

CITY OF STRONGSVILLE, OHIO

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.

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, the City of Cleveland will be installing and maintaining a water main for circulation purposes only; and

WHEREAS, therefore, the City of Strongsville (the "Grantor") wishes to grant and the City of Cleveland (the "Grantee") wishes to accept an easement to enter the Premises to lay, install and maintain therein a water main and appurtenances for circulation purposes only, as more fully set forth in Exhibit "1" attached hereto and described and depicted in Exhibits "A" and "B" attached to said Exhibit "1".

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 a Standard Easement for the Installation and Maintenance of a Water Main for Circulation Purposes Only to the City of Cleveland in order to lay, install and maintain a water main 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 the

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City of Cleveland 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

Attest: 

Clerk of Council

	<u>Yea</u>	<u>Nay</u>
Carbone	☒	_____
Clark	☒	_____
Kaminski	<u>ABSENT</u>	_____
Kosek	☒	_____
Roff	☒	_____
Short	☒	_____
Zacharyasz	☒	_____

Ord. No. 2026-050 Amended: _____
1st Rdg. 05-18-26 Ref: PC/PZE
2nd Rdg. 06-01-26 Ref: _____
3rd Rdg. Suspended Ref: _____

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

STANDARD EASEMENT
FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN
FOR CIRCULATION PURPOSES ONLY

We, CITY OF STRONGSVILLE, the Grantor herein, for valuable consideration received and to be received to our full satisfaction, do hereby grant and convey to the City of Cleveland, political subdivision of the State of Ohio and Grantee herein, the perpetual right-of-way and easement for the purposes hereinafter mentioned in the following described premises (the "Premises"):

"A copy of the legal description is attached hereto as Exhibit A and is incorporated herein as if fully rewritten, and a graphic picture is attached hereto as Exhibit B and incorporated herein."

Grantor and Grantee agree that all references to either part in this instrument shall include that party and the party's heirs, administrators, successors and/or assignees.

In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantees the right and easement to enter upon the premises to lay, install and maintain therein a water main and appurtenances, including service connections and pipes; to set all water meters and make all repairs to water mains, service meters and appurtenances which the Grantee deems to be necessary or advisable from time to time; to turn off water to any service connection or water main; or to do any other thing which the Grantee deems to be necessary or advisable in order to operate or maintain said mains, meters, connections, pipes and appurtenances in accordance with the ordinances, rules and regulation of the Grantee which are now in effect or may be adopted hereafter.

In consideration of acceptance of the easement by the Grantee, the Grantor agrees to pay the entire cost of installing a water main and appurtenances upon the premises, which main shall be located not less than nine (9) feet from either lateral limit of the premises. The water main and appurtenances, including valves and hydrants, shall upon completion, and approval by the Grantee, become and remain the property of the Grantor City of Strongsville and shall be a distribution water main of said Grantee within the purview and subject to the terms of any Water Service Agreement between said Grantor and Grantee, the City of Cleveland, now or hereafter in effect.

The Grantor hereby restricts the premises against the construction thereon of any temporary or permanent structures, except that Grantor may install or cause to be installed sidewalks or pavements, or tunnels, railroad switch tracks, sewers, ducts, pipes or pole lines which cross over or under the premises at an angle of not less than forty-five (45) degrees with the center line of the water main, or which clear the water main by not less than one and one-half (1 - ½) feet above or one and one-half (1 - ½) feet below.

The Grantor agrees to keep the premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of water mains and appurtenances. Grantor further agrees to make no alterations to the premises which would increase the depth of the water main to more than six (6) feet or reduce its depth to less than five (5) feet.

If the Grantor desires to alter the premises in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall at its own expense relocate or reconstruct all or any portion of the water main and appurtenances which are affected by such alteration and, where necessary, grant a new easement of not less than thirty (30) feet in width under the same terms and conditions as herein provided. The relocated or reconstructed water main and appurtenances shall, upon completion, and approval by the Grantee, become the property of the Grantor City of Strongsville.

