

ORDINANCE NUMBER 2024-04

**AN ORDINANCE TO AMEND THE
TOWN OF ZIONSVILLE ZONING ORDINANCE FOR
THE
TOWN OF ZIONSVILLE,
BOONE COUNTY, INDIANA**

Plan Commission Petition No. 2023-27-Z

WHEREAS, IC. § 36-7-4, et seq. empowers the Town of Zionsville Advisory Plan Commission, Boone County, Indiana, to hold public hearings and make recommendations to the Town Council of the Town of Zionsville, Boone County, Indiana, concerning ordinances for the zoning and districting of all lands within the incorporated areas of the Town of Zionsville, Boone County, Indiana; and

WHEREAS, in accordance with IC. 36-7-4-600 et seq. the Town of Zionsville Advisory Plan Commission, Boone County, Indiana conducted a public hearing on November 20, 2023 to consider a proposal to amend the Town of Zionsville Zoning Map for the Town of Zionsville, Boone County, Indiana, (the "Zoning Map") filed as petition 2023-27-Z (the "Petition"); and

WHEREAS, the Town of Zionsville Advisory Plan Commission certified the proposal to amend the Zoning Map to the Town Council of the Town of Zionsville, Boone County, Indiana, with a unanimous favorable recommendation on November 20, 2023 (Exhibit A); and

WHEREAS, the Town Council of the Town of Zionsville, Boone County, Indiana, considered the Petition to amend the Zoning Map at its regular meeting on February 5, 2024.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF ZIONSVILLE, BOONE COUNTY, INDIANA, IN ACCORDANCE WITH I.C. 36-7-4-600 et. seq., AND ALL ACTS AMENDATORY AND SUPPLEMENTAL THERETO, AS FOLLOWS:

Section 1. The Zoning Map for the Town of Zionsville Boone County, Indiana, is amended as follows:

- A. 10 +/- acres described in the Certification attached hereto as Exhibit A and is rezoned from the Rural Professional Business (PB), Rural Single- and Two-family Residential (R2), and Rural Single- and Two-family (R3) Districts to the Rural General Business (GB) Zoning District.

B. The Zoning Administrator shall cause the Town's Zoning Base Map to be amended to reflect this change in zoning.

Section 2. Conditions and Commitments. The Petition and this rezoning is subject to the written commitments attached hereto as Exhibit B (the "Commitments"). This rezoning is expressly conditioned upon the execution and recording of the Commitments in a form approved by the Town of Zionsville.

Section 3. Savings Clause: If any title, section, subsection, phrase, clause, sentence, or word of this Ordinance shall for any reason be held invalid or unconstitutional by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 4. Construction of Clause Headings: The clause headings appearing herein have been provided for convenience and reference and do not purport and shall not be deemed to define, limit or extend the scope or intent of the clause to which they appertain.

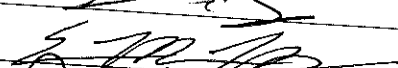
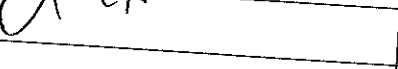
Section 5. Repeal of Conflicting Ordinances: The provisions of all other Town ordinances in conflict with the provisions hereof, if any, are of no further force or effect and are hereby repealed.

Section 6. Duration and Effective Date: The provisions of this Ordinance shall become and remain in full force and effect upon adoption and publication according to Indiana Law and until its repeal by ordinance.

DULY PASSED AND ADOPTED this 5th day of February, 2024, by the Town Council of the Town of Zionsville, Boone County, Indiana, having been passed by a vote of 4 in favor and 0 opposed.

Ordinance 2024-04

TOWN COUNCIL OF THE TOWN
OF ZIONSVILLE, BOONE COUNTY, INDIANA
(Signatures of Council Members)

	YEA	NAY
Jason Plunkett, President		
Brad Burk, Vice President	323	John
Evan Norris		
Joseph Stein		
Tim McElderry		
Craig Melton		Tim McElderry
Sarah Esterline Sampson	Sarah Esterline Sampson	

I hereby certify that the foregoing Ordinance was delivered to the Town of Zionsville Mayor
John Stehr on the 6th day of February, 2024 at 1:30 A.M./P.M.

