



United States Department of the Interior

NATIONAL PARK SERVICE
Northeast Region
15 State Street
Boston, Massachusetts 02109-3572

EXHIBIT LL

October 28, 1997

Mr. C. Anthony Stavole
Director of Law
City of Parma Heights
6281 Pearl Road
Parma Heights, Ohio 44130-3084

Re: Cleveland Support Facility (Nathan Hale Park)
Parma Heights, Ohio
GSA Control Number: D-OH-550A

Dear Mr. Stavole:

We are writing to notify you that the National Park Service has approved the City of Parma Heights' request to install a wireless communications tower under a lease with AT&T Wireless Services on the property referenced above.

We grant this approval provided the City of Parma Heights complies with the following conditions:

1. The installation of the tower will not prevent, disrupt, or interfere in any way with the current and future public recreational use of the property for which it was conveyed;
2. All revenue generated by the leasing of the tower will be dedicated solely to park and recreational services and related capital improvements within the City of Parma Heights beginning first with Nathan Hale Park;
3. The City of Parma Heights retains permanent ownership and control over the use of the property, tower, and related appurtenances; and,
4. The location, design, and construction of the wireless communications tower and all appurtenances associated with its operation will be completed according to the specifications provided in the plan titled, "AT&T Wireless Services, Raw Land Site, Nathan Hale Park, Site No. CL-040-03" as prepared by URS Consultants and approved by the Parma Heights City Engineer on July 22, 1997, and in compliance with City of Parma Heights Ordinance No. 1997-24.



National Park Service
U.S. Department of the Interior

Northeast Region - Boston
15 State Street
Boston, MA 02109-3572

617-223-5010 phone
617-223-5164 fax

Federal Lands to Parks Program

To: Mr. William Litten

Phone: 440-884-9600

Fax number: 440-884-1802

From: George Robinson

Date: November 18, 2005

George_Robinson@nps.gov

Re: Nathan Hale Park

Pages to follow: 13

Comments:

Bill – let us know if you have any questions. Thank you.

George

National Park Service
U.S. Department of the Interior



FEDERAL LANDS TO PARKS PROGRAM

Information to be included in Stewardship Reports:

The purpose of the Stewardship Report (formerly called Biennial Report) is to provide a series of discussion points to be addressed in a report following the transfer of Federal surplus real property to a State or local governing body, to determine if the property is being developed and used according to the original or amended park development plan and in conformance with the Deed of Conveyance. The Stewardship Report is periodically confirmed by onsite compliance inspections by National Park Service (NPS) staff. If development is proceeding according to plan and as scheduled, the Stewardship Report can be a brief narrative describing the progress made, the use the area is receiving, and the necessary assurances that the restrictive covenants in the deed are being adhered to as discussed in the points below. **Please include the GSA control number or BRAC property name, your name and contact information including an e-mail address, the address or location of the park with zip code(s), and if possible the geographic coordinates (latitude/longitude) to the entrance of the property on the front page of your report.**

POINTS TO ADDRESS:

PROGRAM OF UTILIZATION: The first step in preparing the report is to review the Program of Utilization (POU), which is part of the original application, and the Deed of Conveyance. The POU should be reviewed to determine whether development and use of the area are proceeding according to plan or whether a request for an amendment to the POU should be submitted along with the Stewardship Report. State the percentage of completion of the POU and, if needed, provide a revised completion date. The site plan should agree with the POU and the actual development on the ground. If revisions have been made, please send a copy of your revised site plan to NPS.

POU AMENDMENTS: If park development plans have changed since the application was approved or since the previous submission of a Stewardship Report, these changes will need to be discussed. The POU and site plan as submitted in the application are legally incorporated into the deed and any changes must be requested by the recipient, approved by NPS, and be incorporated in the official file. The requirement to document proposed changes is not intended to inhibit reasonable and beneficial improvements. The intent is to provide a rational procedure for accomplishing needed changes with both parties being kept fully informed. Sometimes, applications are prepared on short notice and without full consideration of what can realistically be accomplished or within specific time frames.

CONCESSION AGREEMENTS: All third party concession agreements must be reviewed and approved in advance by NPS. Concession agreements can be useful by obtaining specialized expertise for the development and operation of recreational facilities such as a golf course. Have all agreements been forwarded to NPS for review?

OTHER LEGAL AGREEMENTS: All special use permits, utility easements, exchanges, rights-of-way, etc., must be reviewed and approved in advance by NPS. Have all such agreements been forwarded to NPS for review?

