ORDINANCE NO. 2026-22
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO AN EASEMENT AGREEMENT WITH BRIAN M. CAINE AND MARISA CAINE

WHEREAS, the Village has determined it is necessary to make certain drainage and infrastructure improvements on property owned by Brian M. Caine and Marisa Caine, to facilitate the Worton Park Culvert Replacement Project- Phase 2; and

WHEREAS, in order to allow the Village to make such improvements and perform continued maintenance of such improvements Brian M. Caine and Marisa Caine desire to grant the Village an easement; 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 Brian M. Caine and Marisa Caine for the installation and maintenance of certain drainage and infrastructure improvements.

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 easement agreement with Brian M. Caine and Marisa Caine, 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 certain drainage and infrastructure improvements for the Worton Park Culvert Replacement Project- Phase 2 are completed as soon as possible. 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

DRAINAGE EASEMENT AGREEMENT

THIS DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made as of the ___ day of _____, 2026 (the "Effective Date") by and between BRIAN D. CAINE and MARISA CAINE ("Property Owner") having an address of 6184 North Woodlane Drive, Mayfield Village, Ohio 44143 and MAYFIELD VILLAGE, Ohio, which is an Ohio municipal corporation ("Village") having an address of 6622 Wilson Mills Road, Mayfield, Ohio 44143 (Property Owner and the Village are sometimes collectively referred to as the "Owners" and individually as an "Owner").

RECITALS

A. Owner is the fee owner of certain land located at 6184 North Woodlane Drive, Mayfield Village, Ohio 44143, also known as Permanent Parcel Number 831-34-045; the area is hereinafter referred to as the ("Caine Parcel").

B. The Village is replacing the Woodlane Drive roadway culvert which requires that the existing stream, flowing through the Caine Parcel, be lowered and widened to accommodate this culvert replacement. This stream lowering and widening will also require that the existing driveway bridge, located on the Caine Parcel, be removed and replaced with a new 10'x3' precast concrete box culvert.

C. Owner wishes to grant a perpetual non-exclusive easement to the Village over this area on the Caine Parcel for those improvements to be made and maintained by the Village; the area is more fully described in Exhibit "A" attached hereto and incorporated herein ("Caine Drainage Area").

D. The Village and Property Owner now desire to memorialize their agreements as to the Village's improvements to, use and maintenance of, the Caine Drainage Area.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners hereby agree as follows:

1. Grant of Ingress and Egress and Access to the Caine Drainage Area. Property Owner hereby grants to the Village and its Engineer, for the use and benefit of the Village and the public, a perpetual and non-exclusive easement on, through and across that portion of the Caine Parcel for purposes of ingress and egress to the Caine Drainage Area and a perpetual and exclusive easement on, through and across the Caine Drainage Area for certain improvements to be made to the area and for inspections and maintenance thereafter. Specifically, the Village agrees to maintain the rock lined stream channel to maintain the channel from erosion, but such maintenance shall not include removal of natural vegetation that may occur over time and the maintenance of any lawn area, located in the Caine Drainage Area. Property Owner agrees not to construct or locate on the Caine Parcel or the Caine Drainage Area any structure, obstruction or improvement that would interfere with the Village's ability to construct, repair or maintain the drainage and infrastructure improvement. The Village shall have the right of pedestrian, equipment, vehicular ingress and egress over the Caine Parcel for purposes of obtaining access to the Caine Drainage Area for maintenance purposes.

2. Covenants. Property Owner and the Village agree that the Caine Drainage Area and ingress and egress to the Caine Parcel shall be occupied and used in a careful, safe and proper manner, no nuisance, trade or occupation which is known in insurance as extra or especially hazardous shall be permitted thereon, that no waste shall be committed or permitted upon, or damage done to the Caine Drainage Area. The Owners agree that the Caine Drainage Area shall only be used as a stream and not be used for the purposeful dumping or storage of any lawn, leaf or other materials. In the event of damage to the Caine Drainage Area caused by Property Owner or their invitees, reasonable wear and tear excepted, Property Owner shall pay, within thirty (30) days' written notice from the Village, for the cost to repair any damages.

3. Maintenance Obligations.

    a. Property Owner shall continue to be responsible for the Caine Parcel.

    b. The Village shall be responsible, at its sole cost and expense, to maintain and repair the drainage and infrastructure improvements installed and constructed by the Village in the Caine Drainage Area accruing on or after the Effective Date of this Agreement, subject to the provisions in Paragraph 1 above.

    c. The Village shall be responsible, at its sole cost and expense, for the maintenance, repair and replacement of any and all drainage and other infrastructure improvements on the Village Parcel.

