes and assessments not yet delinquent;

(b) matters of title respecting the 800 Acre Parcel of record as of the date of this Agreement and set forth in the Preliminary Title Report, except such matters shown therein as have been expressly disapproved in writing by Buyer, delivered to Seller not less than ten (10) days prior to the date of this Agreement;

(c) matters affecting the condition of title to the 800 Acre Parcel created by or with the consent, or by reason of the acts or omissions, of Buyer; and

(d) any matters which would be shown by a survey of the 800 Acre Parcel or by inquiry of persons in possession of the 800 Acre Parcel.

The parties agree that (i) except as specifically provided in the Los Angeles County Grant Deed and the Orange County Grant Deed, Seller makes no express or implied warranties regarding the condition of title to the 800 Acre Parcel, and (ii) Buyer shall rely on the Title Policy for protection against any title defects.

8. Conditions to the Close of Escrow:

8.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

8.1.1 Title. Buyer has received preliminary reports for the 800 Acre Parcel prepared by the Title Company together with copies of the documents described in such report. Buyer has examined the preliminary reports and the documents and has reviewed matters referred to in Sections 7(b) and (d). Buyer acknowledges and agrees that it accepts and shall not have the right to object to those items listed in the preliminary title report. .

8.1.2 Inspections and Studies. Buyer has approved the results of any and all inspections, investigations, tests and studies as Buyer may have elected to make or obtain within the Due Diligence Period, including but not limited to any Environmental Audit. Buyer shall pay for all such inspections, tests and studies. In the event this Agreement is terminated prior to Closing, Buyer will give copies of all inspections, investigations, tests or studies to Seller.

8.1.3 Representations, Warranties and Covenants of Seller. Seller will have duly performed each and every agreement to be performed by Seller hereunder and, subject to the provisions of Sections 9.1 and 9.4, Seller's express representations and warranties set forth in this Agreement will be true and correct as of the Closing Date.

8.1.4 Seller's Deliveries. Seller will have delivered the items described in Section 6.1.

8.1.5 Title Insurance. As of the Closing, the Title Company will issue or have committed to issue to Buyer the Title Policy described in Section 11.

The conditions set forth in this Section 8.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times, Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller. If any conditions are not satisfied at or before the Close of Escrow (unless such conditions are deemed satisfied for failure to notify Seller of disapproval), and Buyer has not waived the unsatisfied conditions, Seller will not be deemed to be in default (unless Seller has breached Section 8.1.3 or 8.1.4 above) and Buyer may but is not required to terminate this Agreement.

8.2 Conditions Precedent to Seller's Obligations. The Closing and Seller's obligations with respect to this transaction are subject to the following conditions precedent: (a) Buyer's delivery to Escrow Holder on or before the Closing Date, of the Purchase Price and the other items described in Section 6.2, (b) Buyer having duly performed each and every agreement to be performed by Buyer hereunder, and Buyer's representations, warranties and covenants set forth in this Agreement, continuing to be true and correct as of the Closing Date, and (c) the

concurrent recordation in the Official Records of Los Angeles and Orange Counties, respectively, of the Easement Deed. The conditions set forth in this Section 8.2 are solely for the benefit of Seller and may be waived only by Seller, with such waiver to be in writing to Buyer duly signed by Seller.

8.3 Mutual Condition Precedent. The Closing, and Seller's and Buyer's respective obligations with respect to this transaction are subject to the completion, at least five (5) business days prior to the Closing Date, of a lot line adjustment or other process (including, if applicable, a certificate of compliance from Los Angeles County with respect to the Firestone Base Parcel and/or a certificate of compliance from Orange County with respect to each of the three Cell Tower Sites) so as to cause the 2013 Retained Property (and each component thereof) and the 800 Acre Parcel each to be separate legal parcels so as to permit Boy Scouts to lawfully convey the fee interest in each of the 800 Acre Parcel and each component of the 2013 Retained Property (as to all such parcels, the "**Creation of Separate Parcels**"). City and Boy Scouts each shall use their respective reasonable efforts to cause such Creation of Separate Parcels to be completed as soon as possible after the Effective Date, and no later than two years of the date of this Agreement, subject to the right in favor of each party, acting alone, to extend such two year period by an additional period of up to one year, to cause the Creation of Separate Parcels to be completed. Upon completion of the Creation of Separate Parcels, Exhibits C and D shall be attached to this Agreement and the Parties shall proceed to close in accordance with the terms of this Agreement. In the event the Creation of Separate Legal Parcels is not complete by the three year anniversary date of the date of this Agreement (the "Outside Date"), either party, acting alone in its discretion, may deliver written notice to the other party terminating this Agreement.

If, after the Closing, Boy Scouts is advised that the development of improvements is not permissible under applicable governmental regulations on the location selected for the Firestone Base Parcel, Boy Scouts shall have the right to re-locate the Firestone Base Parcel to a location within the Upper Tonner Canyon Property on which such improvements are allowed to be constructed in compliance with applicable government regulations, subject, however, to the limitation that such relocation shall not materially adversely impact the mitigation requirements applicable to the proposed development on the Middle Tonner Canyon Property.

9. Due Diligence Period:

9.1 Matters Reviewed. During the Due Diligence Period, Buyer completed its due diligence and approved all relevant matters relating to the 800 Acre Parcel, and its suitability for Buyer's intended use, including, without limitation, the following matters:

9.1.1 the physical condition of the 800 Acre Parcel, including without limitation:

(a) seismic, including whether or not the 800 Acre Parcel is situated in a Special Study Zone as designated under the Alquist-Priolo Special Earthquake Studies Zone Act, which

may subject construction or development of the 800 Acre Parcel to the findings of an acceptable geologic report), hydrological, geological and topographical conditions.

- (b) the availability of adequate utilities and public access,
- (c) the status and nature of any existing or proposed assessment districts and the amount of any assessment liability,
- (d) the character and amount of any fee or charge which may be imposed in connection with the development of the 800 Acre Parcel,
- (e) whether or not the 800 Acre Parcel is located in a Special Flood Hazard Area,
- (f) the status of the 800 Acre Parcel with respect to asbestos and other hazardous and toxic materials, and
- (g) compliance of the 800 Acre Parcel with all applicable laws, including Environmental Law (defined below).

Seller has allowed Buyer and/or its agents access to the 800 Acre Parcel to perform any and all investigations and inspections desired by Buyer (provided such entry was subject to the provisions of Section 24 and any Environmental Audit (defined below) was subject to the provisions of Section 20);

9.1.2 applicable government ordinances, rules and regulations and evidence of compliance therewith, including without limitation zoning and building regulations, subdivision improvement agreements and development agreements;

9.1.3 all private restrictions applicable to the 800 Acre Parcel (including without limitation declarations of covenants, conditions and restrictions, reciprocal easement and operating agreements, architectural restrictions and owners' association governing documents);

9.1.4 all licenses, permits, recorded subdivision maps and conditions, improvement agreements, bonds, development agreements, and any and all other governmental approvals and/or authorizations relating to the 800 Acre Parcel;

9.1.5 leases, agreements, contracts, documents, instruments, reports, surveys, books and records relating to the 800 Acre Parcel; and

9.1.6 any and all other matters concerning the current and future use, feasibility or value, or governmental permissions or entitlements pertaining to the 800 Acre Parcel, or any other matter or circumstance relevant to Buyer in its discretion concerning the 800 Acre Parcel and its marketability.

9.2 Delivery of Copies. Seller has made reasonably available to Buyer, if reasonably required by Buyer and requested by Buyer in writing, for inspecting, copies of all information in

Seller's possession, except:

9.2.1 the contents of files maintained by Seller concerning this transaction or any other potential sale or joint venture transaction concerning the 800 Acre Parcel;

9.2.2 appraisals; and

9.2.3 information which is privileged, confidential or proprietary, including, but not limited to: minutes or other summaries or correspondence concerning any meeting of Seller's board of directors, its executive committee or its Asset Committee, internal memoranda and correspondence, analyses and business plans; financial information; and correspondence and other materials to or from Seller's attorneys and potential third party buyers.

Buyer expressly agrees that Seller has made available copies of all such documents and information to Buyer for informational purposes only and without representation or warranty as to the accuracy or completeness of the contents of such materials. Buyer covenants and agrees that it has not relied on such documents and information and has conducted its own due diligence on all matters referred to in such documents and information, or otherwise relating to the 800 Acre Parcel. The originals of all items described in Sections 9.1.3 – 9.1.5 will be retained by Seller. Without limiting the foregoing, Seller has delivered to Buyer a copy of the Commercial Property Owner's Guide to Earthquake Safety.

9.3 Material New Matters. Buyer acknowledges and agrees that the obligation of Buyer to purchase the 800 Acre Parcel in accordance with the terms of this Agreement is not subject to the possible discovery by Buyer of any new matter between the Effective Date and the Closing Date, regardless of the nature or materiality of such new matter, except only the fraud of Seller or a knowing material misrepresentation by Seller being contained in this Agreement.

10. 800 Acre Parcel "As-Is":

10.1 NO SIDE AGREEMENTS OR REPRESENTATIONS; AS-IS PURCHASE. BUYER REPRESENTS, WARRANTS AND COVENANTS TO SELLER THAT BUYER HAS, DURING THE DUE DILIGENCE PERIOD, INDEPENDENTLY AND PERSONALLY INSPECTED THE 800 ACRE PARCEL AND IMPROVEMENTS, IF ANY, AND THAT BUYER HAS ENTERED INTO THIS AGREEMENT BASED UPON ITS RIGHTS AND ABILITY TO MAKE SUCH PERSONAL EXAMINATION AND INSPECTION. BUYER AGREES THAT BUYER WILL ACCEPT THE 800 ACRE PARCEL, IN ITS THEN CONDITION AS-IS AND **WITH ALL ITS FAULTS**, INCLUDING WITHOUT LIMITATION, ANY FAULTS AND CONDITIONS SPECIFICALLY REFERENCED IN THIS AGREEMENT. NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF, BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS

OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO:

10.1.1 THE VALUE OF THE 800 ACRE PARCEL;

10.1.2 THE INCOME TO BE DERIVED FROM THE 800 ACRE PARCEL;

10.1.3 THE SUITABILITY OF THE 800 ACRE PARCEL FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER MAY CONDUCT THEREON, INCLUDING ANY DEVELOPMENT OF THE 800 ACRE PARCEL;

10.1.4 THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE 800 ACRE PARCEL;

10.1.5 THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE 800 ACRE PARCEL;

10.1.6 THE NATURE, QUALITY OR CONDITION OF THE 800 ACRE PARCEL, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY;

10.1.7 THE COMPLIANCE OF OR BY THE 800 ACRE PARCEL OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY;

10.1.8 THE MANNER; CONDITION OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE 800 ACRE PARCEL;

10.1.9 COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO, THE ENDANGERED SPECIES ACT, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990 OR ANY OTHER LAW, RULE OR REGULATION GOVERNING ACCESS BY DISABLED PERSONS, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING;

10.1.10 THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE 800 ACRE PARCEL;

10.1.11 THE CONTENT, COMPLETENESS OR ACCURACY OF THE DUE DILIGENCE MATERIALS, INCLUDING ANY INFORMATIONAL PACKAGE, COST ESTIMATES OR OTHER MATERIALS PREPARED BY SELLER;

10.1.12 THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE 800 ACRE PARCEL, INCLUDING ANY PLANS AND SPECIFICATIONS THAT MAY HAVE BEEN OR MAY BE PROVIDED TO BUYER;

10.1.13 THE CONFORMITY OF THE 800 ACRE PARCEL TO PAST, CURRENT OR FUTURE APPLICABLE ZONING OR BUILDING REQUIREMENTS;

10.1.14 DEFICIENCY OF ANY UNDERSHORING;

10.1.15 DEFICIENCY OF ANY DRAINAGE;

10.1.16 THE FACT THAT ALL OR A PORTION OF THE 800 ACRE PARCEL MAY BE LOCATED ON OR NEAR AN EARTHQUAKE FAULT LINE OR LOCATED IN AN ALQUIST-PRIOLO SPECIAL STUDY ZONE;

10.1.17 THE EXISTENCE OF VESTED LAND USE, ZONING OR BUILDING ENTITLEMENTS AFFECTING THE 800 ACRE PARCEL NOT KNOWN TO THE ACTUAL KNOWLEDGE OF SELLER; OR

10.1.18 WITH RESPECT TO ANY OTHER MATTER CONCERNING THE 800 ACRE PARCEL EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED HEREIN, INCLUDING ANY AND ALL SUCH MATTERS REFERENCED, DISCUSSED OR DISCLOSED IN ANY DOCUMENTS DELIVERED BY SELLER TO BUYER, IN ANY PUBLIC RECORDS OF ANY GOVERNMENTAL AGENCY OR ENTITY OR UTILITY COMPANY, OR IN ANY OTHER DOCUMENTS AVAILABLE TO BUYER.

BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE 800 ACRE PARCEL AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE 800 ACRE PARCEL, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE 800 ACRE PARCEL AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION MADE AVAILABLE TO BUYER OR PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE 800 ACRE PARCEL WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN. BUYER AGREES TO FULLY AND IRREVOCABLY RELEASE ALL SUCH SOURCES OF INFORMATION AND PREPARERS OF INFORMATION AND DOCUMENTATION TO THE EXTENT SUCH SOURCES OR PREPARERS ARE SELLER OR ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS,

SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS OR ASSIGNS FROM ANY AND ALL CLAIMS THAT THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SUCH SOURCES AND PREPARERS OF INFORMATION FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM SUCH INFORMATION OR DOCUMENTATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE 800 ACRE PARCEL, OR THE OPERATION THEREOF, FURNISHED BY ANY OF THE FOREGOING ENTITIES AND INDIVIDUALS OR ANY OTHER INDIVIDUAL OR ENTITY. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE 800 ACRE PARCEL AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS, AND THAT SELLER HAS NO OBLIGATION TO MAKE REPAIRS, REPLACEMENTS OR IMPROVEMENTS EXCEPT AS MAY OTHERWISE BE EXPRESSLY STATED HEREIN.

