

Appendix H

Water Will Serve Letter



October 8, 2024

GJH Development Inc.
960 N. Tustin St, #385
Orange, CA 92867

Re: Water Service For EWTR24-00420
Tract: Tawney Ridge Ln & Ferndale Rd – 32 Lots
Parcel: 0395-211-01 & 02, 0395-212-04 & 05
Expiration Date: 10/08/2025

PLEASE NOTE

**This Letter becomes null and void if
the signed Page 4 is not returned to
the Victorville Water District by
11/08/2024**

Dear GJH Development Inc.:

This document will hereinafter be referred to as the “Will Serve Letter” or the “Letter”. Based upon the application for water service submitted by GJH Development Inc. (hereinafter “Developer”) to the Victorville Water District (“District”) the District Board of Directors has authorized the issuance of a this Will Serve Letter to the above-referenced property and/or development (hereafter “Development”), which lies within the service area of the District. The District is prepared to provide water service to the Development, subject to the following terms, conditions and reservations:

1. **Engineering Special Conditions:** Developer shall prepare water improvement plans in accordance with the current City of Victorville Standard Specification for Public Improvements and submit to City of Victorville Development Department for review and approval. Prior to construction, the Developer shall pay all necessary fees and obtain a Water/Excavation permit from the Engineering Department. Developer shall install and have District staff test and approve reduced pressure (RP) assemblies on all domestic and irrigation services prior to water service activation when used.
2. Payment of all District connection fees, charges and expenses necessary to serve the Development pursuant to the District’s Rules and Regulations and Ordinances in effect at the time of water service activation.
3. Water service will be provided strictly pursuant to the District’s Rules and Regulations and Ordinances in effect at the time of connection and is subject to the availability of water at the time of connection.
4. Developer understands and acknowledges that, in relying upon this Will Serve Letter, Developer is aware that California was recently in a drought state of emergency as evidenced by the Governor’s Executive Order No. B-29-15; that the District’s ability to serve the Development may at any time be impacted by further State conservation mandates and/or regulations of the State Water Resources Control Board; and that the ability of the District to serve the Development is contingent upon factors which are not currently within the District’s control. The Developer recognizes that this Letter does not in any way guarantee that at the time of connection such connections will be available to service the above-referenced Development. The

acknowledgements of the Developer set forth in this paragraph shall survive the early termination of this Letter.

5. Developer further acknowledges that, in relying upon this Will Serve Letter, Developer is aware that the groundwater basin from which the District extracts its water an adjudicated basin subject to the continuing jurisdiction of the Court over the Judgment entering in *City of Barstow et al. vs. City of Adelanto et al.* (Riverside County Superior Court Case No 208568); that portions of this groundwater basin remain in overdraft; and that the ability of the District to serve the Development may be impacted by reason of the Court's continued jurisdiction over the basin. The Developer recognizes that this Letter does not in any way guarantee that at the time of connection such connections will be available to service the above-referenced Development. The acknowledgements of the Developer set forth in this paragraph shall survive the early termination of this Letter.
6. The Developer, for himself/herself, and on behalf of his/her successors in interest, agrees as a condition of issuance of this Letter, to defend at his/her sole cost and expense, any action brought against the District and/or its directors, officers, employees and/or agents, because of the issuance of any approvals or authorizations contained herein, or in the alternative, to relinquish such approval. The Developer shall reimburse the District and/or its directors, officers, employees and/or agents, for any court costs and attorneys fees which the District and/or its directors, officers, employees and/or agents may be required to pay as a result of such action(s). The District may, in its sole discretion, participate at its own expense in the defense of any such action but such participation shall not relieve Developer of his/her obligations hereunder. The obligations of the Developer set forth in this paragraph shall survive the early termination of this Letter.
7. This Will Serve Letter is exclusive for the Development referenced above, for the number of lots or units provided and may not be transferred or assigned for any other purpose or project.
8. Issuance of water service is contingent upon the Development meeting the requirements of the City of Victorville and/or the County of San Bernardino.
9. This Letter, and any representations made herein shall be null and void twelve (12) months from the date of this Letter, if water service has not been installed. Any individual connections not made at the time of expiration of this Letter shall be null and void. Upon expiration of this Letter, the Developer may submit an application for a Will Serve extension. Extensions may be granted at the discretion of the Director of Water District and will be valid for a maximum of twelve (12) months from the original date of expiration. No more than one extension may be requested.
10. The District reserves the right to void this Letter and to notify Developer that this Letter has been voided upon a determination by the District that the Developer has failed to timely pay any required fee or to comply with any applicable Rule, Ordinance, statute or administrative regulation prior to the connection of service to any lot within or the Development in its entirety.
11. At any time prior to connection, and upon a finding by the District Board of Directors that the District is unable to serve the Development for reasons beyond its control, this Letter may be revoked in writing.
12. Developer understands and agrees that he/she shall pay any and all fees that have become due to the District regardless of the subsequent expiration or termination of this Letter.

