SECOND AMENDMENT TO THE PLANNED UNIT DEVELOPMENT AGREEMENT CONCERNING THE DEVELOPMENT OF THE TIERRA VERDE SOUTH ADDITION TO THE CITY OF BEL AIRE, KANSAS

THIS Second Amendment to the Planned Unit Development Agreement Concerning the Development of Tierra Verde South Addition, (hereinafter referred to as the "SECOND AMENDMENT"), is made and entered into this 20th day of May, 2025, by and between: the City of Bel Aire, Kansas, a municipal corporation, (hereinafter referred to as the "CITY"), and Tierra Webb Properties, LLC, a domestic limited liability company, (hereinafter referred to as "PROPERTY OWNER 1") and ME Enterprises IV, LLC, a domestic limited liability company, (hereinafter referred to as "PROPERTY OWNER 2") and AH Property, INC., a domestic forprofit corporation, (hereinafter referred to as "PROPERTY OWNER 3") and North Webb, LLC., a domestic limited liability company, (hereinafter referred to as "PROPERTY OWNER 4"), and the City of Bel Aire Land Bank, a municipal corporation, (hereinafter referred to as "PROPERTY OWNER 5"). PROPERTY OWNER 1, PROPERTY OWNER 2, PROPERTY OWNER 3, PROPERTY OWNER 4, and PROPERTY OWNER 5 are collectively, (hereinafter referred to as the PROPERTY OWNERS").

WHEREAS, the PROPERTY OWNERS currently own certain real property located within the Tierra Verde Planned Unit Development, (hereinafter referred to as the "TIERRA VERDE PUD"); and

WHEREAS, the TIERRA VERDE PUD was created in 2009 and amended on April 2, 2024; and

WHEREAS, PROPERTY OWNER 4 is the only owner of Parcel 4, Lot 1, Block 2, (hereinafter referred to as the "SUBJECT LOT") which is located within the TIERRA VERDE PUD. PROPERTY OWNER 4 filed an application to amend the allowed density of units, minimum setbacks, height and area regulations, parking, and landscape requirements of the SUBJECT LOT within the TIERRA VERDE PUD, as more particularly described and updated in this SECOND AMENDMENT; and

WHEREAS, the CITY published notification of the public hearing in the official city newspaper and notified all PROPERTY OWNERS on March 20, 2025. The public hearing was held on April 10, 2025. None of the PROPERTY OWNERS appeared or shared any objections.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the CITY and PROPERTY OWNERS agree as follows:

PURPOSE. This SECOND AMENDMENT is necessary to address the application from

41 PROPERTY OWNER 4 to amend the zoning requirements of the SUBJECT LOT within the 42 TIERRA VERDE PUD, in the CITY. 43 44 Lots 1 Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS. 45 46 PARCEL 1 47 LEGAL DESCRIPTION-48 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. 49 50 1) NET AREA- \pm 38.0 acres 51 2) GENERAL PROVISIONSa) Parcel 1 is subject to all General Provisions as outlined in the Final Plat of Tierra 52 Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick 53 County, Kansas, as recorded at the Register of Deeds on the 21st day of September, 54 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are 55 also outlined herein by 'Exhibit A'. 56 57 3) PERMITTED USES-58 Parcel 1 shall have the uses permitted in the following districts, as defined in the 2020 59 revised Bel Aire codified city code, including the following uses: a) "R-5" Garden and Patio Homes, Townhouse and Condominium District 60 b) "R-6" Multi-Family District, and including: 61 62 i) Single-Family 63 ii) Duplexes iii) Garden & Patio Homes 64 65 iv) Townhomes v) Condominiums 66 67 vi) Multi-Family vii) Churches 68 viii) Day-cares 69 70 ix) Schools x) Leasing Offices 71 xi) Playgrounds or Community Spaces 72