10.2 RELEASE. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BUYER AND ANYONE CLAIMING BY, THROUGH OR UNDER BUYER HEREBY FULLY AND IRREVOCABLY RELEASES SELLER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THEIR BEHALF, FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST SELLER OR ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, AGENTS, SERVANTS, ATTORNEYS, AFFILIATES, PARENT COMPANIES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, AND ALL PERSONS, FIRMS, CORPORATIONS AND ORGANIZATIONS ACTING ON THEIR BEHALF FOR ANY COSTS, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, LATENT OR OTHERWISE, GEOTECHNICAL AND SEISMIC, AFFECTING THE 800 ACRE PARCEL OR ANY PORTION THEREOF INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL MATTERS WHICH WERE:

10.2.1 DESCRIBED OR REFERRED TO IN ANY ENVIRONMENTAL AUDIT OBTAINED BY BUYER; OR

10.2.2 REASONABLY DISCOVERABLE BY PRUDENT INVESTIGATION DURING THE DUE DILIGENCE PERIOD; OR

10.2.3 OTHERWISE DISCLOSED BY SELLER TO BUYER OR DISCOVERED BY BUYER AT ANY TIME PRIOR TO THE CLOSING.

THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS PRESENTLY UNAWARE OR WHICH BUYER DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE TO SELLER. BUYER SPECIFICALLY WAIVES THE PROVISION OF

CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:
"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR EXPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN TO HIM MUST HAVE MATERIALLY AFFECTED THE SETTLEMENT WITH THE DEBTOR."

IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATIONS TO REFLECT THAT ALL OF THE 800 ACRE PARCEL IS SOLD BY SELLER AND PURCHASED BY BUYER SUBJECT TO THE FOREGOING. IT IS NOT CONTEMPLATED THAT THE PURCHASE PRICE WILL BE INCREASED IF COSTS TO BUYER ASSOCIATED WITH THE 800 ACRE PARCEL PROVE TO BE LESS THAN EXPECTED NOR WILL THE PURCHASE PRICE BE REDUCED IF THE BUYER'S PLAN FOR THE 800 ACRE PARCEL LEADS TO HIGHER COST PROJECTIONS. THE SOLE REMEDY OF THE BUYER WILL BE TO TERMINATE THIS AGREEMENT AS PROVIDED HEREIN PRIOR TO THE END OF THE DUE DILIGENCE PERIOD.

Buyers initials

Sellers initials

10.3 Disclosures; Specific Acknowledgment Regarding Condition of 800 Acre Parcel.
Without limiting the generality of the foregoing, Buyer is aware of and acknowledges the disclosures made by Seller and set forth in Exhibit H attached hereto.

11. Title Insurance: As of the Closing Date, the Title Company will issue to Buyer a CLTA Standard Coverage Policy with coverage in an amount equal to the Purchase Price showing title to the 800 Acre Parcel vested in Buyer subject only to the Permitted Exceptions and the standard printed exceptions and conditions in the policy of title insurance ("Title Policy"). If Buyer elects to obtain any additional endorsements or an extended coverage policy, the additional premium and costs of survey for the extended coverage policy and the cost of any endorsements will be at Buyers sole cost and expense; however, Buyer's election to obtain an extended coverage policy will not delay the Closing and Buyer's inability to obtain an extended coverage policy or any such endorsements will not be deemed to be a failure of any condition to Closing.

12. Costs and Expenses: Buyer shall pay all costs of every nature relating to the negotiation, documentation and closing of the transaction contemplated in this Agreement, including (without limitation): (a) all document recording charges; (b) any escrow fees and costs; (c) all premiums for the Title Policy and the entire additional cost of an extended coverage title policy, the cost of any required survey and, the cost of any endorsements required by Buyer; (d) all costs and expenses for the Creation of Separate Legal Parcels (including all surveys, engineering fees, application fees and other costs) and (e) all attorneys' fees and costs incurred in connection herewith by both counsel for Buyer and counsel for Seller (up to a maximum reimbursement by Buyer to Seller of \$110,000.00 for the costs of Seller's counsel for negotiation of this Agreement and the 2013 Transaction Agreements, a portion of which has been paid by Buyer, and the unpaid portion of which reimbursement shall be paid upon the mutual execution of this Agreement).

13. Prorations: There shall be no prorations of any amounts, including (without limitation) taxes, assessments, utility costs, or any other matters, all of which shall be borne entirely by Buyer.

14. Disbursements and Other Actions by Escrow Holder: At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

14.1 Disbursement of Funds. Disburse the Purchase Price as instructed by Seller.

14.2 Recording. Cause the following documents to be recorded in the Official Records of Los Angeles County and Orange County, as applicable:

14.2.1 In Los Angeles County, in the following order (i) the Los Angeles County Grant Deed (with documentary transfer tax information to be affixed after recording, or Buyer shall furnish such information to obtain an exemption as may be required), (ii) the Easement Deed and (iii) the Memorandum of Use Agreement.

14.2.2 In Orange County in the following order, (i) the Orange County Grant Deed (with documentary transfer tax information to be affixed after recording, or Buyer shall furnish such exemption as may be required), (ii) the Easement Deed and (iii) the Memorandum of Use Agreement.

14.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

14.4 Delivery of Documents to Buyer or Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

15. Intentionally Omitted:

16. Joint Representations and Warranties: In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

16.1 Authority. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate this transaction.

16.2 Actions. All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein, and the consummation of this transaction. No further consent or authorization of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

16.3 Due Execution. The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

16.4 Valid and Binding. This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

17. Seller's Warranties and Representations: Seller makes the following representations, covenants and warranties and acknowledges that Buyer will rely on such representations, covenants and warranties in acquiring the 800 Acre Parcel, each of which will survive the Closing for a period of six months; provided that any claims must be made in writing to Seller on or before 5:00 pm on the six month anniversary date of Closing Date.

17.1 Tenancy. Seller has not entered into any lease or other agreement for possession with any person or entity pursuant to which such person or entity has any current or future right or interest to occupy, possess or use all or any portion of the 800 Acre Parcel, which will create any obligation on Buyer, which is not permitted to be entered into by Seller with respect to continued use of the 800 Acre parcel pursuant to the 2013 Transaction Agreements.

17.2 Non-Foreign Entity. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

17.3 Pre-Closing Covenants. So long as this Agreement remains in full force and effect:

17.3.1 Without the prior written consent of Buyer, Seller will not convey any interest in the 800 Acre Parcel and will not subject the 800 Acre Parcel to any additional liens, encumbrances, covenants, conditions, easements, rights of way or similar matters after the date of this Agreement, except as may be otherwise provided for in this Agreement or the 2013 Transaction Agreements, which will not be eliminated prior to the Closing.

17.3.2 Except as otherwise provided in or contemplated by this Agreement, the 2013 Transaction Agreements or any agreement or document executed in connection herewith, Seller will not make any material alterations to the 800 Acre Parcel without Buyer's consent, which will not be unreasonably withheld or delayed.

18. Condemnation and Destruction: The obligations of Buyer and Seller hereunder shall not be affected by any proceedings under a power of eminent domain relating to the 800 Acre Parcel or any part thereof which had not been commenced prior to the date of this Agreement, nor by any damage to or destruction of the 800 Acre Parcel or any portion thereof or improvements thereon, the risk of all of which are hereby unconditionally assumed by Buyer. The rights of Buyer and Seller to any condemnation award or proceeds shall be as set forth in the Use Agreement.

19. Indemnification:

19.1 Indemnification By Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages

and losses, cause or causes of action and suit or suits of any nature whatsoever arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. This indemnity does not apply, however, to any item, matter, occurrence or condition which was known to or reasonably discoverable by Buyer prior to the Closing Date.

19.2 Indemnification by Buyer.

19.2.1 Buyer agrees to indemnify, defend (with counsel of Seller's choice) and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses (including without limitation any award of attorneys' fees and costs or negotiated payment thereof), cause or causes of action and suit or suits of any nature whatsoever arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement or any document delivered to Seller pursuant to this Agreement.

19.2.2 Buyer agrees to indemnify, defend (with counsel of Buyer's choice) and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses (including without limitation any award of attorneys' fees and costs or negotiated payment thereof), cause or causes of action and suit or suits of any nature whatsoever arising out of, either prior to or after the Closing, any third party lawsuit or other action challenging or otherwise questioning the authority of Buyer to undertake the transactions contemplated hereunder or the procedures undertaken by Buyer to authorize this transaction, including compliance with the California Environmental Quality Act, or the authority of the Buyer to grant the rights and interests granted to Seller under the Easement Agreement or the Use Agreement.

19.3 Survival. The provisions of this Section 19 will survive the Closing.

20. Hazardous Substances:

20.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

20.1.1 "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976).

20.1.2 "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products.

20.1.3 "Environmental Audit" means an environmental audit, review or testing of the 800 Acre Parcel performed by Buyer or any third party or consultant engaged by Buyer to conduct such study, including but not limited to the Phase I environmental assessment of the 800 Acre Parcel that may be prepared at the direction and cost and expense of Buyer.

20.2 Seller's Representations and Warranties: As of the date of this Agreement, to the Actual Knowledge of Seller:

20.2.1 Since the date of Seller's acquisition of the 800 Acre Parcel, no Hazardous Substances are now or have been used or stored on or within any portion of the 800 Acre Parcel except those substances which are or have been used or stored on the 800 Acre Parcel in the normal course of use and operation of the 800 Acre Parcel and in compliance with all applicable Environmental Laws;

20.2.2 Since the date of Seller's acquisition of the 800 Acre Parcel, there are and have been no federal, state or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the 800 Acre Parcel; and

20.2.3 No claims have been made by any third party against Seller relating to any Hazardous Substances on or within the 800 Acre Parcel.

20.3 Notices Regarding Hazardous Substances. Seller will promptly notify Buyer prior to the Closing Date if, to the Actual Knowledge of Seller, there may have been, as of or prior to the Effective Date, any Hazardous Substance on the 800 Acre Parcel, or in the soil, groundwater or soil vapor on or under the 800 Acre Parcel, or that Seller or the 800 Acre Parcel was then subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

20.4 Hazardous Substance Indemnifications.

20.4.1 If there are any third party claims against Buyer which arise out of any Hazardous Substances which became located in, on or under the 800 Acre Parcel during Seller's ownership of the 800 Acre Parcel, Seller will indemnify, defend (by counsel reasonably acceptable to Buyer) protect and hold Buyer harmless for, from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) arising therefrom in an amount not to exceed the Purchase Price of the 800 Acre Parcel.

20.4.2 If there are any third party claims against Seller which arise out of any Hazardous Substances which became located in, on or under the 800 Acre Parcel after the Closing Date, Buyer will indemnify, defend (by counsel reasonably acceptable to Seller) protect and hold Seller harmless for, from and against any and all claims, liabilities, penalties, forfeitures, losses or expenses (including attorneys' fees) arising therefrom.

20.4.3 As used in this Section 20.4, "Third Party Claims" are defined as any claims or rights of recovery by any person or entity (including governmental agencies):

- (a) which result from injury, damage or loss to or of any person or property; or
- (b) for cost recovery, removal or remedial action.

Third party claims will also include any costs paid or payable by either party for damage, loss, injury, investigation, removal, remediation or other liability in response to any third party claim or

in anticipation of any enforcement or remedial action undertaken or threatened by any government agency or private party.

20.5 Environmental Release. Nothing in Section 20.4 above is meant to diminish any party's rights or obligations under any federal, state or local law pertaining to or concerning Hazardous Substances; but Seller will not be liable to Buyer under and Buyer hereby releases Seller from any and all liability under any such law, for any Third Party Claims or any other claims which are attributable to any environmental condition which: (i) was described or referred to in any Environmental Audit obtained by Buyer; or (ii) was reasonably discoverable by prudent investigation during the Due Diligence Period; or (iii) was otherwise disclosed by Seller to Buyer or discovered by Buyer at any time prior to the Closing. The provisions of this Section 20.5 are not intended to diminish in any way the release set forth in Section 10.3 above.

20.6 Environmental Audit. Any Environmental Audit performed by Buyer during the Due Diligence Period was performed subject to the following conditions:

20.6.1 The Environmental Audit was conducted pursuant to standard quality control/quality assurance procedures and in accordance with Section 24.

20.6.2 Any report prepared as the result of the Environmental Audit, will be conspicuously labeled as a draft, and Buyer will promptly give Seller a copy of the draft report. Prior to the Closing, Buyer will keep the draft report and the information contained therein confidential and will not disclose it to any person or entity without Seller's prior written consent; provided, however, that Buyer may furnish a copy of said draft report to any consultant engaged in, or commenting upon the results of, said draft report.

20.6.3 If the Closing fails to occur for any reason other than a default by Seller, then Buyer will deliver all copies of the draft report to, and they will become the property of, Seller, and Buyer will not disclose to any party the contents of the draft report except pursuant to valid legal process or with the written consent of Seller.

20.6.4 Any ground water, soil or other samples taken from the 800 Acre Parcel will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws.

21. RESOLUTION OF DISPUTES BY ARBITRATION: Disputes arising out of this Agreement shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Arbitration Rules for the Real Estate Industry, including the Expedited Procedures set forth in such rules. The locale for arbitration under this Section 21 shall be Los Angeles, California.

