

RESOLUTION NO. RC-6-24
A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT
(Justus Companies HQ)

WHEREAS, the City of Noblesville, Indiana (the “City”) desires to enter into agreements with private entities to encourage investment and foster economic development within the City;

WHEREAS, Justus at Promenade, LLC is a privately held, limited liability company, and Justus Rental Property, Inc., an Indiana corporation, all organized and existing under the laws of the State of Indiana (the “Developer”);

WHEREAS, the Common Council of the City (the “Council”) has been advised by the Mayor, City administration and others of a proposed economic development agreement by and between the City and the Developer, the substantially final form of which agreement is attached hereto as Exhibit A and incorporated herein by reference (the “Project Agreement”);

WHEREAS, pursuant to the Project Agreement, the Developer has proposed to develop to construct a 2-story professional office building that would be their corporate headquarter location located in the City in the Promenade development (the “Project”);

WHEREAS, the Developer intends to make or cause to be made a capital investment of not less than Five Million Dollars (\$5,000,000) in connection with the Project;

WHEREAS, the Developer has advised the City that, without the assistance of the City and the provision of the economic development incentives described in the Project Agreement, the Project will not move forward;

WHEREAS, the Council has reviewed the Project Agreement and considered the information provided to it by the Mayor, City administration and others relating to the proposed Project and therefore finds that the terms of the Project Agreement are consistent with the provisions of Indiana law and plan for development of the City, will serve to foster and encourage economic growth of the City and will be of public benefit to the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF NOBLESVILLE, HAMILTON COUNTY, INDIANA, AS FOLLOWS:

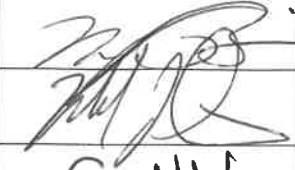


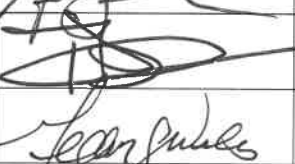
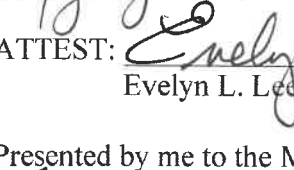
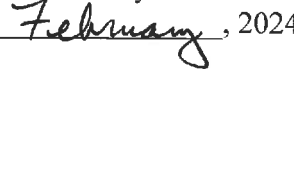
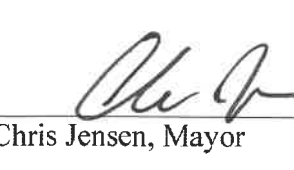
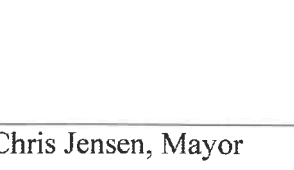
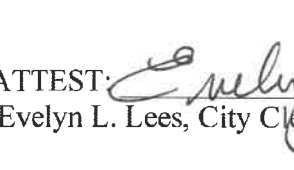
Section 1. The Project Agreement, in substantially final form attached hereto as Exhibit A, is hereby approved and the Mayor of the City is hereby authorized to execute said Project Agreement on behalf of the City. The Mayor of the City is hereby authorized and empowered to approve any such amendments, additions, deletions or changes to the Project Agreement as he deems necessary or advisable, with the advice of counsel, and his approval shall be signified by his execution of the Project Agreement.

Section 2. The Mayor, the Controller and the Clerk of the City, and such other staff members, service providers and firms as they may direct are hereby authorized and directed to take

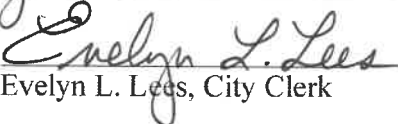
any and all other actions on behalf of the City as may be necessary or appropriate to carry out the purposes of this resolution.

Section 3. This resolution shall be in full force and effect after its passage and execution by the Mayor.

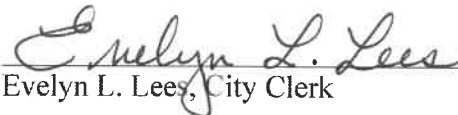
Approved on this 27th day of February, 2024 by the Common Council of the City of Noblesville, Indiana:

AYE		NAY	ABSTAIN
	Mark Boice		
	Michael J. Davis		
	Evan Elliott		
	David M. Johnson		
	Darren Peterson		
	Pete Schwartz		
	Aaron Smith		
	Todd Thurston		
	Megan G. Wiles		

ATTEST:


Evelyn L. Lees, City Clerk

Presented by me to the Mayor of the City of Noblesville, Indiana, this 28th day of February, 2024 at 8:08 A.M.


