## AMENDED PLANNED UNIT DEVELOPMENT OF TIERRA VERDE SOUTH ADDITION

#### PLANNED UNIT DEVELOPMENT LEGAL DESCRIPTION

**LEGAL DESCRIPTION -**

TIERRA VERDE SOUTH ADDITION, A PLANNED UNIT DEVELOPMENT IN THE CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS.

#### PARCEL 1

#### **LEGAL DESCRIPTION-**

Lots 1, 4, 5, 6, 7, & 8, Block 1, and Lots 2, 3, & 4, Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) **NET AREA-** ± 38.0 acres

#### 2) GENERAL PROVISIONS-

a) Parcel 1 is subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas, as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by 'Exhibit A'.

#### 3) PERMITTED USES-

Parcel 1 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- a) "R-5" Garden and Patio Homes, Townhouse and Condominium District
- b) "R-6" Multi-Family District, and including:

- i) Single-Family
- ii) Duplexes
- iii) Garden & Patio Homes
- iv) Townhomes
- v) Condominiums
- vi) Multi-Family
- vii) Churches
- viii) Day-cares
- ix) Schools
- x) Leasing Offices
- xi) Playgrounds or Community Spaces
- xii) Accessory Structures as approved by the City Manager
- c) "C-1" Neighborhood Commercial Office and Retail District, and including:
  - i) Accessory structure as approved by the City Manager
  - ii) Special Events permits approved by the City Manager
- d) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including:
  - i) Accessory structure as approved by the City Manager
  - ii) Special Events permits approved by the City Manager

#### 4) MINIMUM SETBACKS-

Parcel 1 shall be subject to any building setback requirements as defined by the 2020 revised Bel Aire codified city code, for the respective use or underlying zoning district, unless otherwise stated below.

- a) FOR PERMITTED "R-5" AND "R-6" USES:
  - i) Front Building Setback Twenty-five feet (25')
  - ii) Side-Yard Building Setback Ten feet (10')
  - iii) Rear Building Setback Twenty feet (20')
  - \*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. \*
- b) FOR PERMITTED "C-1" AND "C-2" USES:
  - i) All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code.

#### 5) HEIGHT & AREA REGULATIONS-

a) Per Bel Aire City Code

#### 6) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

#### PARCEL 2

#### **LEGAL DESCRIPTION-**

Lot 3 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

**1) NET AREA-** ± 7.9 acres

#### 2) GENERAL PROVISIONS-

a) Parcel 2 is subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas, as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by 'Exhibit A'.

#### 3) PERMITTED USES-

Parcel 2 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- a) "R-5" Garden and Patio Homes, Townhouse and Condominium District
- b) "C-1" Neighborhood Commercial Office and Retail District, and including:
  - i) Accessory structure as approved by the City Manager
  - ii) Special Events permits approved by the City Manager
- c) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including:
  - i) Accessory structure as approved by the City Manager
  - ii) Special Events permits approved by the City Manager

#### 4) MINIMUM SETBACKS-

Parcel 2 shall be subject to any building setback requirements as defined by the 2020 revised Bel Aire codified city code, for the respective use or underlying zoning district, unless otherwise stated below.

- a) FOR PERMITTED "R-5" USES:
  - i) Front Building Setback Twenty-five feet (25')
  - ii) Side-Yard Building Setback Ten feet (10')

- iii) Rear Building Setback Twenty feet (20')
- \*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. \*
- b) FOR PERMITED "C-1" AND "C-2" USES:
  - i) All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code.

#### 5) HEIGHT & AREA REGULATIONS-

a) Per Bel Aire City Code

#### 6) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

#### PARCEL 3

#### **LEGAL DESCRIPTION-**

Lots 2 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 7.7 acres

#### 2) GENERAL PROVISIONS-

a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas, as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.

#### 3) PERMITTED USES-

Parcel 3 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code:

a) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development).