If the Grantor violates any of the provisions of this easement, the Grantee, either jointly or separately and at the expense of the Grantor, may enter upon the premises and discontinue water service or make such alterations as are necessary to bring the premises into compliance with the provisions of this easement.

Whenever maintenance or work of any kind is performed on the premises under the terms of this easement, the Grantee, jointly and separately, shall bear no responsibility for restoration of the premises or their environs to their original topographical condition.

The Grantor indemnifies and holds harmless the Grantee from any and all damage, injury or loss to any person or property caused by, related to or resulting from any leaks in the water main or appurtenances or the maintenance, construction, reconstruction or relocation of said main or appurtenances, other than damage, injury or loss caused by, related to or resulting from the sole negligence of the Grantee. The Grantor further indemnifies and holds harmless the Grantee from any and all expense incurred and damage to the water main and appurtenances caused by, related to or resulting from the Grantor's construction or maintenance of any paving, walks, switch tracks, tunnels, sewers, ducts, pipes or pole line within or upon the premises or from any other use of the premises by the Grantor.

The Grantor hereby reserves the right to use the premises for the passage or transportation of personnel, materials or equipment, and to make such other use of the premises as is not expressly prohibited by or inconsistent with the terms of this easement.

The Grantor further agrees that since the water main to be installed on the premises is for circulation purposes only, no service connections or hydrants shall be connected to it at any time, and that divisional valves of the same size as the water main shall be installed at each longitudinal end of the premises.

The Grantor and the Grantee mutually agree that neither the recording of this instrument nor its acceptance by the Grantee shall be construed as a dedication of the premises or an agreement by the Grantee to accept the premises for dedication for public use as a street.

The Grantor covenants with the Grantee that it is well seized of the premises as a good and indefeasible estate in fee simple and has the right to grant and convey the premises in the manner and form above written. The Grantor further covenants that it will warrant and defend the premises with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD the above granted easement, right-of-way, water lines, appurtenances and additions installed by the Grantor, for the purposes above mentioned, unto the Grantee forever.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Strongsville, Ohio this 1 day of June, 2026.

Signed in the Presence of:

Aimee Pientka

Aimee Pientka
(print or type name)

Nancy M. Sikorski
Nancy M. Sikorski
(print or type name)

GRANTOR:

CITY OF STRONGSVILLE

Thomas P. Perciak

Thomas P. Perciak, Mayor
(print or type name)

This Instrument Prepared By:

Neal M. Jamison, Law Director, City of Strongsville

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named THOMAS P. PERCIAK, Mayor, City of Strongsville, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, personally and as such officer(s) and the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 1st day of June, 2026.

Nancy M. Sikorski
NOTARY



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

The legal form and correctness
of the within instrument is
hereby approved:

Neal M. Jamison
Director of Law, Neal M. Jamison

City of Strongsville
(City, Village, Township, District)

06-01-26
(Date)

Accepted by the Council of CITY OF STRONGSVILLE by
Ordinance No. 2026-050
Passed June 1, 2026.

Aimee Pientka
Clerk or Assistant

06-01-26
Date

The City of Cleveland, by and through its Director of Public Utilities, does hereby accept the within Easement and all the terms and conditions thereof this _____ day of _____, 2026, as authorized by Section 129.20 of the Codified Ordinances of the Cleveland, Ohio, 1976, passed by the Council of the City of Cleveland on June 17, 1991.

Signed in the present of:

CITY OF CLEVELAND

By: _____
Director of Public Utilities

The legal form and correctness
of the within instrument is
hereby approved:

Director of Law

By: _____
Assistant Director of Law

Date: _____

EXHIBIT 'A'

Situated in the State of Ohio, County of Cuyahoga, City of Strongsville, located in the Original Township of Strongsville Lot 100 and being part of a 138.434 acre tract as described in a deed to the City of Strongsville in Instrument Number 200106290559 (All records are on file at the Fiscal Office, Cuyahoga County, Ohio) and being more fully described as follows:

Commencing at Standard Highway Monument '2 ZF-1' at the intersection of Boston Road and Mark's Road, said monument being at the southwesterly corner of Cuyahoga County, a corner common with Lorain County and on the northerly line of Medina County;

Thence North 88° 36' 33" East, following the centerline of Boston Road and the county line between Cuyahoga and Medina, for a distance of 1,930.50 feet to the southeasterly corner of said 138.434-acre tract;

Thence North 00° 28' 09" East, following the easterly line of said 138.434-acre tract, for a distance of 30.02 feet to a five-eighths" iron pin found on the northerly right of way of Boston Road;

Thence South 88° 36' 33" West, following said northerly right of way and passing through said 138.434-acre tract, for a distance of 561.32 feet to the **True Place of beginning** of the parcel herein described;

Thence South 88° 36' 33" West, continuing along said northerly right of way and through said 138.434-acre tract, for a distance of 30.02 feet to a point;

Thence leaving said northerly right of way and continuing through said 138.434-acre tract for the following nine (9) courses and distances;

1. North 00° 31' 14" East, for 330.10 feet to a point;
2. Along the arc of a curve to the left, having a radius of 484.64 feet, a delta of 31° 06' 55", a chord bearing of North 15° 02' 12" West, a chord distance of 259.97 feet, for an arc length of 263.19 feet to a point;
3. Along the arc of a curve to the right, having a radius of 557.36 feet, a delta of 31° 06' 53", a chord bearing of North 15° 02' 12" West, a chord distance of 298.97 feet, for an arc length of 302.68 feet to a point;
4. North 00° 25' 18" East, for 426.95 feet to a point;
5. Along the arc of a curve to the left, having a radius of 87.00 feet, a delta of 20° 36' 50", a chord bearing South 74° 04' 41" East, a chord distance of 31.13 feet, for an arc length of 31.30 feet to a point;
6. South 00° 25' 18" West, for 418.68 feet to a point;
7. Along the arc curve to the left, having a radius of 527.36 feet, a delta of 31° 06' 53", a chord bearing of South 15° 02' 12" East, a chord distance of 282.88 feet, for an arc length of 286.39 feet to a point;

8. Along the arc of a curve to the right, having a radius of 514.64 feet, a delta of $31^{\circ} 06' 55''$, a chord bearing South $15^{\circ} 02' 12''$ East, a chord distance of 276.06 feet, for an arc length of 279.48 feet;
9. South $00^{\circ} 31' 14''$ West, for 329.10 feet to the **True Place of Beginning** and containing 39,520 square feet or 0.907 acres of land, more or less, within Cuyahoga County Auditor Parcel Number 394080005, of which Present Road Occupied is 0.000 acres of land.

The bearings are based on the Ohio State Plane Coordinate System, North Zone, NAD 83 (2011) Epoch 2010. Said bearings originated from a field traverse which is tied to said coordinate system by GPS observations on May 8, 2020, utilizing the Ohio Department of Transportation Real-Time -Network. The centerline of Boston Road having a bearing of North $88^{\circ} 36' 33''$ East and monumented as described hereon is designated the "basis of bearing" for this description.

The above description was prepared under the direction and supervision by Chad S. Snow, Registered Professional Surveyor No. 8559 and is based on an actual survey performed by ms consultants inc. in May 2020.