(a) The Parties may agree on one arbitrator. If they cannot agree on one arbitrator, three arbitrators shall be appointed by the process set forth in the AAA Commercial Arbitration Rules and Procedures. The presiding arbitrator shall be a real estate attorney or retired judge with real estate experience, and the two additional arbitrators shall be (i) a certified public accountant familiar with real

estate and recreation issues and (ii) a real estate professional with expertise relating to youth camp development and administration.

(b) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in Los Angeles County, California, the time and place to be selected by the arbitrator(s). The arbitrator(s) shall give each Party written notice of the time and place at least thirty (30) days before the date selected. At the hearing, any relevant evidence may be presented by either Party and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded at the sole discretion of the arbitrator(s). The arbitrator(s) shall hear and determine the matter and shall execute and acknowledge the decision and the award, if any, in writing and cause a copy of the writing to be delivered to each of the Parties.

(c) All decisions of the arbitrator(s) shall be final, binding, and conclusive on all Parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof or that court may vacate, modify or correct the award in accordance with the prevailing provision of the California Arbitration Act. With respect to a financial award, if three arbitrators are serving, the decision of two of them shall be the binding decision of the panel. If two do not agree on the award, then the high and low award shall be rejected and the remaining number shall be the award of the panel. As to non-monetary award, if two agree, that is the binding decision. If two or more cannot agree then the binding decision shall be that of the attorney or retired judge.

(d) The Parties shall share equally all initial costs of arbitration. The costs of the arbitration shall be borne in such proportions as the arbitrator(s) may determine. The prevailing Party shall be entitled to reimbursement of reasonable attorney fees, costs, and expenses incurred in connection with the arbitration.

(e) The Parties acknowledge and agree that the fulfillment of the agreements set forth herein and the agreements entered into by the Parties concurrently herewith is intended to be the primary objective of any dispute resolution procedure, and that the arbitrator(s) is expressly authorized to order specific performance to effect the terms of this Agreement and the Amended and Restated Use Agreement.

NOTICE. BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS SPECIFIED IN SECTION 21 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 21. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE

OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS SPECIFIED IN SECTION 21 TO NEUTRAL ARBITRATION.

INITIALS:

!

Buyer's Initials

Seller's Initials

22. Notices: All notices or other communications required or permitted hereunder must be in writing, and must be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth in Section 1. All notices sent by mail will be deemed received two (2) days after the date of mailing and all notices sent by other means permitted herein shall be deemed received on the date delivered.

23. Broker: Seller represents and warrants to Buyer, and Buyer represents and warrants to Seller, that no broker or finder has been engaged by them in connection with any of the transactions contemplated by this Agreement, or to its knowledge is in any way connected with any of such transactions. Buyer will indemnify, save harmless and defend Seller from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Buyer in connection with this transaction. Seller will indemnify, save harmless and defend Buyer from any liability, cost, or expense arising out of or connected with any claim for any commission or compensation made by any person or entity claiming to have been retained or contacted by Seller in connection with this transaction. This indemnity provision will survive the Closing or any earlier termination of this Agreement.

24. Entry: Buyer and Buyer's representatives, agents and designees will have the right, at reasonable times and upon reasonable notice to Seller, (which notice must describe the scope of the planned testing and investigations) to enter upon the 800 Acre Parcel, in connection with Buyer's proposed purchase of the 800 Acre Parcel. However, Buyer agrees that:

- (a) all tests and investigations will be at Buyer's sole cost and expense;
- (b) the persons or entities performing such tests and investigations will be properly licensed and qualified and will have obtained all appropriate permits therefor;
- (c) Seller will have the right of approval (which will not be unreasonably withheld or delayed) of any proposed physical testing or drilling;
- (d) Buyer will advise Seller in advance of the dates of all tests and investigations and will schedule all tests and investigations during normal business hours whenever feasible unless otherwise requested by Seller;

(e) Seller will have the right to have a representative of Seller accompany Buyer and Buyer's representatives, agents or designees while they are on the 800 Acre Parcel;

(f) any entry by Buyer, its representative, agents or designees will not interfere with Seller's use of the 800 Acre Parcel;

(g) Buyer will indemnify, defend and hold Seller harmless for, from and against any and all claims, damages, costs, liabilities and losses (including mechanics' liens) arising out of any entry by Buyer or its agents, designees or representatives; and

(h) Buyer will restore any damage caused by Buyer to the 800 Acre Parcel at Buyer's sole cost and expense if this transaction does not close. Until restoration is complete, Buyer will take all steps necessary to ensure that any conditions on the 800 Acre Parcel created by Buyer's testing will not interfere with the normal operation of the 800 Acre Parcel or create any dangerous, unhealthy, unsightly or noisy conditions on the 800 Acre Parcel.

In addition, prior to any entry involving physical testing, drilling or other physical disturbance, Buyer will obtain, maintain and provide Seller; or shall cause any consultant, contractor or other person entering the 800 Acre Parcel to obtain, maintain and provide Seller, with proof of comprehensive general liability insurance in the amount of at least \$1,000,000.00 combined, single limit coverage, naming Seller as an additional insured and with coverages reasonably satisfactory to Seller. The foregoing indemnity provision will survive the Closing or any earlier termination of this Agreement.

25. Legal and Equitable Enforcement of this Agreement:

25.1 Waiver of Specific Performance and Lis Pendens. In the event the Closing and the consummation of the transaction contemplated by this Agreement do not occur by reason of material default by Seller, Buyer is not in default hereunder, and Buyer is ready to proceed with the Closing, Buyer may elect to waive any default unrelated to the Closing (e.g., any default other than Seller's requirement to execute and deposit documents at the Closing or similar actions required for the Closing) and pursue an action for the specific performance of this Agreement, and record or file a notice of lis pendens or notice of pendency of action or similar notice against any portion of the 800 Acre Parcel; provided, however, that such right shall be personal to Buyer, and in the event that Buyer transfers, sells or assigns this Agreement or Buyer's rights hereunder to any other party or entity, such transferee, purchaser or assignee shall not have the right (i) to pursue an action for the specific performance of this Agreement; or (ii) to record or file a notice of lis pendens or notice of pendency of action or similar notice against any portion of the 800 Acre Parcel.

25.2 Default by Buyer. IN THE EVENT THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DOES NOT OCCUR AS HEREIN PROVIDED, OR THIS TRANSACTION IS HEREAFTER REQUIRED TO BE RESCINDED AND THE CONSIDERATION HEREIN REQUIRED TO BE RETURNED TO BUYER (OTHER THAN BY MUTUAL AGREEMENT OF THE PARTIES HERETO), BY REASON OF ANY DEFAULT OF BUYER OR BREACH BY BUYER OF

ANY WARRANTY CONTAINED HEREIN, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES SUFFERED BY SELLER AS A RESULT OF BUYER'S DEFAULT OR BREACH OF WARRANTY, AND THAT UNDER THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, THE LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION REPRESENT A REASONABLE ESTIMATE OF THE DAMAGES WHICH SELLER WILL INCUR AS A RESULT THEREOF, PROVIDED, HOWEVER, THAT THIS PROVISION WILL NOT LIMIT SELLER'S RIGHT TO RECEIVE REIMBURSEMENT FOR ATTORNEYS' FEES, NOR WAIVE OR AFFECT BUYER'S OBLIGATIONS TO RETURN OR PROVIDE TO SELLER DOCUMENTS, REPORTS OR OTHER INFORMATION PROVIDED TO OR PREPARED BY OR FOR BUYER PURSUANT TO APPLICABLE PROVISIONS OF THIS AGREEMENT. THEREFORE, BUYER AND SELLER DO HEREBY AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER DEFAULTS AND FAILS TO COMPLETE THE PURCHASE OF THE 800 ACRE PARCEL IS FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00). SAID AMOUNT WILL BE THE FULL, AGREED AND LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BUYER. THE PAYMENT OF SUCH AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER HEREBY WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 3389. UPON DEFAULT BY BUYER, THIS AGREEMENT WILL BE TERMINATED AND, EXCEPT FOR BUYER'S INDEMNITY AND OTHER SPECIFIC OBLIGATIONS REFERRED TO IN THIS AGREEMENT WHICH MAY BE ENFORCED BY SELLER (IN ADDITION TO COLLECTION AND RETENTION BY SELLER OF THE \$500,000.00 LIQUIDATED DAMAGE AMOUNT AS PROVIDED HEREUNDER), NEITHER PARTY WILL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM BUYER.

_____ Buyer's Initials _____ Seller's Initials

26. Assignment: Buyer will not assign this Agreement without obtaining Seller's prior written consent, which consent may be withheld by Seller in its sole and absolute discretion for any reason whatsoever. Any attempted assignment without Seller's prior written consent will, at Seller's option, be voidable and constitute a material breach of this Agreement. If Seller consents to an assignment, the assignment will not be effective against Seller until Buyer delivers to Seller a fully executed copy of the assignment instrument, which instrument must be satisfactory to Seller in both form and substance and pursuant to which the assignee assumes and agrees to perform for the benefit of Seller the obligations of Buyer under this Agreement, and pursuant to which the assignee makes the warranties and representations required of Buyer under this Agreement and such other representations and warranties as Seller may reasonably require. Any such assignment will not release Buyer from any of its obligations under this Agreement.

27. Miscellaneous:

27.1 Counterparts. This Agreement may be executed in counterparts.

27.2 Partial Invalidity. If any term or provision of this Agreement will be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law. However, if the provision(s) so severed constituted a material part of the consideration hereunder, the party not receiving the consideration intended shall be entitled to damages for the loss thereof.

27.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

27.4 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

27.5 Professional Fees. In the event of the bringing of any action, alternate dispute resolution or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party will be entitled to have the recovery of and from the other party all costs and expenses of the action, alternate dispute resolution or suit, actual attorneys' fees (including the allocated costs of Seller's in-house counsel), witness fees and any other professional fees resulting therefrom.

27.6 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

27.7 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

27.8 Construction. This Agreement has been prepared by Seller and its professional advisors and reviewed by Buyer and its professional advisors. Seller and Buyer and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either Buyer or Seller. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated Seller and Buyer.

27.9 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

27.10 Confidentiality. Subject to public disclosure laws, unless otherwise agreed to in writing by Seller, Buyer will keep confidential all documents, financial statements, reports or other information provided to Buyer relating to the 800 Acre Parcel and will not disclose any such information to any person other than (i) those employees and agents of Buyer; (ii) those who are actively and directly participating in the evaluation of the 800 Acre Parcel and the negotiation and execution of this Agreement or financing of the purchase of the 800 Acre Parcel and (iii) governmental, administrative, regulatory or judicial authorities in the investigation of the compliance of the 800 Acre Parcel with applicable legal requirements. However, Buyer expressly covenants and agrees that it will not disclose any code compliance, environmental or other regulatory matters to governmental or other authorities without the express prior written approval by Seller. Upon any termination of this Agreement for any reason, Buyer will promptly return to Seller copies of all documents or other information pertaining to the 800 Acre Parcel provided to Buyer by Seller, including, without limitation, pursuant to Section 9. The provisions of this Section will survive the termination of this Agreement other than by Closing.

27.11 Wear and Tear. Buyer specifically acknowledges that Seller and its invitees will continue to use the 800 Acre Parcel for uses consistent Seller's historical use of the 800 Acre Parcel, and such future uses as are permitted under the Use Agreement and the Easement Deed, and accepts the fact that reasonable wear and tear will occur after the date of this Agreement. Buyer specifically agrees that Seller is not responsible for repairing such reasonable wear and tear and that Buyer is prohibited from raising such wear and tear as a reason for not consummating this transaction or for requesting a reduction in the Purchase Price.

27.12 No Recordation. Except as provided in this Agreement, no memorandum or other document relating to this Agreement will be recorded without the prior written consent of Seller, and any such consent or approval will be conditioned upon Buyer providing Seller with a quitclaim deed fully executed and acknowledged by Buyer, quitclaiming any and all interests that it may have in the 800 Acre Parcel to Seller, which quitclaim deed Seller may record in the event that this Agreement is terminated or the transaction contemplated herein is not consummated.

