

**RESOLUTION NO. 2025-72**

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

**A RESOLUTION REFERRING TO THE PLANNING COMMISSION FOR REPORT AND RECOMMENDATION A PROPOSED ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-10-011.**

**WHEREAS**, the Village of Oakwood, and Anthony Moses, individually (hereinafter referred to as “Purchaser”) have reached an agreement in principle, as set forth in Exhibit “1” attached hereto and incorporated herein, for the sale of said Property to Purchaser; and

**WHEREAS**, Charter Sec. 10.02 (C) requires that, prior to passage, any Ordinance providing for the sale of public land be submitted to the Planning Commission for report and recommendation;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** Proposed Ordinance No. 2025- , attached hereto and made a part hereof by reference and marked Exhibit “A”, which provides for the sale to Purchaser of Village land designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 79510-011 be and hereby is referred to the Planning Commission pursuant to Charter Sec. 10.02 (C) for report and recommendation.

**SECTION 2.** The Clerk of Council be and is hereby authorized and directed to refer the attached proposed Resolution No. 2025- to the planning Commission for report and recommendation pursuant to Charter Sec. 10.02 (C) and the Codified Ordinances of the Village.

**SECTION 3.** This Resolution shall take effect from and after the earliest period allowed by law.

PASSED: 10.28.25

Johnnie A. Warren  
Johnnie A. Warren, President of Council

Tanya Joseph  
Tanya Joseph, Clerk of Council

Presented to the

Mayor 10.29.25

Approved: \_\_\_\_\_

Erica L. Nikolic  
Mayor, Erica L. Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2025-72 was duly and regularly passed by this Council at the meeting held on the 28<sup>th</sup> day of October, 2025.

Tanya Joseph  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2025-72 was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

ORDINANCE NO. 2025 –

INTRODUCED BY...

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ANTHONY MOSES, INDIVIDUALLY TO SELL VILLAGE LAND DESIGNATED ON THE RECORDS OF THE CUAHOGA COUNTY FISCAL OFFICER AS PERMANENT PARCEL NO. 795-10-011.**

**WHEREAS**, the Village of Oakwood owns certain real property designated on the records of the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-10-011 depicted on Exhibit “2” attached hereto and incorporated herein; and,

**WHEREAS**, the Village of Oakwood deems it advantageous to sell Permanent Parcel No. 795-10-011 (hereinafter “the Property”) to Anthony Moses, individually (hereinafter “Purchaser”) to be developed and maintained as part of his driveway to his single-family residence property; and,

**WHEREAS**, the Village of Oakwood and Purchaser have reached an agreement in principle, as set forth in Exhibit “1” hereto and incorporated herein, for the sale of the Property to Purchaser;

**NOW THEREFORE, BE IT RESOLVED** by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

**SECTION 1.** The Mayor be and is hereby authorized to enter into the Purchase Agreement with Purchaser, a copy of which is attached hereto and expressly made a part hereof by reference and marked Exhibit “1”.

**SECTION 2.** This Ordinance shall take effect from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

Approved: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Erica L. Nikolic

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2025 - was duly and regularly passed by this Council at the meeting held on the \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

**POSTING CERTIFICATE**

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2025 - was duly posted on the \_\_\_\_ day of \_\_\_\_\_, 2025, and will remain posted in accordance with the Oakwood Village Charter.

\_\_\_\_\_  
Tanya Joseph, Clerk of Council

DATED: \_\_\_\_\_

EXHIBIT "1"

**PURCHASE AGREEMENT**

**THIS AGREEMENT** is made and entered as of the last date of execution specified below, by and between The Village of Oakwood, Ohio hereinafter referred to as SELLER, and Anthony Moses, hereinafter referred to as PURCHASER.

1. SELLER agrees to sell and PURCHASER agrees to purchase the following described real estate with appurtenances, located in the Village of Oakwood, County of Cuyahoga and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. 795-10-011 consisting of approximately .155 acres total (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges and easements in their present condition "as is".

2. PURCHASER agrees to pay for said Property the sum of One Thousand Five Hundred Dollars and 00/100 Dollars (\$1,500.00).