ATTEST:


Amelia Lacy, Municipal Relations Coordinator

MAYOR'S
APPROVAL


John Stehr, Mayor

2-7-24
DATE

MAYOR'S
VETO

John Stehr, Mayor

DATE

EXHIBIT A



ZIONSVILLE

Town of Zionsville 1100 West Oak Street Zionsville, Indiana 46077 www.zionsville-in.gov

CERTIFICATION TO THE TOWN COUNCIL
OF THE TOWN OF ZIONSVILLE, BOONE COUNTY, INDIANA

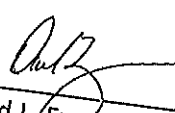
November 21, 2023

To the Town Council of the Town of Zionsville, Indiana:

Be it advised that, pursuant to Indiana Code 36-7-4, on November 20, 2023, the Town of Zionsville Advisory Plan Commission (the "Commission"), by a vote of seven (7) in favor and zero (0) opposed, gave a Favorable Recommendation to proposal #2023-27-Z to amend the Zoning Map (the "Map") of the Town of Zionsville (Legal Description attached as "Exhibit A") subject to the zoning commitment attached as "Exhibit B." Proposal #2023-27-Z recommends that 10+/- acres comprised of a single lot being as described in the Petition, be rezoned from the Rural Professional Business (PB), Rural Single- and Two-family Residential (R2), and Rural Single- and Two-family (R3) Districts to the Rural General Business (GB) District.

The Town of Zionsville Advisory Plan Commission hereby certifies proposal #2023-27-Z to amend the Map (a copy of which is attached to this Certification and incorporated here by this reference, ("Exhibit C")) to the Town Council of Zionsville, Indiana, with a Favorable Recommendation.

TOWN OF ZIONSVILLE ADVISORY PLAN COMMISSION


David L. Franz
President


Mike Dale, AICP
Secretary

EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE

Parcel No. 06-04-05-000-055.000-005 A part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 17 North, Range 2 East, Eagle Township, Boone County, Indiana, described as follows:

Commencing at the Southeast corner of Stonegate Section V, same being the Southeast corner, East Half said Northwest Quarter title corner; thence North 00 degrees 13 minutes 19 seconds West along the East line of said Stonegate, Section V and Half section line 70.00 feet to the Northwest corner of Town of Whitestown Right of Way, as described in Instrument Number 201400000562 in the Office of the Recorder, Boone County, Indiana and the point of beginning; thence continuing North 00 degrees 13 minutes 19 seconds West, along the East line of said Stonegate, Section V and Half Quarter line 835.44 feet to the Southerly line of Stonegate, Section X, as recorded as Instrument Number 2006-11042 and in Plat Book 17, Page 55, the following seven (7) courses: (1) thence South 32 degrees 00 minutes 00 seconds East 102.67 feet; (2) thence South 56 degrees 59 minutes 59 seconds East 82.92 feet; (3) thence South 72 degrees 16 minutes 29 seconds East 100.93 feet; (4) thence North 51 degrees 41 minutes 54 seconds East 112.99 feet; (5) thence North 88 degrees 31 minutes 13 seconds East 140.33 feet to the Westerly line of Stonegate, Section IX as recorded as Instrument Number 2006-7362 and in Plat Book 17, Pages 25-27, in the Office of the Recorder, Boone County, Indiana; thence South 23 degrees 10 minutes 32 seconds East along said Westerly line 200.89 feet; thence South 89 degrees 23 minutes 51 seconds West along the North lines of "Elston" as described in Instrument Number 2011-3283 and "Reinke" as described in Instrument Number 2021-5962 both in the Office of the Recorder, Boone County, Indiana 215.00 feet; thence South 00 degrees 09 minutes 06 seconds East along the West line of said "Reinke" 638.41 feet to the North line of said Town of Whitestown real estate; thence South 89 degrees 23 minutes 51 seconds West along the North line thereof 536.14 feet to the point of beginning, containing 10.065 acres, more or less.

