

**ORDINANCE NO. 36-25**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NAKOTAI, LLC TO PURCHASE REAL PROPERTY, AT THE SOUTHWEST CORNER OF DETROIT ROAD AND JAYCOX ROAD CONSISTING OF PORTIONS OF PERMANENT PARCEL NOS. 04-00-022-103-025 AND 04-00-022-103-038 TOTALING 0.4875 ACRES AND DEDICATING SAME FOR USE AS A PUBLIC HIGHWAY AND DECLARING AN EMERGENCY**

**WHEREAS**, the City continues to grow and so does its need to acquire additional lands for public road improvements; and

**WHEREAS**, the Mayor seeks authorization from Council to enter into a Purchase Agreement with Nakotai, LLC, an Ohio Limited Liability Company, (Nakotai), for real property, at the southwest corner of Detroit Road and Jaycox Road, consisting of portions of Permanent Parcel Nos. 04-00-022-103-015 and 04-00-022-103-038 totaling 0.4875 Acres; and

**WHEREAS**, Council has had an opportunity to meet with the Mayor and members of the Administration to discuss the purchase of the subject property, including the terms of the transaction as set forth in the proposed Purchase Agreement; and

**WHEREAS**, Council deems it to be in the best interests of the health, safety, and welfare of the community that the City acquire the land being offered for sale at the southwest corner of Detroit Road and Jaycox Road and to dedicate same for public use and authorizes the Mayor to execute a purchase agreement in furtherance of said acquisition.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:**

Section 1 - That the Mayor is hereby authorized to enter into a Purchase Agreement with Nakotai, LLC for real property located at the southwest corner of Detroit Road and Jaycox Road, in the City of Avon, being portions of Permanent Parcel Nos. 04-00-022-103-015 and 04-00-022-103-038 totaling 0.4875 acres and to accept dedication of said land for public use. Said Agreement, in substantially the form set forth in Exhibit A, is attached hereto and incorporated herein by reference.

Section 2 - Council hereby authorizes the payment of funds from the General Fund No. 101 in an amount equal to that set forth in the Purchase Agreement, together with any costs of closing. Payment is to be made pursuant to directives of the Finance Director.

Section 3 - That it is found and determined that all formal actions of the Council of the City of Avon concerning and relating to the adoption of this Ordinance were taken in an open meeting of the Council of the City of Avon and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, or otherwise in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 - That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity for the City to acquire additional land for public use; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: April 21, 2025 DATE SIGNED: April 21, 2025

By: Brian Fischer  
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: April 22, 2025

Bryan K. Jensen  
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior  
John A. Gasior, Law Director

ATTEST:

Barbara Brooks  
Barbara Brooks, Clerk of Council

Posted: April 23, 2025  
Electronically and at City Hall as  
Provided by Council

Prepared By:  
John A. Gasior, Esq.  
Law Director, City of Avon

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 36-25, passed by the Council of said City on April 21, 2025.

IN WITNESS WHEREOF, I have on this 22<sup>nd</sup> day of April 2025, affixed my signature and official seal.

Barbara J. Brooks  
Barbara J. Brooks, Clerk of the Council  
of the City of Avon, Ohio

## PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the 'Agreement') is made at Avon, Ohio, by and between, **NAKOTAI, LLC**, an Ohio Limited Liability Company hereafter referred to as the "Seller" and **THE CITY OF AVON, OHIO**, an Ohio municipal corporation, herein referred to as the "Buyer" (both of whom are being collectively herein referred to as the "Parties"), upon the following terms, provisions and conditions:

### 1. DESCRIPTION OF PROPERTY

Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from Seller at the price and upon all the terms, provisions and conditions herein contained, real property in fee simple for public use located in the vicinity of 35015 Detroit Road and at the southwest corner of Detroit Road and Jaycox Road consisting of portions of existing Permanent Parcels Nos. 04-00-022-103-015 and 04-00-022-103-038 and totaling 0.4875 acres. The sale and purchase shall include all rights, privileges and easements, if any, pertaining to said properties. A legal description and survey map of the real property being acquired is attached hereto, labeled as "Exhibit A" and are incorporated herein by this reference.

