



## WALNUT VALLEY WATER DISTRICT

271 SOUTH BREA CANYON ROAD • WALNUT, CALIFORNIA 91789-3002  
(909) 595-7554 • FAX: (909) 444-5521  
WALNUTVALLEYWATER.GOV

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**James D. Ciampa**

November 27, 2023

### WILL SERVE LETTER

Valley Industrial, LLC  
c/o IDS Real Estate Group  
Attention: Mr. Evan Lloyd  
515 S. Figueroa Street, 16th Floor  
Los Angeles, CA 90071

RE: Water Service Availability – Walnut Business Park, City of Walnut  
APN 8720-024-058; APN 8720-034-001, 002-005, 016-020, 024-026,  
030-035

Dear Mr. Lloyd:

The referenced development (“Development”), located in the City of Walnut, Los Angeles County, California, lies within the service area of the Walnut Valley Water District (“District”). The District is prepared to provide water service for the Developer (“Developer”) to the Development subject to the following conditions and reservations:

1. Developer shall submit to District all plans, designs, and fire department requirements for the Development in order for the District to design the necessary water distribution system and other facilities required for the Development in accordance with District Rules and Regulations.
2. Developer shall grant District any and all easements required for water service, together with a policy of title insurance guaranteeing District’s title to such easements.
3. In accordance with the Rules and Regulations, Developer shall pay all required fees and charges, including any required deposit amounts, in order to process plans, design, and complete construction of the required on-site and off-site improvements.
4. The Developer shall comply with the Rules and Regulations in force and effect at the time water service is requested and as those Rules and Regulations may be amended from time to time including, but not limited to, the payment of any and all District charges, fees, and expenses necessary to provide service to the Development.
5. The Developer acknowledges that water service to the Development shall be subject to availability of water. In relying upon this representation to provide water service, Developer is aware of the restrictions contained herein and the reliance by the District upon the Metropolitan Water District of Southern California as its sole supplier of water for domestic purposes. While there is currently no prohibition against additional connections, the District has the authority to reduce and restrict service connections. The Developer further acknowledges that this letter does not constitute any guaranty that water service will be available for the Development at the time of connection.

6. Developer agrees that this water service letter is exclusive to the Development described above (and number of units, if indicated) and may not be transferred or assigned to any other person or for any other purpose without the District's written consent.
7. Provision of water service to the Development is contingent upon the Development meeting the requirements of any other governmental entity having jurisdiction over such Development.
8. This letter and any representations made herein shall be null and void twelve (12) months from the date hereof if the water distribution system has not been installed. The Developer shall not be entitled to any water connections not made at the time of the expiration of this letter.
9. At any time prior to connection and upon a finding by the Board of Directors that the District is unable to serve the property for reasons beyond its control, this letter may be revoked by the District.
10. The Developer for itself and on behalf of its successors agrees to defend, at Developer's expense, any action brought against the District, its agents, officers or employees because of the issuance of any approvals or authorizations obtained herein, or in the alternative, to relinquish such approvals. The Developer agrees to reimburse the District for any costs, fees, or expenses the District may incur as a result of any such legal action. Developer further agrees that in conducting the defense of such action, District shall be entitled to engage its own attorneys, the expense of which shall be paid by Developer.
11. All Service pursuant to this letter shall be in accordance with the Rules and Regulations as they may be amended from time to time. By issuing this letter, the District does not guarantee any specific quantities, pressures, or flows with respect to service provided by the District.

If you concur with the above, please sign and return a copy of this letter to the undersigned. If you have any questions, please contact Vince De La Rosa at Ext. 297.

Very truly yours,

WALNUT VALLEY WATER DISTRICT



Sheryl L. Shaw, Director of Engineering

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

DEVELOPER

By \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*