

RECORDING REQUESTED BY:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave., 3rd Floor
San Bernardino, CA 92415-0180

WHEN RECORDED MAIL TO:
Same as above

Project: Lytle Development
Parcel No: 0239-031-57 (ptn)
Department Code: 11500

**SLOPE AND FUEL
MODIFICATION
EASEMENT**

APN: (ptn) 0239-031-57
Date: February 27, 2026

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922
 computed on full value of property conveyed, or
 computed on full value less liens and encumbrances remaining at the time of sale
 Unincorporated Area City

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **SAN BERNARDINO COUNTY**, a body corporate and politic of the state of California, hereinafter referred to as "**Grantor**", does hereby grant to **PHARRIS SYCAMORE FLATS, LLC, a California limited liability company**, hereinafter referred to as "**Grantee**", a non-exclusive easement (hereinafter "easement" or "grant"), subject to the terms herein, " over certain portions of Grantor's real property ("**Fee Property**"), situated in the County of San Bernardino, State of California, which portions total approximately 11,855 square feet and comprise: (i) an area of approximately 2,165 square feet and an area of approximately 363 square feet (collectively, "**Slope Easement Property**") for the installation and maintenance of Slope Improvements (as later defined), as said areas are more particularly described in Exhibit "A", Legal Description attached hereto and made a part hereof, and shown on Exhibit "B" , Plat, attached hereto and made a part hereof, and (ii) an area of approximately 9,327 square feet ("**Fuel Modification Easement Property**") for Fuel Modification Activities (as later defined), as said area is more particularly described in Exhibit "C", Legal Description attached hereto and made a part hereof, and shown on Exhibit "D" Plat, attached hereto and made a part hereof. Unless individually referred to, the Slope Easement Property and the Fuel Modification Easement Property shall collectively be referred to as the "**Easement Property**".

This easement is granted subject to all permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens and claims of title, whether on record or not, which may affect said Easement Property. The use of the word "grant" herein shall not imply any warranty on the part of the Grantor with respect to the Easement Property.

Mail Tax Statement As Directed Above

This easement is also subject to the following terms, conditions and restrictions:

1. "Slope Improvements" shall mean: grading, site disturbance, drainage installation, or other improvements in accordance with this easement that are located within the Slope Easement Property.
2. "Fuel Modification Activities" shall mean vegetation management, brush clearance, wildfire mitigation activities, and related maintenance activities within the Fuel Modification Easement Property.
3. This easement is subject to the Grantor's superior right to use the Easement Property, and Grantor reserves to itself and its successors and assigns a continuing right to use and make any improvements to the Easement Property for Grantor's use.
4. Grantor may grant further permits, agreements, licenses, leases, easements, reservations, restrictions, terms, conditions, covenants, encumbrances, liens, or other rights over the Easement Property (or portions thereof) for the benefit of other entities not parties to this grant, provided that such further grants do not materially and adversely interfere with Grantee's use of the Easement Property, as determined by Grantor in its sole discretion, exercised reasonably.
5. Prior to Grantee commencing any Slope Improvements pursuant to this grant, Grantee shall submit all plans and specifications for such improvements to Grantor for Grantor's review and approval, with Grantor to issue to Grantee a permit, as applicable, if such plans and specifications are approved by Grantor in Grantor's sole discretion, exercised reasonably. The Grantor's approval for any Slope Improvements does not give Grantee any rights to perform further Slope Improvements within the Slope Easement Property without first obtaining subsequent consent(s), and as applicable, any additional permit(s) from Grantor pursuant to the above-stated requirements and conditions.
6. Grantee shall be responsible for securing and maintaining all necessary permits and approvals from appropriate local, state and federal agencies and shall comply with all applicable laws and regulations concerning Grantee's use of the Easement Property and any Slope Improvements on the Slope Easement Property. Grantor shall have no obligation to monitor Grantee's compliance with any permits and approvals from other local, state and federal agencies, regarding Grantee's Slope Improvements or Fuel Modification Activities.
7. Any Slope Improvements constructed and maintained by or on behalf of Grantee on the Slope Easement Property shall be designed and maintained and any Fuel Modification Activities shall be performed so as not to interfere with or impede Grantor's use of the Easement Property or the Fee Property or any existing or future public improvements located thereon nor shall any Slope Improvements cause ponding, flooding, diversions or concentration of flows, or cause damages on the Easement Property or Fee Property or any third party-owned real property. Grantee's construction and maintenance of all Slope Improvements shall be in accordance with the plans approved by Grantor pursuant to paragraph 5 and shall meet all applicable construction and engineering standards and laws.