Evelyn L. Lees, City Clerk

MAYOR'S APPROVAL


Chris Jensen, Mayor

2-28-2024
Date

MAYOR'S VETO

Chris Jensen, Mayor

ATTEST:



Evelyn L. Lees, City Clerk



EXHIBIT A

Project Agreement

**ECONOMIC DEVELOPMENT AGREEMENT BY AND AMONG THE CITY
OF NOBLESVILLE AND THE JUSTUS COMPANIES**

THIS ECONOMIC DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this _____, 2024 by and among the City of Noblesville, Hamilton County, Indiana, an Indiana municipal corporation ("City"), and Justus at Promenade, LLC, an Indiana limited liability company ("LLC"), and Justus Rental Property, Inc., an Indiana corporation ("Corp")(LLC and Corp, collectively, the "Applicant"), and City and Applicant may be referred to herein individually as a "Party" or collectively, as "Parties".

WITNESSETH:

WHEREAS, the Applicant has been a long-time business and developer in Indiana and intends to relocate its corporate headquarters to Little Chicago Road& Promenade of Noblesville Parkway;

WHEREAS, the Applicant will invest not less than approximately Five Million Dollars (\$5,000,000) to construct a two story professional office building with approximately 19,850 square feet and expand its business operations at the Project Location (as defined in Article II);

WHEREAS, as a result of the Project (as defined in Article II), the Applicant will add five (5) new full-time employees ("FTEs") on or before 2035, with an average salary of approximately Seventy-Two Thousand Dollars (\$72,000.00); and

WHEREAS, the City, after due and careful consideration, has concluded that the Project (as defined in Article II) is consistent with the overall vision for commercial development, job creation, competitive wages and specifically finds that it is in the best interest of the City to incent the Applicant and approve the Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I. RECITALS

The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I.

ARTICLE II. MUTUAL ASSISTANCE

The Parties agree, subject to further proceedings required by law, to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications, as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent of this Agreement.

ARTICLE III. DEFINITIONS

Abatement means a ten year (10-year) real property tax abatement on improvements to the Project Location. The deduction schedule is as follows:

Deduction Year

Ten (10) years after the issuance of the first real property tax bill after substantial completion of the Project.

Percentage of Abatement

80% of the real property tax (excluding land) due and payable during the ten-year term.

Effective Date means the date in the first paragraph of this Agreement.

FTEs means full time employees.

Laws means all applicable laws, statutes, and/or ordinances, and any applicable governmental or judicial rules, regulations, guidelines, judgments, orders, and/or decrees, including without limitation the City's Unified Development Ordinance.

Project means the Applicant's commitment to invest not less than Five Million Dollars (\$5,000,000) to construct a new corporate headquarters building with approximately 19,850 square feet to expand and innovate its business operations adding 5 new full-time employees ("FTEs") on or before 2035, with an average salary of approximately Seventy Two Thousand Dollars (\$72,000).

Project Location means the parcel of real property on which the Project is located, as legal described and depicted in Exhibit A.

Project Plans shall mean the site plan and architectural renderings for the Project attached hereto as Exhibit B.

Required Permits means all permits, licenses, approvals, and consents required by the Laws for construction and use of the Project.

Term means the ten (10) year period during which Applicant claims the benefit of the Abatement.

UDO means the City's Unified Development Ordinance.

ARTICLE IV. APPLICANT'S OBLIGATIONS AND COMMITMENTS

In consideration and as a material inducement for the City providing the incentives included in Article V, Applicant, as applicable, shall perform or cause to be performed the following:

A. By or before **December 31, 2025**, invest not less than Five Million Dollars (\$5,000,000.00) in real property improvements to be located at the Project Location.

B. Employ not less than 5 new FTEs at the Project Location site with an average salary of **approximately Seventy-Two Thousand Dollars (\$72,000.00)** over the Term of the Agreement; (the "Employment Commitment") (collectively, the obligations included in this Article IV(A) - (D), the "Applicant Commitment").

C. Applicant acknowledges, as a business within Noblesville, its obligation (and that of its employees) to fully engage with the community and support groups, organizations, initiatives, and institutions that contribute towards the betterment of Noblesville. Such engagement and support may include, but is not limited to, financial contributions, volunteering of time, and/or participating in social, cultural, and civic events within Noblesville. As a part of its annual filing of its CF-1, Applicant shall include an overview outlining what actions the Applicant and its employees have taken to satisfy its obligation. In the event the City determines Applicant has not complied with Applicant's community obligations set forth in this Article IVC, the City shall give written notice to Applicant of its non-compliance and Applicant shall have one full year from the date of receipt of notice to comply with its obligations. After a year, if Applicant is not in compliance, the City shall have the right to suspend the tax abatement until such time as the Applicant is in compliance.

