

CITY OF BEDFORD, OHIO

ORDINANCE NO. 036-26

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH THE JOHN R. MOSGROVE, AND JON C. ANDONIE II, AND/OR THE ESTATE OF PAMELA PIAZZA MOSGROVE FOR THE PURCHASE OF 34 SOUTH PARK STREET (P.P.N. 812-14-037) IN BEDFORD AND DECLARING AN EMERGENCY

WHEREAS, the Administration recommends the purchase of said property in the interest of establishing additional parking for the public to access the commons, and

WHEREAS, the property is a blighted structure and it will be demolished at the city's cost.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bedford, County of Cuyahoga, and the State of Ohio:

Section 1. The Council for the City of Bedford hereby authorizes the City Manager to enter into a purchase agreement for said property for the interest of establishing additional parking for the public to access the commons at a price of **Forty Thousand Dollars and Zero Cents (\$40,000.00)** plus all closing costs or such other terms the City Manager deems appropriate. Further, the City Manager is hereby authorized to execute any and all documents necessary to facilitate the purchase of 34 South Park Street.

Section 2. The Council of the City of Bedford hereby authorizes the Finance Director to appropriate and pay for the purchase of said property pursuant to the terms of the purchase agreements.

Section 3. That the actions of this Council concerning and relating to the passage of this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the public peace, health, safety, welfare, and for the reasons stated above.

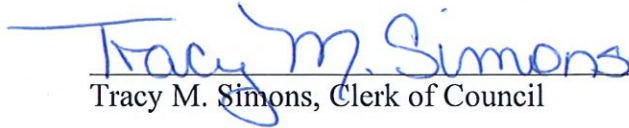
WHEREFORE, this Ordinance shall take effect and be in force from and after the earliest date permitted by law.

CITY OF BEDFORD, OHIO

ORDINANCE NO. 036-26



Stanley C. Koci, Mayor-President of Council



Tracy M. Simons, Clerk of Council

Prepared and approved as to legal content by: _____



John J. Montello, Law Director

PASSED: _____

May 4, 2026

FAILED: _____

PURCHASE AGREEMENT

THIS OFFER TO PURCHASE made at Bedford, Ohio, this ____ day of _____, 2026, by and between John R. Mosgrove, and Jon C. Andonie II, and/or the Estate of Pamela Piazza Mosgrove herein referred to as SELLER, and CITY OF BEDFORD, hereinafter referred to as PURCHASER:

1. Subject to the terms and conditions hereinafter provided, PURCHASER hereby offers to purchase from the SELLER the parcel of real estate, together with any improvements thereon, commonly known as lot PPN 812-14-037 located at 34 South Park in the City of Bedford, Ohio. Specifically, the City is purchasing the property for public use and will demolish the existing structure at the City's expense and agrees to install a plaque and/or benches to memorialize the previous owners and hereinafter referred to as the "Premises".

2. PURCHASER and SELLER agree to the sale of the premises, upon the following terms and conditions:

- a. PURCHASER shall pay \$40,000.00 to SELLER upon closing.
- b. PURCHASER shall be responsible for all related expenses in the transfer of ownership and closing.
- c. PURCHASER shall assume all expenses for said property in regard to the lot.
- d. PURCHASER agrees to install a plaque and/or benches in honor of the previous owners.
- e. This agreement is conditioned on authorization by the Bedford City Council to permit the City Manager to execute the agreement.
- f. The agreement is also conditioned on approval of Cuyahoga County Probate Court, case Number 2025EST300821 or any California probate court if necessary.

3. That PURCHASER has fully inspected the premises, and that they agree to purchase the property in an "as is" condition. SELLER has informed PURCHASER of presence of asbestos and unknown property history from past owners and adjoining properties. The City agrees to accept said properties with the unknown and agrees to assume all liability.

4. The SELLER agrees to convey title in fee simple absolute to the premises to the PURCHASER, or his nominee, by a good and sufficient Deed, with general warranty covenants, in the usual and customary manner for conveying to the PURCHASER, or his nominee, the premises, free and clear from

all liens and encumbrances, except taxes and assessments, both general and special, not yet required to be paid, zoning regulations and building use restrictions, if any, and subject to exceptions, reservations, rights, easements, and covenants of record. Upon notice of defect to title, SELLER shall have thirty (30) days to remove such defect. Failure to do so will result in termination of the agreement.

5. Concurrently with the recording of the Warranty Deed by the escrow agent for the PURCHASER, the SELLER will furnish the PURCHASER, or his nominee, an owner's fee policy to be issued by a title company chosen by PURCHASER, in the amount of \$40,000.00 prepared by said company in its usual and customary form insuring the PURCHASER upon completion of this sale the title required herein, as of the date of recording of the requisite Deed.

6. Taxes, respreads and assessments, both general and special, and all rentals, if any, shall be paid by SELLER as of the date of the filing of the Deed for record; in determining said taxes and assessments, the amount shown on the last available County Treasurer's Tax Duplicate shall be used.

7. All risk of loss due to fire or otherwise shall remain a liability to the SELLER until the Deed has been filed for record. PURCHASER or his nominee, shall have the option of obtaining his own insurance on the subject premises, or shall have the right to be substituted as the insured under any and all of the owners present insurance policies covering the subject premises for fire, theft, damage or other forms of loss or liability, provided that any prepaid premiums therefore shall be prorated as of the date of filing.

8. Upon execution hereof, and when this agreement becomes binding upon the parties as provided herein, it is expressly agreed that this agreement shall serve as escrow instructions, subject, however, to the usual conditions of acceptance of the escrow agent as designated not in conflict with this agreement.

9. The escrow agent shall charge to the SELLER and pay out of the proceeds of the purchase price the following:

- a. Any mortgages, liens or taxes. SELLER represents there are no mortgages or liens, other than taxes due to the best of their knowledge;
- b. SELLER'S attorney fees, if any;

The escrow agent shall charge the PURCHASER:

- a. the escrow fee and transfer taxes;
- b. the cost of all title examinations, the cost of insuring premiums for Owner's Fee Policy of Title Insurance and any cost related to the title work;
- c. the cost of any consolidation;
- d. The cost of the filing for record of the Deed;

e. The cost of any survey required by PURCHASER;

10. It is agreed by the parties that there has been no real estate agent or broker instrumental in procuring the within sale and the parties hereto do hereby covenant and agree to hold each other harmless from the claim of any real estate commission due and payable for efforts on either party's behalf.

11. All documents and funds necessary to the completion of the sale, except as may otherwise be provided herein, shall be delivered to the escrow agent within 45 days of transfer to SELLER or approval of the Probate court if required, which is estimated to take several months.

12. It is mutually agreed that possession of the premises will be given to the PURCHASER on the date of filing of the Warranty deed for record, or at such other date as is mutually agreed in writing between the parties.

13. The parties agree that this document contains the entire agreement between them and that neither party is relying on any agreements or representations not specifically contained herein. Any modifications or agreements made subsequent to the execution of this agreement shall be of no effect unless reduced to writing, dated, and signed by all of the parties.

SIGNED BY:

John R. Mosgrove, Owner

Jon C. Andonie II, Owner

DATED THIS ____ DAY OF _____, 2026.

CITY OF BEDFORD - MICHAEL S. MALLIS

DATED THIS ____ DAY OF _____, 2026.