

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 049

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT TO COLUMBIA GAS OF OHIO, INC. IN ORDER TO PLACE THEIR FACILITIES WITHIN A UTILITY EASEMENT LOCATED ON FOLTZ PARKWAY, IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville owns certain real estate located on Foltz Parkway in the City of Strongsville and known as Permanent Parcel Number 394-08-005 (the "Premises"); and

WHEREAS, in conjunction with the City of Strongsville Foltz Parkway Extension Project, Columbia Gas of Ohio, Inc. is requiring the City to enter into an agreement to have their utility located within a 12' Utility Easement; and

WHEREAS, therefore, the City of Strongsville (the "Grantor") wishes to grant and Columbia Gas of Ohio, Inc. (the "Grantee") wishes to accept an easement to construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place gas pipelines and appurtenances (collectively the "Facilities"), in order to place such Facilities within the limits of a permanent easement which is the "12' Utility Easement" described in Exhibit "1" attached hereto and depicted in Exhibit "A" attached to said Exhibit "1" (the "Easement Area"); and

WHEREAS, such Facilities will be utilized by the Grantee for transporting gas with associated products or other substances that can be transported through pipelines.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby authorizes the Mayor to grant an Easement to Columbia Gas of Ohio, Inc., in order to construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place gas pipelines and appurtenances, as more fully set forth in Exhibit "1" attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of the Easement with the Cuyahoga County Fiscal Office after its execution.

Section 3. That the funds for the purposes of recording said document have been appropriated and shall be paid from the General Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the aforesaid easement be granted by the City to Columbia Gas in conjunction with the Foltz Parkway Extension Project. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: May 18, 2026

Second reading: June 1, 2026

Third reading: Suspended

Referred to Planning Commission

May 19, 2026
favorable recommendation by
Approved: Planning Commission
May 28, 2026



President of Council

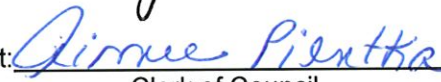
Approved: 

Mayor

Date Passed: June 1, 2026

Date Approved: June 1, 2026

Yea Nay

Attest: 

Clerk of Council

Carbone	☒	_____
Clark	☒	_____
Kaminski	<u>Absent</u>	_____
Kosek	☒	_____
Roff	☒	_____
Short	☒	_____
Zacharyasz	☒	_____

Ord. No. 2026-049 Amended: _____
1st Rdg. 05-18-26 Ref: PC/PLE
2nd Rdg. 06-01-26 Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 06-01-26 Defeated: _____

Land Record No. _____

EASEMENT

This Easement (collectively, this "Easement") is made by and between **THE CITY OF STRONGSVILLE**, with a mailing address of 18688 Royalton Rd Strongsville, OH 44136 (the "Grantor", whether singular or plural) and **COLUMBIA GAS OF OHIO, INC.**, an Ohio corporation, with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215 (the "Grantee").

GRANT. For One and 00/100 U.S. Dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which are acknowledged by Grantor, Grantor grants to Grantee the perpetual rights in, on, over, under, across, and through Grantor's property situated in Part Of Original Strongsville Township Lot Numbers 99 & 100, City Of Strongsville, County Of Cuyahoga, State Of Ohio, parcel 394-08-005 containing 138.434 acres, more or less, and more particularly described in Instrument # 200106290559, as recorded in the Office of Recorder of Deeds, Cuyahoga County, Ohio on 6/29/2001 (the "Premises") to all the following:

- i. construct, operate, maintain, improve, repair, inspect, replace, alter the size, and remove or abandon in place pipelines and appurtenances, including, but not limited to, valves, markers, service lines and connections, lateral lines and connections, and cathodic and other protection(s) for transporting gas with associated products or other substances that can be transported through pipelines (collectively, the "Facilities");
- ii. perform pre-construction and due diligence work;
- iii. access to and from the Easement Area (defined below) by means of existing or future roads and other reasonable routes on the Premises and Grantor's adjoining lands to allow Grantee to exercise all rights under this Easement; and

