

**AN EMERGENCY ORDINANCE  
AUTHORIZING AND DIRECTING THE MAYOR AND  
PRESIDENT OF COUNCIL TO ENTER INTO  
A SHED EASEMENT WITH 718 SOM CENTER, LLC**

WHEREAS, the Village determined that a shed utilized by 718 SOM Center, LLC is encroaching onto property owned by Mayfield Village; and

WHEREAS, the Village has determined that the encroaching shed can remain until the removal, demolition or destruction of the shed; 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 Shed Easement with 718 SOM Center, LLC to govern the rights and responsibilities of Mayfield Village and 718 SOM Center, LLC with regards to the encroaching shed.

**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 enter into the Shed Easement with 718 SOM Center, LLC, 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 those 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 the Village's property rights are protected. 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: May 15, 2023

Second Reading: Suspended, 2023

Third Reading: Suspended, 2023

PASSED: May 15, 2023



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.  
Director of Law

ATTEST: 

MARY E. BETSA, MMC  
Clerk of Council

## SHED EASEMENT

**THIS EASEMENT**, made and entered into as of the date set forth below and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Mayfield Village, Ohio** having a principal place of business at 6622 Wilson Mills Road, Mayfield Village, Ohio, 44143, its successors, and assigns (hereinafter called "Grantor"), does hereby grant, convey, and warrant unto **718 SOM Center, LLC**, an Ohio limited liability corporation, having a principal place of business at 718 SOM Center Road, Mayfield Village, Ohio 44143 (hereinafter called "Grantee"), an easement to maintain and continue the existing encroachment of Grantee's shed on the portion of Grantor's real property described in Exhibit "A" ("Easement Area"), together with the right to make all lawful uses of the encroaching shed. This Easement shall automatically terminate when the encroachment no longer continues to exist for any reason, including but not limited to, the removal, demolition or destruction of the encroaching shed.

Prior instrument reference:

Tax Parcel No.: 831-13-019  
Routing/Map Reference VOL 326 PG  
24  
Deed Reference: Instrument  
#200406101038

This Easement is granted subject to the following terms and conditions:

1. Other Consistent Uses. Grantor reserves the right to use the Easement Area for any purposes not inconsistent with rights granted by this Easement.

2. Indemnification: Restoration of Property. Grantee by its acceptance of this Easement shall indemnify, defend and hold Grantor harmless against any claims, damages, losses or expenses arising as a result of Grantee's exercise of the rights granted by this Easement, but excepting any claims, damages, losses or expenses to the extent caused by the negligent acts or

omissions of Grantor or Grantor's agents, employees or contractors, or others for whom Grantor is responsible.

If any damage to Grantor's property is caused by Grantee's exercise of its rights under this Easement, Grantee, at Grantee's expense, shall promptly restore any disturbed areas as nearly as possible to the condition existing prior to the occurrence of the damage. At the time of the termination of this Easement, the Grantee agrees to remove the shed and restore the Easement Area back to its natural vegetative state.

3. Building Restriction. No additional sheds, nor buildings or other structures shall be constructed in the Easement Area by Grantee, nor shall Grantee cause any excavating or filling to be done which, in the reasonable judgment of Grantor, would impair Grantor's exercise of the rights granted by this Easement.

4. Relocation. Grantee's shed may not be relocated for any reason under the terms of this Easement. If Grantee elects to relocate it shed, this Easement shall automatically terminate.

5. Title. Grantor covenants with Grantee that Grantor is the owner of the Easement Area described above and has full power to convey the rights conveyed by this Easement. Grantor warrants and will defend the same against the claims of all persons, subject, however, to (a) all legal highways, (b) easements, covenants and restrictions of record, (c) real estate taxes and assessments not yet due and payable, if any, and (d) zoning, building and other applicable laws, codes and regulations.

6. Termination. In addition to the provisions above, Grantor has the right to terminate this Easement on a six (6) months written notice, in writing to the Grantee, at any time and for any reason; or if Grantor deems it necessary, in its full discretion, to use the Easement Area for a public purpose, Grantor has the right to terminate earlier with at least a sixty (60) days written notice.

**REST OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Grantor hereby acknowledges, understands and agrees to all the contents, terms, conditions, restrictions, and effects of this instrument and grants this Easement, by executing this document as of the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GRANTOR**

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Title: \_\_\_\_\_

Sign \_\_\_\_\_  
Print \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
  ) SS  
COUNTY OF CUYAHOGA        )

SWORN TO BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared Brenda T. Bodnar, Mayor and Stephen Schutt, President of Council, known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that they are authorized to execute the same on behalf of the Mayfield Village, Ohio and did so as a free act and deed.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