#### 4) MINIMUM SETBACKS-

a) Per the recorded plat of Tierra Verde South Addition and per Bel Aire City Code

#### 5) HEIGHT & AREA REGULATIONS-

a) Per Bel Aire City Code

#### 6) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

#### PARCEL 4

#### **LEGAL DESCRIPTION-**

Lots 1 Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 1.7 acres

#### 2) GENERAL PROVISIONS-

a) Parcel 4 is subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas, as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by 'Exhibit A'.

#### 3) PERMITTED USES-

Parcel 4 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code, including the following uses:

- b) "R-5" Garden and Patio Homes, Townhouse and Condominium District
- c) "R-6" Multi-Family District, and including:
  - i) Single-Family
  - ii) Duplexes
  - iii) Garden & Patio Homes
  - iv) Townhomes
  - v) Condominiums
  - vi) Multi-Family
  - vii) Churches
  - viii) Day-cares
  - ix) Schools
  - x) Leasing Offices
  - xi) Playgrounds or Community Spaces
  - xii) Accessory Structures per Bel Aire City Code
- d) "C-1" Neighborhood Commercial Office and Retail District, and including:
  - i) Accessory structure per Bel Aire City Code
  - ii) Special Events permits per Bel Aire City Code
- e) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including:

- i) Accessory structure per Bel Aire City Code
- ii) Special Events permits per Bel Aire City Code

#### 4) MINIMUM SETBACKS-

- a) Front Building Setback- Twenty-five feet (25')
- b) Side-Yard Building Setback- Twenty feet (20')
- c) Rear Building Setback Twenty feet (20')

The aforementioned side-yard and rear yard building setbacks shall remain at the distances established above in the event that any adjacent lot is developed with any permitted "C-2" Planned Commercial District uses.

- d) The minimum building separation distance shall be twelve feet (12') for the permitted "R-6" Multi-Family District uses of "Single-Family, Duplexes, and Garden & Patio Homes." All other uses permitted in the "R-6" Multi-Family District shall follow the minimum separation requirements as outlined in the Bel Aire City Code.
- e) The Minimum Parking Setback shall be the same as required front, side and rear yards.
- f) The Minimum Paving Setback shall be ten feet (10') from all interior property lines.

#### 5) HEIGHT & AREA REGULATIONS-

- a) The maximum building height shall be per Bel Aire City Code
- b) The Minimum Lot Area per Dwelling unit shall be two-thousand-nine-hundred-four square feet (2,904 sq ft.) allowing up to fifteen (15) dwelling units per acre.

#### 6) DEVELOPMENT & PERFORMANCE REGULATIONS-

- a) The Minimum Number of Required Parking spaces for all two-family dwellings shall be
   1.75 (spaces) per dwelling unit. No required parking is required to be enclosed.
- b) The Minimum Number of large deciduous shade or evergreen trees shall be required within the interior of each lot at a ratio of one (1) tree for every two-family dwelling
  - i) All other landscaping requirements shall be per Bel Aire City Code.

#### PARCEL 5

#### **LEGAL DESCRIPTION-**

Reserve "A", Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

1) NET AREA- ± 9.7 acres

#### 2) GENERAL PROVISIONS-

a) Parcel 5 is subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas, as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.

#### 3) PERMITTED USES-

- a) "Reserve "A" shall not be allowed any "R-6" Multi-family District uses. It shall be restricted to the "R-5" Garden and Patio Homes, Townhouse and Condominiums District, "C-1" Neighborhood Commercial Office & Retail District, and "C-2" Planned Commercial District."
- b) "Reserve A shall be reserved for entry monuments, landscape, irrigation, drainage and open space. Any changes to the Reserve shall be approved by the City to ensure that conveyance of storm water is preserved."

#### 4) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

#### PARCEL 6

#### **LEGAL DESCRIPTION-**

Reserves "B", "C", "D", "E", "F", "G", "H", "I", and "J", Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.