13. All meter and connection fees paid become the property of the District and are not subject to refund except as provided by law. Paid connection fee credits will accrue to the benefit of the Developer for the development referenced above and shall not expire.
14. No rights shall vest in Developer to receive water service by the District or to install future connections by reason of the prepayment of any meter, connection or other charges, fees or expenses, or by the construction of any off-site water facilities.
15. Ordinances are in effect regarding unlawful operation of valves and unlawful taking of water and all conditions of the applicable Ordinances must be met for this Will Serve Letter to remain in full force and effect. It is the responsibility of the Developer to become familiar with and comply with these Ordinances.

EXISTING FACILITIES:

According to our District Records the following are existing:

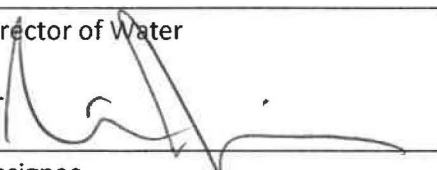
Pipe size: 12-inch Polyvinyl Chloride-C900 Pipe on Tawney Ridge Ln, referenced from Water Plan WP-0709

12-inch Polyvinyl Chloride-C900 Pipe on Ferndale Rd, referenced from Water Plan WP- 0795

8-inch Polyvinyl Chloride-C900 Pipe on Tigertail St, referenced from Water Plan WP-0795

If we can be of further assistance in this matter, please contact the undersigned at (760) 955-5158.

Respectfully,

Director of Water
Or


Designee

GJH Development Inc.
Will Serve Expiration Date: 10/08/2025
EWTR24-00420

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11/08/2024**

APPLICANT CERTIFICATION

The undersigned certifies that he/she has requested this Will Serve Letter for water service to the following property

Tract Tawney Ridge Ln & Ferndale Rd – 32 Lots

which is the subject of this Will Serve Letter, and that he/she understands and agrees to the terms, conditions and reservations stated herein.

(Name of Applicant)

(Signature)

Please return signed original to: Victorville Water District
Engineering Department
14343 Civic Drive
Victorville, CA 92395-5001

PLEASE NOTE
Information on this page is for
reference only to provide the
appropriate language to be used on
the map regarding water service.

PROPOSED LANGUAGE FOR MAP CERTIFICATE:

WATER SERVICE NOTICE

NOTICE: Water Services will be provided to

TRACT Tawney Ridge Ln & Ferndale Rd – 32 Lots

In accordance with the terms, conditions and restrictions of the Will Serve Letter issued by the District on 10/08/2024 which is hereby referenced and made a part of this certification, water service will be made to this property subject to availability of water at the time of connection and subject to the District’s Rules and Regulations and Ordinances in effect at the time of connection.

The District disclaims any and all warranties, whether express or implied, regarding the completeness or accuracy of the water infrastructure reference information provided in the Water Will-Serve Letter, including, but not limited to, information related to sizes, material types, precise locations, or other pertinent details. The information provided is derived from the District's Geographic Information System (GIS) and does not constitute a detailed review or verification of the District's record drawings. The GIS information provided herein may not be accurate, and it is the sole responsibility of the Developer to verify the actual conditions through the submission of plans to the District and, if necessary, conduct field investigations to confirm the existing infrastructure.

Date

Distribution Manager
Victorville Water District