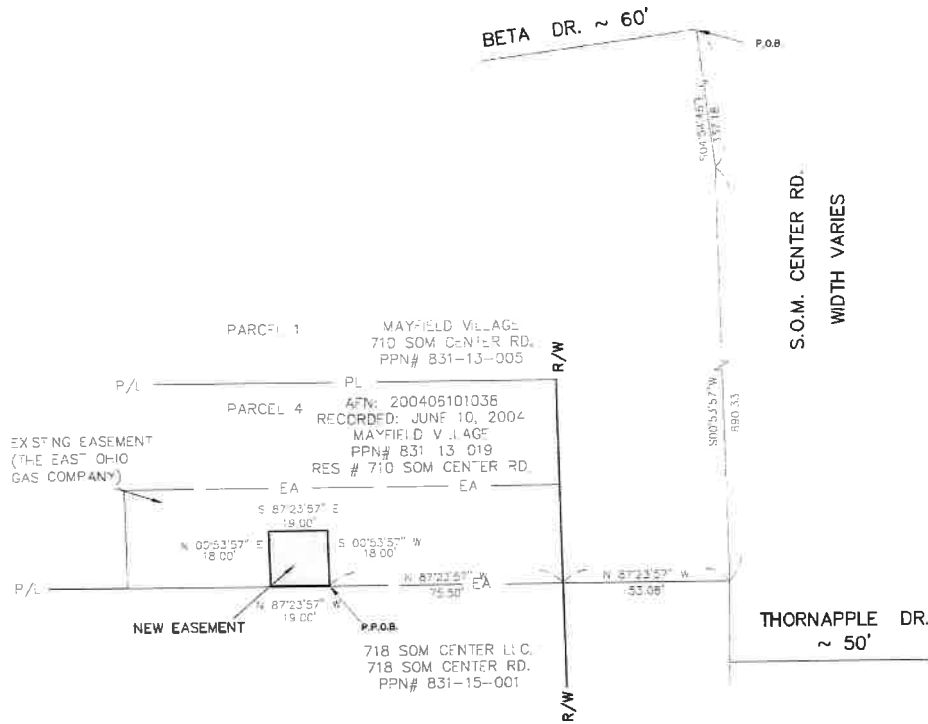
My Commission expires:

\_\_\_\_\_  
Notary Public

This Instrument Prepared By:

Diane A. Calta, Esq.  
Director of Law  
Mayfield Village  
Mansour Gavin LPA  
1001 Lakeside Avenue, Suite 1400  
Cleveland, Ohio 44114  
216.532.1500  
[dcalta@mggmlpa.com](mailto:dcalta@mggmlpa.com)

EXHIBIT A  
MAYFIELD VILLAGE, OHIO  
710 SOM CENTER RD  
SHED EASEMENT FOR SMOKIN' Q'S



SITUATED IN THE VILLAGE OF MAYFIELD, COUNTY OF CUYAHOGA AND STATE OF OHIO AND KNOWN AS BEING A PART OF PARCEL NUMBER 4 AS SHOWN BY THE LOT SPLIT PLAT RECORDED IN VOLUME 332, PAGE 79 OF CUYAHOGA COUNTY MAP RECORDS.

STARTING AT THE INTERSECTION OF THE CENTERLINES OF BETA DRIVE, 60.00 FEET WIDE AND SOM CENTER ROAD, WIDTH VARIES AS APPEARS BY SAID PLAT, THENCE SOUTH 04°54'45" EAST ALONG SAID CENTERLINE OF SOM CENTER ROAD, 337.18 FEET TO AN ANGLE POINT IN SAID CENTERLINE, THENCE SOUTH 00°53'57" WEST ALONG SAID CENTERLINE OF SOM CENTER ROAD, 890.33 FEET, THENCE NORTH 87°23'57" WEST, 53.08 FEET TO A POINT IN THE WESTERLY LINE OF SAID SOM CENTER ROAD AT THE SOUTHEAST CORNER OF LAND CONVEYED TO MAYFIELD VILLAGE IN DEED DATED JUNE 10, 2004 AND RECORDED BY AFN 200406101038 OF CUYAHOGA COUNTY DEED RECORDS, THENCE CONTINUING NORTH 87°23'57" WEST, ALONG THE SOUTH LINE OF SAID LAND CONVEYED TO MAYFIELD VILLAGE, 75.50 FEET TO A POINT, SAID POINT ALSO BEING THE PRINCIPAL PLACE OF BEGINNING OF THE EASEMENT HEREIN INTENDED TO BE DESCRIBED:

THENCE NORTH 87°23'57" WEST, 19.00 FEET;  
THENCE NORTH 00°53'57" EAST, 18.00 FEET;  
THENCE SOUTH 87°23'57" EAST, 19.00 FEET;  
THENCE SOUTH 00°53'57" WEST, 18.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING AND CONTAINING 341.85 SQUARE FEET (0.0078 ACRES) OF LAND AS DESCRIBED ON MAY 1, 2023 BY STEPHEN HOVANCSEK AND ASSOCIATES, INC.



05/05/2023

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MAY 2023	<b>STEPHEN HOVANCSEK &amp; ASSOCIATES</b> CONSULTING ENGINEERS 160 Kent Drive, Richmond Heights, Ohio (216) 531-4255	
JOB NO. 24-130		