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property, with dower rights, if any, released, free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions that do not materially adversely affect the use or value of the property; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter. The foregoing Deed shall contain the following restrictions 1) the property shall not be used for any purposes other than a single-family

dwelling and 2) once consolidated, the property shall not be split absent the prior written consent of the Village of Oakwood.

4. The closing of the sale and Seller's obligation to deliver title of the Property shall be subject to the following conditions:
  - a. Within ten days of the execution of this Purchase Agreement, Purchaser shall deliver the purchase price to the escrow agent.
  - b. Prior to closing, PURCHASER shall obtain approval for the following: 1) the consolidation of the Property with the parcel designated by the Cuyahoga County Fiscal Officer as Permanent Parcel Nos. 795-10-010 presently owned by PURCHASER.
5. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder at PURCHASER'S cost. Should PURCHASER desire, he may obtain a Fee Policy of Title Insurance, so long as it pays the increased premium for same.
6. All general and special taxes, and all annual maintenance charges, if any, shall be prorated as of the date of filing the deed for record, on the basis of the latest available tax duplicate, provided, however, that the full amount of all installments on any special assessments, whenever payable, shall be prorated and assumed by PURCHASER.
7. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Ohio Real Title, 126 W. Streetsboro Rd., Suite 1, Hudson,

Ohio 44246, on or before **November 1, 2025**, subject to their standard conditions of escrow acceptance. If a defect in title appears, SELLER shall have thirty (30) days after notice to remove said defect.

8. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) amount due to discharge any lien encumbering the property and the cost of recording the cancellation thereof; (b) any amount due PURCHASER by reason of prorations; and (c) the amount of any special assessments payable by SELLER.

SELLER shall also pay directly all utility charges to the date of filing the deed for record. PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; (f) all escrow and other fees associated with the closing; and (g) the premium cost for the Owner's Fee Title Insurance Policy, if desired;

9. SELLER shall deliver possession of the property to PURCHASER upon filing the deed for record.

10. The obligations of SELLER to consummate at the Closing of the transaction herein contemplated are subject to the following conditions:

a. PURCHASER shall have performed all agreements on his part required to be performed under this Agreement and shall not be in default under any of the provisions of this Agreement; and

b. PURCHASER shall have delivered the Purchase Price to the Escrow Agent as set forth in Paragraph 2 hereof.

11. SELLER agrees that PURCHASER shall be permitted access to the

Property at all reasonable times to inspect same.

12. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or anything concerning same other than what is included in this written Purchase Agreement.
13. Neither SELLER nor PURCHASER has retained any broker in connection with this transaction, and each party hereto agrees to defend, indemnify and hold the other harmless against any claim or claims of any broker or any other representative for commission, or finder's fee or expenses alleged by any third parties to be incurred by or on behalf of the indemnifying party.
14. This Agreement shall not be assigned by either party hereto without the express written consent of the other.
15. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
16. Any notices provided for herein to SELLER or PURCHASER shall be in writing and deemed to have been given when mailed, postage paid, by registered or certified mail, return receipt requested, as follows:

**TO SELLER:**

Oakwood Village  
c/o James A. Climer  
Mazanec, Raskin & Ryder Co., LPA  
34305 Solon Rd., Ste. 100  
Cleveland, OH 44139  
jclimer@mrrlaw.com

**TO PURCHASER:**

Anthony S. Moses  
25183 Arbutus Rd.  
Oakwood, Ohio 44146

17. It is understood that this Agreement is subject to the approval of Oakwood Village Council and, after execution by PURCHASER, will not be executed by SELLER until such approval is obtained. Upon execution of this Agreement, it shall become binding upon and accrue to the benefit of SELLER and PURCHASER and their respective heirs, executors, administrators, and assigns.

***IN WITNESS WHEREOF***, the parties hereto have executed this Agreement as of the last date subscribed hereinbelow.

**SELLER**

**VILLAGE OF OAKWOOD, OHIO**

\_\_\_\_\_  
DATE

by: Erica J. Nikolic  
Erica Nikolic, Mayor

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
James A. Climer,  
Law Director  
Village of Oakwood, Ohio

**PURCHASER**

\_\_\_\_\_ DATE Anthony S. Moses

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