

**AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING
THE MAYOR AND PRESIDENT OF COUNCIL TO GRANT A PERMANENT
STORMWATER EASEMENT OVER THE PROPERTY LOCATED AT 1003 AND 1006
WOODLANE DRIVE TO THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

WHEREAS, the Northeast Ohio Regional Sewer District (“NEORS”) acquired the property located at 1003 Woodlane Drive (“Property 1”), and then razed the home located thereon in order to expand the existing floodplain for stormwater management purposes and specifically related to the Worton Park Culvert Replacement Project Phase 2 (“Project”); and

WHEREAS, NEORS will be transferring Property 1 to the Village and desires to have in place a Permanent Stormwater Easement over Property 1 in order to ensure it remains dedicated to this use; and

WHEREAS, Mayfield Village, Ohio (“Village”) acquired the property located at 1006 Woodlane Drive (“Property 2”), and then razed the home located thereon in order to expand the existing floodplain for stormwater management purposes specifically related to the Project; and

WHEREAS, the Village, upon receiving ownership of Property 1, and with its ownership of Property 2, desires to grant a Permanent Stormwater Easement to NEORS on Property 1 and Property 2, and in furtherance of the Project and to ensure Property 1 and Property 2 remain dedicated to this use; 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 Property 1 and Property 2 for stormwater management purposes, and in furtherance of the Project.

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 and the Project proceed as soon as possible and 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: _____, 2026

Second Reading: _____, 2026

Third Reading: _____, 2026

PASSED: _____, 2026

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ., Director of Law

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

EXHIBIT A

**PERMANENT STORMWATER EASEMENT
and
ASSIGNMENT OF DEVELOPMENT RIGHTS
PPN: 831-34-056 & 831-34-083**

KNOW ALL MEN BY THESE PRESENTS: That: the Village of Mayfield, an Ohio municipal corporation, having an address at 6622 Wilson Mills Road, Mayfield Village, OH 44143, hereinafter the "GRANTOR", for and in consideration of the sum of One Dollar (\$1.00), 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 its Bylaws, Article XIV.H.2 authority, hereinafter the "GRANTEE", forever and in perpetuity, a permanent stormwater easement ("Stormwater Easement") for the purposes hereinafter described, in, across, through, upon, over, and under the entire parcels of real estate (the "Easement Areas") known as Parcel Nos. 831-34-056 and 831-34-083, as is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "Real Estate"). GRANTOR claims title to said Real Estate by deed recorded in the Cuyahoga County, Ohio Recorder's office at Instrument Nos. 202501240207 and _____.

The Easement Areas are intended to cover the entirety of the Real Estate.

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. The Stormwater Easement granted herein is subject to all restrictions, conditions, reservations, limitations, covenants, rights of way and easements of record. 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, including, but not limited to, improving stream flow and operation of the regional stormwater system and protecting the 100-year flood plain (herein, collectively, the "Facilities") within the Easement Area. The exercise and nature of the rights granted herein shall be at the sole discretion of the GRANTEE. Notwithstanding anything contained in this instrument to the contrary, GRANTEE shall be responsible for the periodic inspection, repair, maintenance, alteration, modification, relocation, replacement, removal, and all other responsibilities including ensuring any installed man-made objects or created conditions are maintained in a reasonably safe condition given the type of Real Estate and the location of the Real Estate. GRANTEE shall be responsible for removing from the Real Estate and properly disposing of any debris created by any cutting or clearing or maintenance of the Facilities. GRANTEE shall be responsible for the repair and/or replacement any of GRANTOR'S Real Estate which may become damaged or adversely affected as part of GRANTEE'S use of the Easement Areas.

To assure GRANTEE of complete and unfettered use of the Easement Areas for the purposes set forth herein, GRANTOR hereby waives, relinquishes and hereby assigns to GRANTEE all development rights in and to the Easement Areas 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 Areas 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 Easement Areas 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 Areas.

2. There shall be no activities or uses detrimental to water quality within the Easement Areas 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 permanent structures of any kind, camping accommodations, or mobile homes, shall be hereafter erected or placed within the Easement Areas except as herein described. No fences shall be hereafter erected within the Easement Areas.

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 Areas, 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 Areas 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 any 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 Areas 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. No interest in the Easement Areas 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. Notwithstanding anything contained in this instrument to the contrary, GRANTOR reserves, for itself and its successors and assigns, the right to enter upon the Easement Areas, at any time and

from time to time, to construct, maintain, use, operate, inspect, alter, relocate, modify, repair, remove, and/or replace telephone, wireless communications, electric, sewer, stormwater, water, wells, gas and/or other utility lines or mains needed to provide for the needs of the GRANTOR, GRANTOR'S successors or assigns. The Easement Areas needed to repair such facilities shall be the minimum necessary to accomplish the task. Upon completion, the disturbed Easement Areas 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 Areas.