EXHIBIT B

ZIONSVILLE PLAN COMMISSION Docket Number 2023-27-Z

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE VOLUNTARILY MADE IN CONNECTION WITH A REZONING PER THE TOWN OF ZIONSVILLE ZONING ORDINANCE

In accordance with Indiana Code 36-7-4-1015, National Retail Development, LLC (the "Initial Owner"), represents and warrants that Initial Owner are the owners of certain real estate located in Boone County, Indiana, which real estate is more particularly described in Exhibit A attached hereto (the "Real Estate"), and as an Owner of said Real Estate, each has authority to and does hereby voluntarily makes the following COMMITMENTS concerning the use and development of the Real Estate. The following "COMMITMENTS" shall be binding on the Real Estate and each of the Owners of the Real Estate, and other persons or entities acquiring an interest herein. Said Initial Owner and subsequent owners of the Real Estate are referred to herein, as "Owners," and "Owner" shall refer to (i) Initial Owner during Initial Owner's period of ownership of the Real Estate and (ii) each subsequent owner of the Real Estate during such subsequent owner's period of ownership of the Real Estate.

STATEMENT OF COMMITMENTS:

Initial Owner, upon approval of Docket Number 2023-27-Z by the Plan Commission of the Town of Zionsville, Indiana, voluntarily agree and commit as follows:

1. There will be no outdoor storage on the Real Estate.
2. There western entrance to the Real Estate shall be limited to emergency access only. This emergency access shall be gated in accordance with the Town's standards and shall adhere to the design guidelines for Stonegate which require stone columns and black wrought iron fencing.
3. There shall be no use of the name "Stonegate" in connection with the Real Estate.
4. The landscaping package shall be as presented in the Site Plan at the public hearing on November 20, 2023 and attached hereto as Exhibit B.
5. The orientation, size and materials, of and for, the buildings will be as presented at the public hearing on November 20, 2023 and developed in accordance with the Site Plan attached hereto as Exhibit B and the building elevations attached hereto as Exhibit C.
6. On-site lighting shall consist of downward directed wall packs on the interior side of buildings. The only pole lighting will be adjacent to Building "A" on the Site Plan and Oak Street. The lighting shall be comply with a photometric plan approved by the Town of Zionsville.
7. The only permitted land use on the Real Estate shall be self-storage (mini warehousing) and professional offices.
8. The permitted hours of operation as presented at the November 20, 2023, public hearing. Office Hours: 9:30am-6:00pm Monday – Friday, Saturday 9:30am – 1:00pm, Sunday Closed; Hours of Access (via customer key pads) 6:00am – 10:00pm Monday – Sunday.

These COMMITMENTS shall be executed and recorded by Initial Owner in the Office of the Boone County Recorder, Boone County, Indiana, and shall be considered a covenant running with the land and encumbering the Real Estate.

If Initial Owner fail to cause these COMMITMENTS to be recorded in accordance with the terms of the preceding paragraph, and a subsequent Owner fails to perform and/or comply with these COMMITMENTS, the Town of Zionsville shall be entitled to receive from Initial Owner jointly and/or severally, any and all damages which arise from this failure and shall be entitled to injunctive relief to terminate any non-compliance herewith.

These COMMITMENTS may be modified or terminated only by the agreement of the then-applicable Owner and a decision of the Town Council made after a public hearing for which proper notice is given, including hearings for other land use or zoning approvals involving the Real Estate or any portion thereof.

