

PLANNED UNIT DEVELOPMENT AGREEMENT
CONCERNING LOT 7, SUNFLOWER COMMERCE PARK ADDITION
TO THE CITY OF BEL AIRE, KANSAS

This agreement is made and entered into by and between STREAM'S EDGE PROPERTIES, LLC, hereinafter referred to as the "DEVELOPER" and the CITY OF BEL AIRE, KANSAS, hereinafter referred to as the "CITY."

WHEREAS, the Developer desires a lot split of Lot 7, SUNFLOWER COMMERCE PARK Addition to the City of Bel Aire, Kansas ("SUNFLOWER COMMERCE PARK Addition") into Tract 1 and Tract 2 as delineated in the Development Plan (the "Development Plan") attached hereto; and

WHEREAS, the City desires that development of Tract 1 and Tract 2 (which Developer intends to operate under the trade name "STREAM'S EDGE PROPERTIES (SEP) ") proceed in accordance with a planned unit development as provided herein; and

WHEREAS, the City is willing to approve the lot split subject to the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Developer and the City agree as follows:

PURPOSE. This Agreement establishes the terms and conditions for a Planned Unit Development zoning district covering all of SEP Addition. The requirements contained in this PUD Agreement are in lieu of any requirements contained in the zoning and subdivision regulations of the City and compliance with the terms and conditions of this PUD Agreement shall be deemed in compliance with the zoning and subdivision regulations of the City.

INFRASTRUCTURE INSTALLATION. Installation of all improvements shall be in compliance with the requirements of all applicable federal, state and local legislation, including the Americans with Disabilities Act. All infrastructure improvements shall be detailed on a Planned Unit Development Site Plan, which delineates building locations. Said Planned Unit Development Site Plan (herein the "PUD Site Plan") shall be approved by Developer and by the City Engineer, attached hereto and made a part hereof.

All electric power, parking lot lights, cable, streetlights and telephone service shall be installed underground. The City shall approve the engineering design, and inspect all of the improvements necessary for the development of SEP Addition. All public improvements shall be dedicated to and owned and maintained by the City, and shall be installed on city owned property or within public right-of-ways or easements. The Developer shall reimburse the City for the actual costs of engineering design review and the inspection of all improvements necessary for the development of SEP Addition.

The Developer shall install, or cause to be installed all improvements delineated on the PUD Site Plan. Said improvements include, but are not limited to sidewalks, water

distribution system, sanitary sewer service lines, driveways, landscaping, lighting and utilities. The Developer shall indemnify and hold harmless the City from any liability from damages that may occur during construction by or on behalf of Developer. The Developer shall pay one hundred percent (100%) of the cost of the improvements delineated on the PUD Site Plan.

Whenever existing sanitary or storm water sewers, water lines, drainage channels, culverts, underground and overhead electric, communications, gas lines, pipe lines or transmission lines are required to be installed, lowered, encased, or relocated due to the lot split or construction improvements required, and in the event it was not known at time of the lot split approval, the Developer shall pay one hundred percent (100%) of the cost of the improvements. The Developer shall indemnify and hold harmless the City from any liability from damages that may occur during construction.

All easements recorded on the face of the final plat of SUNFLOWER COMMERCE PARK Addition to Bel Aire, Kansas shall remain in effect pursuant to this Planned Unit Development Agreement. The surface of such easements may be used by the owner of Tract 1 and Tract 2 for driveways, parking and landscaping, as delineated on the PUD Site Plan.

LANDSCAPE AND DRAINAGE. The Developer shall prepare a Landscape and Storm Drainage Plan, which shall address the effect of changes to the natural environment and increased drainage, which Landscape and Storm Drainage Plan shall be approved by the City Engineer attached hereto and made a part hereof. After approval by the Developer and the City Engineer of said Landscape and Storm Drainage Plan, the Developer shall install, or cause to be installed, the improvements pursuant to the said Plan.

SIGNAGE AND OUTSIDE STORAGE. The Developer shall prepare a Signage Plan that shall include all free standing and building signage, which shall be approved by the City Administrator, attached hereto and made a part hereof. The Developer shall enclose or cause to be enclosed, all trash and recycling containers and similar equipment as set forth in the PUD Site Plan as approved by the City Engineer. No outside storage of any product or material shall be permitted on said property unless specifically approved by the City Administrator and placed within an approved enclosure.