8. There shall be no removal or destruction of native growth, nor the cutting of trees, shrubs, or other vegetation on the Easement Areas. 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 Easement Areas 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, shrubs, and other vegetation which are cut may be removed from the site in order to prevent the spread of the disease and/or to promote public safety;
- C. the elimination and removal of grapevines, poison ivy, invasive species and/or other toxic and undesirable growth which can be cut and left lying in place except for blocking streams; provided, however, that grapevines, poison ivy, invasive species and/or other toxic and undesirable growth which are cut may be removed from the site in order to prevent the spread of the disease and/or to promote public safety;
- D. environmental study or evaluation and/or wildlife habitat enhancement; and
- E. the maintenance of any utilities or any facilities that exist as of the date of the recording of this 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 Areas except for police cars, emergency vehicles, and equipment necessary to accomplish the

installation, maintenance, repair, replacement and/or activities allowed herein, and excepting activities permitted by existing easements recorded with the Cuyahoga County Fiscal Office.

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

- A. Signs stating the name and address of the Real Estate or marking the entrances, directions and boundaries of the Real Estate. Grantee shall have the right, subject to applicable laws, rules, regulations, and ordinances, to post or clearly mark the boundaries of the Easement Areas 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 and GRANTOR may erect signs on the Real Estate to warn the visitors of hazards (if any), and to notify visitors of prohibited activities. All signs shall comply with all applicable laws, rules, regulations, and ordinances.

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 approved by GRANTEE.

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

13. The Real Property shall not be platted or subdivided or otherwise divided, conveyed, or transferred in more than the currently configured two single parcels.

The restrictions set forth in this Stormwater Easement shall be perpetual and shall run with the land for the benefit of, and shall be enforceable by, GRANTEE. Notwithstanding anything contained in this instrument to the contrary, the restrictions contained in this instrument are not intended to and shall not operate to restrict use of the Real Estate as a passive use public park that is used for Passive Park Uses (as defined hereafter). The term "Passive Park Uses" excludes active recreational uses, such as sports fields and courts, golf courses and motor vehicle tracks, but includes uses and management practices which (a) maintain and enhance environmental quality, (b) provide sanctuary for native plants and animals, (c) avoid significant degradation of soils, wildlife, plant habitats and water quality by use of vegetative buffers along streams and wetlands, and (d) limit physical alteration of the Real Estate to creation and maintenance of foot and other trails, pathways, benches for pedestrians, and those activities not otherwise restricted herein.

The GRANTEE shall, at all times, have the right to access the Easement Areas and Facilities and to enter upon the Easement Areas 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 Areas and their transportation across the Easement Areas for the activities and purposes set forth herein. GRANTEE agrees to repair or replace, if necessary, any damages to the surface of the Easement Areas 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 Areas which are damaged at any time.

This grant of 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.

[Signatures and acknowledgment clauses appear on the following pages.]

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2026.

GRANTOR:

Village of Mayfield,
an Ohio municipal corporation

By: _____

By: _____

The legal form of this instrument is approved.

DATE _____, 2026

By: _____

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named Brenda T. Bodnar, as Mayor and Stephen Schutt, as President of Council of the Village of Mayfield, an Ohio municipal corporation, who executed this instrument and acknowledged the signing thereof to be their voluntary act and deed as Mayor and President of Council of the Village of Mayfield.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at _____, Ohio, this _____ day of _____, 2026.

NOTARY PUBLIC

The legal form of this instrument is approved.

DATE April 16, 2026

Eric Luckage
Chief Legal Officer
Northeast Ohio Regional Sewer District

Northeast Ohio Regional Sewer District

By: Kyle Dreyfuss-Wells

Kyle Dreyfuss-Wells
Chief Executive Officer

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, came the Northeast Ohio Regional Sewer District by Kyle Dreyfuss-Wells, its Chief Executive Officer, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed personally and as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal at Cleveland, Ohio, this 16th day of April, 2026.

Katarina K Waag
NOTARY PUBLIC

This instrument prepared by:

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



KATARINA K. WAAG, Attorney At Law
Notary Public, State of Ohio
My Commission has no expiration date
Sec. 147.03 R.C.

EXHIBIT "A"
LEGAL DESCRIPTION

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being Sublot No. 17 in The Worton Park Subdivision of part of Original Mayfield Township Lot No. 20, Tract No. 2, as shown by the recorded Plat in Volume 151 of Maps, Page 11, Cuyahoga County Records, to be the same more or less, but subject to all legal highways.

Parcel No. 831-34-056

Commonly known as 1006 Woodlane Dr., Mayfield Village, Ohio 44143

and

Situated in the Village of Mayfield, County of Cuyahoga, and State of Ohio, and known as being Sublot No. 64 in Worton Park Subdivision of Part of Original Mayfield Township Lot No. 20, Tract No. 2, as shown by the recorded plat in Volume 151 of Maps, Page 11 of Cuyahoga County Records, bounded and described as follows: Beginning on the Easterly side of Woodlane Drive at the Southwesterly comer of said Sublot No. 64; thence Northerly along the Easterly side of said Woodlane Drive, 130 feet to the Northwesterly comer of said Sublot No. 64; thence Easterly along the Northerly line of said Sublot No. 64, 203.46 feet to the Northeasterly comer thereof; thence along an Easterly or rear line of said Sublot No. 64, 65 feet to an inner comer thereof; thence Westerly along the Southerly line of said Sublot No. 64, 20 feet to an inner corner in said Easterly or rear line of Sublot No. 64; thence Southerly along said Easterly or rear line of Sublot 64, 65 feet to the Southeasterly comer thereof; thence Westerly along said Southerly line of said Sublot No. 64, 183.46 feet to the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Parcel No. 831-34-083

Commonly known as 1003 Woodlane Dr., Mayfield Village, Ohio 44143