**1) NET AREA-** ± 7.7 acres

#### 2) GENERAL PROVISIONS-

a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas, as recorded at the Register of Deeds on the 21<sup>st</sup> day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.

#### 3) PERMITTED USES-

a) "Reserves B-J shall be reserved for entry monuments, landscape, irrigation, drainage, and open space. Any changes to the Reserves shall be approved by the City to ensure that conveyance of storm water is preserved."

#### 4) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

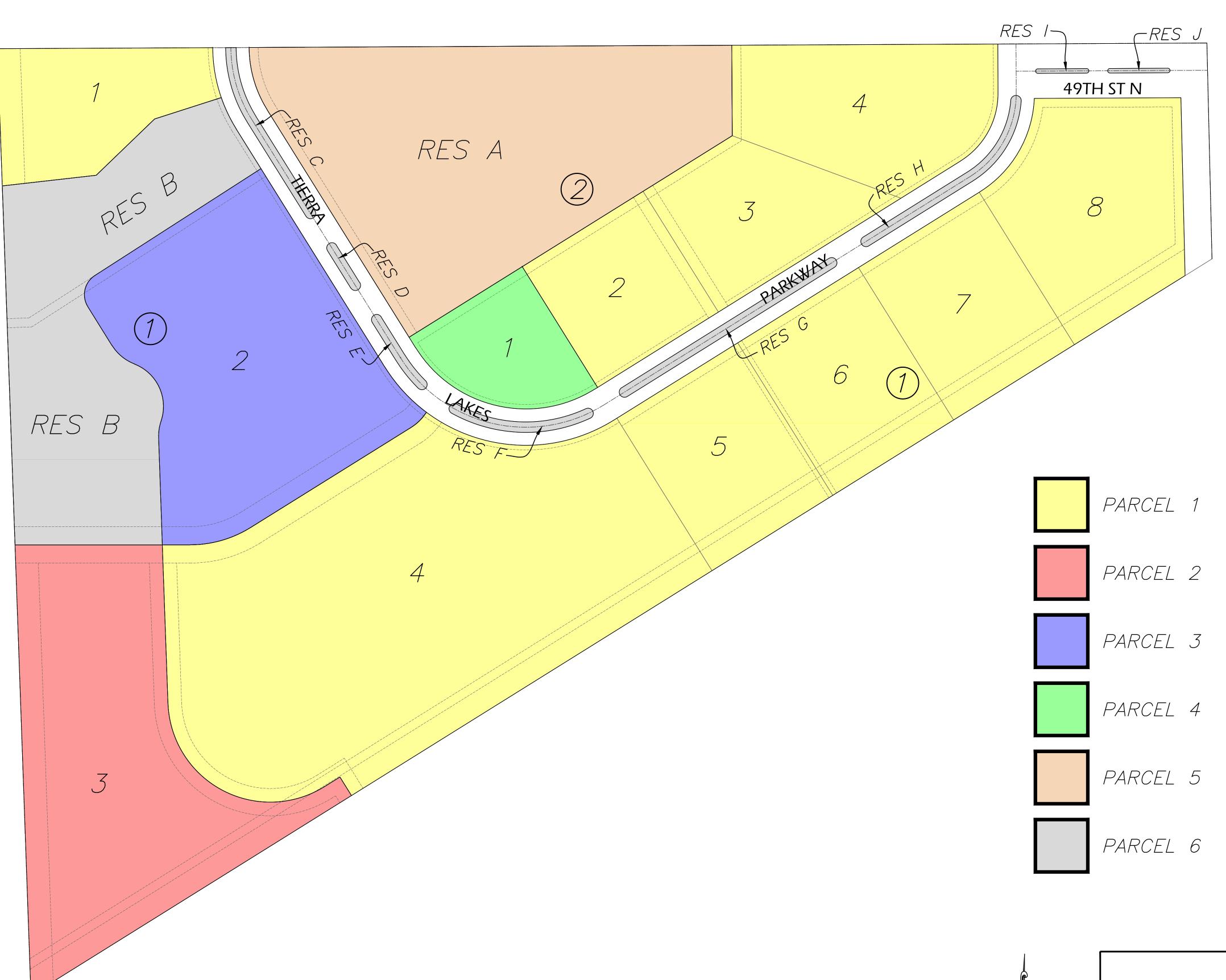
The terms and conditions of this Instrument, as set forth herein, shall be binding upon the City and the Developer, their successors, representatives, trustees, and assigns.