8. Grantee shall not change the existing grade, modify the topography, alter drainage patterns, or create any condition that diminishes the stability of the Easement Property or the Fee Property without the prior written consent of Grantor (in Grantor's sole discretion), except as expressly authorized under this easement.
9. Grantee shall at all times, and at its sole cost and expense, maintain the Easement Property, including (but not limited to) all Slope Improvements constructed (or caused to be constructed) by Grantee and/or its agents on the Slope Easement Property, in good order, condition, and repair, Grantee shall further keep the Easement Property free of trash, debris, weeds, graffiti, and unauthorized uses and encroachments.
10. Grantor shall at all times have free and clear access through and over the Easement Property (except as temporarily approved by Grantor during periods of Grantee's construction and/or maintenance).
11. Any costs incurred by Grantor for Grantor's use of the Easement Property attributable to the presence of Grantee's respective use of the Easement Property or the Slope Improvements on the Slope Easement Property, as determined by Grantor in its sole discretion, shall be borne by Grantee at Grantee's sole cost. In the event Grantor requires that any Slope Improvement installed by Grantee within the Slope Easement Property be relocated, modified, or protected due to Grantor's existing or future use of the Slope Easement Property or the Fee Property, Grantee shall promptly relocate, modify, or protect such improvements as directed by Grantor and Grantee shall bear, at its sole expense, all such relocation, modification and protection costs. Notwithstanding the foregoing, except in cases of emergency as determined by Grantor in its sole discretion when no notice shall be required, Grantor shall provide Grantee with written notice to complete such relocation, modification or protection, and such work shall be completed by Grantee within 180 days after the date of Grantor's notice.
12. Any and all Slope Improvements to be constructed and maintained and any Fuel Modification Activities to be performed in accordance with this easement shall be at Grantee's sole cost and expense. Grantor shall not be required to contribute any portion of the costs associated with Grantee's Slope Improvements or Grantee's use of the Easement Property. If Grantor is included in an assessment district to pay such costs, Grantee shall promptly reimburse Grantor for any assessment therefore levied upon it upon Grantor demand.
13. Grantee agrees to indemnify, defend (with counsel reasonably approved by Grantor) and hold harmless the Grantor and its authorized officers, employees, agents and volunteers (Indemnitees) from any and all claims, actions, losses, damages, and/or liability arising out of this grant of easement and for any costs or expenses incurred by Grantor or Indemnitees on account of any claim, but only to the extent that such claims, actions, losses, damages and/or liability are caused by Grantee's or its agents negligence or intentional misconduct.
14. Grantee shall comply with the insurance requirements set forth below:
 - A. Additional Insured - All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements

naming the Grantor and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the Grantor to vicarious liability but shall allow coverage for the Grantor to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

B. Waiver of Subrogation Rights - The Grantee shall require the carriers of required coverages to waive all rights of subrogation against the Grantor, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Grantee and Grantee's employees or agents from waiving the right of subrogation prior to a loss or claim. Grantee hereby waives all rights of subrogation against the Grantor.

C. Policies Primary and Non-Contributory - All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the Grantor.

D. Severability of Interests - Grantee agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Grantee and the Grantor or between the Grantor and any other insured or additional insured under the policy.

