ORDINANCE NO. 2026-24
INTRODUCED BY: Mayor Bodnar

AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER INTO CERTAIN EASEMENT AGREEMENTS WITH BRENDAN DOWNING AND LISAMARIE L. DOWNING

WHEREAS, the Village has determined it is necessary to make certain drainage and infrastructure improvements on property owned by Brendan Downing and Lisamarie L. Downing, 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 Brendan Downing and Lisamarie L. Downing desire to grant the Village certain easements; 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 certain easement agreements with Brendan Downing and Lisamarie L. Downing 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 agreements with Brendan Downing and Lisamarie L. Downing, 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 13TH day of OCTOBER, 2026 (the "Effective Date") by and between BRENDAN DOWNING and LISAMARIE L. DOWNING ("Property Owner") having an address of 6190 South 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 6190 South Woodlane Drive, Mayfield Village, Ohio 44143, also known as Permanent Parcel Number 831-34-064; the area is hereinafter referred to as the ("Downing Parcel").

B. The Village is the fee owner of land adjacent to the Downing Parcel, that is used as public right of way and for drainage and infrastructure improvements; the area is hereinafter referred to as the ("Village Parcel").

C. The Village wishes to make certain drainage and infrastructure improvements on the Village Parcel and on a certain part of the Downing Parcel that is adjacent and upstream from the Village's drainage and infrastructure improvements and Owner wishes to grant a perpetual non-exclusive easement to the Village over this area on the Downing 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 ("Downing Drainage Area").

D. The drainage and infrastructure improvements to be made to the Village Parcel are as follows: The construction of a new 10'x3' precast concrete box culvert with concrete wingwalls along with inlet and outlet erosion protection.

E. The drainage and infrastructure improvement to be made to the Downing Drainage Area are as follows: Portions of the concrete culvert wingwalls and inlet erosion protection.

F. The Village and Property Owner now desire to memorialize their agreements as to the Village's improvements to, use and maintenance of, the Downing 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 Downing 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 Downing Parcel for purposes of ingress and egress to the Downing Drainage Area and a perpetual and exclusive easement on, through and across the Downing 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 Downing Drainage Area. Property Owner agrees not to construct or locate on the Downing Parcel or the Downing 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 Downing Parcel for purposes of obtaining access to the Downing Drainage Area for maintenance purposes.

2. Covenants. Property Owner and the Village agree that the Downing Drainage Area and ingress and egress to the Downing 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 Downing Drainage Area. The Owners agree that the Downing 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 Downing 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 Downing 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 Downing 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 Downing 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 Downing 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 Downing 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 Downing Parcel including the Downing 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 Downing 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 Downing 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 Downing 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 Downing 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.

BRENDAN DOWNING

By: _____
Name: BRENDAN DOWNING
Title: OWNER

LISAMARIE L. DOWNING

By: _____
Name: Lisamarie L. Downing
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 Brendan Downing and Lisamarie L. Downing 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 13th day of October, 2026.

NOTARIAL SEAL STATE OF OHIO

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

_____
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
BRENDAN J & LISAMARIE L DOWNING
6190 SOUTH WOODLANE DR.
PP# 831-34-064
(OCTOBER 6, 2026)

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being part of sublot 8, fronting South 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 Northwest corner of aforesaid land conveyed to Brendan J. and Lisamarie L. Downing;

Thence North 89°13'58" East, along the Southerly ROW line of South Woodlane Dr. (50 feet) a distance of 28.00 feet to point;

Thence South 00°45'16" East, a distance of 7.00 feet to a point;

Thence South 89°13'58" West, a distance of 28.00 feet to a point;

Thence North 00°45'16" West, along the Westerly line a distance of 7.00 feet to the Place of Beginning, containing 0.0045 acres (196 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.