These COMMITMENTS may be enforced either individually or collectively by the Town of Zionsville Plan Commission, the Director of Planning for the Town of Zionsville, the Town and/or owners of any parcel of ground adjoining the Real Estate. Owner shall indemnify the Town of Zionsville Plan Commission and the Town and hold the Town of Zionsville Plan Commission and the Town and their respective authorized representatives, including the Director of Planning for the Town, harmless from any liability, expense (including reasonable attorney fees and court costs), costs, or damages which result from Owner's failure to perform Owner's obligations under the terms and conditions of these COMMITMENTS.

In the event it becomes necessary to enforce these COMMITMENTS in a court of competent jurisdiction and Owner is found to be in violation of these COMMITMENTS, Owner shall pay all reasonable costs and expenses the Town and the Town's Plan Commission and other authorized representative(s) incur in the enforcement of these COMMITMENTS, including reasonable attorney fees, expert witness fees, and court costs.

Owner shall be responsible, at its expense, for recording these Statements of Commitments in the Office of the Recorder of Boone County, Indiana, and shall promptly provide the Planning Department of the Town of Zionsville with a copy of such recording as a condition precedent to commencing any work upon the Real Estate or receiving a permit therefor.

Initial Owner represent and warrant to the Town that (i) Initial Owner are the sole owners of all the Real Estate (subject to matters of record), (ii) that execution of these COMMITMENTS by the undersigned on behalf of Initial Owner has been duly authorized and is voluntarily undertaken and requires no authorization of a third party, and (iii) that these COMMITMENTS shall be binding upon Initial Owner as to all the particulars herein, and Initial Owner agree that these COMMITMENTS shall be considered COVENANTS running with the land and encumbering the Real Estate, including any portion thereof.

If at any time the Real Estate is owned by more than one party those parties shall jointly and severally constitute an "Owner" during their period of joint ownership of the Real Estate.

IN WITNESS WHEREOF, Owner has executed this instrument this _____ day of _____, 2024.

"INITIAL OWNER"

NATIONAL RETAIL DEVELOPMENT, LLC

By: _____

Printed: _____

Its: _____

STATE OF _____)
COUNTY OF _____) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, as _____ of National Retail Development, LLC, an Illinois limited liability company, who, on behalf of such company, acknowledged the executed of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2024.

[SEAL]