E. Proof of Coverage - Grantee shall furnish Certificates of Insurance to the Grantor department administering easement evidencing the insurance coverage required hereunder prior to the commencement of any permitted activities hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days (except ten (10) days for non-payment of premium) written notice to the Grantor department administering this easement, and Grantee shall maintain such insurance for the duration of this easement. Within fifteen (15) days of the date this easement is mutually executed, Grantee shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

F. Acceptability of Insurance Carrier - Unless otherwise approved by the Grantor's Department of Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

G. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by the Grantor's Department of Risk Management.

H. Failure to Procure Coverage - In the event that any policy of insurance required under this easement does not comply with the requirements, is not procured, or is canceled and not replaced, the Grantor has the right but not the obligation or duty to obtain

insurance if it deems necessary and any premiums paid by the Grantor will be promptly reimbursed by Grantee.

I. Insurance Review - Insurance requirements are subject to periodic review by the Grantor. The Grantor's Director of the Department of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever the Director of the Department of Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the Grantor. In addition, if the Grantor's Director of the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Grantor's Director of the Department of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the Grantor, inflation, or any other item reasonably related to the Grantor's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this easement. Grantee agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the Grantor to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the Grantor.

J. Grantee agrees to provide insurance set forth in accordance with the requirements herein. If Grantee uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Grantee agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Grantee shall secure and maintain throughout the duration of the easement the following types of insurance with limits as shown:

1. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of Grantee and all risks to such persons under this contract.

If Grantee has no employees, it may certify or warrant to the Grantor that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the Grantor's Director of the Department of Risk Management.

With respect to Grantees that are non-profit corporations organized under California or

Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

2. Commercial/General Liability Insurance – Grantee shall carry General Liability Insurance covering all operations performed by or on behalf of Grantee providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Personal injury.
- e. Contractual liability.
- f. \$2,000,000 general aggregate limit.

3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Grantee is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Grantee owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

4. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

13. In the event of Grantee's default of the terms, conditions and/or restrictions set forth herein, Grantor shall give written notice to Grantee of the same. Except in the case of an emergency as determined by Grantor in its sole discretion, Grantee shall have thirty (30) calendar days from the date of Grantor's notice to cure the default. If Grantee fails to cure the default within the prescribed time, Grantor shall have the right, but not the obligation, to cure said default at the sole expense of Grantee and without liability to Grantee for any loss or damage and Grantee shall pay Grantor on demand for all expenses incurred by Grantor to remedy Grantee's default. In addition, Grantor may pursue any other remedies available at law or in equity. Such remedies shall be cumulative.

14. The easement, and the terms, conditions and restrictions created hereby, shall constitute covenants running with the land and shall be binding upon and shall benefit the successors and assigns of Grantor and Grantee respectively.
15. This easement shall be governed by the laws of the State of California.
16. This grant may only be amended by a writing executed by both Grantor and Grantee and recorded in the Official Records of San Bernardino County.
17. If any legal action is instituted to enforce any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable pursuant to Paragraph 11.
18. If a court of competent jurisdiction declares any provision of this easement invalid, illegal or otherwise unenforceable, the remaining provisions shall continue in full force and effect unless the purpose of this easement is frustrated.

Signatures on the following page

GRANTOR:

SAN BERNARDINO COUNTY

GRANTEE:

PHARRIS SYCAMORE FLATS, LLC, a California limited liability company

By: _____
Dawn Rowe
Chair, Board of Supervisors

By: _____
Ronald Pharris
Managing Member

Date: _____

Date: _____

SIGNED AND CERTIFIED
THAT A COPY OF THIS
DOCUMENT HAS BEEN
DELIVERED TO THE CHAIR OF
THE BOARD

LYNNA MONELL,
Clerk of the Board of Supervisors

By: _____
Deputy

Date: _____

APPROVED AS TO LEGAL FORM:

Laura Feingold, County Counsel
San Bernardino County, California

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
San Bernardino County

On _____ before me _____, Notary Public
(insert name and title of the officer)

Personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT 'A'