D. Applicant agrees and acknowledges to secure all Required Permits for the Project.

ARTICLE V. ECONOMIC DEVELOPMENT INCENTIVES

In consideration and as a material inducement for Applicant fulfilling the Applicant Commitment, the City shall provide certain incentives as follows:

A. **Abatement.** Pursuant to and consistent with Ind. Code§ 6-1.1-12.1 *et. seq.* (the

"Act"), the City shall cause the Project Location to be designated as an economic revitalization area ("ERA") and shall complete the required procedural steps to grant the Abatement. The Abatement will consist of abating eighty percent (80%) of real property taxes (excluding land) due and payable on the Project Location for a period of ten years beginning in the first year that real property taxes assessed against the Project are due and payable.

B. **Tax Abatement Fee.** As provided by Indiana Code § 6-1.1-12.1-14, the Applicant shall pay to the Hamilton County Auditor an annual five percent (5%) fee of annual tax savings amount during the term of the Abatement as a result of the Abatement. The Hamilton County Auditor shall distribute such funds annually to the following:

Noblesville Redevelopment Commission
Attn: Andrew Murray - Economic Development Director
16 South 10th Street
Noblesville, IN 46060

Such funds will be deposited for the general use of the Noblesville Redevelopment Commission to promote economic development within the corporate limits of Noblesville.

C. **Road Impact Fees.** The City shall pay from Fund 517 the lesser of: (1) \$25,000 or (2) fifty percent (50%) of road impact fees assessed against the Project.

ARTICLE VI. COMPLIANCE AND INCENTIVE TERMINATION

A. **Compliance/CF-1 for Real Property and Personal Property.** By or before April 15th of each year of the Term, Applicant shall file (a) a certificate of compliance, Indiana Form CF- 1/Real Property with the City's legislative body and the Hamilton County Auditor showing the extent to which there has been compliance with the Statement of Benefits submitted for the Project.

B. **Additional Compliance Information.** Further, during the Term, the City may request additional information from Applicant concerning its fulfillment of the Employment Commitment which may include wage rates, salaries and benefits and Applicant shall provide information to the City with adequate written evidence within twenty (20) days of such request.

C. **Right to Abatement Termination, Reduction and Repayment.** The City reserves the right to terminate the tax abatement deductions, reduce the tax abatement and/or seek repayment of any tax abatement benefit if it determines that the Applicant has not substantially complied with all of the obligations of this

Agreement. If the City determines that Applicant (a) has not or cannot reasonably satisfy the obligations of this Agreement or (b) Applicant (i) ceases operations at the Project Location or (ii) announces cessation of operations at the Project Location, the City may terminate the ERA designation and terminate the Abatement (or Applicant's right to it) and seek repayment.

D. Notice of Termination and Repayment. Notwithstanding the foregoing or anything in this Agreement to the contrary, in the event the City makes a determination that the tax abatement deductions should be terminated, reduced and/or that any of the tax abatement savings should be repaid, the City shall provide preliminary notice (the "Preliminary Notice") to Applicant of such determination, including a written statement calculating the amount due from the Applicant and an opportunity to meet with representatives of the City within fifteen (15) days after the date of the Preliminary Notice ("Notice Period") to show cause and discuss the City's determination and provide an opportunity for Applicant to submit information regarding the reason for any shortfall or delay in the obligations pursuant to this Agreement, or cessation of operations, as applicable.

E'. Abatement Hearing. If (a) the City determines after meeting with Applicant following issuance of the Preliminary Notice that the ERA designation or the Abatement should be terminated, reduced, and/or repaid; or (b) Applicant does not request a meeting within the Notice Period, the City shall give Applicant final notice (the "Final Notice") of such determination and provide Applicant an opportunity to appear at a Common Council meeting to show cause why the ERA designation and/or the Abatement, as applicable, should not be terminated, reduced and/or repaid. Applicant shall have fifteen (15) days from the date of the Final Notice to confirm that it desires to be added to the Common Council's next agenda and to provide evidence concerning why the ERA designation or the Abatement should not be terminated. If the Common Council adopts a resolution terminating the ERA designation and/or Abatement, Applicant shall be entitled to appeal the determination to a Hamilton County Superior or Circuit Court.