4. Termination. The Village shall have the right to terminate the easements granted in Paragraph 1 upon a sixty (60) days' written notice to Property Owner, in the event that the Caine Drainage Area is no longer needed for the purposes set forth in this Agreement.

5. Default and Remedies. In the event of any default by any Owner under the terms of this Agreement and following thirty (30) days written notice from the non-defaulting Owner to the defaulting Owner specifying such default, the non-defaulting Owner shall be entitled to exercise all remedies available at law or equity, including specific performance. In the event that either Owner exercises its rights under this Paragraph 5, the defaulting Owner shall promptly reimburse the non-defaulting Owner for the costs incurred by the defaulting Owner in the exercise of such rights.

6. Covenants Running with the Land. The provisions of this Agreement, all of the easements, covenants and agreements set forth in this Agreement, are intended to be and shall be construed as covenants running with the land and shall be binding upon and inure to the benefit of the Caine Parcel and the Village Parcel, respectively, as the case may be, and also upon the Property Owner and the Village and their respective successors and assigns. This Agreement may be amended only by a written document in recordable form executed and acknowledged by the fee owners of the Caine Parcel and the Village Parcel.

7. Taxes and Assessments. Property Owner shall continue to pay any and all real estate taxes or assessments, both general and special, to the extent levied against the Caine Parcel including the Caine Drainage Area on or after the Effective Date of this Agreement.

8. Indemnity and Insurance.
a. Property Owner agrees to maintain the lawn located in the Caine Drainage Area and be responsible for any damage, loss or liability for the injury to or death of person and/or loss of damage to property occasioned by, growing out of, or arising or resulting from Property Owner's use of the Caine Drainage Area, Property Owner's default hereunder or from any other act of omission of Property Owner, its agents or employees.

b. The Village agrees, subject to Ohio Revised Code 2744, to be responsible for any damage, loss or liability for the injury to or death of person and/or loss of damage to property occasioned by, growing out of, or arising or resulting from the Village's use of the Caine Drainage Area, the Village's default hereunder or from any other act of omission of the Village, its agents or employees.

9. Mechanic's Liens and Other Liens. If, because of any act or omission (or alleged act or omission), of Property Owner, any mechanic's or other lien, charge, or order for the payment or any other encumbrances shall be filed against the Caine Drainage Area (whether or not such lien, charge, order or encumbrance is valid or enforceable as such) Property Owner shall, at its sole cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after notice to the Property Owner of the filing thereof; and Property Owner shall indemnify, defend and save harmless the Village from and against any and all costs, liabilities, suits, penalties, claims, losses damages, demands and expenses (including attorneys' fees and court costs), resulting from or in any way connected therewith. The obligations of the Property Owner pursuant to this Paragraph shall survive the termination or expiration of this Agreement.

10. Notices. Any notice required or permitted to be given to the Property Owner and/or the Village hereunder shall be sufficiently given if in writing, addressed to the Property Owner and/or the Village, and personally delivered or mailed postage paid by certified mail, return receipt requested, to such address as Property Owner and/or the Village may from time to time designate in writing, or in the absence of designation, to the address set forth above.

11. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

(b) All exhibits to this Agreement are incorporated into this Agreement as if fully rewritten herein.

(c) The easements, covenants and restrictions establish and created by this Agreement shall not merge or be otherwise impaired or affected by reason of the common ownership of all or any portion of the parcels benefitted or burdened by this Agreement.

(d) The Paragraph headings herein are for convenience and reference only and in no way define or limit the scope of the Agreement or in any way affect its provisions.

(e) If any provisions of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) Each party, respectively, hereby represents and warrants that it has the authority to enter into this Agreement and that all necessary actions have been taken to authorize the party to execute this Agreement. Each person signing on behalf of a party individually warrants his authority to do so and individually warrants that the party on whose behalf he is signing has taken all necessary actions to authorize the execution of this Agreement.

(g) The recitals contained in this Agreement are incorporated in this Agreement as if fully rewritten herein.

(h) This Agreement may be executed in two counterparts, each of which shall be considered an original, but such counterparts shall constitute one and the same instrument.

This Agreement is made as of the Effective Date.