LEGAL DESCRIPTION

FUEL MODIFICATION EASEMENT

A.P.N. 0239-031-57

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN SAN BERNARDINO COUNTY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE TRACT OF LAND OR RANCHO KNOWN AND DESIGNATED AS THE MUSCUIABE RANCHO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY, CONVEYED PER DEED RECORDED JUNE 3, 1986 AS DOCUMENT NO. 86-144203, OFFICIAL RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN LINE HAVING A BEARING AND DISTANCE OF NORTH 01°48'50" EAST, 940.18 FEET AS DESCRIBED IN SAID SAN BERNARDINO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2014-98, THENCE ALONG THE NORTH LINE OF DOCUMENT NO. 2021-0477708, NORTH 88°26'20" WEST FOR A DISTANCE OF 95.18 FEET;


THENCE LEAVING SAID LINE, NORTH 22°10'09" EAST FOR A DISTANCE OF 92.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET;

THENCE, ALONG SAID CURVE THROUGH AN ANGLE OF 51°44'28", FOR A DISTANCE OF 90.31 FEET TO A POINT ON THE EAST LINE OF SAID 1986 DEED, HAVING A RADIAL LINE THAT BEARS SOUTH 16°05'23" EAST;

THENCE, ALONG SAID EAST LINE SOUTH 01°48'37" WEST A DISTANCE OF 146.62 FEET TO THE POINT OF BEGINNING;

THIS PARCEL CONTAINS 9327 SQUARE FEET, MORE OR LESS. ATTACHED HERETO IS A PLAT LABELED EXHIBIT "B" AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED BY:



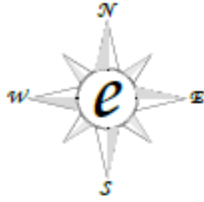
AARON T. SKEERS, P.L.S. 8604
EXPIRES 12-31-27

