

EASEMENT ACQUISITION CONTRACT

This Easement Acquisition Contract ("Agreement") is entered into by and between SAN BERNARDINO COUNTY, a body corporate and politic of the State of California ("County"), and PHARRIS SYCAMORE FLATS, LLC, a California limited liability company ("Pharris") and is effective on the date the last of the parties hereto executes this Agreement ("**Effective Date**"). The County and Pharris are also referred to herein each as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. County owns certain real property identified as Assessor's Parcel Number 0239-031-57-0000, located in the unincorporated area of San Bernardino County, California ("Property").

B. Pharris is developing a residential development project consisting of approximately 171 dwelling units (Tract No. 20407) ("Project") on property adjacent to the Property.

C. Due to certain development conditions for its Project, Pharris desires to acquire a slope and fuel modification easement over certain portions of the Property totaling approximately 11,855 square feet, comprising one area of approximately 2,528 square feet for slope purposes and two areas totaling approximately 9,327 square feet for fuel modification purposes ("Easement").

D. The parties hereto now desire to enter into this Agreement for the County's conveyance of the Easement to Pharris on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Pharris hereby agree as follows:

1. Easement Consideration.

As consideration for the County's conveyance of the Easement in substantially the form of the Slope and Fuel Modification Easement (the "Slope and Fuel Modification Easement"), which is attached hereto as Exhibit "A" and incorporated herein by reference, and conditioned upon the occurrence of all of the following: the County's execution of this Agreement and the Slope and Fuel Modification Easement in substantially the form of Exhibit "A", if said documents are approved by the County's governing body in its sole discretion, and Pharris's execution of this Agreement and the Slope and Fuel Modification Easement (collectively, the "Payment Contingencies"), Pharris shall pay County: (a) the sum of Four Thousand Dollars (\$4,000) for the Easement ("Easement Payment"); and (b) an amount equal to all administrative costs incurred by County in connection with the review, preparation, and processing of the easement transaction, including costs incurred by the Real Estate Services Department and any other County departments involved in the transaction ("Administrative Costs").

2. Payment and Recording.

A. Within fifteen (15) business days following the occurrence of all Payment Contingencies, the County shall deliver an invoice for the Easement Payment and the Administrative Costs to Pharris along with an electronic copy of the mutually executed Slope and Fuel Modification Easement, which delivery shall be by electronic mail to: KLynch@LytleDC.com. Pharris shall remit payment by cashier's check or money order to County after receipt of the County's invoice for the Easement Payment and the Administrative Costs to the following address: .

Payment Address: San Bernardino County
385 N. Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415
Attn: Real Estate Acquisitions Manager

B Within two (2) business days after the County's receipt in full of the Easement Payment and Administrative Costs, County shall submit the mutually executed Slope and Fuel Modification Easement to the Official Records of San Bernardino County for recording.

C The obligations in this Section 2 shall survive the granting of the Easement.

3. Governing Law & Attorneys Fees.

This Agreement shall be governed and construed under the laws of the State of California. Any action to enforce this Agreement must be brought in the Superior Court of California, County of San Bernardino. The Parties shall be fully responsible for the payment of any attorneys' fees and/or costs they may have each incurred on their own, or will incur in the future, in connection with the easement transaction set forth herein. Should any dispute arise between the parties hereto or their legal representatives, successors and assigns concerning any provision of this Agreement or the rights and duties of any person in relation thereto, each party, including the prevailing party, must bear its own attorneys' fees and costs.

4. Notices.

Except for the invoice set forth in Section 2 herein, any notice required under this Agreement shall be in writing and delivered personally, by reputable overnight courier, or by U.S. certified or registered mail, postage pre-paid, with return receipt requested to the following:

To County:
San Bernardino County
Real Estate Services Department
385 N. Arrowhead Ave, 3rd Floor
San Bernardino, CA 92415
Attn.: Manager of Acquisitions and Dispositions

To Pharris:
Pharris Sycamore Flats, LLC
2050 Main St, Suite 250
Irvine, CA 92614

All notices and communications shall be deemed to have been delivered on the date of receipt or refusal of the recipient to accept receipt as indicated on the return receipt if notice is delivered by certified or registered mail or as indicated by the overnight courier service

5. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the consideration for the easement transaction contemplated herein and may not be modified except by a written instrument executed by both parties.

6. Authority.

Each individual executing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized to do so by the party on whose behalf he or she executes this Agreement and that such party shall be bound by the terms of this Agreement.

7. Levine Act - Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439).

Pharris has disclosed to County using Exhibit "B" Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the County's Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Pharris's proposal to the County, or (2) 12 months before the date this Agreement was approved by the County's Board of Supervisors. Pharris acknowledges that under Government Code section 84308, County is prohibited from making campaign contributions of more than \$500 to any member of the County's Board of Supervisors or other County elected officer for 12 months after the County's consideration of the contract. In the event of a proposed amendment of this Agreement, Pharris will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the County's Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment. Campaign contributions include those made by any agent/person/entity on behalf of Pharris or by a parent, subsidiary or otherwise related business entity of Pharris.

8. Counterparts.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, and all of which together shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

Signatures on the next page

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

San Bernardino County:

By: Dawn Rowe
Title: Chair, Board of Supervisors

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: _____

PHARRIS SYCAMORE FLATS, LLC
a California limited liability company:

By: _____
Ronald Pharris

Title: Managing Member

Date: _____

EXHIBIT A

FORM OF SLOPE AND FUEL MODIFICATION EASEMENT

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 B

Levine Act – Campaign Contribution Disclosure

(formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

Actively supporting or opposing the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Pharris Sycamore Flats, LLC. must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Franchisee:
PHARRIS SYCAMORE FLATS, LLC, a California limited liability company ("Pharris")
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Pharris:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
Little Development Co	Kevin Lynch	

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer involved with this Contract within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Pharris made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No If no, please skip question 11.

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Contract, Pharris certifies that the statements made herein are true and correct. Pharris acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Pharris understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.