27.13 Financing. Buyer represents and warrants to Seller that Buyer has not and will not need to obtain any financing prior to the Closing in connection with the acquisition of the 800 Acre Parcel.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

“SELLER”

GREATER LOS ANGELES AREA
COUNCIL, BOY SCOUTS OF AMERICA
a California nonprofit corporation

By: _____
Name: Charles M. Keathley
Its: Scout Executive, CEO and Secretary

By: _____
Name: Gerry T. Morton
Its: Board Chair

“BUYER”

THE CITY OF INDUSTRY, A California
municipal corporation

By: _____
Name: Mark Radecki
Its: Mayor

By: _____
Name: Paul J. Philips
Its: City Manager

Approved as to form:

James M. Casso, City Attorney

Schedule 1

2013 Transaction Agreements

1. Amended and Restated Use Agreement dated as of _____, 2013 between COI and Boy Scouts (the “**2012 Use Agreement**”).
2. Acknowledgement of Reservations and Grant of Easements and License Agreement (2013) dated as of _____ 2013 between Boy Scouts and COI (to be recorded in Los Angeles County and in the County of Orange) (the “**2013 Reservation and Easement Agreement**”)

EXHIBIT A

DEPICTION OF UPPER TONNER CANYON PROPERTY AND MIDDLE TONNER CANYON PROPERTY

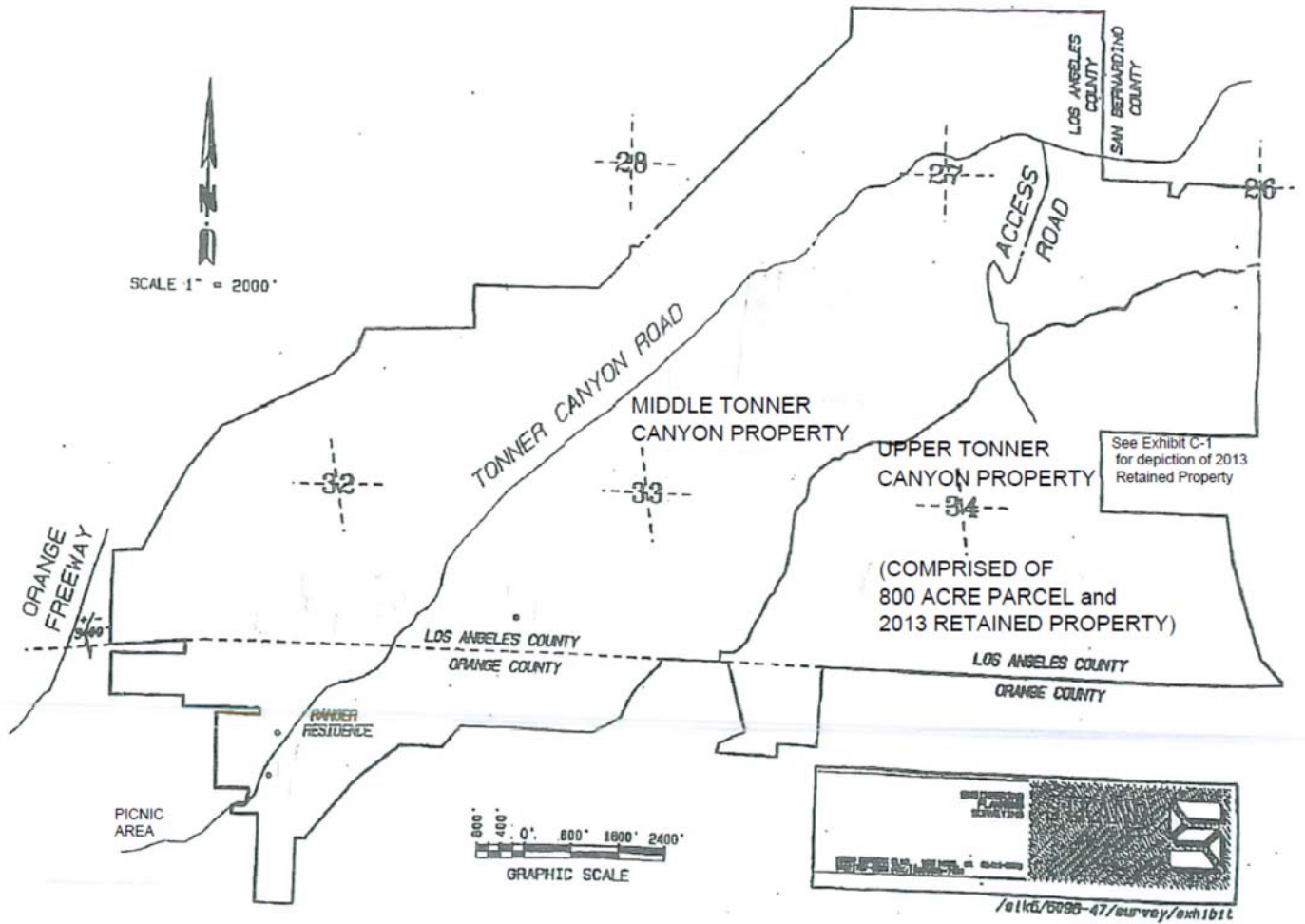


EXHIBIT B

LEGAL DESCRIPTION of UPPER TONNER CANYON PROPERTY

[TO BE ATTACHED]

EXHIBIT C

DEPICTION OF FIRESTONE BASE PARCEL, CELL SITES AND ACCESS FROM FIRESTONE BASE PARCEL AND 800 ACRE PARCEL TO PROPOSED DOCK LOCATION ON WATER IMPROVEMENT ON MIDDLE TONNER CANYON PROPERTY (SUCH ACCESS AND LOCATION OF DOCK TO BE REASONABLE, HANDICAP ACCESSIBLE ACCESS, RECOGNIZING THAT ACTUAL LOCATION DEPENDS UPON PHYSICAL REQUIREMENTS OF WATER PROJECT, ONCE DEVELOPED, IF IT IS DEVELOPED.)



CELL TOWER SITES TO BE
DEPICTED ON PAGE 2

EXHIBIT C

DEPICTION OF 2013 RETAINED PROPERTY

DEPICTION OF
CELL SITES



Cell Tower Locations – Firestone

EXHIBIT D-1

LEGAL DESCRIPTION OF FIRESTONE BASE PARCEL AND CELL SITES

Firestone Base Parcel

[TO BE ATTACHED]

3 Cell Sites

[TO BE ATTACHED]

EXHIBIT D-2
LEGAL DESCRIPTION OF 800 ACRE PARCEL
[TO BE ATTACHED]

EXHIBIT E
FORM OF GRANT DEED
[TO BE ATTACHED]

EXHIBIT F
FIRPTA Affidavit
[TO BE ATTACHED]

EXHIBIT G

Amended and Restated Use Agreement

AMENDED AND RESTATED USE AGREEMENT

DATED AS OF _____, 2016

BY AND BETWEEN

GREATER LOS ANGELES AREA COUNCIL,
BOY SCOUTS OF AMERICA
a California nonprofit corporation
("Boy Scouts")

AND

THE CITY OF INDUSTRY,
a California municipal corporation
("City")

AMENDED AND RESTATED USE AGREEMENT

THIS AMENDED AND RESTATED USE AGREEMENT ("**Agreement**") is made and entered into as of _____, 2016, by and between Greater Los Angeles Area Council, Boy Scouts of America, a California nonprofit corporation ("**Boy Scouts**"), and the City of Industry, a California municipal corporation ("**City**"). Boy Scouts and the City are collectively referred to hereafter as the "**Parties**". This Agreement amends and restates in its entirety that certain Use Agreement dated as of June 28, 2001 between Boy Scouts and City (the "**2001 Use Agreement**"), as such 2001 Use Agreement is referred to of public record in that certain Memorandum of Agreement and Covenant to Pay dated as of June 28, 2001 by City in favor of Boy Scouts (recorded July 3, 2001 in Los Angeles County as Instrument No. 01-1146673, and recorded July 3, 2001 in the County of Orange as Instrument No. 20010446523)(the "**2001 Memorandum and Covenant**")

RECITALS

A. WHEREAS, Boy Scouts has owned and operated the Firestone Scout Reservation (the "**Firestone Scout Reservation**") on certain real property in the Tonner Canyon area for many years. In June, 2001 Boy Scouts conveyed to City a portion of the Firestone Scout Reservation (referred to herein as the "**Middle Tonner Canyon Property**") and retained the balance of the Firestone Scout Reservation (referred to herein as the "**Upper Tonner Canyon Property**") in a transaction (the "**2001 Transaction**") pursuant to which Boy Scouts reserved certain rights, and was granted certain easements and licenses, with respect to the Middle Tonner Canyon Property (and other adjacent property)(the Boy Scouts and City entered into further agreements concerning their respective future rights and obligations, in certain agreements, including, without limitation, the 2001 Use Agreement).

B. WHEREAS, the City has certain mitigation requirements with respect to possible uses by the City of the Middle Tonner Canyon Property, and desires to acquire the 800 Acre Parcel (as defined below) in satisfaction of such mitigation and other requirements of the City in connection with potential development of the Middle Tonner Canyon Property. Boy Scouts has agreed to sell such 800 Acre Parcel to City on the condition that Boy Scouts (i) retains a perpetual easement appurtenant for use of such 800 Acre parcel for continued operations of the Firestone Scout Reservation, (ii) is granted rights (to the extent permissible under any governmental regulations applicable to the water project) to use any water project that may be developed on the Middle Tonner Canyon Property as the "Public/Private Use of Middle Tonner Canyon Property" proposed by City (as such term is defined in the 2013 Reservations and Easement Agreement identified below), and (iii) is granted rights to use the picnic area and adjoining fields located on the Brea Oil Property (the "**Picnic Area**") as more particularly set forth below in this amended Agreement.

C. WHEREAS, in connection with any transaction as described in Recital B, City and Boy Scouts have agreed that the 2001 Use Agreement should be amended and restated in its entirety, to remove certain obligations on the City and Boy Scouts (including without limitation to remove (i) limitations on the City's uses and potential development permitted on the Middle Tonner Canyon Property, and (ii) obligations on the City with respect to maintenance or restoration of the Times Training Center), and to make certain additional amendments, and this amended and

restated use agreement is entered into to accomplish such amendments and modifications as more particularly set forth herein.

D. WHEREAS, by that certain Corporation Grant Deed by Boy Scouts in favor of the City, dated as of the date hereof and recorded concurrently herewith, Boy Scouts has (i) conveyed to City approximately 800 acres of the Upper Tonner Canyon Property referred to herein as the "800 Acre Parcel" and (ii) reserved the easements appurtenant to the 2013 Retained Property (as defined below), licenses and other rights from the 800 Acre Parcel, as provided therein and in the Acknowledgement of Reservations and Grant of Easements and License Agreement (2013) dated concurrently herewith between City and Boy Scouts (the "2013 Reservation and Easement Agreement"), for the continued operation of the Firestone Scout Reservation;

E. WHEREAS, Boy Scouts has retained ownership of a portion of the Upper Tonner Canyon Property comprised of (a) a parcel of approximately 10 Acres (the "Firestone Base Parcel") as well as (b) three (3) parcels which are currently improved with communication towers and related equipment and improvements (the "Cell Tower Sites" and, together with the Firestone Base Parcel, being the "2013 Retained Property"), for the continued operation of the Firestone Scout Reservation.

F. WHEREAS, the 800 Acre Parcel, the 2013 Retained Property, the Middle Tonner Canyon Property and the Picnic Area are depicted on Exhibit A attached hereto, the 800 Acre Parcel is legally described on Exhibit B attached hereto, the 2013 Retained Property is legally described on Exhibit C attached hereto, the Middle Tonner Canyon Property is legally described on Exhibit D attached hereto and the Picnic Area is legally described on Exhibit E attached hereto. Exhibit F is a depiction of the location of, and access to, possible dock and storage facilities to be used by Boy Scouts in connection with a proposed water feature to be developed on the Middle Tonner Canyon Property. Each of the foregoing exhibits is hereby incorporated in this Agreement by reference.

G. WHEREAS, by this Agreement City and Boy Scouts desire to amend and restate the 2001 Use Agreement in its entirety and set forth certain continuing rights and obligations of City and Boy Scouts with respect to the Middle Tonner Canyon Property and the 800 Acre Parcel.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I.

BUILDINGS AND STRUCTURES

(Middle Tonner Canyon Property; 800 Acre Parcel)

1.1 Maintenance and Use of Main Ranger House; other Existing Facilities. Until such time as the Middle Tonner Canyon License (as such term is defined in the 2013 Reservation and Easement Agreement) is revoked, Boy Scouts has reserved the right to repair and maintain, and shall have the exclusive right to use the improvement on the Middle Tonner Canyon Property commonly known as the Main Ranger House; provided, however, that Boy Scouts shall not have

- 2 -

the right to expand such building or construct new facilities or buildings on the Middle Tonner Canyon Property (but may repair the Main Ranger House).

1.2 Times Training Center, New Camp. Section 1.2 of the 2001 Use Agreement with respect to the Times Training Center, and any provision of the of the 2001 Use Agreement regarding the construction of a "New Camp" on the 800 Acre Parcel are hereby deleted in their entirety. Use of the 800 Acre Parcel for camp facilities shall be as set forth in this Agreement and the 2013 Reservation and Easement Agreement.

1.3 New Structures on Middle Tonner Canyon Property and Picnic Area. City shall be entitled to construct such improvements on the Middle Tonner Canyon Property as City may from time to time elect as the owner thereof, referred to herein as the "Public/Private Use of Middle Tonner Canyon Property." Until such time as the Middle Tonner Canyon License is revoked, Boy Scouts shall have the right to maintain existing campsites and recreational facilities on the Middle Tonner Canyon Property, and to construct and maintain on the Picnic Area such "Low Impact" (as defined below) improvements as Boy Scouts may elect.

1.4 New Structures on 800 Acre Parcel. City's use of the Upper Tonner Canyon Property shall be solely for mitigation purposes as required in connection with the improvements constructed on the Middle Tonner Canyon Property. No structures or improvements shall be constructed by City on the 800 Acre Parcel without the prior written approval of Boy Scouts. Boy Scouts shall have the right to use the 800 Acre Parcel for uses comparable to the uses currently made by Boy Scouts and its invitees of such property as a part of the Firestone Scout Reservation, and such future uses consistent with scouting and associated recreational uses, including without limitation the right to construct campsites and recreational improvements on the 800 Acre Parcel. Any new improvements to be constructed by Boy Scouts on the 800 Acre Parcel which are not "Low Impact" (as defined below), shall be subject to the prior approval of City, which approval shall not unreasonably be withheld, conditioned or delayed. For purposes of this Agreement, "Low Impact" improvements shall be improvements such as fire rings, minor grading to create level campsites, water (both potable and irrigation), toilet, showers (indoor and outdoor), benches, dining fly/pop-up or other similar canvas (or other fabric) shelters, water features and recreational structures such as archery or shooting ranges, zip lines, climbing apparatus and other similar facilities.

