

ORDINANCE NO. 2025-21
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL
TO ENTER INTO AN EASEMENT WITH THE EAST OHIO GAS COMPANY
dba ENBRIDGE GAS OHIO FOR THE INSTALLATION OF AN
UNDERGROUND GAS PIPELINE AT 6213 NORTH WOODLANE DRIVE**

WHEREAS, certain homes in the Worton Park neighborhood have recently experienced and continue to experience service disruptions in the winter months; and

WHEREAS, the East Ohio Gas Company has determined it is necessary to correct the service disruptions by installing an additional underground gas pipeline to the distribution system in the Worton Park neighborhood in the Village; and

WHEREAS, specifically in order to facility the construction and installation of the underground gas pipeline, East Ohio Gas Company has determined that a permanent easement is necessary that measures, 30 feet in width and 140 feet in length, along the frontage of 6213 North Woodlane Drive, and known as permanent parcel number 831-34-057, a property that is owned by the Village and used for stormwater purposes; 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 an easement agreement with the East Ohio Gas Company for said purposes.

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

SECTION 1. The Council of Mayfield Village, Ohio hereby authorizes and directs the Mayor and President of Council to enter into a Gas Pipeline Easement with The East Ohio Gas Company dba Enbridge Gas Ohio for the construction and installation of an underground gas pipeline, along the frontage of the Village owned property located at 6213 North Woodlane, upon the terms and conditions more fully set forth in the document attached and incorporated by reference as Exhibit "A." It being noted that the Northeast Ohio Regional Sewer District will also be granting its consent, as to its interest in a conservation easement on the property.

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 will provide necessary improvements to the delivery of utility services, and to correct, as soon as possible, the service disruptions that have been occurring. 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: November 17, 2025

Second Reading: Suspended, 2025

Third Reading: Suspended, 2025

PASSED: November 17, 2025


BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:


DIANE A. CALTA, ESQ.,
Director of Law

ATTEST: 
MARY E. BETSA, MMC
Clerk of Council

GAS PIPELINE 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, VILLAGE OF MAYFIELD, OHIO, having a principal place of business at 6622 Wilson Mills Road, Mayfield, Ohio 44143, its successors, and assigns (hereinafter called "Grantor"), does hereby grant, convey, and warrant unto **The East Ohio Gas Company d/b/a Enbridge Gas Ohio**, an Ohio corporation, having a principal place of business at 1201 East 55th Street, Attention: Land Services, Cleveland, Ohio, 44103, its successors and assigns (hereinafter called "Grantee"), the perpetual right-of-way and easement to lay, construct, maintain, operate, alter, repair, replace or replace parallel to, inspect, conduct necessary tests, connect to, change the size of, abandon in place, and remove underground pipelines, together with such above or below grade meters, valves, tap valves, fittings, cathodic protection equipment, data acquisition and communication lines and devices, pipeline markers, and other appurtenant facilities (collectively the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transmission of natural gas and all by-products thereof, over, under, across, and upon the lands described in this Easement, together with the right to excavate and refill ditches and trenches for the location of such Pipeline Facilities, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the Pipeline Facilities, along with the right of ingress and egress to the Pipeline Facilities at all times, on the following described land owned by Grantor, being the Subject Property.

SUBJECT PROPERTY AND EASEMENT AREA

Situated in the VILLAGE OF MAYFIELD, Lot No. 2, Tract No. 2, County of Cuyahoga, and State of Ohio, and containing 0.61 acres, more or less.

Tax Parcel No.: 831-34-057

Deed Reference: Instrument #202208260435, (the "Subject Property").

The Pipeline Facilities laid pursuant to this Easement will be located within the limits of an easement area of a width deemed necessary by Grantee and further defined and depicted in Exhibit ___ (the "Easement Area"), attached hereto and made a part hereof.

Grantor shall not install, construct, or permit to be installed or constructed, any house, shed, tree, structure, or obstruction of any kind (collectively, the "Obstructions") on or over said Easement Area that will interfere with the construction, maintenance, or operation of the Pipeline Facilities constructed hereunder. Grantee has the right to remove the Obstructions on or over the Easement Area without liability to Grantor.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the Easement Area, Grantor grants Grantee an additional temporary construction easement for the purpose of enabling Grantee to construct, maintain, and repair the Pipeline Facilities more efficiently (the "Temporary Construction Easement").

GRANTEE'S USE AND REPAIR. Grantee shall repair, replace, or compensate Grantor for any harm or damage that Grantee inflicts upon Grantor's existing and permitted improvements within the Easement Area, or improvements outside the Easement Area in the process of Grantee exercising any of its herein declared rights upon the Subject Property. Grantee shall compensate Grantor for any

damages it inflicts upon crops, regardless of whether the crops were damaged by Grantee in or outside of the Easement Area.

MISCELLANEOUS. No implied covenant, agreement, or obligation shall be read into this Easement. Grantor represents and warrants that the individual executing this Easement on behalf of Grantor is a duly authorized representative of Grantor and has the authority to bind Grantor as set forth herein. This Easement shall be interpreted, enforced, and governed under the laws of the State of Ohio.

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 _____, 20__.

