

**EXHIBIT FF**

**CITY OF PARMA HEIGHTS**

**CUYAHOGA COUNTY, OHIO**

**OFFER TO PURCHASE PROPERTY AND PROGRAM OF UTILIZATION**

**A PORTION OF CLEVELAND SUPPORT FACILITY - PARMA, OHIO**

**GSA DISPOSAL NO. D-Ohio-550A**

**OFFICIAL REPRESENTATIVE:**

**Paul W. Cassidy, Mayor  
City of Parma Heights  
6281 Pearl Road  
Parma Heights, Ohio  
216-884-9600**

APPLICATION FOR FEDERAL SURPLUS PROPERTY  
FOR PUBLIC PARK OR RECREATIONAL PURPOSES

Part "A"

TO: Bureau of Outdoor Recreation  
Department of Interior  
Lake Central Region  
3853 Research Park Drive  
Ann Arbor, Michigan 48104

The undersigned CITY OF PARMA HEIGHTS  
(State or local government or instrumentality thereof)  
hereinafter referred to as the Applicant or Grantee, acting by and through

PAUL W. CASSIDY - MAYOR OF THE CITY OF PARMA HEIGHTS  
(Name and Title)

6281 Pearl Road

(Street Address)

of PARMA HEIGHTS, OHIO  
hereby makes application to the United States pursuant to Section 203(k) (2)  
of the Federal Property and Administrative Services Act of 1949 (63 Stat. 387),  
as amended, and in accordance with the rules and regulations of the Department  
of the Interior, for the transfer of the following property which has been  
declared surplus by the General Services Administration and is subject to  
assignment to the Secretary of the Interior for disposal for public park or  
recreation purposes:

Cleveland Support Facility, Parma, Ohio  
GSA Disposal No. D-Ohio-550A  
Approximately 24.89 acres

This property is more fully described in Part "B" of this application,  
attached hereto and made a part thereof.

Enclosed herewith is a resolution or certified statement, showing the  
authority of the undersigned to execute this application and to do all  
other acts necessary to consummate the transaction.

The undersigned agrees that this application is made subject to the  
following terms and conditions:

1. This application and its acceptance by the Department of the Interior  
shall constitute the entire agreement between the Applicant and the  
Department of the Interior, unless modified in writing signed by  
both parties.
2. The descriptions of the property set forth above are believed to  
be correct, but any error or omission shall not constitute ground  
or reason for nonperformance of the agreement resulting from the  
acceptance of this application.

3. It is understood that the property is to be conveyed "As Is" and "Where Is" without representation, warranty, or guaranty as to quantity, quality, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose intended, and no claim for any adjustments upon such grounds will be considered after this application has been accepted.
4. The Applicant agrees to assume possession of the property within 15 days of any written request given by the Department of the Interior after the property has been assigned to the Department of the Interior by the General Services Administration. Should the Applicant fail to take actual possession within such period, it shall nonetheless be charged with constructive possession commencing at 12:01 a.m., local time, of the 16th day after such request by the Department of the Interior. The word "possession" shall mean either actual physical possession or constructive possession.
5. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for any general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid by the Federal Government in lieu of taxes.
6. As of the date of assumption of possession of the property, or the date of conveyance, whichever occurs first, the Applicant shall assume responsibility for care and handling and all risks of loss or damage to the property, and have all obligations and liabilities of ownership.
7. The Applicant shall on a mutually agreeable date not later than 30 days after the property has been assigned to the Department of the Interior, or such longer period as may be agreed upon in writing, tender to the Department of the Interior, the purchase price. Upon such tender being made by the Applicant, the Department of the Interior shall deliver to the Applicant the instrument, or instruments, of conveyance.
8. Conveyance of the property shall be accomplished by an instrument, or instruments, in form satisfactory to the Department of the Interior without warranty, express or implied, and shall contain reservations, restrictions, and conditions substantially as follows:
  - A. That the Grantee shall forever use the property in accordance with its application, and the approved program of utilization included in the application.
  - B. That the Grantee shall, within 6 months of the date of the deed of conveyance, erect and maintain a sign or marker near the point of principal access to the conveyed area indicating that the property is a park or recreation area and is or will be made available for use by the general public.