FINANCIAL STATEMENT *: What are the annual budgets and operating costs for this property? Identify expenditures for operations and maintenance within the park for the prior two fiscal years or as otherwise directed. List revenue expended towards development since the previous Stewardship Report. Describe capital improvements programmed for construction over the next reporting period. List all revenue received (entrance fees, concession agreement payments, etc.) and how it has been expended.

over

* Please note: All revenue generated on park and recreation surplus properties must be used for further park development, operation, or maintenance. Under no circumstances may revenue be utilized for non-park and recreation purposes.

VISITATION: What is the annual visitation to the property?

OVERUSE: Please describe any special overuse or management problems occurring on the property?

PHOTOGRAPHS: If you have not previously provided them, photographs showing the required park acknowledgement sign and overall park development should be attached to the report.

MAPS: Provide a map of the current park property with the subject parcel(s) clearly marked or highlighted.

HISTORIC PROPERTIES: Notice of any special designations offering special positive recognition or relating to other federal laws, such as (but not limited to) EPA's National Priority List, National Register of Historic Places, National Historic Landmark, for the park or nearby.

CONTAMINATION: Has any hazardous substance dating from past uses of the property been identified? If so, NPS should be notified.

QUITCLAIM DEED OF CONVEYANCE:

The Deed of Conveyance has several covenants agreed to between the applicant and NPS (acting for the Secretary of the Interior). The report should confirm adherence to these covenants:

1. Stipulates that the property shall be used for the public park and recreation purposes for which it was conveyed and incorporates the Program of Utilization and site plan.
2. Requires that within 3 months from the recording of the deed, a permanent sign using the following suggested language will be erected: This park land (or A portion of this park land) was acquired through the Federal Lands-to-Parks Program of the United States Department of the Interior, National Park Service, for use by the general public.
3. Contains a restriction against leasing or selling except for approved third party concession agreements for the operation of specialized recreational facilities or services.
4. Requires the submission of Stewardship Reports.
5. Requires compliance with provisions of Title VI of the Civil Rights Act of 1964.
6. Requires that the facilities and programs on the property will be accessible to the handicapped.
7. Development of properties listed on or eligible for listing on the National Register of Historic Places will be coordinated with the State Historic Preservation Office.
8. Acknowledgement that there are no breaches of any of the conditions or covenants recorded in the quitclaim deed. If a breach occurs, there needs to be full disclosure of the breach accompanied by a plan to remedy the situation.

ADDITIONAL INFORMATION: Any questions concerning Stewardship Reports can be addressed to Elyse LaForest, Federal Lands to Parks Program Manager, National Park Service, 15 State Street, Boston, MA 02109. Telephone: (617) 223-5190. FAX: (617) 223-5164. E-Mail: Elyse_LaForest@nps.gov

A photograph of existing conditions, a vicinity location map and a proposed utilization plan are attached hereto.

4. CAPABILITY.

The City of Parma Heights is a charter city and has the authority to issue councilmanic bonds as provided under the Ohio Constitution and Code. The Charter of the City of Parma Heights provides for a levy for recreational purposes and a levy for capital improvements. The voters have the authority to authorize bonds in addition to councilmanic bonds for recreational purposes and in the past, have authorized such bonds. The City of Parma Heights can, from these various sources, acquire, improve and operate the proposed recreational facility.

The Recreation Commission and the staff of the Recreation Department have been in existence since 1953 and are adequate to develop and operate the project. In recent years the Recreation Department staff has been increased by the addition of a qualified part time-full time recreation director, additional playground supervisors, a supervisor and assistant supervisor of umpires and umpires association, two full time tennis instructors for summer months, a teenage evening recreation center with three full time employees, and one full time service department employee who supervises three part time employees for park and recreation maintenance. In the past the City has benefited by thousands of hours of volunteer work by hundreds of persons in the various recreational programs. This volunteer service will continue and increase with the acquisition of the proposed facility.