ARTICLE II OTHER USE PROVISIONS

2.1 Improvements on 2013 Retained Property. Boy Scouts, as the fee owner of the 2013 Retained Property, shall have the right to construct such improvements thereon as Boy Scouts may from time to time elect in Boy Scouts discretion. No prior approval by City shall be required with respect to improvements constructed by Boy Scouts on the 2013 Retained Property, which improvements shall only be subject to such permit and other governmental approvals as may be required for such improvements by the County of Los Angeles (or Orange County, for those portions of the 2013 Retained Property located in Orange County) and the State of California. Without limiting the generality of the foregoing, Boy Scouts shall have the right to remove, replace or add new cell towers or other facilities on the 2013 Retained Property, including without

limitation on the Cell Sites.

2.1.1 City Cooperation. The City hereby agrees to cooperate with Boy Scouts with respect to Boy Scouts' proposed use of the 2013 Retained Property for new structures and other improvements associated with operation of the Firestone Scout Reservation as a scout camp (or other similar facility) as may be proposed by Boy Scouts from time to time (the "New Improvements"). Such New Improvements may, but are not required to, include large and small group camp facilities, zip lines, water elements and such other improvements as Boy Scouts may elect from time to time. Such cooperation shall include, but not be limited to, taking the following actions if and when requested by Boy Scouts from time to time: (i) executing petitions or applications in support of the New Improvements, (ii) executing consents or letters of support regarding the New Improvements, (iii) attending meetings and/or hearings and speaking in support of the New Improvements, without negative comment or proposing conditions of any kind, and (iv) encouraging third parties and governmental agencies to also support the New Improvements as provided herein. In addition, the City hereby acknowledges and agrees that the New Improvements is a compatible use with neighboring parcels, including the 800 Acre Parcel, the Middle Tonner Canyon Property and the Public/Private Use of Middle Tonner Canyon Property, that the construction of the New Improvements on the 2013 Retained Property does not at this time have a significant effect on the environment in accordance with the provisions of the California Environmental Quality Act ("CEQA") and the State CEQA Guidelines, and that no such environmental impact is anticipated at this time. The City also hereby acknowledges and agrees that, should the City transfer any or all of its rights and interest in any portion of the Middle Tonner Canyon Property and/or the 800 Acre Parcel to a third party, including, without limitation, granting a conservation easement, in connection therewith, the City shall require such third party to similarly support the New Improvements as provided in this Section 2.1.1.

2.1.2 Payment of Costs of New Improvements. Concurrently with execution of this Agreement, City will donate to the Boy Scouts' Camp Fund Two Hundred Fifty Thousand Dollars (\$250,000.00), which amount shall be used by Boy Scouts for improvements to be made by Boy Scouts on the 2013 Retained Property.

2.2 Joint Use of Middle Tonner Canyon Property and Picnic Area. Use by Boy Scouts and their invitees of the Middle Tonner Canyon Property and the Picnic Area shall be non-exclusive, and subject to use by City licensees and invitees of Camp Courage (at the current location of such camp on the Middle Tonner Canyon Property). Any non-Boy Scout use of the Middle Tonner Canyon Property or the Picnic Area, other than at Camp Courage, shall be subject to the priority interest of Boy Scouts and their invitees in the Picnic Area and in the Middle Tonner Canyon Property outside of the boundaries of Camp Courage, and subject to such restrictions as to availability, and use procedures as Boy Scouts may have in effect from time to time):

2.2.1 Boy Scouts shall provide written procedures for application to use the subject areas of the Middle Tonner Canyon Property and the Picnic Area, which procedures shall allow for third party recreational use of the Picnic Area and/or the Middle Tonner Canyon Property which does not unreasonably interfere with then-currently scheduled or proposed uses of the subject areas by Boy Scouts. The joint uses currently conducted on the Middle Tonner Canyon Property are expressly acknowledged to continue, and be coordinated in a manner comparable to the Boy Scouts of America camp standards applicable to accredited residential and day camp

facilities.

2.3 Improvements for use of Water Feature on Middle Tonner Canyon Property. If the Public/Private Use of the Middle Tonner Canyon Property includes a water reservoir, lake or other water feature, and recreational use thereof is not prohibited by applicable law, City agrees that Boy Scouts shall be permitted access over the Middle Tonner Canyon Property to and from the 800 Acre Parcel and the Firestone Base Parcel to use such water feature, as well as a secure area at the location depicted on Exhibit F (or such alternative location providing reasonably equivalent access from the 800 Acre Parcel and the Firestone Base Parcel) for construction and maintenance of a dock and storage for boats, canoes, kayak and other related boating-related personal property, and toilet, shower (indoor and outdoor) and other similar or related facilities..

2.4 Use of 800 Acre Parcel. Boy Scouts' rights to use the 800 Acre Parcel shall be senior and prior to those of any other person subject only to such limitations as are required to be imposed by a conservation easement over all or any portion of the 800 Acre Parcel in connection with the proposed Public/Private Use of the Middle Tonner Canyon Property as a mitigation measure by any agency with jurisdiction over such Public/Private Use of Middle Tonner Canyon Property. City agrees to use its commercially reasonable efforts to cause such mitigation requirements to not unreasonably restrict scouting activities on the 800 Acre parcel. City acknowledges and agrees that the 800 Acre Parcel shall be used primarily as an "urban wilderness" scout camp.

2.5 Fees. The parties hereby acknowledge that Boy Scouts shall reserve the right to collect and retain such fees and charges as it deems reasonable or necessary in connection with its activities (including activities of any invitees of Boy Scouts) on the Firestone Scout Reservation, including without limitation the Middle Tonner Canyon Property, Picnic Area and the 800 Acre Parcel, as provided herein.

ARTICLE III OBLIGATIONS OF CITY

3.1 Access To and From 2013 Retained Property. If any roadway improvements are constructed as part of the Public/Private Use of Middle Tonner Canyon Property on the Middle Tonner Canyon Property, the City agrees that, unless no public or recreational use of such Public/Private Use of Middle Tonner Canyon Property is permitted, the City shall cause one or more access improvements to be constructed, at no expense to Boy Scouts, to provide comparable access to and from such roadways from the entrance road to the 2013 Retained Property (or such alternative entrance road as may be agreed between Boy Scouts and City), to serve current and all potential future uses of the Firestone Scout Reservation.

3.2 Facilitation of Use During Construction. If, in the reasonable discretion of the City, Boy Scouts' continued use of a portion of the Middle Tonner Canyon Property is safe and feasible during such period as the Public/Private Use of Middle Tonner Canyon is being constructed, City shall cooperate with Boy Scouts to permit such continued use, subject to safety and accessibility considerations.

3.3 Protection of Access. Notwithstanding any provision of this Agreement or the 2013

Reservations and Easement Agreement executed concurrently herewith to the contrary, City will take no action on the Brea Oil Property, the Middle Tonner Canyon Property or 800 Acre Parcel, whether with respect to Public/Private Use of Middle Tonner Canyon Property or otherwise, which interferes, or reasonably would be anticipated to interfere, with existing access to, from and through the 2013 Retained Property, unless City shall have provided comparable alternative access reasonably acceptable to Boy Scouts, and satisfying any governmental conditions applicable to access to, from and through the 2013 Retained Property. In the event that it is necessary to construct an entrance road to the 2013 Retained Property through the 800 Acre Parcel on such alternate access, the construction of such new roadway (excluding portions, if any, required to be constructed within the 2013 Retained Property) of not less than an equal quality to the existing access shall be the responsibility of City.

ARTICLE IV.
MAINTENANCE AND REPAIRS

4.1 Boy Scouts shall be responsible for cleaning any Campgrounds located on the 800 Acre Parcel after Boy Scouts' use thereof. Cleaning the Campgrounds means keeping the Campgrounds in attractive condition, at least substantially equal in quality to the condition which exists prior to Boy Scouts' use thereof.

4.2 The City shall maintain (or cause the maintenance of) Tonner Canyon Road or such alternate access roadway located on property owned by the City (or on the Middle Tonner Canyon Property, whether or not it then is owned by City) to the boundary of the 2013 Retained Property, together with all associated bridges, culverts and run-off control facilities.

ARTICLE V.
INSURANCE AND INDEMNITY

5.1 Insurance. At its own expense, Boy Scouts shall maintain or cause to be maintained in full force and effect a policy or policies of comprehensive general liability insurance against claims and liability on account of personal injury, death and property damage incurred upon or about the 2013 Retained Property, as well as for such use as is made by Boy Scouts of the building and improvements located on the 800 Acre Parcel used by Boy Scouts. Such insurance policy or policies shall name the City as an additional insured, and shall be in an amount consistent with the coverages currently maintained by Boy Scouts¹ or the then-applicable guidelines required under the Boy Scouts of America national insurance program. At its own expense, City will maintain or cause to be maintained in full force and effect owner's property hazard and casualty insurance, as well as a policy or policies of comprehensive general liability insurance against claims and liability on account of personal injury, death and property damage incurred upon or about, the Middle Tonner Canyon Property and the 800 Acre Parcel. Such insurance policy or policies shall name the Boy Scouts as an additional insured and shall be maintained in amounts which are commercially reasonable at the times such coverages are in effect.

5.2 Policy Requirements.

5.2.1 The insurance required under this Agreement shall, other than that carried

¹ Boy Scouts will provide a summary of current insurance coverages under separate cover.

by a governmental agency or entity: (i) be carried by companies licensed in the State of California and having a policyholder's rating of B+ or better and a service rating of X or better by Alfred M. Best's Key Rating Guide ("Rating"), or if the Rating Guide ceases to be published, such company must have an equivalent rating by a successor insurance company rating service; (ii) be primary insurance which will not call upon for defense, contribution or payment; (iii) be non-assessable and contain language, to the extent obtainable, to the effect that the loss shall be payable notwithstanding any act or negligence of the insured that might otherwise result in forfeiture of insurance; (iv) provide that the insurer waives the right of subrogation against all Parties and their agents and representatives; and (v) contain an agreement by the insurer, to the extent obtainable, that such policy shall not be canceled without at least thirty (30) days' prior written notice to all Persons insured under the policy.

5.2.2 Boy Scouts may bring the insurance required by this Agreement within the coverage of any so-called blanket policy or policies of Insurance.

5.2.3 The City or any governmental agency or entity who hereafter becomes an owner of the Middle Tonner Canyon Property and/or the 800 Acre Parcel may self-insure or insure through a risk sharing pool.

5.3 Indemnification. Each Party shall indemnify, defend, and hold the other Party and its respective partners and affiliated entities and all of their respective officers, directors, employees, and shareholders (collectively "Indemnified Party") harmless from and against all claims, damages, demands, liabilities, obligations and causes of action (collectively "Claims"), including all reasonable costs, expenses and reasonable attorneys' fees (which shall be paid as incurred) expended in the settlement or defense of any Claims against an Indemnified Party to the extent caused by any of the following on the part of such Party or its officers, directors, shareholders, agents, employees, tenants, guests or visitors (the foregoing, together with its respective Party, being included in the term "Party"): (i) any negligent or willful act of omission of such Party; or (ii) such Party's default under or breach of this Agreement; provided, however, such obligation shall not affect the waiver of subrogation required by Section 5.4.

5.4 Waiver of Subrogation. To the extent permitted by law and without affecting the coverage provided by insurance required to be maintained hereunder, each party waives any right to recover against all others for (a) damages for injury to or death of persons, (b) damages to property, and (c) claims arising by reason of any of the foregoing, but only to the extent that any of the foregoing damages and/or claims are covered (then only to the extent of such coverage) by insurance actually carried by each other such party. This provision is intended to waive, fully, and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation in any insurer. Each party shall cause each insurance policy obtained by it to permit such waiver of subrogation or to provide that the insurer waives all right of recovery by way of subrogation against either party in connection with any damage covered by such policy. If any insurance policy cannot be obtained permitting or providing for a waiver of subrogation, or is obtainable only by the payment of an additional premium charge above that charged by insurers issuing policies not permitting or providing for a waiver of subrogation, the party undertaking to obtain such insurance shall notify the other parties in writing of this fact. The other parties shall have a period of fifteen (15) days after receiving the notice either to place the insurance with an insurer that is reasonably satisfactory to the other parties and that will carry the insurance

permitting or providing for a waiver of subrogation, or to agree to pay the additional premium if such a policy is obtainable at additional cost. If such insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party shall be relieved of the obligation to obtain a waiver of subrogation rights with respect to the particular insurance involved during the policy period of such insurance, but such obligation shall revive (subject to the provisions of this Section) upon the expiration of such policy period.

ARTICLE VI.
INTENTIONALLY OMITTED.

ARTICLE VII.
CONDEMNATION

7.1 Takings and Awards. Any award of compensation or damages, whether the same be obtained by agreement or by judgment, verdict or order in a legal proceeding resulting from a taking of the 800 Acre Parcel and/or the 2013 Retained Property, or any portion thereof (collectively, the "Condemned Parcel"), by exercise of right of condemnation or eminent domain or resulting from a requisitioning of any Condemned Parcel, or a portion thereof, by military or other public authority for any purpose, including without limitation a public roadway, shall be paid in accordance with the terms of this Use Agreement. In the event of any sale of any Condemned Parcel or any portion thereof under threat of condemnation or eminent domain, such Condemned Parcel or portion thereof shall for all purposes be deemed to have been "taken" as that term is used in this Section, and the price received by the owner of the Condemned Parcel taken shall be deemed to constitute an "award" as that term is used in this Section.