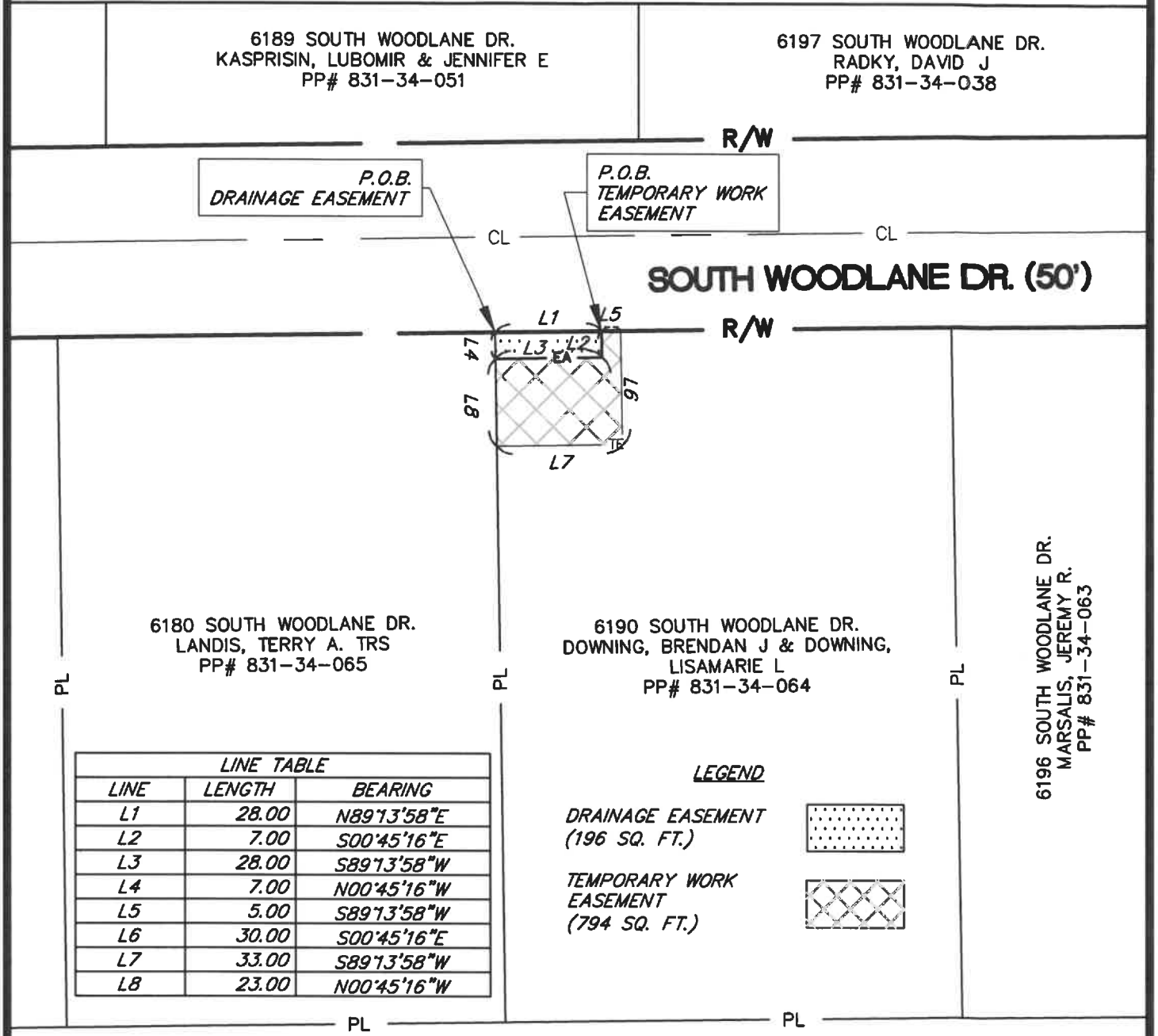
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SCALE IN FEET

MAYFIELD VILLAGE, OHIO

DRAINAGE & TEMPORARY WORK EASEMENTS
6190 SOUTH WOODLANE DR.
PP# 831-34-064

NORTH



LINE TABLE		
LINE	LENGTH	BEARING
L1	28.00	N89°13'58"E
L2	7.00	S00°45'16"E
L3	28.00	S89°13'58"W
L4	7.00	N00°45'16"W
L5	5.00	S89°13'58"W
L6	30.00	S00°45'16"E
L7	33.00	S89°13'58"W
L8	23.00	N00°45'16"W

LEGEND

DRAINAGE EASEMENT (196 SQ. FT.)

TEMPORARY WORK EASEMENT (794 SQ. FT.)

SHEET: 1 OF 1	STEPHEN HOVANCSEK & ASSOCIATES CONSULTING ENGINEERS Two Merit Drive Richmond Heights, Ohio (216) 731-6255	
DATE: 10/12/2026		
JOB NO. 22-187		

G:\2022\22-187 MV WORTON PARK CULVERTS PHASE 2\Easements\22-187-EASEMENTS-Fl.dwg 1/22/2026 9:35:30 AM EST

TEMPORARY EASEMENT

BRENDAN DOWNING AND LISAMARIE L. DOWNING, having an address of 6190 South Woodlane Drive, Mayfield Village, Ohio 44143, ("Grantor"), for use by the VILLAGE OF MAYFIELD, ("Grantee"), does grant to Grantee the temporary easement to exclusively occupy and use for the purpose mentioned below upon and across the property of Grantor, as fully described in Exhibit "A" ("Easement Premises") which exhibit is incorporated herein by reference as if fully rewritten here. The Easement Premises are part of the larger parcel of land owned by Grantor identified as Permanent Parcel No. 831-34-064, Mayfield Village, Ohio.