### 2. PRICE and TERMS OF PAYMENT

The total purchase price to be paid by the Buyer to the Seller for the property described in Paragraph 1 above shall be the sum of ONE HUNDRED TWENTY-SEVEN THOUSAND, ONE HUNDRED, TWENTY-EIGHT DOLLARS and NO CENTS (\$127,128.00), payable to Network Land Title Agency (a.k.a "Network Title"), as escrow agent for the Parties, prior to or upon the date designated herein for closing.

### **3. CONDITIONS PRECEDENT**

This Agreement and the obligation of the Buyer to complete and close this Agreement are subject to the satisfaction of the following conditions precedent prior to the closing date:

- a) passage of an ordinance by Avon City Council authorizing the purchase of the property described in Paragraph 1 above at the price and upon all of the terms, provisions and conditions set forth in this Agreement.
- b) receipt of a title commitment for the property acceptable to the Buyer. It shall be the Buyer's obligation to order a title commitment.

In the event either of the conditions precedent set forth in (a) and (b) above, are not satisfied prior to the closing date, the Buyer may, upon written notice to the Seller, terminate this Agreement and upon such termination the Parties shall be mutually released from any further obligations of performance under the terms of this Agreement and the escrow agent shall return any earnest money deposited to the Buyer.

### **4. DEPOSIT OF FUNDS AND DOCUMENTS/APPOINTMENT OF ESCROW AGENT**

All funds and documents necessary to complete this transaction shall be deposited into escrow within three (3) days prior to closing with Network Title, 105 Cleveland Street, Ste. 200, Elyria, OH 44035, which shall serve as escrow agent for this transaction. The escrow agent shall serve subject to its standard conditions of acceptance of escrow.

### **5. TITLE EXAMINATION**

The Buyer shall order a title examination of the real property described in paragraph 1 of this Agreement through Network Title. Network Title shall, within 10 days of receipt of the order, prepare and furnish to the Buyer and the Seller its written Title Commitment showing the results of its title examination of the property.

In the event the Buyer objects to any defects appearing in the title commitment as a result of the title examination, the Buyer shall notify the Seller and Network Title of any such objections and the Seller shall have 60 days to cure any defects in title to the satisfaction of the Buyer. In the event the Seller fails or refuses to cure any defects in title objected to by the Buyer, the Buyer may, at its option, either: (a) accept title to the property subject to the defects which will be deemed a waiver of the objections to title made by the Buyer, or (b) terminate this Agreement upon written notice to the Seller, and, upon such termination, the Parties shall be mutually released from any further obligations of performance under this Agreement and the escrow agent shall return any earnest money deposited to the Buyer.

**6. EVIDENCE OF TITLE**

At closing, Seller shall cause to be deposited a Limited Warranty deed into escrow conveying to the Buyer a good and marketable title with limited warranty covenants and subject to zoning ordinances, easements, if any, restrictions and conditions of record and taxes and assessments for the current half of the taxable year and thereafter.

**7. REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to the Buyer as follows:

- a) that it is the fee simple owner of the property described in Exhibit A, that there are no leases affecting the property or tenants in possession of the property;
- b) that they have not received notice of any pending or threatened condemnation proceedings or proposed taking of part of all of the property by any governmental authority;
- c) that, to the best of its knowledge, it has not received notice from any governmental authority that it is in violation of any laws, ordinances, statutes, rules or regulations pertaining to the property or any part thereof,
- d) that it has not been notified of and, to the best of its knowledge, the property does not contain any underground storage tanks, asbestos, environmental

contamination or other environmentally hazardous waste which would require remediation under Federal and/or State laws, and

- e) that, to the best of its knowledge, there are no legal actions or proceedings which would inhibit the delay or closing of this transaction in accordance with the terms and provisions of this Agreement.

#### **8. TITLE INSURANCE**

At closing, Network Title shall issue to the Buyer an Owner's Fee policy of title insurance in the full amount of the purchase price as evidence that the Buyer has received good and marketable title to the property free and clear of all liens and encumbrances whatsoever except zoning ordinances, easements, if any, restrictions and conditions of record and taxes and assessments, both general and special, for the current half of the taxable year and thereafter.

#### **9. CLOSING COSTS**

At closing, the escrow agent shall prorate all real estate taxes and assessments between the Parties as of the date of closing based on the figures appearing on the latest available tax duplicate which shall be reflected on the HUD-1 Settlement Statement to be prepared by the escrow agent. The HUD-1 Settlement Statement shall also reflect a summary of the costs to the Parties for closing this transaction, for which the City shall assume full responsibility.