BRIAN M. CAINE

By: _____
Name: Brian Caine
Title: owner

MARISA CAINE

By: Marisa Caine
Name: Marisa Caine
Title: Owner

State of Ohio)
) SS:
County of Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared, known to me to be Brian M. Caine and Marisa Caine who executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed. This is an acknowledgment certificate. No oath or affirmation was administered to the signer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Mayfield, Ohio this 20th day of October, 2026.

NOTARIAL SEAL STATE OF OHIO

ALYSSA A FIKARIS
Notary Public, State of Ohio
My Commission Expires:
MARCH 14, 2028

Alyssa A Fikaris
Notary Public

Mayfield Village, Ohio
an Ohio Municipal Corporation

By: _____
Name: _____
Title: _____

By:_____
Name:_____
Title:_____

Approved as to legal form:

_____
Diane A. Calta
Director of Law

State of Ohio)
) SS:
County of Cuyahoga)

BEFORE ME, a Notary Public in and for said County and State, personally appeared, Brenda T. Bodnar and Steve Schutt, known to me to be the Mayor and President of Council of the Mayfield Village, Ohio, an Ohio municipal corporation which executed the foregoing instrument, who acknowledged that they did sign the foregoing instrument for and on behalf of said municipal corporation, being thereunto duly authorized, and that the same is their free act and deed as such officers and the free act and deed of said municipal corporation. This is an acknowledgment certificate. No oath or affirmation was administered to the signer.

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

_____
Notary Public

This Instrument Prepared By:
Diane A. Calta, Esq.
Director of Law

EXHIBIT A

STEPHEN HOVANCSEK & ASSOCIATES, INC.
Consulting Engineers & Planners
TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143
(216) 731-6255 FAX NO: (216) 731-4483

DRAINAGE EASEMENT
BRIAN & MARISA CAINE
6184 NORTH WOODLANE DR.
PP# 831-34-045
(OCTOBER 1, 2026)

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being part of sublot 66, fronting North Woodlane Drive (50 feet) in the Worton Park Subdivision of part of original Mayfield Township Lot No. 20, Tract 2, as shown by the recorded plat in Volume 151 of Maps, page 11 of Cuyahoga County Records, and being further bounded and described as follows:

Beginning at the Northeast corner of aforesaid land conveyed to Brian and Marisa Caine;

Thence South 00°00'13" East, along the Easterly line a distance of 51.67 feet to point;

Thence South 80°52'17" West, a distance of 102.48 feet to a point;

Thence South 0°42'53" East, a distance of 17.64 feet to a point;

Thence South 89°17'07" West, a distance of 19.33 feet to a point;

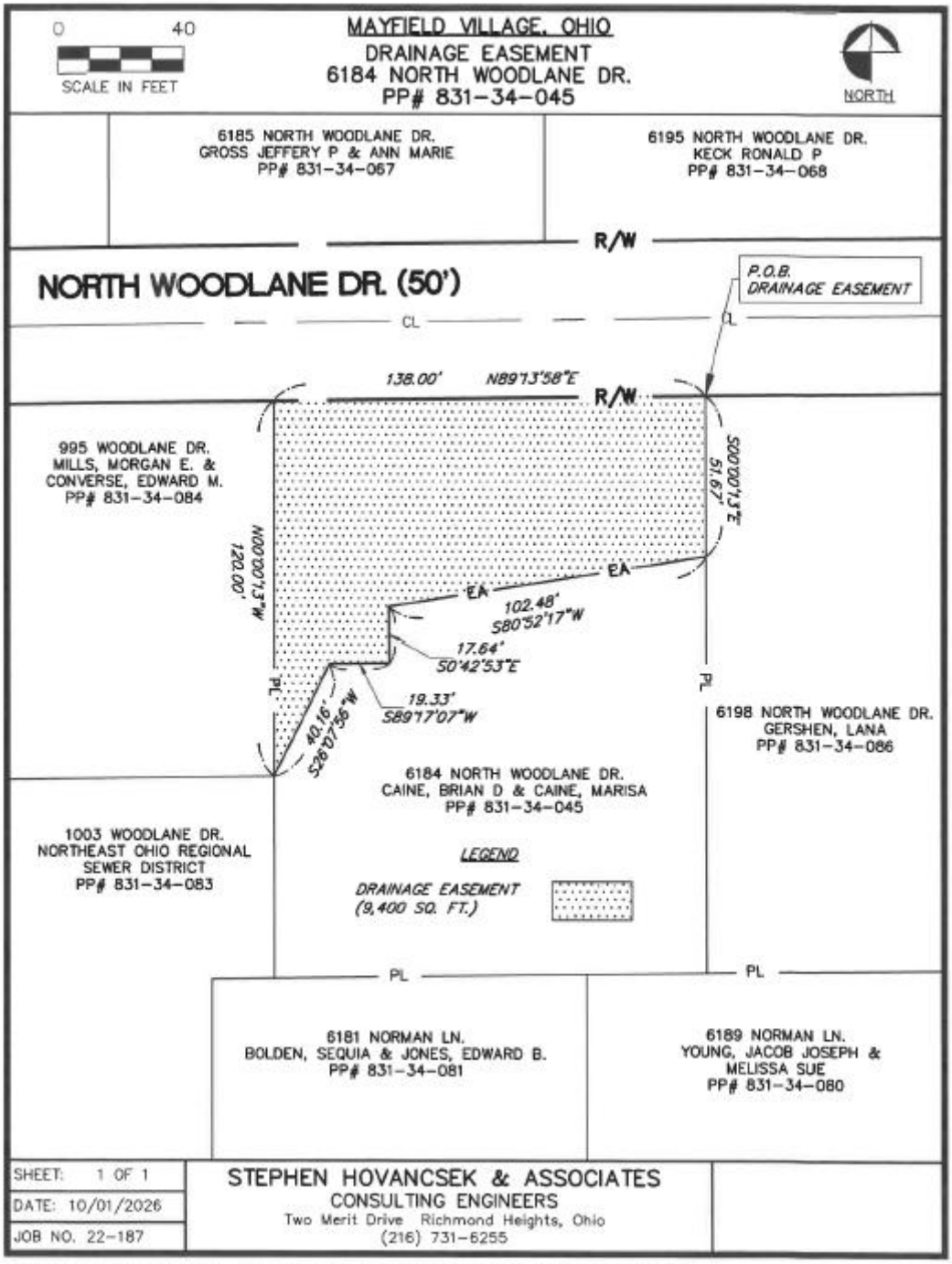
Thence South 26°07'56" West, a distance of 40.16 feet to a point;