THIS INSTRUMENT is hereby executed on the	his day of	, 2025.
	NORTH WEBB, LLC	C, DEVELOPER
	By P. JOHN EC	K, MANAGER
THIS INSTRUMENT was approved by vote o	of the City Council of Bel Air	re, Kansas on the
day of, 2025 and is hereby ex	xecuted on this	day of
, 2025.		
1	MAYOR, JIM BENAGE	
SEAL		
ATTEST:		
CITY CLERK MELISSA KREHBIEI		

#### **ACKNOWLEDGEMENTS**

STATE OF KANSAS ) COUNTY OF SEDGWICK ) ss:	
BE IT KNOWN BY ALL PERSONS that on this day o before me, a Notary Public, came P. John Eck, Manager of North W liability company, who is known to me and who personally acknowled foregoing instrument concerning the TIERRA VERDE SOUTH ADD Aire, Kansas, for said limited liability company.	lebb, LLC, a Kansas limited edged execution of the
<u>-</u>	
	NOTARY PUBLIC
My Appointment Expires:	
STATE OF KANSAS ) COUNTY OF SEDGWICK ) ss:	
BE IT KNOWN BY ALL PERSONS that on this day of before me, a Notary Public, came Jim Benage, who is known to me Kansas and who personally acknowledged execution of the foregoin TIERRA VERDE SOUTH ADDITION PUD to the City of Bel Aire, Kansas and who is known to me to be the City Clerk of Bel Aire, Kansas and what attesting the signature of said Jim Benage.	to be the Mayor of Bel Aire , ng instrument concerning the ansas, and Melissa Krehbiel,
<u>-</u>	
	NOTARY PUBLIC
My Appointment Expires:	

# EXHIBIT 'A'



GENERAL PROVISIONS

(PER THE RECORDED PLAT OF TIERRA VERDE SOUTH ADDITION)

1. THIS AGREEMENT ESTABLISHES THE TERMS AND CONDITIONS FOR A PLANNED UNIT DEVELOPMENT ZONING DISTRICT. THE REQUIREMENTS CONTAINED IN THIS PUD 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 CITY ZONING AND SUBDIVISION REGULATIONS OF THE CITY.

2. 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 FINAL PLANNED UNIT DEVELOPMENT SITE PLAN, WHICH DELINEATES BUILDING LOCATIONS, AT THE TIME THE LOTS ARE DEVELOPED. SAID FINAL PLANNED UNIT DEVELOPMENT SITE PLAN (HEREIN THE "FINAL PUD SITE PLAN") SHALL BE APPROVED BY THE DEVELOPER AND BY THE CITY ENGINEER, ATTACHED HERETO AND MADE A PART HEREOF, AT THE TIME THE LOT IS DEVELOPED.

3. ALL ELECTRIC POWER, PARKING LOT LIGHTS, CABLE, STREET LIGHTS 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 TIERRA VERDE SOUTH 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 RIGHT—OF—WAYS OR EASEMENTS.