#### **10. CLOSING DATE**

The closing date shall occur within 72 hours of the time the Buyer notifies the escrow agent that all of the conditions precedent stated above have been satisfied, and, provided that the escrow agent is in receipt of all funds and documents required to close this transaction. In no event shall the closing take place later than June 3, 2025 unless the Closing Date is extended by mutual agreement of the parties. If closing does not occur on or before that date, either party may terminate this agreement. At closing, the escrow agent shall record the limited warranty deed transferring title to the property to the Buyer with the Lorain County Recorder.

**11. DEFAULT**

In the event either party defaults in the performance of its obligations under this Agreement and this transaction fails to close, the non-defaulting party shall have all rights and remedies at law or in equity to proceed against the defaulting party for specific performance of this Agreement and damages resulting from the breach of this Agreement by the defaulting party.

**12. GOVERNING LAW**

This Agreement and all of its terms and provision shall be construed in accordance with and governed by the applicable laws of the State of Ohio.

**13. BINDING EFFECT**

This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns. .

IN WITNESS WHEREOF, the Seller and Buyer have signed this Agreement on the dates and in the presences of the witness set forth below.

In the presence of:

NAKOTAI, an Ohio Limited Liability  
Company

By: Keith D. Zeman  
Keith D. Zeman, Managing Member

Date: 4/16/2025

STATE OF OHIO

)

)SS

ACKNOWLEDGMENT

COUNTY OF LORAIN

)

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of April, 2025, by Keith D. Zeman, Managing Member, of Nakotai, LLC.

John A. Gasior  
JOHN A. GASIOR, Attorney at Law  
Notary Public, State of Ohio  
My Commission  
has no Expiration date  
Section 147.03 R.C.



NOTARY PUBLIC

THE CITY OF AVON

  
BRYAN K. JENSEN, MAYOR

STATE OF OHIO                    )  
                                          )SS   ACKNOWLEDGMENT  
COUNTY OF LORAIN            )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of April, 2025 by Bryan K. Jensen, Mayor of the City of Avon, Ohio.

  
NOTARY PUBLIC

Prepared by:  
John A. Gasior  
36815 Detroit Road  
Avon, Ohio 44011  
(440) 934-7676  
[jgasior@ssgavonlaw.com](mailto:jgasior@ssgavonlaw.com)



BARBARA J BROOKS  
NOTARY PUBLIC  
STATE OF OHIO  
Comm. Expires  
04-22-2027

## ADDENDUM TO PURCHASE AGREEMENT

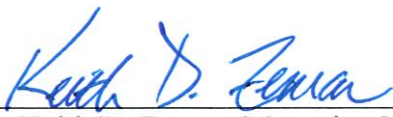
WHEREAS, **NAKOTAI, LLC**, hereafter the “Seller” and **THE CITY OF AVON, OHIO**, an Ohio municipal corporation, herein referred to as the “Buyer” entered into a Real Estate Purchase Agreement on or about April 16, 2025 (both of whom are being collectively herein referred to as the “Parties”).

This ADDENDUM to the **PURCHASE AGREEMENT** (the “Agreement”) is made at Avon, Ohio, by and between, **NAKOTAI, LLC** hereafter the “Seller” and **THE CITY OF AVON, OHIO**, an Ohio municipal corporation, herein referred to as the “Buyer” (both of whom are being collectively herein referred to as the “Parties”).

WHEREAS, the following terms, provisions and conditions are being added to the existing Purchase Agreement under Item No. 14 as follows:

14. Sidewalk Assessment. Parties hereby agree that a five (5') foot concrete sidewalk must be installed along the frontage of the property along Jaycox Road within the City's right of way. Seller agrees to install this sidewalk at its own expense or execute any documents requested by the City to be voluntarily assessed for all costs of installing this sidewalk. Seller also agrees to inform any future Buyer of the potential assessment prior to the closing on the property.

SELLER: NAKOTAI, an Ohio Limited  
Liability Company

  
By: Keith D. Zeman, Managing Member

STATE OF OHIO                    )  
                                          ) SS:  
COUNTY OF LORAIN            )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2025, by the above named, Keith D. Zeman, Managing Member of **Nakotai, LLC** on behalf of the company.