F. Time of Repayment. In the event that the City requires repayment of the tax abatement benefits as provided hereunder, it shall provide Applicant with a written statement calculating the amount due ("Statement"), and the Applicant shall make such repayment to the City within thirty (30) days of the date of delivery of the Statement, unless such repayment has been stayed pending an appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorney's fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

ARTICLE VII. TAX COVENANT

Applicant acknowledges and agrees that the City's designation of the ERA and grant of the Abatement is, in part, based on estimated annual taxes that the City will receive as a result of the Applicant Commitment. As further consideration for the Abatement, Applicant hereby acknowledges and agrees that, during the Term and for sixty (60) months thereafter, Applicant shall not (a) apply for tax-exempt status or (b) appeal a tax assessment for the Project unless (i) the assessment exceeds the actual hard construction costs of the Project; or (ii) if a trending assessment or reassessment increases the assessment for the Project to an amount in excess of 110% of the initial assessment amount. This covenant shall not prohibit Applicant from applying for, seeking, or claiming, a reduction of assessments or a refund of property taxes if Applicant reasonably determines that the assessments or tax statements are incorrect as a result of mathematical error.

ARTICLE VIII. SUCCESSORS AND ASSIGNS

The Applicant specifically acknowledges and agrees that its respective obligations pursuant to this Agreement shall inure to the benefit of and be binding upon and enforceable against Applicant and its heirs, executors, administrators, successors, and assigns. In any merger, acquisition or assignment of assets, such obligation shall continue as a liability of Applicant and shall be disclosed as a binding obligation and liability of Applicant and any successors in interest. Notwithstanding anything to the contrary in this Article VIII, Applicant shall have the right to assign its rights and obligations in this Agreement to another business entity that is owned or controlled by either Applicant, so long as the assignee complies with the provisions of this Article VIII and the other obligations of Applicant in this Agreement.

ARTICLE IX. AUTHORITY

A. **City.** City represents and warrants that it has full constitutional and lawful right, power, and authority, under currently applicable law, to execute and deliver this Agreement upon proper approval by the City. The performance by the City of its obligations under this Agreement shall be subject to completion of such procedures as are required by law.

City further represents and warrants that it has taken or will use its best efforts to take (subject to Applicant's performance of its agreements and obligations hereunder) such action(s) as may be required and necessary to enable the City to execute this Agreement and perform its respective terms, covenants, duties, and obligations as provided by the terms and provisions hereof.

B. **Applicant.** The Applicant represents and warrants to the City that: (a) it is an Indiana company duly registered with the Indiana Secretary of State's Office; (b) it shall not enter into any contracts or undertakings that would limit, conflict with, or

constitute a breach of this Agreement; (c) it has the authority (i) to enter into this Agreement and (ii) to perform its obligations hereunder; (d) it duly has been authorized by proper action (i) to execute and deliver this Agreement and (ii) to perform its obligations hereunder; and (e) this Agreement is the legal, valid, and binding obligation of it.

ARTICLE X. GENERAL PROVISIONS

A. Indemnity; No Joint Venture or Partnership. Nothing contained in this Agreement shall be construed as creating either a joint venture or partnership relationship between the City, Applicant, or any affiliate thereof.

Further, Applicant covenants and agrees at its sole expense to pay and to indemnify and save harmless the City and its respective officers and agents (the "Indemnitees") harmless of, from and against, any and all claims, damages, demands, expenses and liabilities relating to bodily injury or property damage resulting directly or indirectly from Applicant's (and/or any affiliate's thereof) development and construction of the Project unless such claims, damages, demands, expenses or liabilities arise by reason of the willful act or omission of the City.

B. Time of Essence. Time is of the essence of this Agreement. The Parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.

C. Except as otherwise specifically stated herein, before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within seven (7) days of the receipt of such notice. If after said notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity.

D. This Agreement may be amended only by the mutual consent of the Parties, by the adoption of an ordinance or resolution of the City approving said amendment, as provided by law, and by the execution of said amendment by the Parties or their successors in interest.

E. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the Parties.

F. Severability. If any provision, covenant, agreement or portion of this

Agreement or its application to any person, entity, or property, is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

G. **Indiana Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Indiana. All proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts in Hamilton County, Indiana, or the federal courts with venue that includes Hamilton County, Indiana.

H. **Notices.** All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:

To Applicant:

To the City of Noblesville

City of Noblesville
Attn: Andrew Murray, Economic Development Director and copy to
City Attorney
16 South 10th Street
Noblesville, Indiana 46060

or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

J. **Assignment.** Until the Project is complete, and Applicant has met the Employment Commitment, the rights and obligations contained in this Agreement may not be assigned by Applicant, or any affiliate thereof without the express prior written consent of the City.

K. **No Third Party Beneficiaries.** This Agreement shall be deemed to be for the benefit solely of the Parties hereto and shall not be deemed to be for the benefit of any third party.