xii) Accessory Structures as approved by the City Manager

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g setbacks
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107 108 109 110 111		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 st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by 'Exhibit A'.						
112	3)	PERMITTED USES-						
113 114		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:						
115		a) "R-5" Garden and Patio Homes, Townhouse and Condominium District						
116		b) "C-1" Neighborhood Commercial Office and Retail District, and including:						
117		i) Accessory structure as approved by the City Manager						
118		ii) Special Events permits approved by the City Manager						
119 120		c) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including:						
121		i) Accessory structure as approved by the City Manager						
122 123		ii) Special Events permits approved by the City Manager						
124 125	4)	MINIMUM SETBACKS-						
126 127 128		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.						
129		a) FOR PERMITTED "R-5" USES:						
130		i) Front Building Setback – Twenty-five feet (25')						
131		ii) Side-Yard Building Setback – Ten feet (10')						
132		iii) Rear Building Setback – Twenty feet (20')						
133 134		*NOTE: The building setbacks listed above are NOT in lieu of any building setbacks platted in Tierra Verde South Addition. *						
135		b) FOR PERMITED "C-1" AND "C-2" USES:						
136 137		 All building setbacks shall be per the recorded plat of Tierra Verde South Addition, and per Bel Aire City Code. 						
138	5)	HEIGHT & AREA REGULATIONS-						
139		a) Per Bel Aire City Code						
140	6)	DEVELOPMENT & PERFORMANCE REGULATIONS-						

141	a) Per Bel Aire City Code						
142 143	DADCEL 2						
144	LEGAL DESCRIPTION-						
145		ts 2 Block 1, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.					
146	1) NET AREA- ± 7.7 acres						
147	2)	GENERAL PROVISIONS-					
148 149 150 151 152		a) Parcel 6 is subject to all General Provisions as outlined in the Final Plat of <i>Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas</i> , as recorded at the Register of Deeds on the 21 st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in 'Exhibit A'.					
153	3)	PERMITTED USES-					
154 155		Parcel 3 shall have the uses permitted in the following districts, as defined in the 2020 revised Bel Aire codified city code:					
156 157		a) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development).					
158	4)	MINIMUM SETBACKS-					
159	a) Per the recorded plat of Tierra Verde South Addition and per Bel Aire City Code						
160	5)	HEIGHT & AREA REGULATIONS-					
161		a) Per Bel Aire City Code					
162	6)	DEVELOPMENT & PERFORMANCE REGULATIONS-					
163		a) Per Bel Aire City Code					
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165	PA	RCEL 4					
166	LEGAL DESCRIPTION-						
167	Lots 1 Block 2, Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.						
168	1) NET AREA- \pm 1.7 acres						
169	2)	GENERAL PROVISIONS-					
170 171 172 173 174		a) Parcel 4 is subject to all General Provisions as outlined in the Final Plat of <i>Tierra Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick County, Kansas</i> , as recorded at the Register of Deeds on the 21 st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by 'Exhibit A' .					

175 3) PERMITTED USES-Parcel 4 shall have the uses permitted in the following districts, as defined in the 2020 176 177 revised Bel Aire codified city code, including the following uses: b) "R-5" Garden and Patio Homes, Townhouse and Condominium District 178 c) "R-6" Multi-Family District, and including: 179 180 i) Single-Family ii) Duplexes 181 182 iii) Garden & Patio Homes 183 iv) Townhomes 184 v) Condominiums 185 vi) Multi-Family 186 vii) Churches 187 viii) Day-cares 188 ix) Schools 189 x) Leasing Offices 190 xi) Playgrounds or Community Spaces 191 xii) Accessory Structures per Bel Aire City Code 192 d) "C-1" Neighborhood Commercial Office and Retail District, and including: i) Accessory structure per Bel Aire City Code 193 ii) Special Events permits per Bel Aire City Code 194 195 e) "C-2" Planned Commercial District ("C-2" uses require a PUD amendment unless approved with the Master Plan for this development), and including: 196 i) Accessory structure per Bel Aire City Code 197 198 ii) Special Events permits per Bel Aire City Code 199 4) MINIMUM SETBACKS-200 a) Front Building Setback- Twenty-five feet (25') 201 b) Side-Yard Building Setback- Twenty feet (20') 202 c) Rear Building Setback – Twenty feet (20') 203 The aforementioned side-yard and rear yard building setbacks shall remain at the distances 204 established above in the event that any adjacent lot is developed with any permitted "C-2" Planned Commercial District uses. 205

- 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.
- 211 f) The Minimum Paving Setback shall be ten feet (10') from all interior property lines.

