

EXHIBIT EE

QUITCLAIM DEED

The UNITED STATES OF AMERICA, acting by and through the Secretary of the Interior, acting by and through the Regional Director, Lake Central Region, Bureau of Outdoor Recreation, under and pursuant to the power and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and particularly as amended by Public Law 485, 91st Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the perpetual use of the hereinafter described premises as and for public park and public recreation area purposes, by the City of Parma Heights, Ohio (hereinafter designated "Grantee"), does hereby release and quitclaim to Grantee, and to its successors and assigns, subject to the reservations, exceptions, restrictions, conditions and covenants hereinafter expressed and set forth, all Grantor's right, title and interest in and to the following described property, consisting of approximately 24.8905 acres, located in Cuyahoga County, Ohio:

ALL that certain parcel of land situate in the County Cuyahoga, Cities of Parma and Parma Heights, State of Ohio, and known as being part of Original Parma Township Lots Numbers 21 and 22, Ely Tract, together with the buildings and improvements thereon, and bounded and described as follows:

Beginning at the southwesterly corner of Orchard Acres Subdivision Number 1 as shown by the recorded plat in Volume 82 of Maps, Page 22 of Cuyahoga County Records;

Course No. 1 - Thence North $89^{\circ} 54' 00''$ East 854.50 feet along the southerly line of the said Orchard Acres Subdivision Number 1 to a point;

Course No. 2 - Thence South $0^{\circ} 54' 00''$ West 1257 feet to a point;

Course No. 3 - Thence North $89^{\circ} 06' 00''$ West 896.23 feet to a point in an easterly line of Orchard Acres Subdivision Number 3, Recorded in Volume 91 of Maps, Page 20 of Cuyahoga County Records;

Course No. 4 - Thence North $0^{\circ} 24' 14''$ East 421.52 feet along the said easterly line of Orchard Acres Subdivision Number 3 to an inner corner thereof;

Course No. 5 - Thence North $89^{\circ} 58' 35''$ East 49.85 feet along a southerly line of the said Orchard Acres Subdivision Number 3 to a southeasterly corner thereof;

Course No. 6 - Thence North $0^{\circ} 35' 50''$ East 819.79 feet along an easterly line of said Orchard Acres Subdivision Number 3 to the place of beginning and containing 24.8905 Acres of land, be the same more or less, but subject to all legal highways.

RESERVING FROM THE PREMISES HEREIN CONVEYED, A RIGHT TO THE UNITED STATES OF AMERICA, acting through the Department of the Army, to use and occupy until June 30, 1971 that portion of the property being conveyed herein, herein-after described, together with a right of ingress and egress thereto and the right to use and occupy the buildings thereon commonly referred to as Buildings S-100, S-101, S-114, S-108, and miscellaneous small buildings auxiliary to these buildings. Said area being more particularly described as follows:

Commencing at the southwesterly corner of Orchard Acres Subdivision No. 1; thence North $89^{\circ} 54' 00''$ East, 854.50 feet; thence South $0^{\circ} 54' 00''$ West, approximately 700 feet to the true place of beginning; thence from the true place of beginning South $0^{\circ} 54' 00''$ West, approximately 557 feet; thence North $89^{\circ} 06' 00''$ West, 896.23 feet; thence North $0^{\circ} 24' 14''$ East, 421.52 feet; thence North $89^{\circ} 58' 35''$ East, 49.85 feet; thence North $0^{\circ} 35' 50''$ East, approximately 200 feet; thence South $89^{\circ} 06' 00''$ East, approximately 320 feet; thence South $0^{\circ} 54' 00''$ West, approximately 120 feet; thence South $89^{\circ} 06' 00''$ East, approximately 526 feet to the true place of beginning; containing 8.89 Acres, more or less.

ALSO RESERVING FROM THE PREMISES HEREIN CONVEYED, TO THE UNITED STATES OF AMERICA, and its assigns, all oil, gas and minerals in, under, and upon the said described premises, and also the right and privilege of mining and removing the same.

TOGETHER WITH the appurtenances, the buildings and improvements thereon and all the estate and rights of the Grantor in and to the said premises.

SUBJECT TO any and all outstanding easements for public roads, highways, railroads, pipelines, rights-of-way, and public utilities, if any, not shown of record.

To Have and to Hold the hereinbefore described property, subject to the reservations, exceptions, restrictions, conditions and covenants herein expressed and set forth unto the Grantee, its successors and assigns, forever.

Pursuant to authority contained in the Federal Property and

Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder, the General Services Administration determined the property to be surplus to the needs of the United States of America and assigned the property to the Department of the Interior for further conveyance to the City of Parma Heights, Ohio.