JOHN A. GASIOR, Attorney at Law  
Notary Public, State of Ohio  
My Commission  
has no Expiration date  
Section 147.03 R.C.

John A. Gasior  
Notary Public

BUYER: THE CITY OF AVON

Bryan K. Jensen

BRYAN K. JENSEN, MAYOR

STATE OF OHIO                    )  
                                          ) SS    ACKNOWLEDGMENT  
COUNTY OF LORAIN            )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May, 2025, by Bryan K. Jensen, Mayor of the City of Avon, Ohio.



JOHN A. GASIOR, Attorney at Law  
Notary Public, State of Ohio  
My Commission  
has no Expiration date  
Section 147.03 R.C.

John A. Gasior  
NOTARY PUBLIC

Prepared by:  
John A. Gasior  
36815 Detroit Road  
Avon, Ohio 44011  
(440) 934-7676

**EXHIBIT 'A'**

**LEGAL DESCRIPTION  
OF A  
0.4875 ACRE RIGHT-OF-WAY DEDICATION  
CITY OF AVON  
LORAIN COUNTY, OHIO**

Situated in the City of Avon, County of Lorain, and State of Ohio and known as being a part of Original Avon Township Section 22 and being a **0.4875 acres (21,235 sq.ft.) Right-Of-Way Dedication** from a 1.00 acre (Auditor's) parcel and a 0.702 acre (Auditor's) parcel as conveyed to Nakotai, LLC by deed dated August 13, 2019 as recorded in Document Number 20190725962 (P.P.# 04-00-022-103-015) and (P.P.# 04-00-022-103-038) of the Lorain County Records and further bounded and described as follows;

Beginning at a 3/4 inch iron pin found within a monument box at the centerline intersection of Jaycox Road (Width Varies) and Middleton Drive (Width Varies) and the Place of Beginning of the Premises herein intended to be described;

Thence **South 00 degrees 39 minutes 11 seconds West**, along the centerline of said Jaycox Road, a distance of **1879.20 feet** to the centerline intersection of Detroit Road (aka North Ridge Road, aka S.R. 254)(66' R/W) and said Jaycox Road and the **Principal Place of Beginning** for the premises herein described;

**Course 1:** Thence **South 00 degrees 36 minutes 02 seconds West**, continuing along the centerline of said Jaycox Road, a distance of **255.86 feet** to the northeasterly corner of land as conveyed to James and Laura Buck by deed of record in Document Number 20020871809;

**Course 2:** Thence **North 89 degrees 23 minutes 58 seconds West**, along the northerly line of said Buck's land, and passing a 1½ inch iron pin found at 29.12 feet, a total distance of **40.00 feet** to an iron pin set at the southeasterly corner of a proposed consolidation parcel;

**Course 3:** Thence **North 00 degrees 36 minutes 02 seconds East**, along the easterly line of said consolidation parcel, a distance of **196.12 feet** to an iron pin set at a point of curvature;

**Course 4:** Thence along a curve to the left having an arc length of **36.71 feet**, a delta angle of **70 degrees 06 minutes 07 seconds**, a radius of **30.00 feet**, and whose long chord bears **North 34 degrees 27 minutes 02 seconds**

**West**, a chord distance of **34.46 feet** to an iron pin set at a point of tangency on the northerly line of said consolidation parcel;

Thence along said northerly line of said consolidation parcel the following four courses and distances:

**Course 5:** Thence **North 69 degrees 30 minutes 06 seconds West**, a distance of **56.80 feet** to an iron pin set;

**Course 6:** Thence **North 00 degrees 21 minutes 05 seconds East**, a distance of **6.66 feet** to an iron pin set;

**Course 7:** Thence **North 89 degrees 39 minutes 50 seconds West**, a distance of **18.14 feet** to an iron pin set;

**Course 8:** Thence **North 69 degrees 30 minutes 06 seconds West**, a distance of **116.66 feet** to an iron pin set on the easterly line of land as conveyed to Donald R. Linden by deed of record in Vol. 992, Pg. 144;

**Course 9:** Thence **North 00 degrees 36 minutes 02 seconds East**, along the easterly line of said Linden's land, a distance of **53.17 feet** to a point on the centerline of said Detroit Road, the northeasterly corner of said Linden's land;

**Course 10:** Thence **South 69 degrees 30 minutes 06 seconds East**, along said centerline, a distance of **256.36 feet** to the Principal Place of Beginning and containing **0.4875 acres (21,235 sq.ft.)** of land, more or less.

