

RESOLUTION NO. 2021-30
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO
A LICENSE AGREEMENT FOR A PORTION OF
THE BRUCE G. RINKER GREENWAY**

WHEREAS, it has been deemed in the best interest of the health, safety and welfare of all Village residents and inhabitants to maintain and improve the Bruce G. Rinker Greenway (the “Greenway”) in Mayfield Village; and

WHEREAS, in order to provide an additional connection to the Greenway from the Montebello Subdivision, a license agreement was needed between the developer of the Montebello Subdivision and owner of the adjacent property; and

WHEREAS, the Council deems it necessary and in the best interest to the health, safety and welfare of all Mayfield Village residents to enter into a license agreement with 6660 Beta LLC and 345 Minor Road LLC.

BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into a license agreement with 6660 Beta LLC and 345 Minor Road LLC and authorizes the Mayor and President of Council to execute the license agreement attached hereto as **Exhibit A.**

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution pursuant to the Village’s Charter and Ordinances have been taken at open meeting of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it enables completion of necessary time sensitive improvements. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT
Council President

First Reading: August 16, 2021

Second Reading: _____, 2021

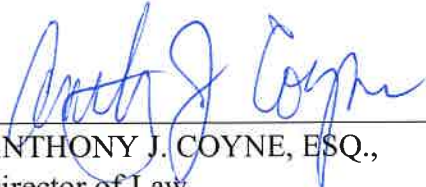
Third Reading: _____, 2021

PASSED: August 16, 2021




BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



ANTHONY J. COYNE, ESQ.,
Director of Law

ATTEST:  _____
MARY E. BETSA, MMC
Clerk of Council

LICENSE AGREEMENT

This License Agreement (the "License") is entered into the ___ day of ___ 2021 (the "Effective Date") by and between 6660 Beta, LLC, an Ohio limited liability company located at 6660 Beta Dr., Mayfield, Ohio 44143 (the "Licensor"), Mayfield Village, Ohio, an Ohio municipal corporation located at 6622 Wilson Mills Rd., Mayfield Village Ohio 44143 (the "Licensee") and 345 Miner Road LLC, an Ohio limited liability company ("Developer").

WHEREAS, Licensor is the record owner of real property located on Beta Dr., Mayfield Village, Ohio (PPN 831-12-003) (the "Licensor Property"); and

WHEREAS, Licensee entered into a Development Agreement with Developer dated January 29, 2019 in order to construct a residential development on Highland Road in Mayfield Village (the "Development"); and

WHEREAS, Licensee maintains the Bruce G. Rinker Greenway (the "Greenway") throughout Mayfield Village and in accordance with the Development Agreement Developer agreed to install a connection to the Greenway across the Licensor Property (the "Trail Connector"); and

WHEREAS, the Parties hereto are desirous of entering into this License Agreement to allow Licensee, its members, directors, officers, employees, contractors, agents, business invitees and general public access to the License Area, as defined hereinbelow, located on the Licensor Property, for ingress, egress and general recreation in accordance with the terms below.

NOW, THEREFORE, for valuable consideration paid, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee, its members, directors, officers, employees, contractors, agents, business invitees and general public, license to the twelve (12) foot wide area located on the Licensor Property, as depicted on Exhibit "A", attached hereto and incorporated herein by reference, (the "License Area") for ingress, egress and general recreation. Further, Licensor grants to Developer its members, directors, officers, employees, contractors, agents, and business invitees, license to the License Area located on the Licensor Property and the area surrounding the License Area reasonable needed for the construction of the Trail Connector. Installation and construction costs of the Trail Connector shall be borne exclusively by the Developer. Licensor shall have no financial responsibility for the installation and construction of the Trail Connector.

2. License Term. The term of this License shall be fifty (50) years commencing on the Effective Date.

3. Installation and Maintenance. Developer shall be responsible for the installation of the Trail Connector in accordance with the terms of the Development Agreement. Licensee shall be responsible for maintenance of the Trail Connector, at its sole cost and expense throughout the Term of this License.

4. Vehicular Crossing. In the event Licensor acquires additional property adjacent to the Trail Connector, Licensor shall have the option to install a vehicular crossing not to exceed 24 feet in width across the Trail Connector, at Licensor's sole cost and expense, in order to allow vehicular access across the Trail Connector. Prior to commencing construction on the vehicular crossing, Licensor shall provide Licensee the plans for the vehicular crossing for Licensee's Planning Commission and Council approval.

5. Miscellaneous. This License is the entire agreement of the Parties and supersedes any prior negotiations. This License shall be binding upon and inure to the benefit of the Parties and their respective affiliates, subsidiaries, members, shareholders, partners, directors, officers, employee, agents, insurers, heirs, beneficiaries, successors, assign and personal representatives. No waiver of any provision of this License shall be effective unless in writing, and no waiver on one occasion shall constitute a waiver on any further occasion. The provisions of this License shall be severable and the invalidity of one provision shall not affect any others. This License shall be governed by and constructed in accordance with the laws of the State of Ohio.

[Signature Page to Immediately Follow]

IN WITNESS WHEREOF, the Parties have executed this License Agreement as of the date indicated above.

LICENSOR:

6660 BETA, LLC, an Ohio limited liability company

By:

Its:

LICENSEE:

MAYFIELD VILLAGE, OHIO



Brenda Bodnar, Mayor



Stephen Schutt, President of Council

APPROVED AS TO FORM:



Anthony J. Coyne, Esq., Director of Law

DEVELOPER:

345 MINOR ROAD LLC, an Ohio limited liability company

By:

Its:

EXHIBIT A

“License Area”

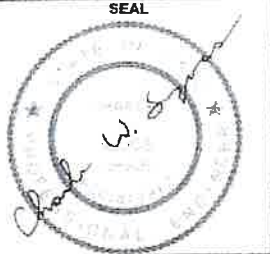
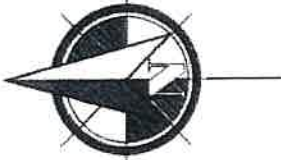


EXHIBIT 'A'



POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD
SUITE D
WILLOUGHBY HILLS, OH 44094
(440) 944-4433
(440) 944-3722 (Fax)
www.polaris-es.com



GRAPHIC
SCALE



(IN FEET)
1 INCH = 60 FEET

Mayfield Village Baptist
AFN: 200206110103
PPN: 831-10-008
Zoning: Single Family Residential

6660 Beta, LLC
AFN: 201212270367
PPN: 831-12-003
Zoning: Production - Distribution

75 FT
63 FT
12 FT

390 FT
465 FT

PROPOSED
LICENSE

MONTEBELLO
SUBDIVISION
BLOCK C

S/L 31-32

S/L 30

87 FT

12 FT

DATE: 6/17/21
SCALE: HOR. 1"=50'
FOLDER: Exhibits
FILENAME: GW License
TAB: 01- Exhibit A
DRAWN: SRV

CONTRACT No.

18188

SHEET OF

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