- C. 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 program, A, above, through concession agreements entered into with third parties, provided the prior concurrence of the Secretary of the Interior in writing is obtained to such agreements.
- D. Biennial reports setting forth the use made of the property during the preceding two-year period shall be prepared by the Grantee and submitted to the appropriate Regional Office of the Bureau of Outdoor Recreation at 3853 Research Park Drive, Ann Arbor, Michigan, for ten consecutive reports and as further determined by the Secretary of the Interior.
- E. The Federal Government shall have the right, during any national emergency, including any existing national emergency, to full unrestricted use of the property conveyed without charge; provided, the Government shall bear the entire cost of maintenance of all property so used within a period of twenty years from this conveyance, and for any use occurring after the expiration of such period shall pay fair rental for all property so used. It shall pay fair rental for use of improvements added by the Grantee without Federal aid whether the Government's use occurs during, or after the expiration of, the twenty-year period.
- F. Title to the property transferred shall revert to the United States at its option in the event of noncompliance with any of the terms and conditions of disposal.
9. The program of utilization included in Part "B" of the application may be amended, at the request of either the Applicant or the Federal Government, with the written concurrence of the other party. Such amendments will be added to and become a part of the original application and shall be consistent with purposes for which the property was transferred. The Applicant further agrees to furnish such data, maps, reports, and information as may be needed by the Bureau of Outdoor Recreation.
10. Any title evidence which may be desired by the Applicant will be procured by the Applicant at its sole cost and expense. The Federal Government will, however, cooperate with the Applicant or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title matters or survey of the property.

11. The Applicant shall pay all taxes imposed on this transaction and shall obtain at its own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be recorded within 30 days of their receipt in the manner prescribed by local recording statutes at the Applicant's expense.
12. The attached "Assurance of Compliance with the Department of the Interior Regulations under Title VI of the Civil Rights Act of 1964" is hereby made a part of the application.

CITY OF PARMA HEIGHTS

(Name)

BY:

*Paul W. Cassidy*

MAYOR

(Title)

(Dated) December 31, 1970

6281 Pearl Road, Parma Heights, Ohio 44130  
(Address of Applicant)

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States of America this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

DEPARTMENT OF THE INTERIOR

By \_\_\_\_\_

Assurance of Compliance with Department of the Interior Regulations  
under Title VI of the Civil Rights Act of 1964

The following agreement is made by the applicant in consideration of and for the purpose of obtaining the transfer of any or all property covered by this application and the applicant recognizes and agrees that any such transfer will be made by the United States in reliance on said agreement.

The applicant agrees that (1) the program for or in connection with which any property covered by this application is transferred to the applicant will be conducted in compliance with, and the applicant will comply with and require any other person (any legal entity) who through contractual or other arrangements with the applicant is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the Department of the Interior (43 CFR Part 17) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this agreement shall be subject in all respects to the provisions of said regulations; (3) the applicant will promptly take and continue to take such action as may be necessary to effectuate this agreement; (4) the United States shall have the right to seek judicial enforcement of this agreement; and (5) this agreement shall be binding upon the successors and assigns of the applicant.

It is agreed that the instrument effecting the transfer to the applicant of any property covered by this application will contain provisions satisfactory to the United States incorporating the substance of the foregoing agreement, such provisions to consist of (a) a condition, coupled with a right reserved to the United States to cause the property to revert to the United States in the event of any breach of such condition, and (b) a covenant running with the land.

Part "B"

(of application dated December 31, 1970)

OUTLINE.

1. DESCRIPTION OF PROPERTY.

a. Property Name and Location.

- (1). Portion of Cleveland Support Facility, Parma, Ohio  
GSA Disposal No. D-Ohio-550A
- (2). The NIKE Control Area of said Cleveland Support Facility,  
located northerly of Pleasant Valley Road and Westerly of  
York Road in Cuyahoga County, Ohio.

b. Land.

- (1). Acreage: 24.89 acres.
- (2). Description:

Situated in the City of Parma and the City of Parma Heights,  
County of Cuyahoga and State of Ohio and known as being part  
of Original Parma Township Lots Numbers 21 and 22, Ely Tract  
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°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°54'00" West 1257 feet to a  
point;

Course No. 3 - Thence North 89°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°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°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°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.

c. Buildings, Structures and Improvements.

One-story concrete Block, barracks type structure, Building S-100, 125'4" x 32'4" - 3914 sq. feet.

