

Contract Number

SAP Number

Board Governed County Service Areas

Department Contract Representative	Darren Meeka
Telephone Number	386-8800
Contractor	Lytle Development Company
Contractor Representative	Kevin Lynch
Telephone Number	(626) 203-3247
Contract Term	November 18, 2025, to November 18, 2029
Original Contract Amount	N/A
Amendment Amount	N/A
Total Contract Amount	N/A
Cost Center	N/A
Grant Number (if applicable)	N/A

IT IS HEREBY AGREED AS FOLLOWS:

THIS WASTEWATER SYSTEM AGREEMENT (the “**Agreement**”) is entered into this 18th day of November 2025, by and between SAN BERNARDINO COUNTY SERVICE AREA 70 GLEN HELEN, a Board governed special district (“CSA 70 GH”), and LYTLE DEVELOPMENT COMPANY (“LYTLE”). CSA 70 GH and LYTLE are referred to in this Agreement collectively as the “PARTIES” and each individually as a “PARTY”.

RECITALS

WHEREAS, On December 18, 2001, LYTLE, or an affiliate thereof, received conditional approval from the San Bernardino County (“County”) Board of Supervisors for the Preliminary Development Plan and Tentative Tract 15900, commonly referred to as Lytle Creek North Planned Development. An Environmental Impact Report for the Project was certified on December 4, 2001.

WHEREAS, LYTLE desires to continue to develop housing in County Service Area 70 GH – Glen Helen near the Rosena Ranch community (“Project”). The development of the Project in the County will provide more housing to the surrounding area and community.

WHEREAS, CSA 70 GH’s sewer infrastructure for this community is over twenty years old and the County must ensure the sustainable operation of the Lytle Creek North Wastewater Recycling Plant (WWTP) while supporting continued growth in the Project area.

WHEREAS, the County and LYTLE entered into an agreement on August 24, 2004, for the provision of sewer service and the construction of a wastewater treatment plant and sewer collection system.

WHEREAS, Amendment No. 2 to Agreement No. 04-893 between County and LYTLE, that includes hook-up rights and reservation of capacity in the WWTP, which expired August 24, 2025.

WHEREAS, CSA 70 GH and LYTLE desire to enter into a new agreement that will extend conditional hook-up rights and reservation of capacity in the WWTP.

WHEREAS, the PARTIES agree to reserve capacity at the WWTP in an amount of three hundred seventy-five (375) EDUs and to extend sewer Hook-up Rights for the duration of the term of this Agreement or until 375 EDUs has been utilized.

NOW THEREFORE, and in consideration of the mutual covenants and agreements set forth in this Agreement, and upon the conditions contained herein, the Parties agree as follows:

AGREEMENT

- 1. Recitals.** The previous recitals are true and correct and incorporated herein by this reference.
- 2. Proposed Project.** Nothing herein obligates CSA 70 GH or the County to approve the proposed Project or any portion thereof. If any portion of the proposed Project sewer infrastructure is approved and accepted by CSA 70 GH, then CSA 70 GH will be responsible for sewer collections and treatment operations pursuant to said approvals.
- 3. Sewer Connection Fee.** For each new home/structure LYTLE shall provide payment to CSA 70 GH a sewer connection fee of \$4,000 per equivalent dwelling unit (EDU).
- 4. Reservation of Capacity and Hook-up Rights.** CSA 70 GH shall provide a reservation of capacity at the WWTP in the amount of three hundred seventy-five (375) EDUs for the duration of the term of this agreement.
- 5. Fees upon Connection.**
 - a. LYTLE shall remit payment to CSA 70 GH for the adopted monthly sewer service fee for each lot (house) upon physical connection to the sewer main pipeline. Prior to making any such connection, LYTLE shall coordinate with CSA 70 GH to schedule and complete all required inspections and testing.
 - b. LYTLE shall remain responsible for payment of the monthly sewer service fee for each connected lot (house) until the property is sold. Upon transfer of ownership, responsibility for sewer service and associated fees shall transfer to the new homeowner.

- c. LYTLE shall ensure that each new property owner receives CSA 70 GH's sewer service application to facilitate the transfer of service from LYTLE to the new homeowner.
- d. CSA 70 GH reserves the right to adjust sewer service charges, by action by its governing Board, in order to recover all operation, maintenance, replacement, and regulatory compliance costs. If system upgrades or expansions are required to serve the Project, LYTLE shall pay its proportionate share of such costs, as determined by CSA 70 GH.