7.2 Interests Affected. The City and Boy Scouts hereby acknowledge and agree that this Use Agreement creates an irrevocable easement appurtenant in the 800 Acre Parcel in favor of Boy Scouts, that such easement appurtenant is an interest in personam and is compensable in the event of a taking, that the City's only compensable interest in the 800 Acre Parcel is in respect of mitigation required for the Public/Private Use of the Middle Tonner Canyon Property and that the primary use of the 800 Acre Parcel is Boy Scouts. As such, each owner of an interest that is taken ("Appurtenant Owner") shall be entitled to pursue an award for the taking of the Appurtenant Owner's interests arising out of this Use Agreement in the Condemned Parcel taken, with the presumption being that such award shall be payable to Boy Scouts (save and except only any portion of such award as is made expressly in respect of any replacement mitigation required to be obtained by City related to the Public/Private Use of the Middle Tonner Canyon Property). Each Appurtenant Owner shall also be entitled to recover an award in its own name for all damages to and diminution in value of that Appurtenant Owner's Condemned Parcel or other interest caused by the taking of that party's leasehold interest and right arising out of this Use Agreement in the Condemned Parcel that was taken.

7.3 The occurrence of a casualty or condemnation shall not relieve the obligation of City to maintain utilities and access, and provide alternate access, as set forth in this Agreement, which obligations shall continue in full force and effect notwithstanding the happening of any casualty or condemnation.

ARTICLE VIII.

AMENDMENTS AND TERMINATION

8.1 General Requirements. This Agreement may be modified, amended or terminated only by a written instrument executed by Boy Scouts and the City and shall be effective when such instrument is recorded in the Official Records of, as applicable, Los Angeles County and Orange County, California.

8.2 Term of Agreement. The term of this Agreement shall commence on the date of execution of this Agreement and shall extend in perpetuity.

ARTICLE IX MISCELLANEOUS

9.1 Counterparts. This Agreement may be executed in counterparts.

9.2 Partial Invalidity and Reformation. If any term, provision, covenant, restriction or condition of this Agreement is or would be held by a court of competent jurisdiction to be invalid, void or unenforceable (or the lack of any limiting term, provision, covenant, restriction or condition of this Agreement would result in a term, provision, covenant, restriction or condition being invalid, void or unenforceable), then the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law and such invalid, void or unenforceable term, provision, covenant, restriction or condition shall be (i) modified to the extent possible to both meet the intent of the parties and have it valid and enforceable to the maximum extent permitted by law and (ii) any such rights as may be terminated shall be re-created and granted on an equitable basis to the fullest extent possible to continue in effect any such rights as may have been terminated.

9.3 Headings. The captions, section numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, amplify, limit, construe, or describe the scope or interest of any section of this Agreement.

9.4 Waivers. No waiver of any breach of any covenant, agreement or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant, agreement or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

9.5 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto.

9.6 Resolution of Disputes by Arbitration. Disputes arising out of this Agreement shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Arbitration Rules for the Real Estate Industry, including the Expedited Procedures set forth in such rules. The locale for arbitration under this Section 9.6 shall be Los Angeles, California.

9.6.1 The Parties may agree on one arbitrator. If they cannot agree on one arbitrator, three arbitrators shall be appointed by the process set forth in the AAA Commercial Arbitration Rules and Procedures. The presiding arbitrator shall be a real estate attorney or retired judge with real estate experience, and the two additional arbitrators shall be (i) a certified public accountant familiar with real estate and recreation issues and (ii) a real estate professional with expertise relating to youth camp development and administration.

9.6.2 A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in Los Angeles County, California, the time and place to be selected by the arbitrator(s). The arbitrator(s) shall give each Party written notice of the time and place at least thirty (30) days before the date selected. At the hearing, any relevant evidence may be presented by either Party and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded at the sole discretion of the arbitrator(s). The arbitrator(s) shall hear and determine the matter and shall execute and acknowledge the decision and the award, if any, in writing and cause a copy of the writing to be delivered to each of the Parties.

9.6.3 All decisions of the arbitrator(s) shall be final, binding, and conclusive on all Parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof or that court may vacate, modify or correct the award in accordance with the prevailing provision of the California Arbitration Act. With respect to a financial award, if three arbitrators are serving, the decision of two of them shall be the binding decision of the panel. If two do not agree on the award, then the high and low award shall be rejected and the remaining number shall be the award of the panel. As to non-monetary award, if two agree, that is the binding decision. If two or more cannot agree then the binding decision shall be that of the attorney or retired judge.

9.6.4 The Parties shall share equally all initial costs of arbitration. The costs of the arbitration shall be borne in such proportions as the arbitrator(s) may determine. The prevailing Party shall be entitled to reimbursement of reasonable attorney fees, costs, and expenses incurred in connection with the arbitration.

9.6.5 The Parties acknowledge and agree that the fulfillment of the agreements set forth herein and the agreements entered into by the Parties concurrently herewith is intended to be the primary objective of any dispute resolution procedure, and that the arbitrator(s) is expressly authorized to order specific performance to effect the terms of this Agreement.

NOTICE. BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS SPECIFIED IN SECTION 9.6 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 9.6. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

**WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO
SUBMIT DISPUTES ARISING OUT OF THE MATTERS SPECIFIED IN SECTION 9.6
TO NEUTRAL ARBITRATION.**

INITIALS: Boy Scouts: _____
City: _____

9.7 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire contract between the parties hereto with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the party to be charged.

9.8 Time of Essence. Boy Scouts and the City hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

9.9 Construction. This Agreement has been prepared by Boy Scouts and its professional advisors and reviewed by the City and its professional advisers. Boy Scouts and the City and their respective advisors believe that this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of or against either the City or Boy Scouts. The parties further agree that this Agreement will be construed to effectuate the normal and reasonable expectations of a sophisticated property owner.

9.10 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

9.11 Memorandum of Use Agreement; Recordation. A Memorandum of Use Agreement shall be recorded in the Official Records of Los Angeles County and Orange County, evidencing the existence of this Agreement.

9.12 Restrictions on Encumbrance. Neither city nor Boy Scouts shall mortgage or otherwise grant any lien or security interest in the 800 Acre Parcel, or the rights held by such party in the 800 Acre Parcel.

9.13 Approvals. All approvals to be granted hereunder by either party shall not be unreasonably withheld by such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year hereinabove written.

"CITY"

THE CITY OF INDUSTRY, a California
municipal corporation

By: _____
Name: Mark Radecki
Its: Mayor

By: _____
Name: Paul J. Philips
Its: City Manager

Approved as to form:

By: _____
James M. Casso, City Attorney

"BOY SCOUTS"

GREATER LOS ANGELES AREA
COUNCIL, BOY SCOUTS OF AMERICA
a California nonprofit corporation

By: _____
Name: Charles M. Keathley
Its: Scout Executive, CEO and Secretary

By: _____
Name: Gerry T. Morton
Its: Board Chair

EXHIBIT A
DEPICTION OF 800 ACRE PARCEL, MIDDLE TONNER CANYON PROPERTY AND 2013
RETAINED PROPERTY
[TO BE ATTACHED]

EXHIBIT B
LEGAL DESCRIPTION OF
800 ACRE PARCEL
[TO BE ATTACHED]

EXHIBIT C

LEGAL DESCRIPTION OF 2013 RETAINED PROPERTY

10 Acre Firestone Base Parcel

[TO BE ATTACHED]

3 Cell Tower Sites

[TO BE ATTACHED]

EXHIBIT D
LEGAL DESCRIPTION OF MIDDLE TONNER CANYON PROPERTY
[TO BE ATTACHED]

EXHIBIT E
LEGAL DESCRIPTION OF PICNIC AREA
[TO BE ATTACHED]

EXHIBIT F

DEPICTION OF LOCATION OF DOCK, AND ACCESS ROUTE, AND STORAGE AND
RELATED FACILITIES, FOR BOY SCOUTS AT WATER FEATURE TO BE DEVELOPED
ON MIDDLE TONNER CANYON PROPERTY

[TO BE ATTACHED]

EXHIBIT H

Acknowledgment of Reservations and Grant of Easements
and License Agreement (2013)

RECORDING REQUESTED BY

The City of Industry
15651 East Stafford Street
City of Industry, CA 91744
Attn: Mr. Paul J. Philips, City Manager

AND WHEN RECORDED MAIL TO:

Greater Los Angeles Area Council,
Boy Scouts of America
2333 Scout Way, Box 26910
Los Angeles, CA 90026-0210
Attention: Mr. Charles M. Keathley

THIS SPACE ABOVE FOR RECORDER'S USE

THIS ACKNOWLEDGMENT OF RESERVATIONS AND GRANT OF EASEMENTS AND LICENSES AGREEMENT IS RECORDED AT THE REQUEST AND FOR THE BENEFIT OF THE CITY OF INDUSTRY AND IS EXEMPT FROM THE PAYMENT OF A RECORDING FEE PURSUANT TO GOVERNMENT CODE §§ 6103 AND 27383 AND FROM THE PAYMENT OF A DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE § 11922.

CITY OF INDUSTRY

By: _____
Its: _____
Dated: _____

ACKNOWLEDGEMENT OF RESERVATIONS AND GRANT OF EASEMENTS
AND LICENSE AGREEMENT
(2013)

This Acknowledgment of Reservation and Grant of Easements and Licenses Agreement (2013) ("Agreement") is made and entered into as of _____, 2016 by and between Greater Los Angeles Area Council, Boy Scouts of America, a California nonprofit corporation ("Boy Scouts"), and the City of Industry, a California municipal corporation ("City").

RECITALS

A. WHEREAS, Boy Scouts has owned and operated the Firestone Scout Reservation (the "Firestone Scout Reservation") on certain real property in the Tonner Canyon for many years. In June, 2001 Boy Scouts conveyed to City a portion of the Firestone Scout Reservation (referred to herein as the "Middle Tonner Canyon Property") and retained the balance of the Firestone Scout Reservation (referred to herein as the "Upper Tonner Canyon Property") in a transaction (the "2001 Transaction") pursuant to which Boy Scouts reserved certain rights, and

was granted certain easements and licenses, with respect to the Middle Tonner Canyon Property (and other adjacent property)(the Boy Scouts and City entered into further agreements (the “2001 Transaction Agreements”) concerning their respective future rights and obligations with respect to such property).

B. WHEREAS, the City has certain mitigation requirements with respect to possible uses by the City of the Middle Tonner Canyon Property, and desires to acquire the 800 Acre Parcel (as defined below) in satisfaction of such mitigation and other requirements with respect to City’s development of the Middle Tonner Canyon Property. Boy Scouts has agreed to sell the 800 Acre Parcel to City on the condition that Boy Scouts (i) retains a perpetual easement appurtenant to the 2013 Retained Property for use of such 800 Acre Parcel for continued operations of the Firestone Scout Reservation, and (ii) is granted rights (to the extent permissible under any governmental regulations applicable to the water project) to use any water project that may be developed on the Middle Tonner Canyon Property as the “Public/Private Use of Middle Tonner Canyon Property” proposed by City (as such term is defined in below in this Agreement).

C. WHEREAS, in connection with any transaction as described in Recital B, City and Boy Scouts have agreed that certain of the 2001 Transaction Agreements should be amended to remove certain obligations on the City and Boy Scouts (including without limitation to remove (i) limitations on the City’ potential development permitted on the Middle Tonner Canyon Property, and (ii) obligations on the City with respect to maintenance or restoration of the Times Training Center).

D. WHEREAS, by this Agreement Boy Scouts and City desire to clarify the scope and continuing application of the easements set forth in that certain Acknowledgement of Reservations and Grant of Easements and License Agreement dated as of June 28, 2001 between Boy Scouts and COI (recorded July 3, 2001 in Los Angeles County as Instrument No. 01-1146675, and recorded July 3, 2001 in the County of Orange as Instrument No. 20010446526) (the “2001 Reservations and Easement Agreement”), and to amend certain provisions of the 2001 Reservation and Grant Agreement, as more particularly provided herein.

E. WHEREAS, by that certain Corporation Grant Deed by Boy Scouts in favor of the City, dated as of the date hereof and recorded concurrently herewith, Boy Scouts has (i) conveyed to City approximately 800 acres of the Upper Tonner Canyon Property referred to herein as the “800 Acre Parcel” and (ii) reserved the easements appurtenant to the 2013 Retained Property (as defined below), licenses and other rights from the 800 Acre Parcel, as provided therein and herein, for the continued operation of the Firestone Scout Reservation on the 800 Acre Parcel (as well as the 2013 Retained Property)(and a license, as set forth herein, for use of the Middle Tonner Canyon Property).

F. WHEREAS, Boy Scouts has retained ownership of a portion of the Upper Tonner Canyon Property comprised of (a) a parcel of approximately 10 Acres (the “Firestone Base Parcel”) as well as (b) three (3) parcels which are currently improved with communication towers and related equipment and improvements (the “Cell Tower Sites” and, together with the Firestone Base Parcel, being the “2013 Retained Property”), for the continued operation of the Firestone Scout Reservation.

G. WHEREAS, the 800 Acre Parcel, the 2013 Retained Property and the Middle Tonner Canyon Property as depicted on Exhibit A attached hereto, the 800 Acre Parcel is legally described on Exhibit B attached hereto, the 2013 Retained Property is legally described on Exhibit C attached hereto, the Middle Tonner Canyon Property is legally described on Exhibit D attached hereto, and the Brea Oil Property (as defined in Section 2.2, below) is legally described on Exhibit E attached hereto (which description also separately describes the "Picnic Area" that is a portion of the Brea Oil Property). Exhibit F is a depiction of the location of, and access to, possible dock and storage facilities to be used by Boy Scouts in connection with a proposed water feature to be developed on the Middle Tonner Canyon Property. Each of the foregoing exhibits is hereby incorporated in this Agreement by reference.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1 Agreement. "Agreement" means this Agreement, as it may be amended from time to time as provided herein.