ROADWAYS. Roadway access to the parcel of land herein referred to as Tract 1 shall be limited to entry from 53rd Street North with a maximum of one access drive; and to the parcel of land herein referred to as Tract 2 shall be limited to entry from 53rd Street North with a maximum of one access drive as dimensioned on the PUD Site Plan and approved by the City Engineer and by the Sedgwick County Fire Department for fire protection purposes.

SANITARY SEWER. Tract 1 shall be permitted one (1) sanitary connection and Tract 2 one (1) sanitary connection to the existing sanitary sewer main. Each of the two (2) approved connections to the twelve (12) inch sanitary sewer main shall be charged \$950.00 or a total of \$1,900.00 paid to the City at the time the permit is approved.

WATER. Developer shall construct water service lines to serve Tract 1 and Tract

2. Subject to existing regulations of the City regarding connections to such line, the water service lines shall be connected by meter to the existing sixteen (16) inch water main owned by the City and located in the 53rd Street North right-of-way. The location of such tap shall be as shown on the PUD Site Plan as approved by the City Engineer. Fees for water service include the water connection fee, meter and installation cost and a water system tap-on fee as stated in the table below.

<u>Size</u>	<u>Water Connection Fee</u>	<u>Meter & Installation</u>	<u>Water System Tap-On Fee</u>
1.5" tap	\$2,400	\$2,500	\$2,650
2" tap	\$3,600	\$2,500	\$2,650
3" tap	\$5,400	\$3,600	\$2,650
4" tap	\$8,100	\$3,600	\$2,650
6" tap	\$18,225	\$TBD	\$2,650

PERMITS. No demolition, site clearance or construction shall commence on any portion of the tract of land herein referred to as Tracts 1 and 2 without the Developer, or its designated builder, having first obtained the proper permits from the City. No occupancy will be allowed of any building on said property without a valid Occupancy Permit from the City of Bel Aire.

PARKING. Parking as designated on the PUD Site Plan is deemed sufficient for all industrial and commercial uses of the development.

LOT SPLIT. The lot split shown on the PUD Site Plan is hereby approved. A copy of the Lot Split Survey shall be executed on behalf of the City and forwarded to the office of the Register of Deeds for recording.

PURPOSE. A specific purpose of this agreement is to assure that necessary improvements are in place to support development of the parcel of land herein referred to as Tracts 1 and 2. Therefore, the Developer's compliance with the terms and conditions of this Agreement shall be a condition precedent to the granting of building and/or occupancy permits for development on said property.

RECORDING. The Developer shall file with the Sedgwick County Register of Deeds an executed copy of this Agreement including the attachments of the PUD Suite Plan, the Landscape and Drainage Plan and the Signage Plan all as approved by the City Engineer.

BINDING. Upon full execution hereof and upon attachment of the PUD Site Plan, the Landscape and Drainage Plan and the Signage Plan, all approved as provided herein, the terms and conditions of this Agreement, as set forth herein, shall be binding upon the City and the Developer, their successors, representatives, trustees, and assigns.

THIS AGREEMENT is hereby executed on this _____ day of _____, 2023.

DEVELOPER

10/10/2020

THIS AGREEMENT was approved by vote the City Council of the City of Bel Aire, Kansas on the ____ day of _____, 2023 and is hereby executed on this ____ day of _____, 2023.

MAYOR, JOHN DOE

SEAL

ATTEST:

CITY CLERK, MELISSA KREHBIEL

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____,
2023, before me, a Notary Public, came, who is known to me and who personally
acknowledged execution of the forging Planned Unit Development Agreement Concerning
Lot 7, SUNFLOWER COMMERCE PARK Addition.

NOTARY PUBLIC

My Appointment Expires: _____

BE IT KNOWN BY ALL PERSONS that on this _____ day of _____,
2023, before me, a Notary Public, came JOHN DOE, who is known to me to be the Mayor
of Bel Aire, Kansas and who personally acknowledged execution of the forging Planned
Unit Development Agreement Concerning Lot 7, SUNFLOWER COMMERCE PARK
Addition and MELISSA KREHBIEL, who is known to me to be the City Clerk of Bel Aire,
Kansas and who personally acknowledged attesting the signature of said MAYOR.

NOTARY PUBLIC

My Appointment Expires: _____