All iron pins set are 5/8 inch by 30 inch iron pins with a yellow cap bearing "CVE LTD".

**Basis of Bearing** for this legal description is **South 00 degrees 36 minutes 02 seconds West** as the centerline of Jaycox Road (Width Varies) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio State Plane Coordinate System, North, NAD83, by ties to the O.D.O.T. Network.

This legal description was prepared under the supervision of and reviewed by Benjamin A. Stafford, P.S. #8909 from surveys conducted by Chagrin Valley Engineering, Ltd. in April 2025 for Nakotai, LLC.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Benjamin A. Stafford,

\_\_\_\_\_  
P.S. #8909

File: 25174 – Right-Of-Way Dedication – 0.4875 Acres  
04/09/25 (CJS)

# LOT CONSOLIDATION

FOR  
NAKOTAL, LLC  
CITY OF AVON, LORAIN COUNTY, OHIO

Situated in the City of Avon, County of Lorain and State of Ohio  
and known as being part of Original Avon Township Section 22.

**ACCEPTANCE, DEDICATION, & OWNER'S CERTIFICATION**  
BE IT KNOWN THAT THE UNDERSIGNED, NAKOTAL, LLC, AND THEIR SUCCESSORS AND ASSIGNS HEREBY CERTIFY THAT THIS PLAT CORRECTLY REPRESENTS THE DEDICATION PLAT OF DETROIT ROAD RIGHT-OF-WAY AND JAYCOX ROAD RIGHT-OF-WAY, AND DOES HEREBY ACCEPT PLAT OF THE SAME, AND DEDICATE TO PUBLIC USE, AS SHOWN, ALL OF THE MATCHED AREA SHOWN HEREON AND DESIGNATED AS "PROP. R/W DEDICATION".

WE, THE UNDERSIGNED REPRESENTATIVES OF NAKOTAL, LLC, OWNERS OF THE LANDS EMBRACED WITHIN THIS CONSOLIDATION HEREBY ACKNOWLEDGE THIS PLAT TO BE OUR FREE ACT AND DEED AND WE CERTIFY THAT THERE ARE NO DELINQUENT TAXES OR ASSESSMENTS AGAINST THE LANDS EMBRACED WITHIN THIS SUBDIVISION.

BY \_\_\_\_\_ DATE \_\_\_\_\_

BY \_\_\_\_\_ DATE \_\_\_\_\_

COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED \_\_\_\_\_ AND \_\_\_\_\_ THE OWNERS OF THE LAND DEPICTED HEREON, AND THAT THE SAME IS THEIR FREE ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HEREON SET MY HAND AND OFFICIAL SEAL.

AT \_\_\_\_\_, OHIO, THIS DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ COMMISSION EXPIRES \_\_\_\_\_

**APPROVALS**  
THIS DEDICATION PLAT IS ACCEPTED AND APPROVED BY THE COUNCIL PRESIDENT OF THE CITY OF AVON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BRIAN FISCHER, COUNCIL PRESIDENT

THIS DEDICATION PLAT IS ACCEPTED AND APPROVED BY THE PLANNING COMMISSION CHAIRPERSON OF THE CITY OF AVON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

CAROLYN WITHERSPOON, PLANNING COMMISSION CHAIRPERSON

THIS DEDICATION PLAT IS ACCEPTED AND APPROVED BY THE CITY ENGINEER OF THE CITY OF AVON, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RYAN E. CLARKINS, P.E., CITY OF AVON CONSULTING ENGINEER

**BASES OF BEARING FOR THIS PLAT IS SOUTH 07°35'02" WEST AS THE CENTERLINE OF JAYCOX ROAD (60' & 70' FEET WIDE) AS EVIDENCED BY MONUMENTS FOUND AND IS THE SAME AS CALCULATED AND REPRODUCED FROM THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE 3401 BY TIES TO THE O.D.O.T. VRS NETWORK AND ARE USED TO INDICATE ANGLES ONLY.**

