

RESOLUTION NO. 2024-14  
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION  
AUTHORIZING MAYFIELD VILLAGE TO ENTER INTO  
A FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT  
WITH 345 MINER ROAD LLC**

WHEREAS, the Village and 345 Miner Road LLC are Parties to a certain Development Agreement dated January 29, 2019, (the “Development Agreement”) for the development of the Montebello Subdivision located in the Village; and

WHEREAS, Highland Land Development Co., LLC now owns the Development Property and is acting as the developer of the Montebello Subdivision; and

WHEREAS, the Parties desire for the Highland Land Development Co., LLC to be subject to the terms and conditions of the Development Agreement.

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 of the Village to enter into a First Amendment to the Development Agreement with 345 Miner Road LLC, a copy of which is attached hereto and incorporated herein as Exhibit “A”, in order to replace 345 Miner Road LLC with Highland Land Development Co., LLC as a party to be and act as the developer under Development Agreement and so that it is subject to its terms and conditions.

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution 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 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 the Development Agreement be amended to reflect the current ownership and developer for the Montebello Subdivision. 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: \_\_\_\_\_, 2024

Second Reading: \_\_\_\_\_, 2024

Third Reading: \_\_\_\_\_, 2024

PASSED: \_\_\_\_\_, 2024

\_\_\_\_\_  
BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
DIANE A. CALTA,  
Director of Law

ATTEST: \_\_\_\_\_  
MARY E. BETSA, MMC  
Clerk of Council

**EXHIBIT A**

**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND ASSIGNMENT**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND ASSIGNMENT (the “Amendment”) is made and entered into this \_\_\_ day of \_\_\_, 2024, by and between MAYFIELD VILLAGE, an Ohio Municipal Corporation (“Village”), 345 MINER ROAD LLC, an Ohio limited liability company (“345 Miner”), and HIGHLAND LAND DEVELOPMENT CO., LLC (“Highland Land”) (the Village, 345 Miner and Highland Land are hereinafter sometimes referred to as “Party” or collectively as “Parties”).

**RECITALS**

WHEREAS, the Village and 345 Miner are Parties to a certain Development Agreement dated January 29, 2019, (the “Development Agreement”) for the development of the Montebello Subdivision located in the Village; and

WHEREAS, Highland Land now owns the Development Property and is acting as the developer of the Montebello Subdivision; and

WHEREAS, the Parties desire for Highland Land to be subject to the terms and conditions of the Development Agreement and 345 Miner desires to assign its right, title and interest in and to the Development Agreement to Highland Land, and Highland Land desires to assume 345 Miner’s obligations and duties under the Development Agreement.

NOW, THEREFORE, that for and in consideration of the foregoing, the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Amendment. The Development Agreement is hereby amended by deleting Section 9(i) in its entirety and replacing it with the following:

“**i. Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and, except as otherwise expressly provided herein, neither this Agreement, nor any of the rights, interests or obligations hereunder shall be assigned by the Developer without the prior written consent of the Village.”

2. Assignment. 345 Miner hereby assigns, sets over and transfers to Highland Land, as of the Effective Date, all of 345 Miner’s right, title and interest as tenant in, to and under the Development Agreement. Highland Land hereby assumes and agrees to perform all of the covenants and obligations of the Developer under and pursuant to the Development Agreement effective as of the Effective Date.

3. Representations. 345 Miner hereby represents and warrants that it no longer has any interest in the Development Property and Highland Land is the owner and developer of the Development Property.

4. Miscellaneous.

(a) This Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same Amendment. Any Party to this Amendment may deliver an executed copy hereof by facsimile or other electronic transmission to the other Party and any such delivery shall have the same force and effect as delivery of a manually signed copy of this Amendment.

(b) The terms and conditions of the Development Agreement shall remain in full force and effect. In the event of any conflict over the terms and conditions hereof and the terms and conditions of the Development Agreement, the conditions hereof shall control. This Amendment shall be binding upon and to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year first above written.

**345 MINER ROAD LLC**, an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MAYFIELD VILLAGE, OHIO**

By: \_\_\_\_\_

Name: Brenda T. Bodnar

Title: Mayor

Date: \_\_\_\_\_

**HIGHLAND LAND DEVELOPMENT CO., LLC**, an Ohio limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Stephen Schutt

Title: Council President

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_

Diane A. Calta, Esq

Director of Law

Mayfield Village, Ohio