5/27/2026
DATE

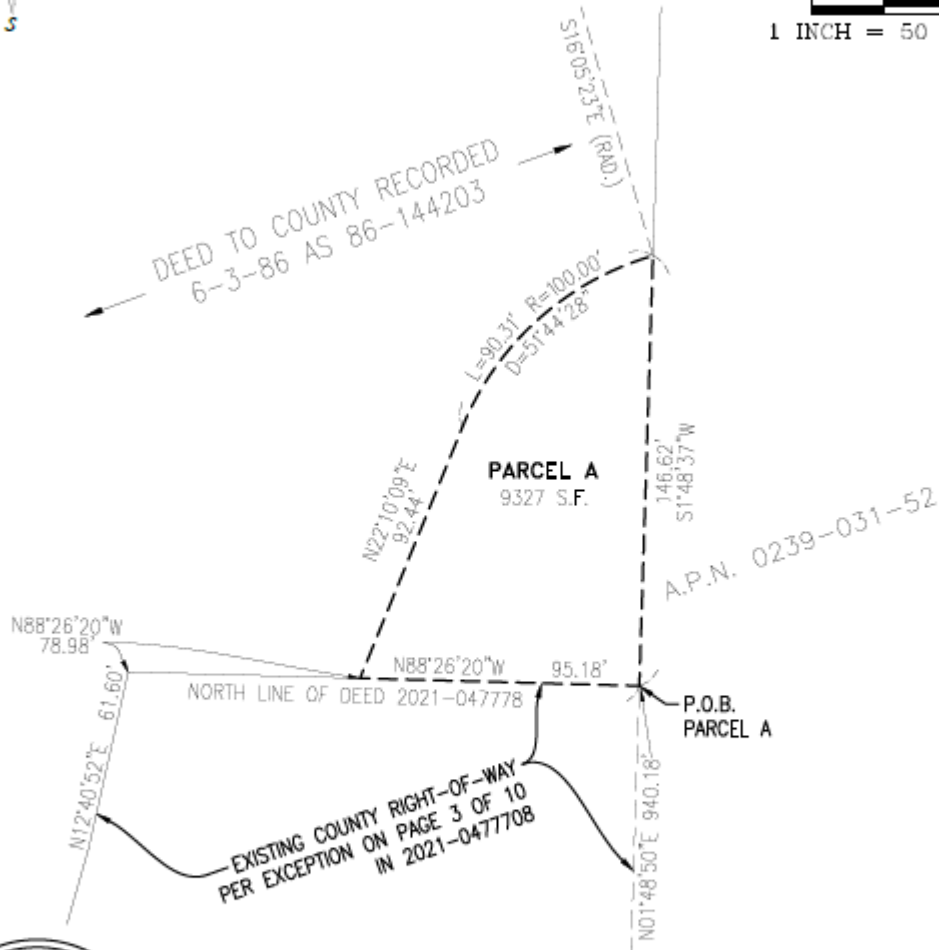


EXHIBIT "B" - MAP FUEL MODIFICATION EASEMENT

DATED: MAY 27, 2026
Assessor's Parcel Number(s): 0239-031-57



0 25 50
1 INCH = 50 FT.



PREPARED UNDER THE SUPERVISION OF:

[Signature]
AARON T. SKEERS, P.L.S. DATE 5/27/2026
LS 8604 EXP. 12/31/27

ENCOMPASS ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
5699 COUSINS PLACE
RANCHO CUCAMONGA, CA 91737
(909) 684-0093

SHEET 1 OF 1

EXHIBIT 'C'

LEGAL DESCRIPTION

SLOPE AND GRADING EASEMENT

A.P.N. 0239-031-57

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN SAN BERNARDINO COUNTY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE TRACT OF LAND OR RANCHO KNOWN AND DESIGNATED AS THE MUSCUPIABE RANCHO, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 23, RECORDS OF SAID COUNTY, CONVEYED PER DEED RECORDED DECEMBER 26, 1967 IN BOOK 6947 PAGE 231, OFFICIAL RECORDS OF SAID COUNTY, PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

BEGINNING AT A POINT BEING THE NORTHERLY TERMINUS OF THAT CERTAIN LINE HAVING A BEARING AND DISTANCE OF NORTH 01°48'50" EAST, 940.18 FEET AS DESCRIBED IN SAID SAN BERNARDINO COUNTY BOARD OF SUPERVISORS RESOLUTION NO. 2014-98, THENCE ALONG THE NORTH LINE OF DOCUMENT NO. 2021-0477708, NORTH 88°26'20" WEST FOR A DISTANCE OF 24.20 FEET;

THENCE LEAVING SAID NORTH LINE, NORTH 40° 36' 14" EAST FOR A DISTANCE OF 38.63 FEET TO A POINT ON A EASTERLY LINE OF SAID DEED;

THENCE ALONG SAID EASTERLY LINE, SOUTH 01° 48' 37" WEST A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 363 SQUARE FEET, MORE OR LESS.
ATTACHED HERETO IS A PLAT LABELED EXHIBIT "D" AND BY THIS REFERENCE MADE A PART HEREOF

PARCEL B:

COMMENCING AT SAID NORTHERLY TERMINUS, THENCE ALONG THE NORTH LINE OF SAID DEED, NORTH 88°26'20" WEST FOR A DISTANCE OF 150.60 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, NORTH 01°23'39" EAST FOR A DISTANCE OF 40.50;

THENCE, SOUTH 75° 55' 05" EAST FOR A DISTANCE OF 66.91 FEET;

THENCE, SOUTH 22° 10' 09" WEST FOR A DISTANCE OF 20.20 FEET;

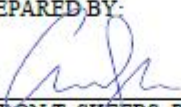
THENCE, SOUTH 75° 55' 05" EAST FOR A DISTANCE OF 32.69 FEET TO A POINT ON THE SAID NORTH LINE;

THENCE ALONG SAID NORTH LINE, NORTH 88° 26' 20" WEST A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

PAGE 1 OF 2

THIS PARCEL CONTAINS 2165 SQUARE FEET, MORE OR LESS.
ATTACHED HERETO IS A PLAT LABELED EXHIBIT "D" AND BY THIS REFERENCE MADE A
PART HEREOF