1.2 Easements. "Easements" means (i) the easement over the 800 Acre Parcel in favor of Boy Scouts for the continued operation of the Firestone Scout Reservation, together with the (ii) Tonner Canyon Road Easement, Roadway Easement, Utility Easements, Sign Easement, Water Easement and Communications Towers Easement, collectively (as each of those terms is defined in the 2001 Reservations and Easement Agreement (and, as applicable, modified hereby), and is amended hereby extend over, and include, such portions thereof as exist on the 800 Acre Parcel, in favor of Boy Scouts for the continued operation of the Firestone Scout Reservation), all as more particularly described in Section 2, below and which are expressly acknowledged and agreed to be appurtenant to, and for the benefit in perpetuity of, the 2013 Retained Property.

1.3 Improvements. "Improvements" mean, as to the Middle Tonner Canyon Property, the improvements associated with the Public/Private Use of the Middle Tonner Canyon Property, as well as such existing improvements as may now be located thereon. With respect to the 800 Acre Parcel, such term means all camp-related buildings and improvements, structures and appurtenances thereto of every type and kind, including but not limited to, buildings, walkways, roads, parking areas, fire rings, recreational facilities, storage sheds, toilets, water and irrigation facilities, poles and signs, whether now existing or constructed in the future in connection with the Firestone Scout Reservation.

1.4 Owner. "Owner" means City and Boy Scouts and any other Person having or acquiring a fee title ownership interest in the Property, or any portion thereof, or their successors in interest as shown by the Official Records of the Orange or Los Angeles County Recorder. Such reference shall also include any Person designated in writing by any Owner to act on behalf of such Owner in the exercise of the powers granted to such Owner under this Agreement.

1.5 Parcel. "Parcel" means any separate lot or parcel within the Property shown on any recorded final map, parcel map or lot line adjustment.

1.6 Person or Persons. The term "Person" means and includes individuals, partnerships, firms, associations, joint ventures, corporations or any other legal entities and trustees, heirs, executors, administrators and other personal representatives.

1.7 Picnic Area. The term "Picnic Area" means the picnic area and adjoining fields located on the Brea Oil Property.

1.8 Public/Private Use of Middle Tonner Canyon Property. "Public/Private Use of Middle Tonner Canyon Property" means a project to be located on the Middle Tonner Canyon Property developed by City (or City's assignee).

1.9 Property. "Property" means the 800 Acre Parcel (including the easement appurtenant thereto in favor of Boy Scouts), the 2013 Retained Property and, to the extent subject to an Easement or License, the Middle Tonner Canyon Property (including the Middle Tonner Canyon License granted hereunder in favor of Boy Scouts), as well as, with respect to the Tonner Canyon Road Easement and related roadways, the Brea Oil Property, together.

1.10 Use Agreement. That certain Amended and Restated Use Agreement dated concurrently herewith between Boy Scouts and City, as evidenced by a Memorandum of Use Agreement recorded concurrently herewith in the Official Records of Los Angeles County and of Orange County.

2. Grant of Easements.

2.1 800 Acre Parcel Easement. Boy Scouts has reserved, and City grants to Boy Scouts, a perpetual easement appurtenant to the 2013 Retained Property for access through, over and across, and use of, the entire 800 Acre Parcel for such purposes as may be elected by Boy Scouts in its operation of the Firestone Scout Reservation (the "800 Acre Easement"), as such operation of the Firestone Scout Reservation may be used for activities incident to scouting and uses by invitees of Boy Scouts as determined by Boy Scouts from time to time in the future. Use of, and Improvements on, such 800 Acre Easement shall be as set forth in the Use Agreement. To the extent that Boy Scouts in the future cause any Improvements to be constructed on the 800 Acre Parcel which are not "Low Impact" (as defined below), such Improvements shall be subject to the prior approval of City (which approval shall not unreasonably be withheld, conditioned or delayed). For purposes of this Agreement, "Low Impact" improvements shall be improvements such as fire rings, minor grading to create level campsites, water (both potable and irrigation), toilets, showers (indoor and outdoor), benches, dining fly/pop-up or other similar canvas (or other fabric) shelters, water features and recreational structures such as archery or shooting ranges, zip lines, climbing apparatus and other similar facilities.

Boy Scouts' rights to the 800 Acre Parcel pursuant to such easement shall be senior and prior to those of any other person subject only to such limitations as are required to be imposed by a conservation easement over all or any portion of the 800 Acre Parcel in connection with the proposed Public/Private Use of the Middle Tonner Canyon Property as a mitigation measure by any agency with jurisdiction over such Public/Private Use of Middle Tonner Canyon Property. City agrees to use its commercially reasonable efforts to cause such mitigation requirements to

not unreasonably restrict scouting activities on the 800 Acre parcel. City acknowledges and agrees that the 800 Acre Parcel shall be used primarily as an "urban wilderness" scout camp.

2.2 Amendment of Tonner Canyon Road Easement. The "Tonner Canyon Road Easement" set forth in Section 2(a) of the 2001 Reservation and Grant Agreement is hereby amended and restated in its entirety as follows:

City hereby grants to Boy Scouts a perpetual and nonexclusive easement (the "Tonner Canyon Road Easement") appurtenant to the 2013 Retained Property for use by Boy Scouts and its invitees for pedestrian and vehicular access, ingress and egress in, to and over, and parking (including road-side event parking for large events) on, such portions of the 800 Acre Parcel, the Middle Tonner Canyon Property, and the property commonly referred to as the "Brea Oil" Property owned by City and more particularly described on Exhibit E attached hereto (the "Brea Oil Property") now known as Tonner Canyon Road (including any such future relocation of such road) ("Tonner Canyon Road") and such roadways as connect Tonner Canyon Road to the 2013 Retained Property across the 800 Acre Parcel, all generally located as shown on Exhibit A (over the entire distance between the point where Tonner Canyon Road exits the Brea Oil Property in Orange County in the southwest portion of the Brea Oil Property and the point where it exits the Middle Tonner Canyon Property at the San Bernardino County border in the northeast portion of the Middle Tonner Canyon Property), and also as may be improved from time to time with walkways or as it may exist in the future in accordance with applicable laws, rules, regulations, policies and other limitations imposed or enforced by any governmental entities and agencies, and subject to the provisions of Section 5. City shall be solely responsible for the maintenance and repair of the Tonner Canyon Road Easement to the entry of the Firestone Base Parcel, and to the roadways on the 800 Acre Parcel that provide access to the Cell Sites. Nothing in this Section shall be construed to prohibit City from changing the location, size or number of roadways or walkways on the Middle Tonner Canyon Property or the 800 Acre Parcel at any time; provided, however, comparable parking and pedestrian and vehicular access, ingress and egress shall be maintained at all times from Tonner Canyon Road.

2.3 Extension of 2001 Reservation and Grant Agreement Easements. The "Roadway Easement," "Utility Easement," "Sign Easement" and "Water Easement" (as each such easement is defined in the 2001 Reservation and Grant Agreement, and as each such easement is therein described to be subject to modification and improvement from time to time in the future) each is hereby agreed to be modified hereby to provide that each such easement shall extend over and include the Brea Oil Property and the 800 Acre Parcel as also being subject to such easements, appurtenant to the 2013 Retained Property, in favor of Boy Scouts for the operations conducted by Boy Scouts and its invitees on the 800 Acre Parcel and the 2013 Retained Property for the continued operation of the Firestone Scout Reservation on the 2013 Retained Property and the 800 Acre Parcel. The provisions of the 2001 Reservation and Grant Agreement with respect to maintenance and repair, and rights to relocate, shall continue in effect and apply to such expanded easements as they may exist from time to time on the 800 Acre Parcel and the Brea Oil Property.

3. License for Use of Middle Tonner Canyon Property; Amendment to 2001 Reservation and Grant Agreement Licenses.

3.1 License to Use Middle Tonner Canyon Property and Picnic Area. City hereby grants to Boy Scouts, a perpetual and nonexclusive license coupled with an interest for use of, in, to and over the Middle Tonner Canyon Property (the "Middle Tonner Canyon License") as well as perpetual and nonexclusive license coupled with an interest for use of, in, to and over the Picnic Area (the "Picnic Area License") for uses consistent with the uses then-currently being made by Boy Scouts on the 800 Acre Parcel. Boy Scouts shall have the right to use and maintain existing Improvements located on the Picnic Area and the Middle Tonner Canyon Property, but shall not cause any new Improvements to be constructed thereon (save and except only such dock, storage, access and related Improvements developed in connection with a potential water feature developed by City or City's successor on the Middle Tonner Canyon Property, and such improvements as are permitted in accordance with the provisions of the Amended and Restated Use Agreement entered into concurrently herewith). Use by Boy Scouts of the Middle Tonner Canyon Property and the Picnic Area shall be non-exclusive, and subject to use by City licensees and invitees of Camp Courage (at the current location of such camp on the Middle Tonner Canyon Property). Any non-Boy Scout use of the Middle Tonner Canyon Property, other than at Camp Courage, and/or of the Picnic Area shall be subject to the priority interest of Boy Scouts in the Picnic Area and the Middle Tonner Canyon Property outside of the boundaries of Camp Courage, and subject to such restrictions as to availability, and use procedures as Boy Scouts may have in effect for such non-Boy Scout use from time to time.

3.1.1 The Middle Tonner Canyon License shall be subject to revocation (i) at such time, and to the extent necessary, for the construction and/or operation of the Public/Private Use of Middle Tonner Canyon Property, or (ii) sale by the City of the Middle Tonner Canyon Property in a transaction in which a third-party purchaser of the Middle Tonner Canyon Property (not affiliated with City or with the owner, developer or operator of any Public/Private Use of Middle Tonner Canyon Property) requires termination of the Middle Tonner Canyon License. Such termination, whether pursuant to clause(i) or (ii) above, shall be effective only upon the issuance of a permit for the construction of the Public/Private Use of Middle Tonner Canyon Property (or such third party's project), the execution of the construction contract for completion of such project and the mobilization for commencement of construction of such project.

3.1.2 The Picnic Area License shall be subject to revocation (i) at such time, and to the extent necessary, for the construction and/or operation of the Public/Private Use of Middle Tonner Canyon Property, or (ii) sale by the City of the Brea Oil Property in a transaction in which a third-party purchaser of the Brea Oil Property (not affiliated with City or with the owner, developer or operator of any Public/Private Use of Middle Tonner Canyon Property) requires termination of the Picnic Area License. Such termination, whether pursuant to clause(i) or (ii) above, shall be effective only upon the issuance of a permit for the construction of a project (which may include the Public/Private Use of Middle Tonner Canyon Property) which precludes the continued use of the Picnic Area as contemplated by this Agreement and the Amended and Restated Use Agreement, the execution of the construction contract for completion of such project and the mobilization for commencement of construction of such project.

3.1.3 City (or its assignee as successor owner) shall use its commercially reasonable best efforts to give Boy Scouts at least six (6) months prior written notice of any revocation (whether partial, temporary or complete) of the Middle Tonner Canyon License or the Picnic Area License, with reference to the events which would trigger such termination as outlined in Section 3.1.1 or 3.1.2, above.

3.1.4 If the Public/Private Use of the Middle Tonner Canyon Property (or comparable project to be constructed by a successor owner of the Middle Tonner Canyon Property) includes a water reservoir, lake or similar water feature, City (and City's assignee or successor owner of the Middle Tonner Canyon Property) shall allow Boy Scouts to engage in all such recreational use of such Public/Private Use of Middle Tonner Canyon Property as is permissible pursuant to the regulations applicable to such Public/Private Use of Middle Tonner Canyon Property, and in any event to have rights to use such improvements as are at least equal to those granted to any other public or private recreational user thereof. Upon completion of such project, the license granted hereunder shall be reinstated to permit reasonable, handicap accessible, access by Boy Scouts to such water feature and the right to maintain and use dock, storage and related facilities at the location depicted on Exhibit F attached hereto, which license shall be for the uses of such water feature as more particularly described in the Use Agreement. If the Middle Tonner Canyon Property project does not include such water feature, future use by Boy Scouts of the Middle Tonner Canyon Property, after completion of such project, shall be subject to the approval of City (or its successor owner) in its discretion.

3.2 Amendment of Licenses in 2001 Reservation and Grant Agreement. The Parking License, Hiking License and Large Event Licenses in favor of Boy Scouts set forth in the 2001 Reservation and Grant Agreement are hereby agreed to be superseded and replaced in their entirety by the License set forth in Section 3.1, above.

4. Water Reservation: City Maintenance of Water Systems.

4.1 Reservation of Existing Water System. The existing utilities and underground pipelines, pumping facilities and other facilities (the "Water Systems") on the Middle Tonner Canyon Property and the 800 Acre Parcel shall continue to be owned as currently in effect. City hereby agrees to maintain such Water Systems and make such water available for use by Boy Scouts on the 2013 Retained Property and the 800 Acre Parcel (and, to the extent the license for use thereof is then in effect, the Middle Tonner Canyon Property) in amounts reasonably required in connection with then-current operation of the Firestone Scout Reservation.

4.2 Water Wells. To the extent feasible, Boy Scouts may develop, or re-activate, water wells on the 800 Acre Parcel for non-potable water uses (but such wells shall not be deemed to be part of the "Water Systems" required to be maintained by City.)