Notary Public

Printed: _____

My Commission Number: _____

My Commission Expires: _____

My County of Residence: _____

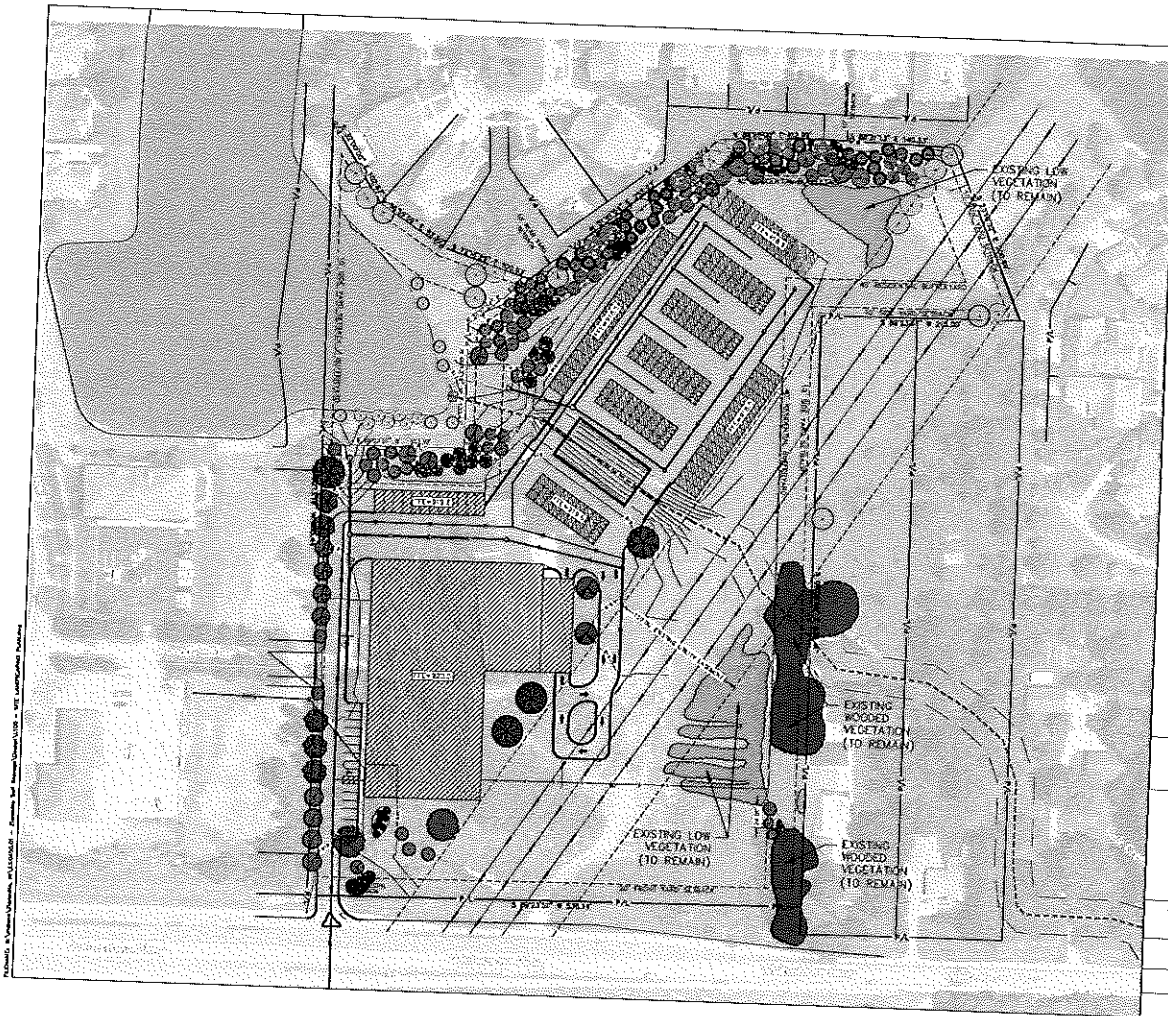
EXHIBIT A
LEGAL DESCRIPTION OF THE REAL ESTATE

Parcel No. 06-04-05-000-055.000-005

A part of the Northeast Quarter of the Northwest Quarter of Section 5, Township 17 North, Range 2 East, Eagle Township, Boone County, Indiana, described as follows:

Commencing at the Southeast corner of Stonegate Section V, same being the Southeast corner, East Half said Northwest Quarter title corner; thence North 00 degrees 13 minutes 19 seconds West along the East line of said Stonegate, Section V and Half section line 70.00 feet to the Northwest corner of Town of Whitestown Right of Way, as described in Instrument Number 201400000562 in the Office of the Recorder, Boone County, Indiana and the point of beginning; thence continuing North 00 degrees 13 minutes 19 seconds West, along the East line of said Stonegate, Section V and Half Quarter line 835.44 feet to the Southerly line of Stonegate, Section X, as recorded as Instrument Number 2006-11042 and in Plat Book 17, Page 55, the following seven (7) courses: (1) thence South 32 degrees 00 minutes 00 seconds East 102.67 feet; (2) thence South 56 degrees 59 minutes 59 seconds East 82.92 feet; (3) thence South 72 degrees 16 minutes 29 seconds East 100.93 feet; (4) thence North 51 degrees 41 minutes 54 seconds East 255.23 feet; (5) thence North 88 degrees 00 minutes 00 seconds East 112.99 feet; (6) thence South 88 degrees 31 minutes 13 seconds East 140.33 feet to the Westerly line of Stonegate, Section IX as recorded as Instrument Number 2006-7362 and in Plat Book 17, Pages 25-27, in the Office of the Recorder, Boone County, Indiana; thence South 23 degrees 10 minutes 32 seconds East along said Westerly line 200.89 feet; thence South 89 degrees 23 minutes 51 seconds West along the North lines of "Elston" as described in Instrument Number 2011-3283 and "Reinke" as described in Instrument Number 2021-5962 both in the Office of the Recorder, Boone County, Indiana 215.00 feet; thence South 00 degrees 09 minutes 06 seconds East along the West line of said "Reinke" 638.41 feet to the North line of said Town of Whitestown real estate; thence South 89 degrees 23 minutes 51 seconds West along the North line thereof 536.14 feet to the point of beginning, containing 10.065 acres, more or less.