To have and to hold the temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement granted to Grantee is one (1) year immediately following the date on which the work described above is commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair, or maintenance of stormwater drainage improvements. Once this Easement Premises is no longer needed, the disturbed area shall be restored to original or better condition.

[*signature page to immediately follow*]

IN WITNESS WHEREOF, this instrument is executed this 13TH day of OCTOBER, 2026.

GRANTOR:

BRENDAN DOWNING

LISAMARIE L. DOWNING

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 Brendan Downing and Lisamarie L. Downing 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 13th day of October, 2026.

NOTARIAL SEAL STATE OF OHIO

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

Notary Public

GRANTEE:

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
Mansour Gavin LPA
1001 Lakeside Avenue
Suite 1400
Cleveland, Ohio 44114
dcalta@mggmlpa.com

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

TEMPORARY WORK EASEMENT
BRENDAN J & LISAMARIE L DOWNING
6190 SOUTH WOODLANE DR.
PP# 831-34-064
(October 6, 2026)

Situated in the Village of Mayfield, County of Cuyahoga and State of Ohio: and known as being part of sublot 8, fronting South 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 Northwest corner of aforesaid land conveyed to Brendan J. and Lisamarie L. Downing;

Thence North 89°13'58" East, along the Southerly ROW line of South Woodlane Dr. (50 feet) a distance of 28.00 feet to the Point of Beginning;

Thence continuing North 89°13'58" East, along the Southerly ROW line of South Woodlane Dr. (50 feet) a distance of 5.00 feet to a point;

Thence South 00°45'16" East, a distance of 30.00 feet to a point;

Thence South 89°13'58" West, a distance of 33.00 feet to a point on the Westerly line of said land conveyed to Brendan J. and Lisamarie L. Downing;

Thence North 00°45'16" West, along said Westerly line a distance of 23.00 feet to a point;

Thence North 89°13'58" East, a distance of 28.00 feet to a point;

Thence North 00°45'16" West, a distance of 7.00 feet to the Place of Beginning, containing 0.0182acres (794 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 & TEMPORARY WORK EASEMENTS
6190 SOUTH WOODLANE DR.
PP# 831-34-064

NORTH

6189 SOUTH WOODLANE DR.
KASPRISIN, LUBOMIR & JENNIFER E
PP# 831-34-051

6197 SOUTH WOODLANE DR.
RADKY, DAVID J
PP# 831-34-038

R/W

P.O.B.
DRAINAGE EASEMENT

P.O.B.
TEMPORARY WORK
EASEMENT

CL CL

SOUTH WOODLANE DR. (50')

R/W

L1 L5 L3 L2 L4 97 97 L7 TE

6180 SOUTH WOODLANE DR.
LANDIS, TERRY A. TRS
PP# 831-34-065

6190 SOUTH WOODLANE DR.
DOWNING, BRENDAN J & DOWNING,
LISAMARIE L
PP# 831-34-064

6196 SOUTH WOODLANE DR.
MARSALIS, JEREMY R.
PP# 831-34-063

PL PL PL

PL PL

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.00	N89°13'58"E
L2	7.00	S00°45'16"E
L3	28.00	S89°13'58"W
L4	7.00	N00°45'16"W
L5	5.00	S89°13'58"W
L6	30.00	S00°45'16"E
L7	33.00	S89°13'58"W
L8	23.00	N00°45'16"W

LEGEND

DRAINAGE EASEMENT
(196 SQ. FT.)

TEMPORARY WORK
EASEMENT
(794 SQ. FT.)

SHEET: 1 OF 1
DATE: 10/12/2026
JOB NO. 22-187

STEPHEN HOVANCSEK & ASSOCIATES
CONSULTING ENGINEERS
Two Merit Drive Richmond Heights, Ohio
(216) 731-6255

G:\2022\22-187 MV WORTON PARK CULVERTS PHASE 2\Easements\22-187-EASEMENTS-Fl.dwg 1/22/2026 9:35:30 AM EST