4.3 Water Use. Boy Scouts have reserved, and City grants to Boy Scouts, first priority uses of non-potable water from the Water Systems for an equitable charge. To the extent that water is available for irrigation purposes from the improvements constructed on the Middle Tonner Canyon Property, City (and its successor owner) shall provide water to Boy Scouts for

irrigation purposes on the 800 Acre Parcel and the 2013 Retained Property for an equitable charge.

5. Right to Relocate Easements.

5.1 City's Right to Relocate Easements. City may relocate any of the Easements described in Section 2.2 (subject to the provisions of Section 5.2, below) and Section 2.3 provided that: (a) it may not materially adversely affect the continued operation by the Boy Scouts of the Firestone Scout Reservation on the 2013 Retained Property or on the 800 Acre Parcel; (b) City shall pay costs and expenses of any relocation; and (c) any relocation of any of such Section 2.2 or Section 2.3 Easements shall be to a location and in a manner reasonably determined by City and approved by Boy Scouts. The Easement described in Section 2.1 is not subject to relocation.

5.2 Relocation of Tonner Canyon Road Easement. In the event any Public/Private Use of Middle Tonner Canyon Property precludes the continued use of either Tonner Canyon Road or any access roadway connecting to Tonner Canyon Road and used by Boy Scouts in the operation of the Firestone Scout Reservation on the 2013 Retained Property or the 800 Acre Parcel, City shall, at City's expense, provide comparable alternate access at such point in the vicinity of the SW corner of the 800 Acre Parcel located in Los Angeles County to permit reasonably equivalent access to and from the Firestone Scout Reservation to the 57 Freeway.

6. General Provisions.

6.1 Easements Appurtenant and Licenses. Each of the Easements provided herein shall be appurtenant to and for the benefit of the 2013 Retained Property and shall be a burden on the 800 Acre Parcel. Each and all of the foregoing easements and licenses, as well as following provisions, covenants, conditions, restrictions and encumbrances (i) shall run with the land or be a license coupled with an interest; (ii) shall be binding upon, and shall inure to the benefit of, City and Boy Scouts and any Person having or acquiring any interest in any portion of the Property, and all of their respective successive owners, assigns, grantees, and tenants; (iii) shall be binding upon, and shall inure to the benefit of, the Property; and (iv) shall be subject to and limited by all applicable laws, rules, regulations, policies and other limitations imposed or enforced by any governmental entities and agencies. Notwithstanding the foregoing, the license provided to Boy Scouts in Section 3.1 above shall be personal to Boy Scouts and not transferable or assignable except to a successor or merger organization of Boy Scouts or to other youth oriented organization approved by City.

6.2 Nonexclusive. City retains the right to use and to grant to others the nonexclusive right to use the real property covered by the license in favor of Boy Scouts in Section 3.1 for any lawful recreational use subject to the provisions of this Agreement, to the extent that such uses do not unreasonably interfere with the use of the Easement in favor of Boy Scouts over the 800 Acre Parcel.

6.3 Maintenance and Repairs; Improvements. Boy Scouts and City, as applicable, shall cause the maintenance for which such Party is responsible as set forth below to be neat, safe, attractive and in accordance with all applicable governmental law and regulation.

6.3.1 Middle Tonner Canyon Property and Picnic Area. The existing Improvements on the Middle Tonner Canyon Property and the Picnic Area shall be maintained by Boy Scouts or City, as appropriate, in proportion to the use by such party of such Improvements. City shall be solely responsible for maintenance of Camp Courage. Boy Scouts shall maintain such existing Improvements as are currently being used by Boy Scouts, and City shall maintain all other Improvements. Any future Improvements developed by City or its successor on the Middle Tonner Canyon Property shall be the responsibility of City (r its successor owner, if applicable).

6.3.2 800 Acre Parcel. Boy Scouts shall maintain Improvements now existing or hereafter be constructed on the 800 Acre Parcel in proportion to, or as required in connection with, the use of such Improvements by Boy Scouts. The responsibility for maintenance of any new Improvements constructed by Boy Scouts which are other than "Low Impact" Improvements shall be agreed between City and Boy Scouts at the time of approval of such Improvements.

6.3.3 City shall be responsible for the abatement and/or removal, in accordance with applicable local, state and federal laws, of all weeds and other fire suppression maintenance work on the Middle Tonner Canyon Property and the 800 Acre Parcel.

6.4 Indemnification. Each Owner shall indemnify, defend, and hold the other Owner and its respective partners and affiliated entities and all of their respective officers, directors, employees, and shareholders (collectively "Indemnified Owner") harmless from and against all claims, damages, demands, liabilities, obligations and causes of action (collectively "Claims"), including all reasonable costs, expenses and reasonable attorneys' fees (which shall be paid as incurred) expended in the settlement or defense of any Claims against an Indemnified Owner to the extent caused by any of the following on the part of such Owner or its officers, directors, shareholders, agents, employees, tenants, guests or visitors (collectively "Party"): (i) any negligent or willful act of omission of such Party; or (ii) such Owner's default under or beach of this Agreement. Notwithstanding anything to the contrary set forth above in this Section 6.4, City shall be responsible for, and shall indemnify and hold harmless Boy Scouts for, from and against any and all claims, demands, liabilities, costs, expenses, damages and losses (including without limitation any award of attorneys' fees and costs or negotiated payment thereof), cause or causes of action and suit or suits of any nature whatsoever arising out of, either prior to or after the closing of the transaction described in Recital E (the "**Purchase Transaction**"), any third party lawsuit or other action challenging or otherwise questioning the authority of City to undertake the Purchase Transaction (or other transactions related thereto) or the procedures undertaken by City to authorize the Purchase Transaction, including compliance with the California Environmental Quality Act, or the authority of the City to grant the rights and interests granted to Boy Scouts under this Easement Agreement or the Amended and Restated Use Agreement.

6.5 Restrictions on Encumbrances. Neither City nor Boy Scouts shall mortgage or otherwise grant any lien or security interest in the 800 Acre Parcel, or the rights held by such party in the 800 Acre Parcel.

6.6 Amendment and Termination. This Agreement may be amended or terminated only by written instrument executed by all Owners of the Property and shall be effective when such written instrument is recorded.

6.7 Further Assurances. The parties hereby agree to execute such other documents and perform such other act as may be necessary or desirable to carry out the purposes of this Agreement.

6.8 Entire Agreement. This document, including all exhibits which are made a part hereof by this reference, together with the Use Agreement, represents the entire agreement between the parties with respect to the subject matter hereof, and to the extent inconsistent herewith, supersedes all prior agreements, representations

6.9 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, devisees, legal representatives, successors and assign.

6.10 Resolution of Disputes by Arbitration. Disputes arising out of this Agreement shall be settled by binding arbitration administered by the American Arbitration Association ("AAA") under its Arbitration Rules for the Real Estate Industry, including the Expedited Procedures set forth in such rules. The locale for arbitration under this Section 6.10 shall be Los Angeles, California.

6.10.1.1 The Parties may agree on one arbitrator. If they cannot agree on one arbitrator, three arbitrators shall be appointed by the process set forth in the AAA Commercial Arbitration Rules and Procedures. The presiding arbitrator shall be a real estate attorney or retired judge with real estate experience, and the two additional arbitrators shall be (i) a certified public accountant familiar with real estate and recreation issues and (ii) a real estate professional with expertise relating to youth camp development and administration.

6.10.1.2 A hearing on the matter to be arbitrated shall take place before the arbitrator(s) in Los Angeles County, California, the time and place to be selected by the arbitrator(s). The arbitrator(s) shall give each Party written notice of the time and place at least thirty (30) days before the date selected. At the hearing, any relevant evidence may be presented by either Party and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded at the sole discretion of the arbitrator(s). The arbitrator(s) shall hear and determine the matter and shall execute and acknowledge the decision and the award, if any, in writing and cause a copy of the writing to be delivered to each of the Parties.

6.10.1.3 All decisions of the arbitrator(s) shall be final, binding, and conclusive on all Parties. Judgment may be entered upon any such decision in accordance with applicable law in any court having jurisdiction thereof or that court may vacate, modify or correct the award in accordance with the prevailing provision of the California Arbitration Act. With respect to a financial award, if three arbitrators are serving, the decision of two of them shall be the binding

decision of the panel. If two do not agree on the award, then the high and low award shall be rejected and the remaining number shall be the award of the panel. As to non-monetary award, if two agree, that is the binding decision. If two or more cannot agree then the binding decision shall be that of the attorney or retired judge.

6.10.1.4 The Parties shall share equally all initial costs of arbitration. The costs of the arbitration shall be borne in such proportions as the arbitrator(s) may determine. The prevailing Party shall be entitled to reimbursement of reasonable attorney fees, costs, and expenses incurred in connection with the arbitration.

6.10.1.5 The Parties acknowledge and agree that the fulfillment of the agreements set forth herein and the agreements entered into by the Parties concurrently herewith is intended to be the primary objective of any dispute resolution procedure, and that the arbitrator(s) is expressly authorized to order specific performance to effect the terms of this Agreement and the Use Agreement.

NOTICE. BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS SPECIFIED IN SECTION 6.10 DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS SECTION 6.10. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS SPECIFIED IN SECTION 6.10 TO NEUTRAL ARBITRATION.

INITIALS: Boy Scouts: _____
City: _____

6.11 Governing Law. This Agreement is entered into and shall be governed by and construed in accordance with the laws of the State of California.

6.12 Partial Invalidation and Reformation. If any term, provision, covenant, restriction or condition of this Agreement is or would be held by a court of competent jurisdiction to be invalid, void or unenforceable (or the lack of any limiting term, provision, covenant, restriction or condition of this Agreement would result in a term, provision, covenant, restriction or condition being invalid, void or unenforceable), then the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law and such invalid, void or unenforceable term, provision, covenant, restriction or condition shall be (i) modified to

the extent possible to both meet the intent of the parties and have it valid and enforceable to the maximum extent permitted by law and (ii) any such rights as may be terminated shall be re-created and granted on an equitable basis to the fullest extent possible to continue in effect any such rights as may have been terminated..

6.13 Approvals. All approvals to be granted hereunder by either party shall not be unreasonably withheld by such party.

IN WITNESS WHEREOF, the parties hereto have entered into as of the date first above written, for identification purposes only and shall be effective upon recordation in Official Records of Orange County and Los Angeles County, California.

"CITY"

THE CITY OF INDUSTRY, a California
Municipal Corporation

By: _____
Name: Mark Radecki
Its: Mayor

By: _____
Name: Paul J. Philips
Its: City Manager

Approved as to form:

By: _____
James M. Casso, City Attorney

"BOY SCOUTS"

GREATER LOS ANGELES AREA
COUNCIL, BOY SCOUTS OF AMERICA
a California nonprofit corporation

By: _____
Name: Charles M. Keathley
Its: Scout Executive, CEO and Secretary

By: _____
Name: Gerry T. Morton
Its: Board Chair

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EXHIBIT A

DEPICTION OF 800 ACRE PARCEL; 2013 RETAINED PROPERTY, MIDDLE TONNER
CANYON PROPERTY AND PICNIC AREA

[TO BE ATTACHED]

EXHIBIT B
LEGAL DESCRIPTION OF 800 ACRE PARCEL
[TO BE ATTACHED]

EXHIBIT C
LEGAL DESCRIPTION OF 2013 RETAINED PROPERTY

10 Acre Firestone Base Parcel

[TO BE ATTACHED]

3 Cell Tower Sites

[TO BE ATTACHED]

EXHIBIT D
LEGAL DESCRIPTION OF MIDDLE TONNER CANYON PROPERTY
[TO BE ATTACHED]

EXHIBIT E
LEGAL DESCRIPTION OF BREA OIL PROPERTY (INCLUDING DESCRIPTION
OF PICNIC AREA)
[TO BE ATTACHED]

EXHIBIT F

DEPICTION OF LOCATION OF DOCK, AND ACCESS ROUTE, AND STORAGE
AND RELATED FACILITIES, FOR BOY SCOUTS AT WATER FEATURE TO BE
DEVELOPED ON MIDDLE TONNER CANYON PROPERTY

[TO BE ATTACHED]

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

between

**GREATER LOS ANGELES AREA COUNCIL,
BOY SCOUTS OF AMERICA
("Seller")**

and

**THE CITY OF INDUSTRY
("Buyer")**

NOTICE OF EXEMPTION

To: County Clerk
County of Los Angeles
Environmental Filings
12400 East Imperial Highway #2001
Norwalk, CA 90650

From: City of Industry
15625 E. Stafford Street, Suite 100
City of Industry, CA 91744

Project Title: Sale of property located at Upper Tonner Canyon Property

Project Location - Specific: 800 acres of Upper Tonner Canyon Property, located in the Firestone Scout Reservation

Project Location-City: City of Industry **Project Location-County:** Los Angeles

Description of Project: The project is the purchase of approximately 800 acres of real property located in Upper Tonner Canyon, by the City, from the Greater Los Angeles Area Council, Boy Scouts of America.

Name of Public Agency Approving Project: City Council, City of Industry

Name of Person or Agency Carrying Out Project: City of Industry

Exempt Status: *(check one)*

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. *State type and section number:*
- Statutory Exemptions. *State code number:*
- General Rule Exemption (Sec. 15061): *State type and section number:* 15061(b)(3)

Reasons why project is exempt: Section 15061(b)(3) of the CEQA Guidelines exempts projects covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The sale of the property does not involve any land use entitlements that will allow for development on the property. The sale would not create any public health or safety hazards and would not have a significant impact on the resources or services within the surrounding area, such as water, sanitary services, surrounding roadways and intersections. Any future development at the property will be subject to additional environmental review and independent analysis as required by CEQA.

Lead Agency

Contact Person: Brian James

Telephone: (626) 333-2211

Signature: _____

Date:

Title: Planning Director