

**AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING
THE MAYOR AND PRESIDENT OF COUNCIL TO GRANT A PERMANENT
STORMWATER EASEMENT OVER THE PROPERTY LOCATED 6213 NORTH
WOODLANE DRIVE TO THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

WHEREAS, the Northeast Ohio Regional Sewer District (“NEORS”) acquired the property located at 6213 North Woodlane Drive (the “Property”), and then razed the home located thereon in order to expand the existing floodplain for stormwater management purposes; and

WHEREAS, NEORS will be transferring the Property to the Village and desires to have in place a Permanent Stormwater Easement over the Property in order to ensure it remains dedicated to this use; and

WHEREAS, the Village, upon receiving ownership of the Property, desires to grant a Permanent Stormwater Easement to NEORS; 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 Permanent Stormwater Easement with NEORS on the Property for stormwater management purposes.

NOW, THEREFORE, BE IT ORDAINED by the Council of Mayfield Village, Cuyahoga County, State of Ohio, that:

SECTION 1. The Council of Mayfield Village, Ohio hereby authorizes and directs the Mayor and President of Council to grant a Permanent Stormwater Easement to NEORS, as is more fully set forth in the document attached and incorporated by reference as Exhibit “A.”

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance pursuant to the Village’s Charter and Ordinances have been taken at open meetings 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 Ordinance 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 is necessary to ensure stormwater management purposes continue uninterrupted. 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: June 20, 2022
Second Reading: suspended, 2022
Third Reading: suspended, 2022
PASSED: June 20, 2022



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA
Director of Law

ATTEST: Mary E. Betts
MARY BETSA
Clerk of Council

PERMANENT STORMWATER EASEMENT
PPN: 831-34-057

KNOW ALL MEN BY THESE PRESENTS: That: the Village of Mayfield, an Ohio municipal corporation, hereinafter the "GRANTOR", for and in consideration of the sum of Ten and 00 Dollars (\$10.00) does hereby give, grant, bargain, and convey, to the Northeast Ohio Regional Sewer District, a regional sewer district organized and existing as an independent political subdivision of the State of Ohio under Chapter 6119 of the Ohio Revised Code, acting pursuant to Resolution No. _____, adopted by its Board of Trustees on _____, hereinafter the "GRANTEE", forever and in perpetuity, a Stormwater Easement for the purposes hereinafter described, in, across, through, upon, over, and under of the entire parcels of real estate known as PPN 831-34-057 (herein, the "Easement Area", as described herein below). GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder's office at Instrument No. _____.

The Easement Area covers the entirety of certain real property listed above and is more particularly described in Exhibit A which is attached hereto, made a part hereof, and incorporated herein.

Said Stormwater Easement is hereby granted and conveyed together with all the rights, privileges, appurtenances, and advantages thereto belonging or appertaining to their use and benefit forever by the GRANTEE. This Stormwater Easement is provided to the GRANTEE for the purposes of installing, constructing, reconstructing, improving, operating, repairing, inspecting, renewing, maintaining, removing and replacing stormwater facilities. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE.

To assure GRANTEE of complete and unfettered use of the Easement Area for the purposes set forth herein, GRANTOR hereby waives, relinquishes and hereby assigns to GRANTEE all development rights in and to the Easement Area including, without limitation, any

residential, commercial or industrial uses (collectively, "Development Rights"). More specifically, the Grantor agrees to the following:

1. Except as otherwise herein provided, the Easement Area shall remain in its natural condition and be managed in a manner consistent with its preservation as a natural, scenic, open and wooded area. Each and every other activity or construction that might endanger the natural, scenic, open and wooded state of the Protected Property is forbidden, unless mutually agreed upon by the GRANTOR and GRANTEE. Without limiting the generality of the foregoing, it is Grantor's intent that commercial, industrial, or residential use be prohibited within the Easement Area.
2. There shall be no activities or uses detrimental to water quality within the Easement Area and no alteration or manipulation of the natural water courses, streams, slopes, wetlands, or other water bodies by draining, filling, dredging, diking or otherwise except in accordance with generally accepted conservation procedures designed to enhance wetland and water course attributes and except as may be necessary to prevent or halt soil erosion, soil slippage, and damage from erosion.
3. No roads, buildings or other structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed within the Easement Area except as herein described. No fences shall be hereafter erected within the Easement Area.
4. There shall be no dumping of soil, trash, ashes, garbage, waste, or other unsightly or offensive material, nor any placement of underground storage tanks, on or in the Easement Area, and no changing of its topography through the placing of soil or other substance or material such as land fill or dredging spoils.
5. There shall be no fillings, excavations, dredging, mining, drilling, removal of soil, clay, sand, gravel, rock, minerals or other inorganic and natural organic materials or other changes in the general topography, of the on-surface or subsurface of the Easement Area in any manner except as may be required in the course of any activity permitted herein and in accordance with generally accepted conservation procedures excepting what is necessary for the maintenance of foot trails, and that caused by the forces of nature. Without limiting the foregoing, Grantor shall take all reasonable legal steps to attempt to prohibit drilling for oil or gas or similar substances, and Grantor will take all reasonable legal steps to attempt to avoid the Easement Area from being used as part of any drilling unit for oil and gas production.
6. No power lines, transmission lines, nor communications towers may be erected. Except for those already existing easements, no additional interests in the Easement Area shall be granted for such purposes. It is the intent of this provision to grant to the Grantee such an interest in the Easement Area as is sufficient to prohibit the exercise of the power of eminent domain by public utility companies and any other body or person. The Grantor reserves the right to maintain and

repair existing telephone, electric, sewer, stormwater, water, wells, or other utility lines or mains needed to provide for the needs of the Grantor, Grantor's successors or assigns. The area needed to repair such facilities shall be the minimum necessary to accomplish the task as agreed upon in writing by the Grantor and Grantee. Upon completion, the disturbed area shall be restored at the Grantor's expense to its previous state or as near as practical.