212 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-hundredfour square feet (2,904 sq ft.) allowing up to fifteen (15) dwelling units per acre.

216 6) DEVELOPMENT & PERFORMANCE REGULATIONS-

- 217 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.

224225 PARCEL 5

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226 LEGAL DESCRIPTION-

- 227 Reserve "A", Tierra Verde South Addition, Bel Aire, Sedgwick County, KS.
- 228 **1) NET AREA-** \pm 9.7 acres

229 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 21st 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."

243 4) DEVELOPMENT & PERFORMANCE REGULATIONS-

a) Per Bel Aire City Code

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- 247 **PARCEL 6**
- 248 LEGAL DESCRIPTION-
- Reserves "B", "C", "D", "E", "F", "G", "H", "I", and "J", Tierra Verde South Addition, Bel
- 250 Aire, Sedgwick County, KS.
- 251 **1) NET AREA-** \pm 7.7 acres
- 252 **2) GENERAL PROVISIONS-**
- 253 **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 21st day of September, 2009. (Recording Info. DOC#/FLM-PG: 29092138). Said General Provisions are also outlined hereon in **'Exhibit A'**.
- 258 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

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265 **CONTINGENT APPROVAL.** This SECOND AMENDMENT is contingent upon all PROPERTY OWNERS signing in agreement. In the event, all signatures are not obtained within (30) days of CITY approval, this SECOND AMENDMENT shall become null and void.

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- 269 **RECORDING**. PROPERTY OWNER 4 shall file an executed copy of this SECOND
- 270 AMENDMENT with the Sedgwick County Register of Deeds within (14) days of obtaining
- signatures from all PROPERTY OWNERS and within (14) days of filing, shall provide City Clerk
- with a file-stamped copy as proof of filing, or the request shall be considered denied and closed.
- 273 A copy of this SECOND AMENDMENT showing said recording along with a copy of the
- 274 recorded plat shall be furnished by the PROPERTY OWNER 4 and/or DEVELOPER to the
- 275 general contractor before building permits are issued.

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- 277 **BINDING**. The terms and conditions of this SECOND AMENDMENT, as set forth herein, shall
- 278 be binding upon the CITY, PROPERTY OWNERS, the DEVELOPER, their successors,
- 279 representatives, trustees, and assigns.

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Signed by the Mayor on this day of May, 2025.	
285 CITY OF BEL AIRE, KAN	NSAS (CITY)
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Jim Benage, Mayor	
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291 ATTEST: APPROVED AS TO FORM	М:
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295 Melissa Krehbiel, City Clerk Maria A. Schrock, City Atte 296	orney
297 298 STATE OF KANSAS) 299) ss:	
300 COUNTY OF SEDGWICK)	
301 302 BE IT REMEMBERED, that on the day of, 2025, but the control of the City of Bel Aire, which was a sum of the control of the City of Bel Aire, known to be the same person who executed the foregoing instrument of writing duly acknowledged to me the execution of the same, for and on behalf, and as the city. 307	Kansas, to me and such person
IN WITNESS WHEREOF, I have hereunto subscribed my name and aff seal, the day and year last above written.	ixed my official
311 312	
313 Notary Public	
314	
315 My Appointment Expires:	
316 317 (Exhibit A attached)	