PREPARED BY:

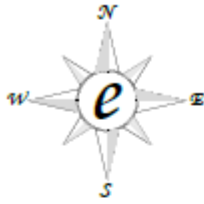


AARON T. SKEERS, P.L.S. 8604
EXPIRES 12/31-27

5/27/2026
DATE

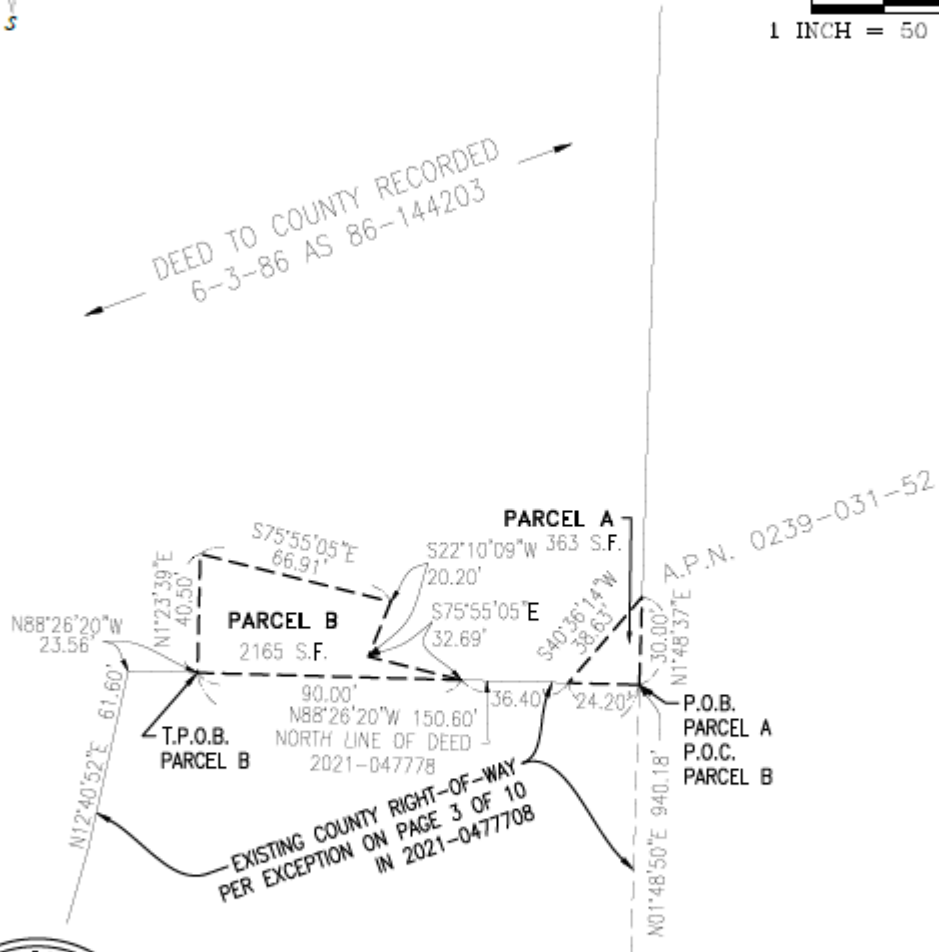


EXHIBIT "D" - MAP SLOPE AND GRADING EASEMENT



DATED: MAY 27, 2028
Assessor's Parcel Number(s): 0239-031-57

0 25 50
1 INCH = 50 FT.



PREPARED UNDER THE SUPERVISION OF:

[Signature]

AARON T. SKEERS, P.L.S.
LS 8604

5/27/2028
DATE
EXP. 12/31/27

ENCOMPASS ASSOCIATES, INC.
CONSULTING CIVIL ENGINEERS
5699 COUSINS PLACE
RANCHO CUCAMONGA, CA 91737
(909) 684-0093

SHEET 1 OF 1