

### **THIRD AMENDMENT TO SETTLEMENT, WAIVER AND RELEASE AGREEMENT**

THIS THIRD AMENDMENT TO SETTLEMENT, WAIVER AND RELEASE AGREEMENT (this "Amendment") is made and entered into as of the 15th day of November, 2022 ("Effective Date"), by and between the CITY OF BEAUMONT, CALIFORNIA, a general law city ("City") and Mozafar Behzad, Hamid Roknian and Rozita Roknian, as tenants in common, ("Owner"), with reference to the following facts and circumstances. City and Owner may hereinafter be referred to individually as "Party" and collectively as "Parties."

#### **RECITALS**

- A. The Parties entered into that certain SETTLEMENT, WAIVER AND RELEASE AGREEMENT ("Agreement") dated November 17, 2020.
- B. The Parties entered into an Amendment to the Agreement on or about February 2, 2021 and entered into a Second Amendment to the Agreement in or about February 2022.
- C. Owner has requested an additional amendment to the Agreement setting forth the terms and conditions set forth herein.
- D. The Parties wish to amend the terms of the Agreement as provided in this Third Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises and covenants hereinafter set forth, the Agreement is amended as follows:

#### **AGREEMENT**

1. Except as otherwise set forth in this Agreement, Owner shall develop the Property in compliance with applicable provisions of the Beaumont Municipal Code for residential single-family homes and residential single-family zone development standards.
2. Pad elevations on two story homes shall be at least 16 feet below the top of the six-foot block wall at the rear of the lots along Manzanita Park Road and the South and West subdivision boundaries. Buildings shall not exceed 28 feet in height.
3. The minimum lot area for lots within the Property shall be 7,200 square feet.
4. All lots within the Property shall provide a minimum 20 feet front setback for one- or two-story structures from the public right of way to the house. In no event shall a residence be situated in such a manner as to result in a distance of less than 20 feet between the back of the sidewalk and the face of the garage door.
5. All lots shall provide a minimum 15 feet average flat rear yard setback for one- or two-story structures and no less than 20 feet rear yard setback to a property line.
6. The number of two-story single family residential homes on the Property shall not exceed 45.

7. Except as the conditions of approval are amended herein, all conditions of approval for development of the Property, as set forth in attachment "A" hereto, shall remain in full force and effect.
8. Owner shall not request any further modifications to this Agreement or the conditions of approval for development of the property.
9. Except as amended herein, all other terms of the Agreement and any amendments thereto shall remain in full force and effect. Owner shall not request or be granted any further extensions of the time to complete its application and cause the recordation of the Final Tract Map.

IN WITNESS WHEREOF, the undersigned each has executed this Amendment as of the Effective date.

\_\_\_\_\_  
MOZAFAR BEHZAD, Owner

\_\_\_\_\_  
HAMID ROKNIAN, Owner

\_\_\_\_\_  
ROZITA ROKNIAN, Owner

CITY OF BEAUMONT

By: \_\_\_\_\_  
LLOYD WHITE, Mayor