Thence North 00°00'13" West, a distance of 120.00 feet to a point;

Thence North 89°13'58" East, along the Southerly ROW line of North Woodlane Dr. (50 feet) a distance of 138.00 feet to the Place of Beginning, containing 0.2158 acres (9,400 square feet) of land, as described by Stephen Hovancsek & Associates, Inc. in October of 2026, under the direction of Thomas Cappello, Registered Surveyor No. 7880, State of Ohio, be the same more or less but subject to all legal highways.

The basis of bearing for this description is Ohio State Plane, North Zone, NAD 83 and used to denote angles only.

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SCALE IN FEET
MAYFIELD VILLAGE, OHIO
DRAINAGE EASEMENT
6184 NORTH WOODLANE DR.
PP# 831-34-045
NORTH
6185 NORTH WOODLANE DR.
GROSS JEFFERY P & ANN MARIE
PP# 831-34-067
6195 NORTH WOODLANE DR.
KECK RONALD P
PP# 831-34-068
R/W
NORTH WOODLANE DR. (50')
P.O.B.
DRAINAGE EASEMENT
CL
138.00'
N89°13'58"E
R/W
995 WOODLANE DR.
MILLS, MORGAN E. &
CONVERSE, EDWARD M.
PP# 831-34-084
S00°01'53"E
51.67'
N00°00'13"W
120.00'
EA
EA
102.48'
S80°52'17"W
17.64'
S0°42'53"E
19.33'
S89°17'07"W
40.16'
S28°07'56"W
PL
PL
6198 NORTH WOODLANE DR.
GERSHEN, LANA
PP# 831-34-086
6184 NORTH WOODLANE DR.
CAINE, BRIAN D & CAINE, MARISA
PP# 831-34-045
1003 WOODLANE DR.
NORTHEAST OHIO REGIONAL
SEWER DISTRICT
PP# 831-34-083
LEGEND
DRAINAGE EASEMENT
(9,400 SQ. FT.)
PL
PL
6181 NORMAN LN.
BOLDEN, SEQUIA & JONES, EDWARD B.
PP# 831-34-081
6189 NORMAN LN.
YOUNG, JACOB JOSEPH &
MELISSA SUE
PP# 831-34-080
SHEET: 1 OF 1
DATE: 10/01/2026
JOB NO. 22-187
STEPHEN HOVANCSEK & ASSOCIATES
CONSULTING ENGINEERS
Two Merit Drive Richmond Heights, Ohio
(216) 731-6255
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