7. There shall be no use or activity that causes or is likely to cause significant soil degradation or erosion or significant pollution of any surface or subsurface. Nor shall there be actions or uses detrimental or adverse to water conservation and quality, and fish, wildlife or habitat preservation on the Easement Area.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Easement Area. Nor shall there be any use of fertilizers, spraying with biocides, introduction of nonnative animals, grazing of domestic animals or disturbance or change in the natural habitat except in accordance with good husbandry practices and enhancement of wildlife habitats. Notwithstanding the foregoing, vegetation on the Property may be managed as may be necessary for:

- A. the control or prevention of imminent hazard, disease or fire and to restore natural habitat areas to promote native vegetation except for the blocking of streams; and;
- B. the removal and clearing of diseased, dying, damaged, destroyed or fallen trees, shrubs, or other vegetation which can be cut and left lying in place except for blocking streams provided however that diseased trees and vegetation which are cut may be removed from the site in order to prevent the spread of the disease;
- C. the elimination and removal of grapevines, poison ivy, invasive species and other toxic and undesirable growth which can be cut and left lying in place except for blocking streams;
- D. environmental study or evaluation and/or wildlife habitat enhancement; and
- E. the maintenance of any utilities or facilities that exist as of the date of the recording of this Permanent Stormwater Easement.

9. There shall be no operation of automobiles, trucks, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, or any recreational motorized vehicles on the Easement Area except for police cars, emergency vehicles, and equipment necessary to accomplish the installation, maintenance or repair activities allowed herein. And excepting activities permitted by existing easements recorded with the Cuyahoga County Recorder.

10. No signs or advertising of any kind or nature shall be located on the Easement Area except for:

- A. Signs stating the name and address of the Protected Property or marking the entrances, directions and boundaries of the Protected Property. Grantee shall have the right to post or clearly mark the boundaries of the Easement Area in compliance with Grantee's policies and post signs which indicate that it is burdened by a Stormwater Easement in favor of Grantee.
- B. Grantee may erect signs on the Property to warn the visitors of hazards (if any), and to notify visitors of prohibited activities.

11. Grantor and Grantee shall have the right to construct and maintain interpretive displays and signage. These are to be installed with minimal impact to the environment and streams and will be in compliance with a Management Plan approved by Grantee.

12. Grantor and Grantee, shall have the right to construct stream and wetland enhancement and/or restoration projects and Water Resource Projects that prevent soil erosion, result in improved stream water quality, and enhance wildlife habitat.

13. The Property shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than one single parcel.

II. Perpetual Restrictions

The restrictions set forth in this Permanent Stormwater Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by Grantee.

The GRANTEE shall, at all times, have the right to access the Easement Area and Facilities and to enter upon the Easement Area to do all things necessary for the activities and purposes set forth herein, including, but not limited to, the use of vehicles, equipment, materials and machinery within the Easement Area and their transportation across the Easement Area for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Easement Area disturbed by reason of or in connection with the activities and purposes herein granted, so that said Real Estate will return to substantially the same condition in which it was found prior to the commencement of such activities and purposes, except that GRANTEE shall not be required to replace any trees within the Easement Area which are damaged at any time, nor shall it be required to replace any landscaping installed within the Easement Area after the initial construction of the said Facilities and subsequently disturbed by GRANTEE in connection with the activities and purposes herein granted to it.

This grant of Permanent Stormwater Easement and Assignment of Development Rights will run with the land and will be binding on and will inure to the benefit of the GRANTOR and GRANTEE, and their respective heirs, successors and assigns and the rights herein granted shall continue in perpetuity.

To have and to hold the land herein before described unto the GRANTEE for the aforesaid uses and purposes.

IN WITNESS WHEREOF, this instrument is executed this 20th day of June, 2022.

VILLAGE OF MAYFIELD

By: Brenda T Bodnar
Brenda T. Bodnar, Mayor

And by: Stephen Schutt
Stephen Schutt, Council President

Signed and acknowledged in the presence of:

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

On this 20th day of June, 2022, before me, a Notary Public in and for said County, personally appeared, the Village of Mayfield by and through Brenda T. Bodnar, its Mayor, and Stephen Schutt, its Council President, the GRANTOR in the foregoing document, who executed this instrument and acknowledged the signing thereof to be their voluntary act and deed.

Witness my official signature and seal on the day last above mentioned.

Diane A. Calta
NOTARY PUBLIC

The legal form of this instrument is approved.

Diane A. Calta
Diane A. Calta, Law Director

DATE _____, 2022

Eric Luckage
Chief Legal Officer
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

And: _____
Darnell Brown
President, Board of Trustees

This instrument prepared by:

Julie A. Blair, Esq.
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115
216-881-6600

Exhibit "A"

LEGAL DESCRIPTION

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being Sublot No. 25 in Worton Park Subdivision of part of Original Mayfield Township Lot No. 2, Tract No. 2, as shown by the recorded plat in Volume 151 of Maps, Page 11 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

EXHIBIT A