- iv. exercise all other rights necessary or convenient for the full use and enjoyment of the rights granted in this Easement, including but not limited to, the right from time to time to the following: (a) clear the Easement Area (defined below) of all dwellings, garages, out-buildings, pools, decks, man-made bodies of water, leach beds, septic tanks, unapproved utility installations, or any other obstruction of any kind that, in Grantee's sole discretion, prevent or interfere with Grantee's rights under this Easement; and (b) clear, cut, trim, and remove any and all trees, vegetation, shrubbery, brush, and overhanging branches from the Easement Area (defined below) by various means and methods, including, but not limited to, the use of herbicides approved by the United States Environmental Protection Agency ((a) and (b) together shall collectively be known as "Encroachments").

The Facilities laid pursuant to the terms of this Easement shall be located within the limits of a permanent easement (the "Easement Area") which is the "12' Utility Easement" as described or depicted, or both on the Foltz Parkway Extension & Dedication Plat, attached as Exhibit A,.

Grantor also grants Grantee a Construction Easement that is ten (10) feet on each side of and adjoining the Easement Area, for the purpose of enabling Grantee to initially construct the Facilities and to later relocate, maintain, lay additional, add lateral or service connections, replace, or change the size of the Facilities within the Easement Area, and to conduct all activities permitted hereunder and incident hereto, including restoration or clean-up activities. Grantee's use of the Construction Easement shall be limited to the times when actively engaged in exercising the rights granted under this paragraph.

Grantor may use and enjoy the Easement Area, except to the extent such use and enjoyment interferes with the rights granted to Grantee under this Easement. Grantor shall not construct or permit to be constructed or place any Encroachment on or over the Easement Area that will, in any way, in Grantee's sole discretion, interfere with the use and enjoyment of the rights granted to Grantee in this Easement. Except as may be consented to by Grantee, in writing, which consent shall not be unreasonably withheld, Grantor, along with Grantor's agents, representatives, and independent contractors, shall not change the depth of cover in the Easement Area, conduct grading operations within the Easement Area, permit the dumping of refuse or waste in the Easement Area, operate heavy machinery or equipment in the Easement Area, or engage in any activity within the Easement Area that, in Grantee's sole discretion, creates or could create a safety issue or otherwise interferes with the rights granted to Grantee in this Easement. Grantee understands and acknowledges that this is not an exclusive easement and that other utilities will be sharing this easement area.

Grantee shall restore and remediate any area on the Premises disturbed by Grantee in connection with Grantee exercising its rights under this Easement to as near as practical to the Premises' original condition, except as provided herein. Should Grantor and Grantee disagree regarding whether Grantee is responsible for restoration or remediation hereunder (the "Dispute"), the Dispute shall be submitted to a mutually agreed upon mediator who will mediate the disagreement before any legal action is commenced in any appropriate court having jurisdiction.

Grantor represents and warrants to Grantee that, to the best of Grantor's knowledge the following: (a) no pollutants, contaminants, petroleum, or hazardous substances have been disposed or released on or under the Premises that would cause or threaten to cause an endangerment to human health or the environment or require clean up; (b) no portion of the Premises is legally or contractually restricted as to its use or is subject to special environmental protections that would affect the use of the Easement Area for Grantee's intended use under this Easement; and (c) the Premises, or any portion thereof, is not currently and has not previously been used for commercial or industrial purposes. Grantor further represents that it has informed Grantee, prior to the execution of this Easement, of all pollutants, contaminants, petroleum, hazardous substances, and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Grantee agree that, except to the extent caused by the acts or omissions of Grantee or its representatives and contractors, Grantee shall not be liable for, and is forever released from, any and all claims, damages, losses, judgments, suits, actions, and liabilities, whether arising during, prior to, or subsequent to the term of this Easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the Premises.

Grantor and grantee agree that, except to the extent caused by the acts or omissions of grantee or its representatives and contractors, grantee shall not be liable for, and is forever released from, any and all claims, damages, losses, judgments, suits, actions, and liabilities, whether arising during, prior to, or subsequent to the term of this easement, related to the presence of pollutants, contaminants, petroleum, hazardous substances, or endangerments in, beneath, or along the premises.