**THERE WAS NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.**

**INTENT OF THIS PLAT IS TO CONSOLIDATE A 0.8553 (SURVEYED) ACRE PARCEL AND A 0.7002 (SURVEYED) ACRE PARCEL INTO A PARCEL CONTAINING 1.5554 ACRES. THE INTENT IS ALSO TO DEDICATE 0.4875 ACRES OF THE CONSOLIDATED PARCEL TO THE CITY OF AVON FOR PUBLIC USE.**

**RECORDS USED:**  
DEEDS, PLATS, AND TAX MAPS INCLUSIVE OF THE ENTIRE PROJECT LIMITS  
O.D.O.T. R/W PLANS LOR-254-453 - 1930  
LCAR 20661 - THE FORTHOFER, HERBERT & SMITH SUBDIVISION DATED SEPT. 1985  
LCAR 34651 - PARCEL MAP BY ROBERT E. KLEINER DATED 03/06/1985  
LCAR 41550 - UNIMMUNED LOT SPLIT  
LCAR 50691 - LOT SPLIT SURVEY BY JOSEPH A. BURDOON DATED 12/07/2021  
LCAR VOL. 10, PG. 4 - PEARL E. WALKER SUBDIVISION DATED 05/16/1935  
LCAR VOL. 97, PG. 80-82 - RE-RECORDING OF PHARMER VILLAGE SUBDIVISION NO. 3 DATED 07/06/2012

**SURVEYED ACRES BREAKDOWN**  
0.8552 04-00-022-103-036 (1.00 DEED)  
+ 0.7002 04-00-022-103-105 (0.7002 DEED)  
= 1.5554  
- 0.4875 PROP. R/W DEDICATION  
1.0679 CONSOLIDATED PARCEL

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND SHOWN HEREON, THAT IRON PINS WERE FOUND OR SET AT POINTS INDICATED. ALL DIMENSIONS SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. BEARINGS SHOWN INDICATE ANGLES ONLY. ALL OF WHICH I CERTIFY TO BE CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF.

BENJAMIN A. STAFFORD

P.S. NO. 8909

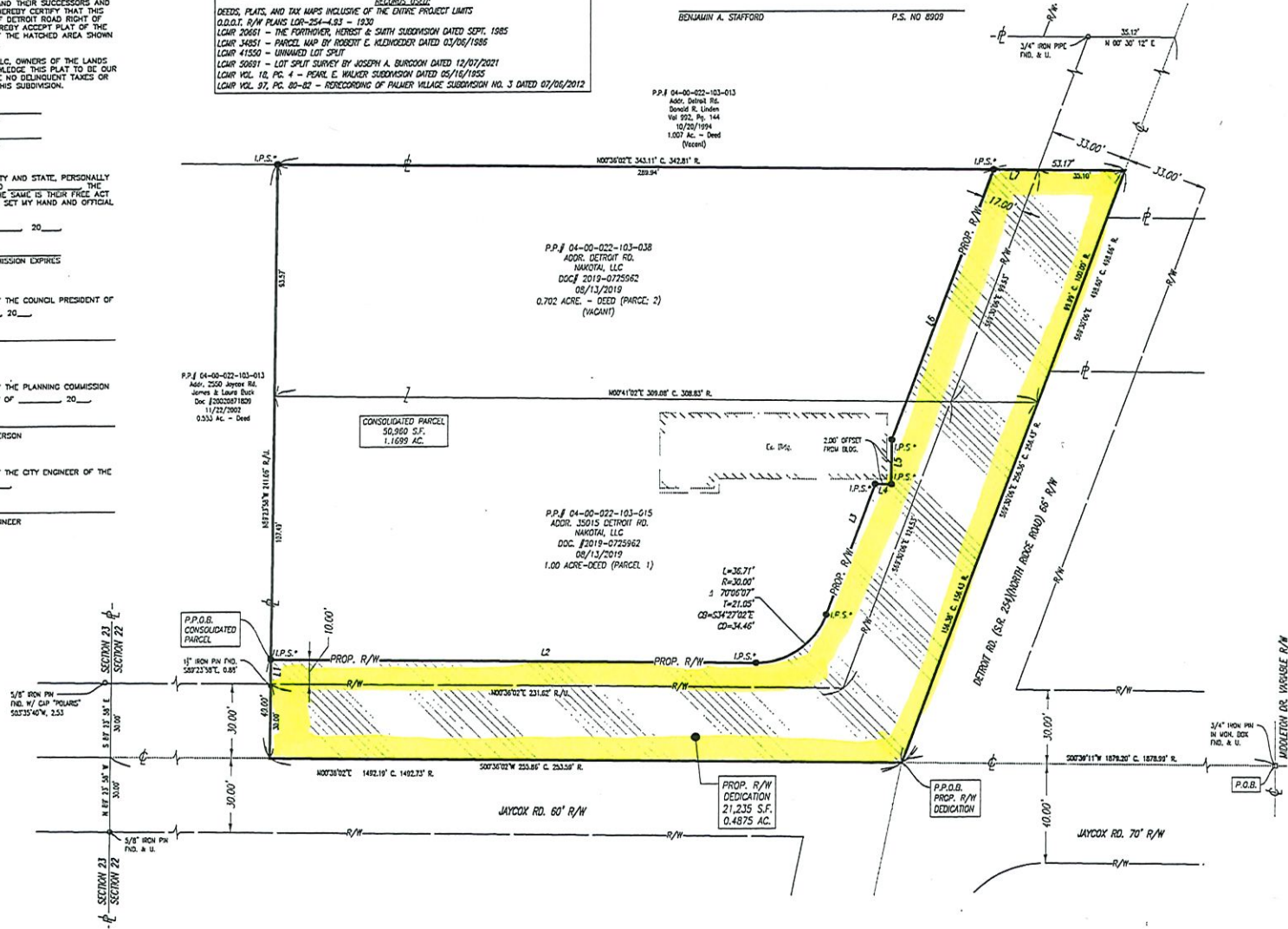
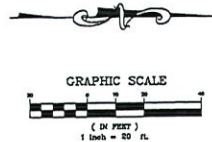
P.P. 04-00-022-103-013  
Addr. Detroit Rd.  
David R. Under  
Vol. 922, Pg. 144  
02/26/1994  
1.007 Ac. - Deed  
(Vacant)

