

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0

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

PROPERTY OWNER 4 to amend the zoning requirements of the SUBJECT LOT within the TIERRA VERDE PUD, in the CITY.

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

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 21st 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 21st 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 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 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 21st 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 21st day of September, 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are also outlined herein by ‘**Exhibit A**’.

175 **3) PERMITTED USES-**

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

- 178 b) “R-5” Garden and Patio Homes, Townhouse and Condominium District
- 179 c) “R-6” Multi-Family District, and including:
- 180 i) Single-Family
- 181 ii) Duplexes
- 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:
- 193 i) Accessory structure per Bel Aire City Code
- 194 ii) Special Events permits per Bel Aire City Code
- 195 e) “C-2” Planned Commercial District (“C-2” uses require a PUD amendment
196 unless approved with the Master Plan for this development), and including:
- 197 i) Accessory structure per Bel Aire City Code
- 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”
205 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 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-**

- 244 a) Per Bel Aire City Code
245

246
247 **PARCEL 6**

248 **LEGAL DESCRIPTION-**

249 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- ± 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*
254 *Verde South Addition, A Planned Unit Development in the City of Bel Aire, Sedgwick*
255 *County, Kansas*, as recorded at the Register of Deeds on the 21st day of September,
256 2009. (Recording Info. – DOC#/FLM-PG: 29092138). Said General Provisions are
257 also outlined hereon in ‘**Exhibit A**’.

258 **3) PERMITTED USES-**

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

262 **4) DEVELOPMENT & PERFORMANCE REGULATIONS-**

- 263 a) Per Bel Aire City Code
264

265 **CONTINGENT APPROVAL.** This SECOND AMENDMENT is contingent upon all
266 PROPERTY OWNERS signing in agreement. In the event, all signatures are not obtained within
267 (30) days of CITY approval, this SECOND AMENDMENT shall become null and void.
268

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
271 signatures from all PROPERTY OWNERS and within (14) days of filing, shall provide City Clerk
272 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.
276

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.

PASSED and ADOPTED by the Governing Body of the City of Bel Aire, Kansas on this 20th day of May, 2025.

Signed by the Mayor on this _____ day of May, 2025.

CITY OF BEL AIRE, KANSAS (CITY)

Jim Benage, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa Krehbiel, City Clerk

Maria A. Schrock, City Attorney

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Jim Benage, Mayor of the City of Bel Aire, Kansas, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

(Exhibit A attached)

Signed by PROPERTY OWNER 1 on this _____ day of _____, 2025.

Tierra Webb Properties, LLC.

Signature

Printed Name, P. John Eck

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came John Eck, Managing Member of Tierra Webb Properties, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Signed by PROPERTY OWNER 2 on this _____ day of _____, 2025.

ME Enterprises IV, LLC.

Signature

Printed Name, Masoud Etezazi

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Masoud Etezazi, Member of ME Enterprises IV, LLC., to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Signed by PROPERTY OWNER 3 on this _____ day of _____, 2025.

AH Property, INC.

Signature

Printed Name, Alan Hsu

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came Alan Hsu, President of AH Property, Inc., to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

Signed by PROPERTY OWNER 4 on this _____ day of _____, 2025.

North Webb, LLC.

Signature

Printed Name, P. John Eck

Title

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on the _____ day of _____, 2025, before me, the undersigned, a Notary Public, came P. John Eck, Managing Member of North Webb, LLC, to me known to be the same person who executed the foregoing instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires: _____