5. PROGRAM OF UTILIZATION.

- a. Proposed uses: The City of Parma Heights proposes to use this land for playground and recreational facilities and to continue and expand its existing recreational programs. The proposed facility will include ball diamonds, football fields, tennis courts, hard-surfaced play areas and other ancillary facilities for persons of all ages. If at all possible, the existing buildings, S-100, S-101 and S-114, will be used as a youth center, a senior citizens center, arts and crafts and other recreational and cultural programs. Building S-108, if adaptable, will be used for the storage of recreational equipment and supplies including maintenance equipment. Adequate parking is provided.
- b. General Development Plan. The general development plan is shown on the foldout utilization drawing which is attached hereto.
- c. Development Time Table and Estimated Cost of Each Scheduled Facility. Preliminary estimates indicate a total cost of \$350,000.00. While both the accurate time schedule and an accurate estimate of cost cannot be made until detailed plans and specifications are made, the following would seem to be a reasonable estimate at the present time:

Phase No. 1 - 1971: Acquisition of site and minor modifications for immediate use.

Phase No. 2 - 1971-1972: Development of a full and detailed plan.....\$5,000.00

Phase No. 3 - 1972-1973: Construction of baseball diamonds, football fields and minor rehabilitation of buildings.....\$50,000.00

Phase No. 4 - 1974-1975: Construction of all other outdoor facilities including paved courts, parking and landscaping.....\$150,000.00

Phase No. 5 - 1976-1977: Final rehabilitation of buildings or construction of new buildings as required by the utilization plan.....\$95,000.00

Because the quitclaim deed requires the City of Parma Heights to use property exclusively for park and recreational purposes, the National Park Service must prepare a grant of easement which will allow the City to lease the tower site and access road to AT&T Wireless Services. Under the Federal Property and Administrative Services Act of 1949, as amended [particularly at 40 U.S.C. 484(k)(C)(iii)], the Secretary of the Interior has the authority to grant releases from any terms, conditions, reservations, and restrictions of the conveyance if such a release will not prevent the accomplishment of the purpose for which the property was transferred. Any release of restrictions, however, is subject to the disapproval of the General Services Administration.

The National Park Service will prepare a grant of easement according to the legal description provided by the City of Parma Heights and request the General Services Administration's approval. Once this is completed, we will send the grant of easement to the City of Parma Heights for signature and recording. In the interim, we will allow AT&T Wireless Services to begin construction of the tower with the understanding that the General Services Administration reserves the right to reject our request.

Thank you again for your patience and cooperation in this matter. Please call me at (617) 223-5190 if you have any questions.

Sincerely,

John T. Kelly

John T. Kelly
Program Manager
Federal Lands to Parks Program



Suggested Sign Language: This park land was acquired through the Federal Lands to Parks Program of the United States Department of the Interior National Park Service for use by the general public

THIS PROPERTY
ACQUIRED FROM
THE NATIONAL
PARK SERVICE
FOR RECREATIONAL USE
BY THE
GENERAL PUBLIC
CITY OF
SAULT STE MARIE

THIS PARK LAND WAS ACQUIRED
THROUGH THE FEDERAL
LANDS TO PARKS PROGRAM
OF THE UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
FOR USE BY THE GENERAL PUBLIC

The National Parks Service,
United States Department
of the Interior donated this
land to the State of Connecticut
for public recreational use
through the Federal Lands
to Parks Program.

MORICHES LAKE
WATERWAY ACCESS BY
STATE OF NEW YORK
DEPARTMENT OF
ENVIRONMENTAL CONSERVATION
THIS PROPERTY WAS DONATED BY THE FEDERAL
GOVERNMENT TO THE STATE AND RECEIVED BY

COLE HILL PARK
SAULT STE MARIE, MICHIGAN
ESTABLISHED 1908
BY THE STATE OF MICHIGAN
AS A PUBLIC RECREATION AREA
FOR THE PEOPLE OF THE STATE
OF MICHIGAN

THIS PARK LAND WAS ACQUIRED
THROUGH THE FEDERAL
LANDS TO PARKS PROGRAM
OF THE UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
FOR USE BY THE GENERAL PUBLIC

RECORDED 5/20/71 - Vol. 12796 - Pg. 699

D-04-550A (Parma Heights)

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, hereinafter 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, 1921.

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

BY Roma H. [Signature]
Regional Director
Lake Central Region
Bureau of Outdoor Recreation

STATE OF OHIO)
COUNTY OF CUYAHOGA) SS

On this 22 day of April, 1974, before me, the subscriber, personally appeared Roman H. Koening, 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.

Wanda Deight
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, 1974, 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, 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, Ohio for the purposes and uses therein described.

Dorothy M. Duly
NOTARY PUBLIC

My Commission expires:
DOROTHY M. DULY
Notary Public for Cuyahoga County
My Commission Expires May 19, 1975

DOROTHY 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
THC