GRANTOR

Sign: Brenda Bodnar
Print: Brenda T. Bodnar
Title: Mayor
Company: Mayfield Village

Sign: [Signature]
Print: Stephen Schutt
Title: Council President
Company: Mayfield Village

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 Bodnar as Mayor of (Cuyahoga) 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 _____ was authorized to execute the same on behalf of the company and did so as a free act and deed.

WITNESS my hand and official seal this 17 day of November, 2025

My Commission expires:
11.03.2030

APPROVED AS TO FORM:
Diane A. Calta
Diane A. Calta, Esq.
Director of Law



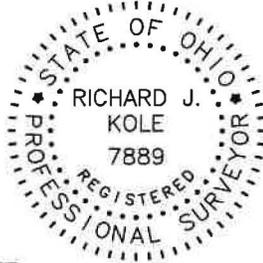
MARY E BETSA
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
11-03-2030

EXHIBIT "A"

Prepared by:



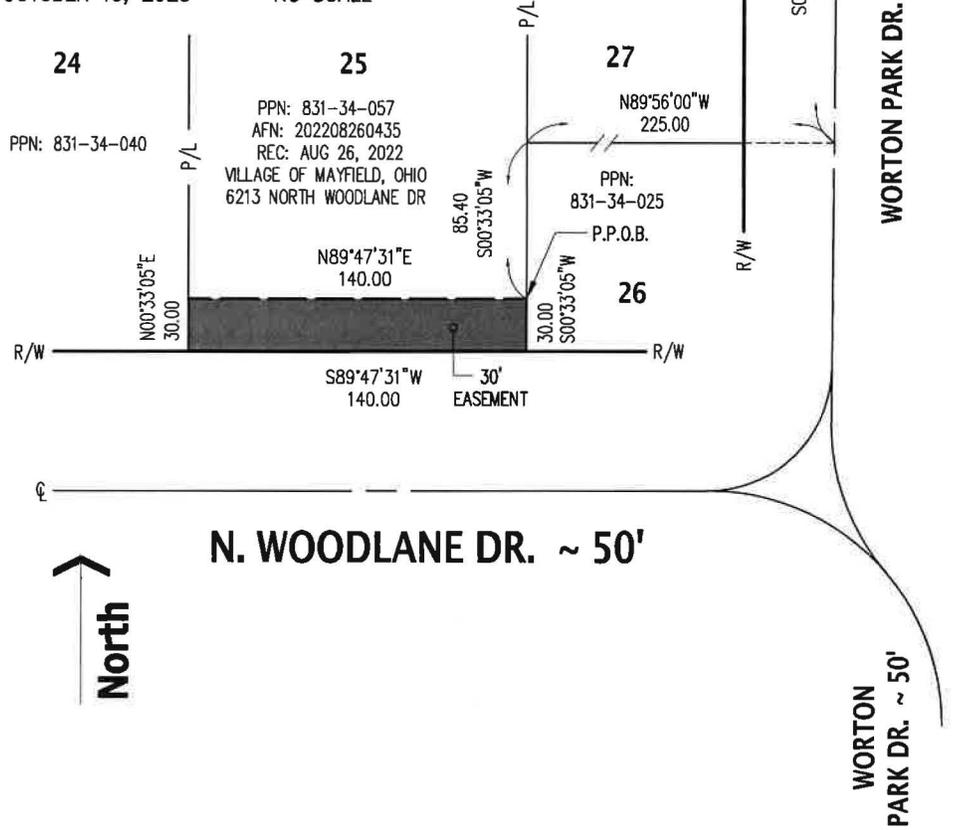
GPS
41.531884
-81.45622



Richard J. Kole

OCTOBER 16, 2025

NO SCALE



Situated in the Village of Mayfield, County of Cuyahoga, State of Ohio and known as being a part of Sublot No. 25 in the Worton Park Subdivision of part of Original Mayfield Township Lot No. 20, Tract No. 2, as shown by the plat recorded in Volume 151 of Maps, Page 11 of Cuyahoga County Records.

Starting at the intersection of the centerlines of Worton Park Drive, 50.00 feet wide, and Wilson Mills Road, 60.00 feet wide, thence South 00°31'35" West along said centerline of Worton Park Drive, 1418.23 feet, thence North 89°56'00" West passing the westerly line of said Worton Park Drive then along the southerly line of Sublot No. 27, 225.00 feet to the southwest corner of said Sublot No. 27 in the easterly line of said Sublot No. 25, thence South 00°33'05" West along said easterly line of Sublot No. 25, 85.40 feet to the Principal Place of Beginning of the easement herein intended to be described;

thence continuing South 00°33'05" West along said easterly line of Sublot No. 25, 30.00 feet to a point in the northerly line of North Woodlane Drive, 50.00 feet wide;

thence South 89°47'31" West along said northerly line of North Woodlane Drive, 140.00 feet to the southwest corner of said Sublot No. 25;

thence North 00°33'05" East along the westerly line of said Sublot No. 25, 30.00 feet;

thence North 89°47'31" East, 140.00 feet to the Principal Place of Beginning and containing 4,199.85 square feet (0.0964 acres) of land as described on October 16, 2025 by R.M. Kole & Assoc., Corp., Professional Land Surveyors.

File No. 25254