P.P. 04-00-022-103-038  
Addr. Detroit Rd.  
NAKOTAL, LLC  
DOC. #2019-0725962  
06/13/2019  
0.7002 ACRE - DEED (PARCEL 2)  
(VACANT)

P.P. 04-00-022-103-013  
Addr. 2505 Jetter Rd.  
James & Laura Buck  
Doc. #200507180  
1/12/2002  
0.553 Ac. - Deed

P.P. 04-00-022-103-015  
Addr. 35015 DETROIT RD.  
NAKOTAL, LLC  
DOC. #2019-0725962  
06/13/2019  
1.00 ACRE-DEED (PARCEL 1)

**LEGEND**  
C = Centerline U/Alid. = Measured  
P = Property Line U/Alid. = Used  
R/W = Right-of-Way Fnd. = Found  
R/Rec. = Record Vol. = Volume  
C/Calc. = Calculated Pp. = Page  
□ = Existing Iron Pin or Pipe Found as noted  
□ = Indicates Monument Box Found as noted  
+ = CVC Traverse Point - Magnetic Nail Set  
● = I.P.S. = 5/8" x 30" Iron Pin Set  
(N/ Yellow Cap "CVC LTD")



| NO. | LENGTH  | DIRECTION     |
|-----|---------|---------------|
| L1  | 10.00'  | N 07°35'02" W |
| L2  | 196.12' | S 07°35'02" W |
| L3  | 50.80'  | S 07°35'02" W |
| L4  | 6.60'   | S 07°35'02" W |
| L5  | 18.14'  | S 07°35'02" W |
| L6  | 116.68' | S 07°35'02" W |
| L7  | 18.08'  | N 07°35'02" E |

**CHAGRIN VALLEY ENGINEERING, LTD.**  
Engineers, Intelligent Solutions.  
27011 Cleveland Line Rd.  
P.O. Box 1403119  
Cleveland, Ohio 44114-0319  
www.chagrinvale.com

**PLAT OF SURVEY  
LOT CONSOLIDATION  
FOR NAKOTAL, LLC  
2725 JAYCOX ROAD  
CITY OF AVON, LORAIN COUNTY, OHIO**

DESIGNED BY: CVC  
DRAWN BY: CVC  
CHECKED BY: BAS  
DATE: APRIL 2023  
SCALE: 1" = 20'  
PROJECT NUMBER  
**25174**  
Drawing Name  
SHEET: 1  
TOTAL SHEETS: 1