Grantor forever releases and discharges Grantee from the following regarding any and all claims arising from executing and granting this Easement to Grantee: (a) any Ohio Constitution, Article I, Section 19 just compensation claims; (b) the fair market value of the Easement; (c) the fair market value of the improvements, if any, to be taken as a result of this Easement; (d) the damages, if any, to the residue of the Premises caused, or alleged to be caused, by appropriation of this Easement; and (e) any other damages, if any, resulting from construction and installation of the Facilities relating to this Easement and the use thereof. This section survives this Easement's release and reversion of any portions of the Easement.

Grantor covenants to the following: (a) to be the true and lawful owner of the Premises; (b) to be lawfully seized of the Premises in fee simple; (c) to have good right and full power to grant this Easement; and (d) that it will not convey or transfer fee simple ownership of the Premises prior to the recording of this Easement in the public land records.

Failure or refusal to exercise any rights in this Easement is not a waiver of any kind and no waiver or release is valid unless executed in writing by the waiving party and properly recorded in the public land records of the Premises title. Both parties having participated fully and equally in the negotiation and preparation of this Easement, this Easement shall not be more strictly construed, nor any ambiguities in this Easement resolved, against either Grantor or Grantee.

The rights, privileges, and terms of this Easement shall be covenants running with the land and extend to and be binding upon Grantor and Grantee and their respective representatives, heirs, successors, and assigns.

[Remainder of page intentionally blank. Grantor's execution next page.]

GRANTOR'S EXECUTION

IN WITNESS WHEREOF, intending to be legally bound, Grantor executed this Easement this 1 day
of June, 2026.

GRANTOR:

THE CITY OF STRONGSVILLE

Thomas P. Perciak
Signature

Thomas P. Perciak
Printed Name

Mayor
Title

STATE OF Ohio)
)
COUNTY OF Cuyahoga) SS.

This is an acknowledgment. No oath or affirmation was administered for this notarial act.

BEFORE ME, a Notary Public in and for said County and State, personally appeared _____

Thomas P. Perciak, Mayor, City of Strongsville, on behalf of
Grantor, who executed the foregoing instrument, who acknowledged that they did sign and seal the instrument,
and that the signing of this instrument is of their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 1st
day of June, 2026.

Nancy M. Sikorski
Notary Public

My commission expires:



NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 03-14-29

Prepared By: rcrlley
COLUMBIA GAS OF OHIO, INC.
WO#: 4100844218



REFERENCES USED



PROJECT NO.
06833

CONSERVATION EASEMENT PLAT
PLAT VOL 365 PG. 48
PRESERVE A/C

PARCEL 394-09-022
FRED & MATT REALTY, LTD.
INSTR.*201212280950
12.913 ACRES

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FOLTZ PARKWAY

**CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL**

MEMORANDUM

TO: Kristi Onofre, Administrator to Boards & Commissions
FROM: Aimee Pientka, Clerk of Council
DATE: May 19, 2026
SUBJECT: Referral from Council: Ordinance Nos. 2026-049 and 2026-050

At its regular meeting of May 18, 2026, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- **Ordinance No. 2026-049** by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT TO COLUMBIA GAS OF OHIO, INC. IN ORDER TO PLACE THEIR FACILITIES WITHIN A UTILITY EASEMENT LOCATED ON FOLTZ PARKWAY, IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PROJECT, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 05-18-26.*
- **Ordinance No. 2026-050** by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT TO THE CITY OF CLEVELAND FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN FOR WATER CIRCULATION PURPOSES ONLY IN THE CITY OF STRONGSVILLE ON FOLTZ PARKWAY, IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PROJECT, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 05-18-26.*

A copy of these ordinances are attached for Planning Commission review.

AKP
Attachments

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Kristi Onofre, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE: May 29, 2026

Please be advised that at its Meeting of May 28, 2026 the Strongsville Planning Commission gave a Favorable Recommendation to the following:

ORDINANCE 2026-049

An Ordinance authorizing the Mayor to grant an easement to Columbia Gas of Ohio, Inc. in order to place their facilities within a utility easement located on Foltz Parkway, in connection with the Foltz Parkway extension project, and declaring an emergency.