4. THE DEVELOPER SHALL INSTALL ALL IMPROVEMENTS DELINEATED ON THE FINAL PUD SITE PLAN, SAID IMPROVEMENTS INCLUDE, BUT ARE NOT LIMITED TO, STREETS, SIDEWALKS, WATER DISTRIBUTION SYSTEM, SANITARY SEWER SERVICE LINES, DETENTION PONDS, STORMWATER SEWER SYSTEM, DRIVEWAYS, LANDSCAPING, LIGHTING, AND UTILITIES. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LIABILITY FROM THE DAMAGES THAT MAY OCCURS DURING CONSTRUCTION BY ON BEHALF OF THE DEVELOPER. THE DEVELOPER SHALL PAY ONE HUNDRED PERCENT (100%) OF THE COST OF ALL IMPROVEMENTS DELINEATED ON THE PUD SITE PLAN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.

5. WHENEVER EXISTING SANITARY OR STORM WATER SEWERS, WATER LINES, DRAINAGE CHANNELS, CULVERTS, UNDERGROUND 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 THAT IT WAS NOT KNOWN AT THE TIME OF THE LOT SPLIT APPROVAL, THE DEVELOPER OF THE CONSTRUCTION IMPROVEMENTS SHALL PAY ONE HUNDRED (100%) OF THE COST OF IMPROVEMENTS. THE DEVELOPER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM ANY LIABILITY FROM THE DAMAGES THAT MAY OCCUR DURING CONSTRUCTION.

6. ALL EASEMENTS RECORDED ON THE FACE OF THE FINAL PLAT OF TIERRA VERDE SOUTH ADDITION, AN 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(S) FOR DRIVEWAYS ,PARKING AND LANDSCAPING, AS DELINEATED ON THE FINAL PUD SITE PLAN. SAID IMPROVEMENTS WILL BE APPROVED DURING THE CONSTRUCTION PLAN REVIEW PHASE FOR EACH BUILDING AND/OR LOT DEVELOPMENT. SAID IMPROVEMENTS ARE SUBJECT TO REMOVAL FOR ACCESS TO UTILITIES AT OWNER'S EXPENSE.

7. THE DEVELOPER SHALL PREPARE A LANDSCAPE AND STORM DRAINAGE PLAN, WHICH SHALL ADDRESS THE EFFECT OF CHANGES TO THE NATURAL ENVIRONMENT AND INCREASED DRAINAGE. SAID LANDSCAPE AND STORM DRAINAGE PLAN SHALL BE APPROVED BY THE CITY ENGINEER, ATTACHED HERETO, AND MADE A PART HEREOF AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED. 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.

8. THE DEVELOPER SHALL PREPARE A SIGNAGE PLAN THAT SHALL INCLUDE ALL FREE STANDING BUILDING SIGNAGE, WHICH SHALL BE APPROVED BY THE CITY ADMINISTRATOR, ATTACHED HERETO AND MADE A PART HEREOF AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.

9. OUTDOOR LIGHTING SOURCES SHALL EMPLOY CUTOFF LUMINARIES TO MINIMIZED LIGHT TRESPASS AND GLARE, AND SHALL BE MOUNTED AT A HEIGHT NOT EXCEEDING ONE—HALF THE DISTANCE FROM THE NEIGHBORING LOTS, UNLESS EVIDENCE IS PROVIDED TO THE SATISFACTION OF THE ZONING ADMINISTRATOR THAT THE LIGHT SOURCE WILL BE AIMED OR SHIELDED SUCH THAT THE LIGHT SOURCE IS NOT VISIBLE FROM THE NEIGHBORING LOTS.

10. IF SCREENING EXISTS ON ANY SIDE OF A DEVELOPING PROPERTY LINE THAT MEETS OR EXCEEDS THE STANDARDS OF THE ZONING CODE, ADDITIONAL SCREENING SHALL NOT BE REQUIRED. HOWEVER, IF AT ANY TIME THE EXISTING SCREENING FAILS TO MEET THE REQUIREMENTS OF THE ZONING CODE, COMPLIANCE SHALL BE ATTAINED BY THE PROPERTY OWNERS OF THE LOT, IN THE PUD WHICH FAILS TO MEET THESE REQUIREMENTS.