EXHIBIT B



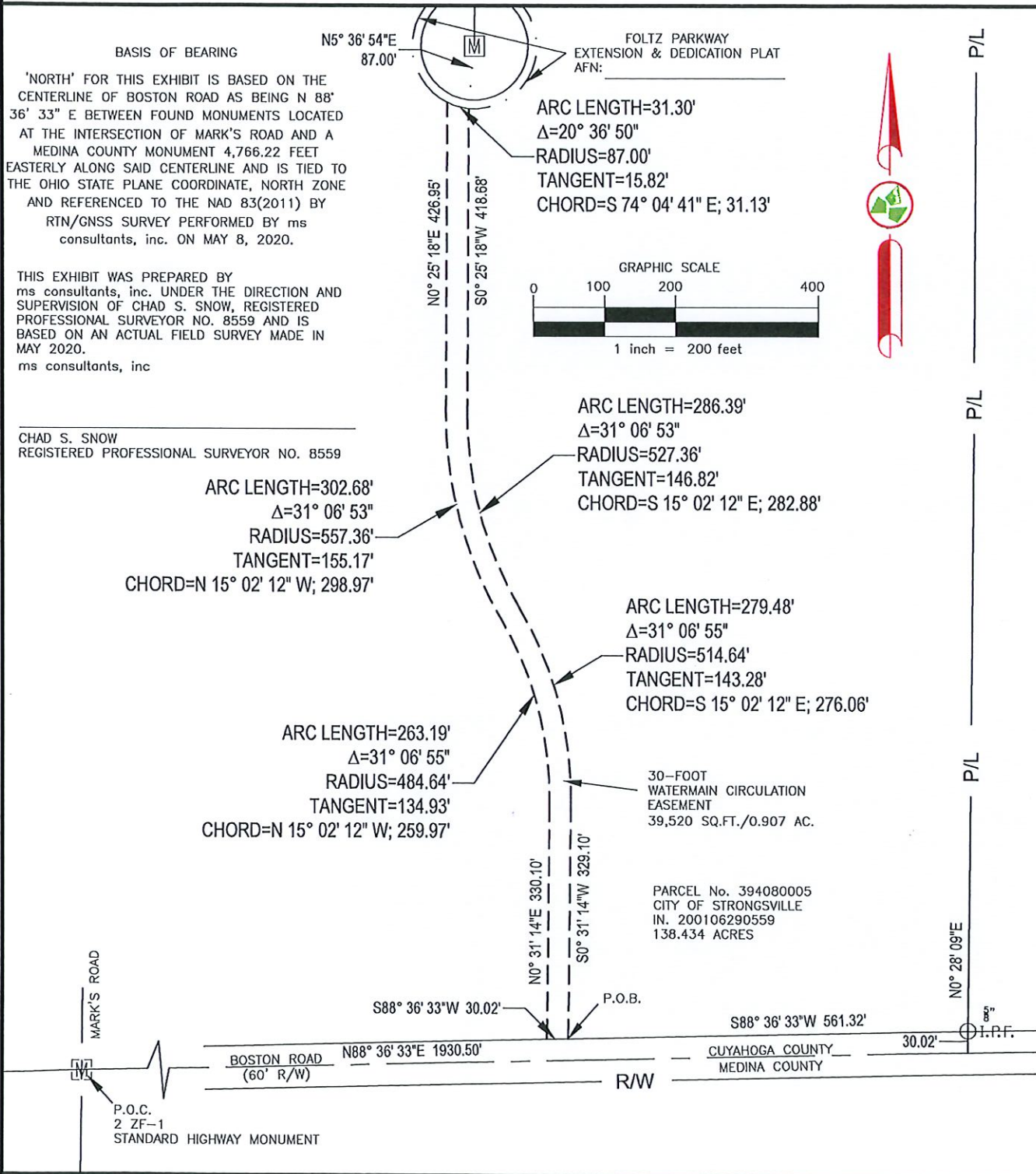
ms consultants, inc.

425 LIBERTY RD, STE. 100 CLEVELAND, OHIO 44113

PHONE (614) 898-7100

30-FOOT WATERMAIN CIRCULATION EASEMENT

SITUATED IN THE STATE OF OHIO, COUNTY OF CUYAHOGA, CITY OF STRONGSVILLE, LOCATED IN THE ORIGINAL STRONGSVILLE TOWNSHIP LOT 100 AND BEING PART OF A 138.434 ACRE TRACT AS DESCRIBED IN A DEED TO THE CITY OF STRONGSVILLE IN INSTRUMENT 200106290559. (ALL RECORDS ON FILE AT THE FISCAL OFFICE, CUYAHOGA COUNTY, OHIO).



**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 2026-050

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.