It is Agreed and Understood by and between the Grantor and Grantee, and the Grantee by its acceptance of this deed, does acknowledge its understanding of the agreement, and does covenant and agree for itself, and its successors and assigns, forever, as follows:

1. This property shall be used and maintained for the public purposes for which it was conveyed in perpetuity as set forth in the program of utilization and plan contained in the application, submitted by the Grantee on December 31, 1970, which program and plan may be amended from time to time at the request of either the Grantor or Grantee, with the written concurrence of the other party, and such amendments shall be added to and become a part of the original application.
2. The Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a permanent sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and has been acquired from the Federal Government for use by the general public.
3. The property shall not be sold, leased, assigned, or otherwise disposed of except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance. However, nothing in this provision shall preclude the Grantee from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the Secretary of the Interior.

4. From the date of this conveyance, the Grantee, its successors and assigns, shall submit biennial reports to the Secretary of the Interior, setting forth the use made of the property during the preceding two-year period, and other pertinent data establishing its continuous use for the purposes set forth above, for ten consecutive reports and as further determined by the Secretary of the Interior.

5. If at any time the United States of America shall determine that the premises herein conveyed, or any part thereof, are needed for the national defense, all right, title and interest in and to said premises, or part thereof determined to be necessary to such national defense, shall revert to and become the property of the United States of America.

6. As part of the consideration for this Deed, the Grantee covenants and agrees for itself, its successors and assigns, that (1) the program for or in connection with which this Deed is made will be conducted in compliance with, and the Grantee, its successors and assigns, will comply with all requirements imposed by or pursuant to the regulations of the Department of the Interior as in effect on the date of this Deed (43 C.F.R. Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns, will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns, will (a) obtain from each other person (any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns, is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns, by this covenant, and (b) furnish a copy of such agreement to the Secretary of the Interior, or his successor; and that this covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical

classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

7. In the event there is a breach of any of the conditions and covenants herein contained by the Grantee, its successors and assigns, whether caused by the legal or other inability of the Grantee, its successors and assigns, to perform said conditions and covenants, or otherwise, all right, title and interest in and to the said premises shall revert to and become the property of the Grantor at its option, which in addition to all other remedies for such breach shall have the right of entry upon said premises, and the Grantee, its successors and assigns, shall forfeit all right, title and interest in said premises and in any and all of the tenements, hereditaments and appurtenances thereunto belonging; provided, however, that the failure of the Secretary of the Department of the Interior to require in any one or more instances complete performance of any of the conditions or covenants shall not be construed as a waiver or relinquishment of such future performance, but the obligation of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect:

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name and on its behalf this the 22 day of April, 1971.

UNITED STATES OF AMERICA
Acting by and through the
Secretary of the Interior

BY Roma H. Kaening
Regional Director
Lake Central Region
Bureau of Outdoor Recreation

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss

On this 22 day of APRIL, 1977, before me, the subscriber, personally appeared Roman H. Koenings, to me known and known to me to be the Regional Director, Lake Central Region, Bureau of Outdoor Recreation, of the United States Department of the Interior, a governmental agency of the United States of America, and known to me to be the same person described in and who executed the foregoing instrument as such Regional Director aforesaid, as the act and deed of the United States of America, for and on behalf of the Secretary of the Interior, duly designated, empowered and authorized so to do by said Secretary, and he acknowledged that he executed the foregoing instrument for and on behalf of the United States of America, for the purposes and uses therein described.

Walter Decker
NOTARY PUBLIC

My Commission expires:

JAN. 31, 1974

The foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

BY Paul W. Cassidy

STATE OF Ohio)
COUNTY OF Cuyahoga) ss

On this 22nd day of April, 1976, before me, the undersigned Officer, personally appeared Paul W. Cassidy, to me known and known to me to be the same person whose name is subscribed to the foregoing acceptance, who being by me duly sworn, did depose and say that he is the Mayor of the City of Parma Heights, Ohio that he is duly designated, empowered and authorized by a resolution adopted by the Council on 12/28/70 to execute the foregoing acceptance and sign his name thereto; and that he signed his name thereto and acknowledges that he executed the foregoing instrument for and on behalf of the City of Parma Heights, Ohio for the purposes and uses therein described.

Thorothy M. Duly
NOTARY PUBLIC

My Commission expires:

THOROTHY M. DULY
Notary Public for Cuyahoga County
My Commission Expires May 19, 1975

THOROTHY M. DULY
Notary Public for Cuyahoga County
My Commission Expires May 19, 1975

I HEREBY APPROVE THE WITNESS
AS TO LEGAL FORM AND CORRECTNESS.

Thomas J. Brady
INCORPORATED