6. Contract Term. The contract term shall be effective upon the date signed by both Parties and remain in effect for four (4) years thereafter. This Agreement shall not obligate CSA 70 GH beyond its term, and no reservation or hook-up rights shall survive expiration.

7. Termination and Remedies.

- a. If LYTLE shall be in breach of any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days of a written notice from, the CSA 70 GH specifying the nature of such breach, the CSA 70 GH shall have the right to terminate this Agreement by written notice to LYTLE effective upon the date of such notice; provided, however, that if such breach is not capable of being cured within said thirty (30) calendar day period, the CSA 70 GH shall not have the right to terminate this Agreement so long as LYTLE promptly commences to cure such breach within said thirty (30) calendar day period and thereafter diligently and continuously prosecutes the same to a conclusion.
- b. In the event of termination hereof due to breach by LYTLE of any provision hereunder, except as provided herein, the CSA 70 GH may seek any remedy available at law or in equity, including, without limitation, damages for any compensable breach or non-compliance herewith, or specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and exclusive. No termination or expiration of this Agreement shall relieve LYTLE of its obligations to perform those acts required to be performed either prior to or after its termination. Notwithstanding the foregoing, each of the CSA 70 GH and LYTLE agree that the other will not be liable for any punitive or consequential damages.
- c. CSA 70 GH may additionally suspend hook-ups or capacity reservations immediately if required to comply with law, protect public health and safety, or ensure continued operation of the WWTP.

8. Notices. All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows. All notices or other communications between the CSA 70 GH and LYTLE required or permitted here:

Lytle Development

ATTN: Kevin Lynch

Address:

Phone: (626) 203-3247

Email: KLYnch@LytleDC.com

San Bernardino County

Department of Public Works – Special Districts

CSA 70 GH – Glen Helen

Greg Snyder, Division Manager
222 W. Hospitality Lane, 2nd Floor
San Bernardino, CA 92415-0450
Phone: (909) 368-8881
Email: gregory.snyder@sdd.sbcounty.gov

Notice shall be deemed communicated two (2) working days from the time of mailing if mailed as provided in this paragraph. Either Party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

- 9. Choice of Law; Venue and Jurisdiction.** This Contract shall be governed by and construed according to the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal or state courts located in San Bernardino County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
- 10. Entire Agreement; Amendments.** This Agreement together with any other written agreements referred to herein, is intended by the Parties to be the final expression of their agreement with respect to the subject matter hereof and is intended as the complete and exclusive statement of the terms of the agreement between the Parties. As such, this Agreement supersedes any prior understanding between the Parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by all Parties hereto.
- 11. No Waiver.** No delay on the part of any Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.
- 12. Binding Effect.** This Agreement is binding on and benefits the Parties and their respective heirs, representatives, successors, and permitted assigns. Lytle may not assign this Agreement, in whole or in part, without the prior written consent of CSA 70 GH. Any assignment made without CSA 70 GH's written consent is void. If CSA 70 GH consents to an assignment, Lytle will be released from liability under this Agreement only to the extent the approved assignee expressly assumes that liability in a written document acceptable to CSA 70 GH.
- 13. Indemnification.** LYTLE agrees to indemnify, defend and hold harmless CSA 70 GH, County, and their authorized officers, employees, agent, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including LYTLE'S acts errors or omissions and for any costs or expenses incurred by CSA 70 GH or County on account of any claim except where such indemnification is prohibited by law. This indemnifications provision shall apply regardless of the existence or degree of fault of indemnitees. LYTLE indemnification obligations apply to CSA 70 GH's or County's "active" as well as "passive" negligence but does not apply to CSA 70 GH'S "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 14. Severability.** The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

- 15. Authority.** Each entity executing this Agreement hereby represents and warrants that the individual executing this Agreement on such entity's behalf has the full power and authority to execute this Agreement on behalf of the named Parties.
- 16. Interpretation.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 17. Amendments.** No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 18. No Third-Party Beneficiaries.** With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 19. Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email 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.

IN WITNESS WHEREOF, the PARTIES have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY SERVICE AREA 70
GLEN HELEN

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Lytle Development Company

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Ronald Pharris

Name _____
(Print or type name of person signing contract)

Title Chairman _____
(Print or Type)

Dated: _____

2050 Main Street, Suite 250

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____