L. **Effective Date.** Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all Parties hereto have executed this Agreement and the City has approved or ratified this Agreement as required by law.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

Applicant:

By: _____

ATTEST:

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

Subscribed and sworn to me, a Notary Public, this ____ day of _____, 2024, personally appeared the within named _____ of _____ acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Notary Public

My commission Expires:

City:

Chris Jensen
Mayor, City of Noblesville

ATTEST:

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF)

Subscribed and sworn to me, a Notary Public, this ____ day of _____, 2024, personally appeared the within named Chris Jensen as Mayor and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

Notary Public

My commission Expires:

This instrument is prepared by Andrew P. Murray, Economic Development Director, 16 South 10th Street, Noblesville, Indiana 46060.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Andrew P. Murray*

EXHIBIT A
Legal Description and Map

EXHIBIT "A"
PROPOSED PARCELS "A" & "B" COMBINED

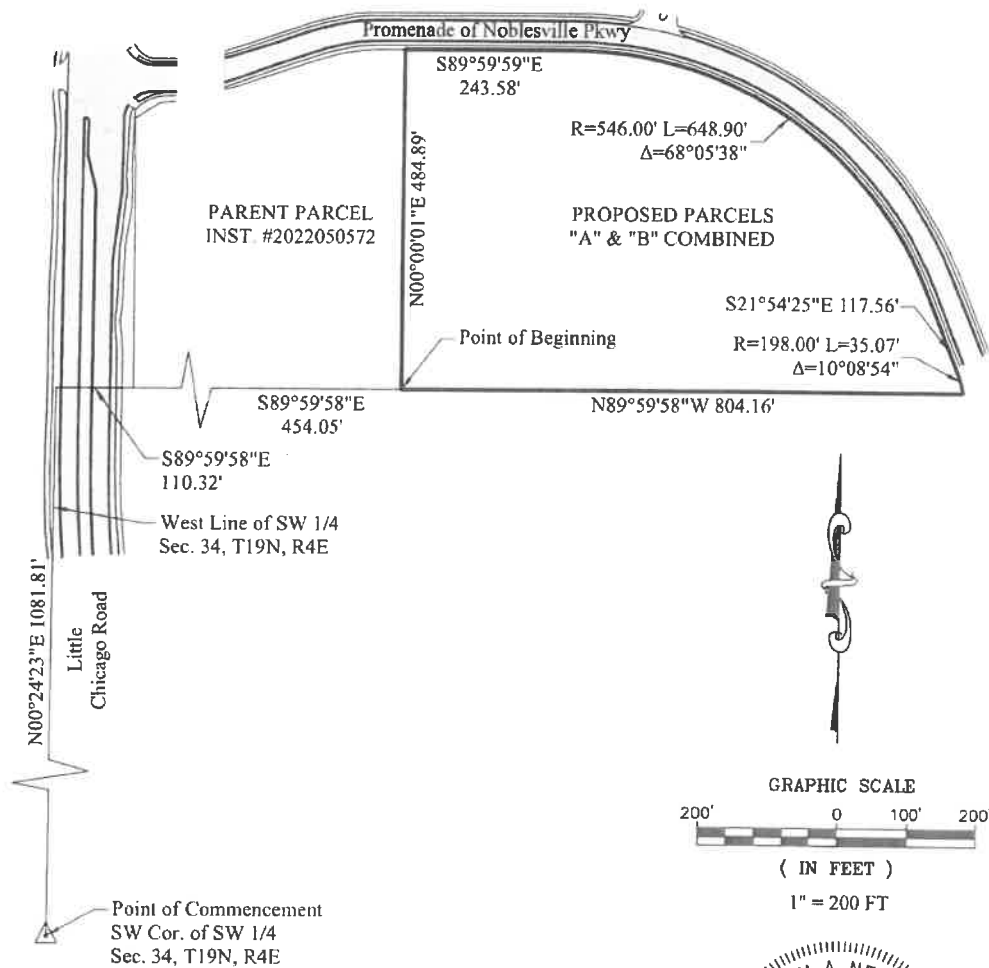
LAND DESCRIPTION

A part of the Southwest Quarter of Section 34, Township 19 North, Range 4 East of the Second Principal Meridian, Noblesville Township, Hamilton County, Indiana and being a part of the real estate described in Instrument Number 2022050572 in the Office of the Recorder of Hamilton County, Indiana. This description prepared by: William A. Neumeier, Indiana LS 22300018, working for Stoepfelwerth and Associates, Inc. as part of Project 107591, being more particularly described as follows:

Commencing at the Southwest corner of said Quarter Section; thence North 00 degrees 24 minutes 23 seconds East, along the West line of said Quarter, a distance of 1081.81 feet; thence South 89 degrees 59 minutes 58 seconds East, a distance of 110.32 feet to a 5/8" rebar with a plastic cap stamped "D&A LS 20500027" found (hereinafter referred to as a "DRIESENKA rebar") marking the Northwest corner of Lot 8 of Replat of Blocks "A" and "B" in the Promenade Shops, a subdivision in Hamilton County, Indiana, the plat of which is recorded as Instrument Number 2023006486, said corner also being a point on the East Right-of-Way line of Little Chicago Road as described in Instrument Number 2007000214; thence continuing along the North line of said Lot South 89 degrees 59 minutes 58 seconds East, a distance of 454.05 feet to the POINT OF BEGINNING of this description; thence North 00 degrees 00 minutes 01 second East, a distance of 484.89 feet to a point on the South Right-of-Way line of Promenade Parkway as described per the plat of Promenade Landing, a subdivision in Hamilton County, Indiana, recorded as Instrument Number 2017021815 or Plat Cabinet 5, Slide 676; thence along said southerly and westerly Right-of-Way of Promenade Parkway the following 4 courses; (1) South 89 degrees 59 minutes 59 seconds East, a distance of 243.58 feet to a 5/8" rebar with a yellow plastic cap stamped "WEIHE ENGR. 0012" (hereinafter referred to as a "WEIHE rebar"), said rebar being on a curve concave southwesterly, the radius point of which bears South 00 degrees 00 minutes 02 seconds West, a distance of 546.00 feet from said rebar; (2) southeasterly along said curve, an arc length of 648.90 feet to a WEIHE rebar, said rebar being North 68 degrees 05 minutes 40 seconds East, a distance of 546.00 feet from the radius point of said curve; (3) South 21 degrees 54 minutes 25 seconds East, a distance of 117.56 feet to a WEIHE rebar on a curve concave westerly, the radius point of which bears South 68 degrees 05 minutes 39 seconds West, a distance of 198.00 feet from said rebar; (4) southerly along said curve, an arc length of 35.07 feet to a DRIESENKA rebar found marking the Northeast corner of aforementioned Lot 8, said rebar being North 78 degrees 14 minutes 33 seconds East, a distance of 198.00 feet from the radius point of said curve; thence North 89 degrees 59 minutes 58 seconds West, along the North line of said Lot 8, a distance of 804.16 feet to the Point of Beginning, containing 7.345 acres, more or less.

 <p style="text-align: center;">S T O E P P E L W E R T H</p> <p style="text-align: center;">A L W A Y S O N</p> <p style="text-align: center;">7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942</p>	JOB NO. 107591	<p>PAGE</p> <p style="font-size: 2em; text-align: center;">1</p> <p>OF 2 SHEETS</p>
	DRAWN BY: WAN	
	CHECKED BY: BES	
	DATE DRAWN: 02/19/2024	
	FIELDWORK DATE: 07/21/2023	

EXHIBIT "A"
PROPOSED PARCELS "A" & "B" COMBINED



THIS DRAWING IS NOT INTENDED TO BE
 REPRESENTED AS A RETRACEMENT OR
 ORIGINAL BOUNDARY SURVEY, A ROUTE
 SURVEY OR A SURVEYOR LOCATION
 REPORT

William A. Neumeier
 William A. Neumeier
 Professional Land Surveyor
 Indiana No.: 22300018



<p align="center">STOEPPELWERTH</p> <p align="center">ALWAYS ON</p> <p align="center">7965 East 106th Street, Fishers, IN 46038-2505 phone: 317.849.5935 fax: 317.849.5942</p>	JOB NO. 107591	<p align="center">PAGE</p> <p align="center">2</p> <p align="center">OF 2 SHEETS</p>
	DRAWN BY: WAN	
	CHECKED BY: BES	
	DATE DRAWN: 02/19/2024	
	FIELDWORK DATE: 07/21/2023	