EXHIBIT B
SITE PLAN



PLANT SYMBOLS KEY

EXISTING SHRUBS NOT TO BE MOVED	1"
PLANTED BY 24" DIAMETER CHERRY BLOSSOM	2"
PLANTED BY 24" DIAMETER LINDEN	3"
PLANTED BY 24" DIAMETER LINDEN	4"
PLANTED BY 24" DIAMETER LINDEN	5"
PLANTED BY 24" DIAMETER LINDEN	6"
PLANTED BY 24" DIAMETER LINDEN	7"
PLANTED BY 24" DIAMETER LINDEN	8"
PLANTED BY 24" DIAMETER LINDEN	9"
PLANTED BY 24" DIAMETER LINDEN	10"
PLANTED BY 24" DIAMETER LINDEN	11"
PLANTED BY 24" DIAMETER LINDEN	12"
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PLANTED BY 24" DIAMETER LINDEN	42"
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PLANTED BY 24" DIAMETER LINDEN	98"
PLANTED BY 24" DIAMETER LINDEN	99"
PLANTED BY 24" DIAMETER LINDEN	100"

Kapur

2nd Floor Building Suite 202
Indianapolis, IN 46202
kapur.com

PROJECT
EXTRA SPACE SELF
STORAGE FACILITY

LOCATION
7250 WEST OAK ST
ZIONSVILLE, IN
46087



PHASE
CONCEPTUAL

NO.	DATE	DESCRIPTION
1	10/1/2010	CONCEPT
2	10/1/2010	CONCEPT
3	10/1/2010	CONCEPT
4	10/1/2010	CONCEPT
5	10/1/2010	CONCEPT
6	10/1/2010	CONCEPT
7	10/1/2010	CONCEPT
8	10/1/2010	CONCEPT
9	10/1/2010	CONCEPT
10	10/1/2010	CONCEPT



SCALE
1" = 10'

DATE
10/1/2010

PROJECT
EXTRA SPACE SELF
STORAGE FACILITY

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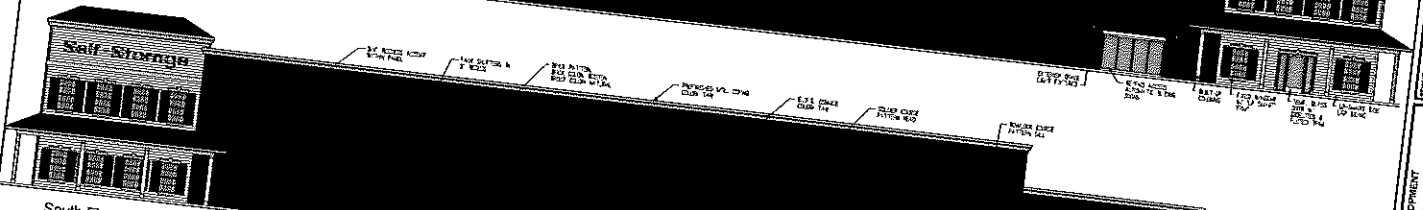
PROJECT
EXTRA SPACE SELF
STORAGE FACILITY

PROJECT
EXTRA SPACE SELF
STORAGE FACILITY

PROJECT
EXTRA SPACE SELF
STORAGE FACILITY

EXHIBIT C
ELEVATIONS

West Elevation - Bldg. A
SCALE 1/8" = 1'-0"



South Elevation - Bldg. A
SCALE 1/8" = 1'-0"