One-story concrete Block, barracks type structure, Building S-101, 114' x 39'8" - 4131 sq. feet.

One-story concrete Block, barracks and office type structure, Building S-114, 217' x 53' at one end and 32'4" at the other - 6871 sq. feet.

One-story concrete Block, garage type building of greater than average height for storage and maintenance of equipment, Building S-108, 60' x 35' - 2160 sq. feet.

Miscellaneous small buildings such as gate-houses, control towers and small buildings ancillary to the control towers.

d. Utilities. Property is serviced by sanitary sewers, public water mains, natural gas lines, electricity and telephone service from adjacent dedicated public streets. Property is serviced by storm drainage to storm sewers in dedicated public streets and/or large drainage ditch and culvert opening across northerly line of property.

e. Personal Property. None.

2. NEED.

The City of Parma Heights is a community whose population has grown from 3901 in 1950 to 18,132 in 1960 to its present population of 29,000 persons. It has been estimated that its population will reach 35,000.

It is a community with a majority of young and middleaged persons but it is a balanced community in that it also has many apartments which are occupied by older persons including a housing facility for the elderly and financed under Section 231 of the Housing Act Amended. Persons of all ages have exhibited a strong desire to engage in recreational programs.

At the present time the City of Parma Heights has only 75.43 acres of recreational land. With the rapid increase in construction, there was a corresponding increase in the value of land in the City of Parma Heights. In order to acquire even the minimal amount of land for open space and recreational purposes that it now owns, the City had to acquire land that was suitable for construction at competitive prices. Other than the proposed acquisition, there is practically no site that can be acquired by the City for open space and recreational purposes. This is particularly true of that large portion of the City that lies southerly of Pearl Road and westerly of York Road.

The Charter of the City of Parma Heights provides for a Recreation Commission of five members which is a non-paid advisory board. The City has a paid director of recreation who is employed on a full-time basis for the summer recreation program and part-time the rest of the year. Also, assistant directors of recreation administer the following programs:

- Baseball
- Football
- Swimming
- Tennis
- Basketball
- Golf
- Dancing

Each of these programs is actively supported; however, the baseball program is the most outstanding and the one where the need for additional facilities is most critical. The number of participants both children and adult that participate in this program has increased yearly. This past season we had over 1700 active participants in the baseball program and it truly has been held down due to the lack of facilities. Games must be arranged on such a tight schedule that uncomfortable situations arise and opportunities for practice are almost nonexistent. Presently the city has five diamonds of their own and lease sixteen others on non-city owned property (City of Cleveland Reservoir Site, Community College, and Parma Public Schools). There can be no guaranteed usage of yearly leased property.

This property would directly serve residents within approximately one mile and would total nearly 1500 families. At the present time there is a minimum amount of facilities available for the use of arts and crafts, senior citizens, and community civic groups. This property would be made available for the expansion of these aforementioned activities. It is the goal of this city's administration to have recreation facilities available to all on an equal basis. The master plan calls for a major recreation facility in all four quadrants of the city. This, the southwest quadrant, has no property available other than the Cleveland Support Facility.

The proposed acquisition would permit the realization of the programs of the City for expanded outdoor recreation and indoor recreation and programs in the arts and crafts for persons of all ages.

3. SUITABILITY.

The proposed site can be described only as being ideal for the intended use. It is flat and contains no growth that would be a hindrance to the development as intended. The location is in an area where recreation facilities are sorely needed. The property has ideal access to the population. Transportation is not a problem in that primarily served residents live within walking distance of the facility. All utilities are available.

From all indications some existing buildings, fencing, installed utilities, roadways and existing drainage can be incorporated into the Utilization Plan.

STATE OF OHIO            )  
                                  ) S.S.  
COUNTY OF CUYAHOGA )

I, Patricia Keidel, Clerk of Council of the Municipality of Parma Heights, in and for said county, having custody and control of the records of said Municipality, do hereby certify that the copy of Resolution No. 1970-25 to which this certification is attached, was copied from the original Resolution No. 1970-25 and that the same was copied by me from the said record and is a correct and true copy thereof.

IN WITNESS WHEREOF I have subscribed my name as Clerk of Council of the Municipality of Parma Heights in said County on this 30 day of December 19 70.

  
\_\_\_\_\_  
Patricia Keidel, Clerk of Council  
Municipality of Parma Heights, Ohio