EXHIBIT B

Site Plan and Architectural Renderings

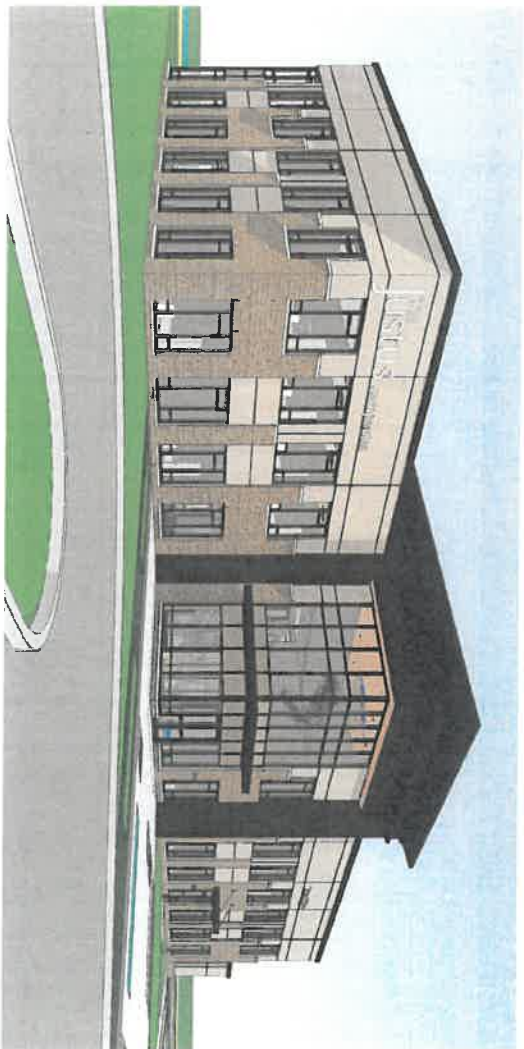
SITE PLAN

PARCEL	ACRES
Meijer	1.16
Meijer	0.81
Meijer	1
Meijer	1.53
Pep Boys	1.52
ESJ Enterprises	2.90
Meijer	15.9
Justus Companies	11.83
Promenade Trails	29
The Learning Experience	1
Lot #2	1.7



JUSTUS HEADQUARTERS

PROMENADE OF NOBLESVILLE PARKWAY NOBLESVILLE, IN CONSTRUCTION DOCUMENTS



K2M
DESIGN

200 S. Meridian Street - #550
Indianapolis, IN 46225

URL: www.k2mndesign.com

K2M
PERIOD

Architect: K2M Design
1300 N. Shadeland Ave.
Indianapolis, Indiana 46218
www.k2mndesign.com
Phone: (317) 555-1234
Fax: (317) 555-1235
E-mail: info@k2mndesign.com

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION
1	10/1/10	Initial Set
2	10/15/10	Revised Set
3	11/1/10	Final Set

JUSTUS HEADQUARTERS
PROMENADE OF NOBLESVILLE PARKWAY
NOBLESVILLE, IN

THE JUSTUS COMPANIES
1300 N. SHADELAND AVE. INDIANAPOLIS IN 46218

DATE	DESCRIPTION
10/1/10	Initial Set
10/15/10	Revised Set
11/1/10	Final Set

G00.1

G2.1.1

Project: Justus Headquarters
Project #: 23025
ADDENDUM #2



**ADDENDUM #2
TO THE CONSTRUCTION DOCUMENTS**

For

**Justus Headquarters
PROJECT # 23025
Date: February 15, 2024**

To All Plan Holders:

The following changes, additions, and/or deletions are hereby made a part of the Construction Documents for the above noted project, fully and completely as if the same were fully contained therein. All other terms, conditions, and specifications of the original Invitation to Bid remain unchanged.

This amendment must be acknowledged in the space provided on the Bid Schedule.

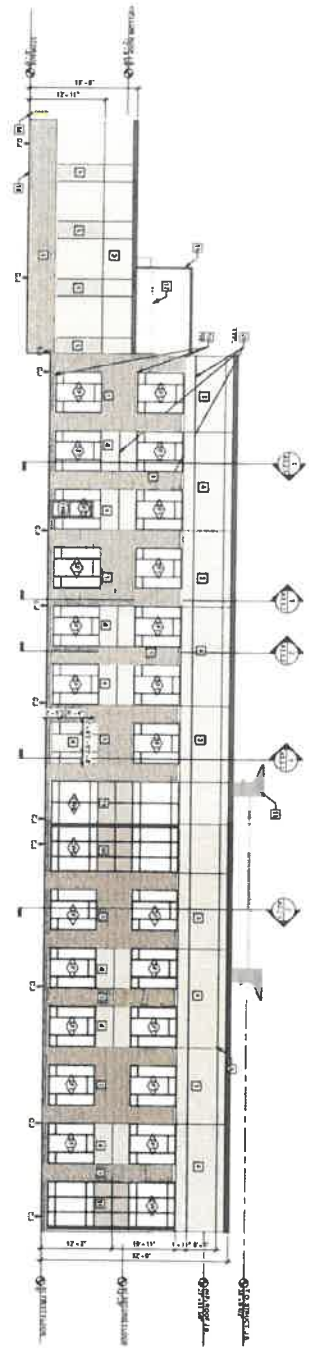
The modifications directed by this Addendum No.1 are described in this page and the following attachments:

1. Addendum Text: 1 pages
2. Attachments: 1 Sheets
 - o Drawings:
 - A3.1.1a EXTERIOR ELEVATIONS (ALTERNATE 1)

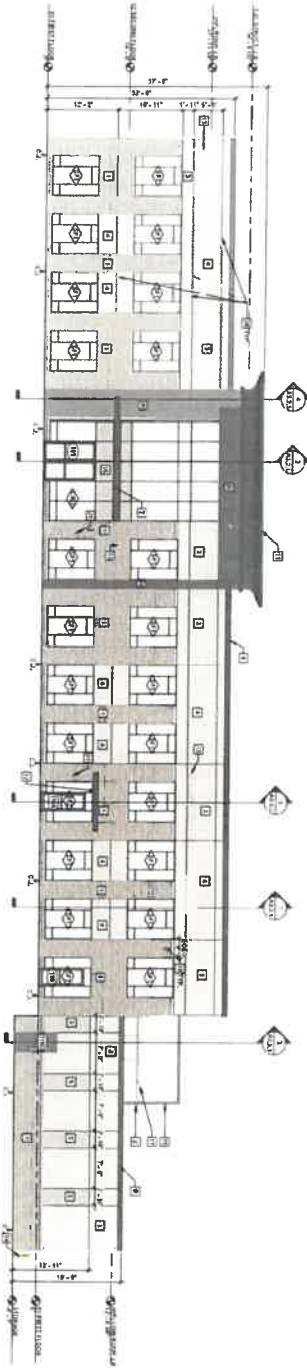
CLARIFICATIONS:

1. GO.0.2 DRAWING INDEX, CODE INFO., SYMBOL LEGEND, & ABBREVIATIONS
 - Add Sheet A3.1.1a to the Drawing Index.
2. A3.1.1a BUILDING ELEVATIONS (ALTERNATE 1)
 - Add new sheet to the set.

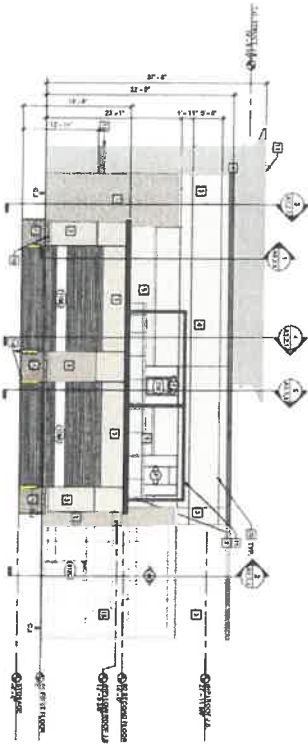
END OF ADDENDUM NO.2



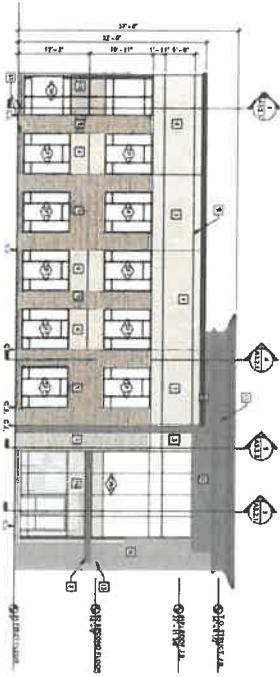
4 EAST ELEVATION
 1/2" = 1' - 0"



3 WEST ELEVATION
 1/2" = 1' - 0"



2 SOUTH ELEVATION
 1/2" = 1' - 0"



1 NORTH ELEVATION
 1/2" = 1' - 0"

GENERAL ELEVATION NOTES:

1. SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
2. SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
3. SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
4. SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
5. SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.

CODED EXTERIOR ELEVATION NOTES

1	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
2	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
3	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
4	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
5	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
6	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
7	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
8	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
9	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
10	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
11	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
12	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
13	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
14	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
15	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
16	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
17	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
18	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
19	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.
20	SEE ALL ELEVATIONS FOR ELEVATION SYMBOLS, DIMENSIONS, AND MATERIALS.

GENERAL NOTES

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 TO THE MAXIMUM EXTENT POSSIBLE, THE SECOND FLOOR WINDOWS ARE
 IDENTICAL TO THE FIRST FLOOR WINDOWS.

K2M
 K2M CONSULTING
 1000 N. 10TH AVE. SUITE 100
 MINNEAPOLIS, MN 55403
 (612) 338-1000
 www.k2mconsulting.com

JUSTUS HEADQUARTERS
 PROMENADE OF NOBLESVILLE PARKWAY
 NOBLESVILLE, IN

THE JUSTUS COMPANIES
 1300 N. SHADELAND AVE. INDIANAPOLIS, IN 46219

DATE: 1/15/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 PROJECT: JUSTUS HEADQUARTERS
 SHEET: A3.1.1a

A3.1.1a