East Elevation - Bldg. A
SCALE 1/8" = 1'-0"



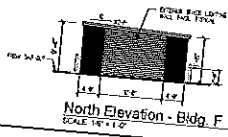
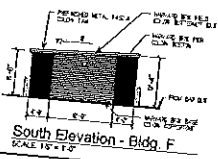
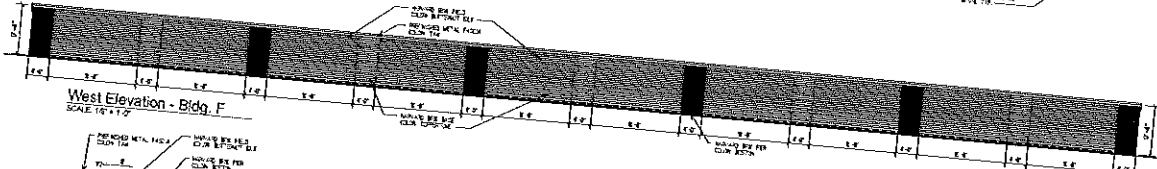
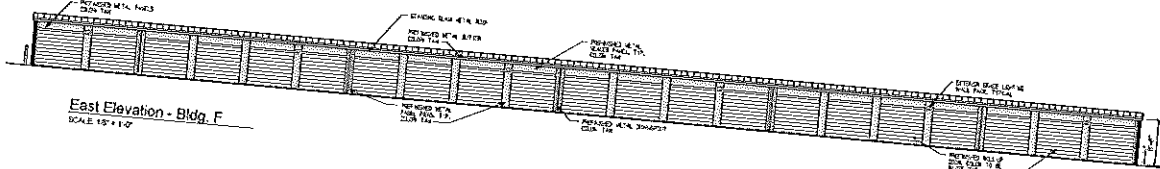
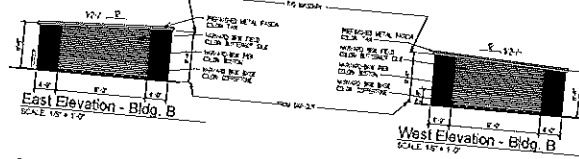
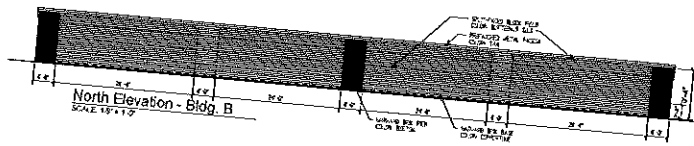
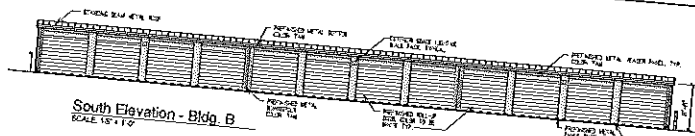
North Elevation - Bldg. A
SCALE 1/8" = 1'-0"



PROJECT NEW SITE DEVELOPMENT
Self Storage Facility
7200 WEST OAK STREET
ZIONSVILLE, INDIANA 46077

Relian Architects, LLC
74 S. New Albany Street, Suite 100
Indianapolis, IN 46204
Phone: 317.555.1234
Fax: 317.555.1235

DATE: 01/15/2017
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
PROJECT: Self Storage Facility
SHEET: SK2 OF 3



PROJECT: NEW SITE DEVELOPMENT
SHEET: 3 OF 4
DATE: 10/10/2017
DRAWN BY: J. B. BROWN
CHECKED BY: J. B. BROWN
PROJECT LOCATION: 2000 N. W. 10TH AVE., MIAMI, FL 33136

Relian Architects, LLC
1000 N. W. 10TH AVE., SUITE 1000
MIAMI, FL 33136
TEL: 305.555.1234
WWW.RELIANARCHITECTS.COM

SK3
OF 4
ELEVATION
DATE: 10/10/2017
BY: J. B. BROWN