11. THE DEVELOPER SHALL ENCLOSE OR CAUSE TO BE ENCLOSED ALL TRASH AND RECYCLING CONTAINERS AND SIMILAR EQUIPMENT AS SET FORTH IN THE FINAL PUD SITE PLAN AS APPROVED BY THE CITY ENGINEER AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED.

12. IN ACCORDANCE WITH THE APPROVED FINAL PUD SITE PLAN, THE CITY SHALL REQUEST INSTALLATION OF NECESSARY STREET LIGHTS BY DEVELOPER'S CONTRACTOR AND THE DEVELOPER SHALL INSTALL PARKING LOT, BUILDING LIGHTING AND SECURITY FIXTURES AS PROVIDED IN THE FINAL PUD SITE PLAN.

13. ANY REQUIRED SANITARY SEWER MAINS REQUIRED TO BE INSTALLED IN ADDITION TO THOSE MENTIONED IN #4, WILL BE THE DEVELOPER'S RESPONSIBILITY TOP CONTRACT, ENGINEER AND SHALL BE INSTALLED PER CITY STANDARDS. SAID NEW IMPROVEMENTS SHALL BE DEDICATED BY THE DEVELOPER TO THE CITY UPON APPROVAL BY THE CITY ENGINEER. THE COST OF ANY REQUIRED SANITARY SEWER MAINS SHALL BE PAID TO THE CITY AT THE TIME THE PERMIT IS APPROVED.

14. DEVELOPER SHALL CONSTRUCT A WATER SERVICE LINE TO EACH LOT. THE LOCATION OF SUCH TAP SHALL BE SHOWN ON THE FINAL PUB SITE PLAN AS APPROVED BY THE CITY ENGINEER.

15. NO DEMOLITION, SITE CLEARANCE OR CONSTRUCTION SHALL COMMENCE ON ANY PORTION OF THE TRACT OF LAND HEREIN REFERRED TO AS TIERRA VERDE SOUTH ADDITION, WITHOUT THE DEVELOPER, OR ITS DESIGNATED BUILDER, HAVING FIRST OBTAINED THE PROPER PERMITS FOR THE CITY. NO OCCUPANCY WILL BE ALLOWED OF ANY BUILDING ON SAID PROPERTY WITHOUT A VALID OCCUPANCY PERMIT FROM THE CITY.

16. A SPECIFIC PURPOSE OF THIS AGREEMENT IS TO ASSURE THAT THE NECESSARY IMPROVEMENTS ARE IN PLACE TO SUPPORT DEVELOPMENT OF THE LOTS OF LAND HEREIN REFEREED TO AS TIERRA VERDE SOUTH ADDITION. 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 THE DEVELOPMENT OF SAID PROPERTY.

17. THE DEVELOPER SHALL FILE WITH THE SEDGWICK COUNTY REGISTER OF DEEDS AN EXECUTED COPY OF THIS AGREEMENT INCLUDING THE ATTACHMENTS OF THE FINAL PUD SITE PLAN, THE LANDSCAPE AND DRAINAGE PLAN AND THE SIGNAGE PLAN ALL AS APPROVED BY THE CITY OR GOVERNING BODY.

18. UPON FULL EXECUTION HEREOF AND UPON ATTACHMENT OF THE PUD SITE PLAN, THE LANDSCAPE PLAN, THE DRAINAGE PLAN, AND THE SIGNAGE PLAN, ALL APPROVED AS PROVIDED HEREIN AT THE TIME EACH INDIVIDUAL LOT IS DEVELOPED, 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.



SCALE: 1 INCH = 120 FEET

### **PUD EXHIBIT**

## TIERRA VERDE SOUTH ADDITION

BEL AIRE, KS

DATE KEM PROJ. DRAWN DESIGN KEM

DRAWN DESIGNED KEM SHEET 1.0