318	Signed by PROPERTY	OWNER 1 o	on this	day of	, 2025.
319 320			Tierra Web	bb Properties, LLC.	
321					
322					
323					
324 325 326 327 328			Signature		
329 330 331 332 333			Printed Na	me, P. John Eck	
334 335 336 337			Title		
338 339	STATE OF KANSAS)	ss:		
340 341	COUNTY OF SEDGWICK)			
342 343 344 345 346 347 348 349 350 351 352 353	BE IT REMEMBERED, undersigned, a Notary Public, came known to be the same person person duly acknowledged to mideed of the City. IN WITNESS WHEREO seal, the day and year last above	ame John Ec n who execute the execution OF, I have he	k, Managing ted the foregion of the sa	g Member of Tierra Wegoing instrument of wrame, for and on behalf,	ebb Properties, to iting and such and as the act and
354 355 356	My Appointment Expires:		_		
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360	Signed by PROPERTY C	OWNER 2 or	n this	day of	, 2025.
361 362			MF Enterr	orises IV, LLC.	
			WIE EINER	prises IV, EEC.	
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366			Signature		
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371			Printed Na	ame, Masoud Etezazi	
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379	STATE OF KANSAS)			
380	COLINTY OF GED CWICK)	ss:		
381 382	COUNTY OF SEDGWICK)			
383	BE IT REMEMBERED,	that on the	dax	7 of 2024	5 hafora ma tha
384	undersigned, a Notary Public, car		•		
385	me known to be the same person				
386	person duly acknowledged to me				
387	deed of the City.		on or the st	anie, for and on ochan	, and as the act and
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389	IN WITNESS WHEREO	F, I have her	reunto sub	scribed my name and	affixed my official
390	seal, the day and year last above	written.		•	-
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394			No	otary Public	
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396	My Appointment Expires:		_		
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401	Signed by PROPERTY O	OWNER 3	on this	day of	, 2025.
402			A I I Duomo	man INC	
403			AH Prope	erty, INC.	
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407			Signature		
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419	STATE OF KANSAS)			
420)	ss:		
421	COUNTY OF SEDGWICK)			
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423	BE IT REMEMBERED,	that on the	e day	y of, 2025	5, before me, the
424	undersigned, a Notary Public, ca	me Alan H	Isu, Presidei	nt of AH Property, Inc	., to me known to be
425	the same person who executed th	ne foregoin	g instrumen	at of writing and such p	person duly
426	acknowledged to me the execution	on of the sa	ame, for and	on behalf, and as the	act and deed of the
427	City.				
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429	IN WITNESS WHEREO	F, I have h	nereunto sub	scribed my name and	affixed my official
430	seal, the day and year last above	written.		·	·
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434			No	otary Public	
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436	My Appointment Expires:				
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441	Signed by PROPERTY O	WNER	4 on this	day of	, 2025.
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443			North Webb	o, LLC.	
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447			Signature		
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460	STATE OF KANSAS)			
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462	COUNTY OF SEDGWICK)			
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464	BE IT REMEMBERED, the		•		
465	undersigned, a Notary Public, can				
466	known to be the same person who				
467	duly acknowledged to me the exec	cution o	t the same, for	and on behalf, and a	is the act and deed of
468	the City.				
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472 473					
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475			Note	ary Public	
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477	My Appointment Expires:				
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481	Signed by PROPERTY OWN	NER 5 on	this	day of	, 2025.
482 483		(City of Bel Ai	re Land Bank	
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487 488 489 490 491		Š	Signature		
492 493 494 495		Ī	Printed Name,	Jim Benage	
496 497		-	Γitle, Land Ba	nk Chairman	
498					
499 500 501 502	STATE OF KANSAS COUNTY OF SEDGWICK)	ss:		
503 504 505 506 507 508 509	BE IT REMEMBERED, that undersigned, a Notary Public, came Land Bank, Bel Aire, Kansas, to me instrument of writing and such personand on behalf, and as the act and deep and on behalf, and as the act and deep and on behalf.	Jim Bena e known to on duly ac ed of the O	ge, Land Ban be the same knowledged t City.	k Chairman of the C person who execute to me the execution	City of Bel Aire ed the foregoing of the same, for
510 511 512 513 514	IN WITNESS WHEREOF, I seal, the day and year last above wri		eunto subscril	oed my name and a	ffixed my official
515			Notary	Public	
516 517	My Appointment Expires:				