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01/08/2024

**TO: Conditional Use Permit No.758 and Vesting Tentative Tract Map No. 84271**

**RE: Request for 95-unit, 3-story attached townhome development with a recreation building located at 6540 Rosemead Boulevard**

**Subject: Pico Water Districts Water Service Availability Comments / Conditions**

The referenced development ("Development") located in Pico Rivera, California, lies within the service area of Pico Water District (District). The District is prepared to provide water service to the Development subject to the following conditions and reservations:

1. The Developer shall submit to the District all plans, designs and fire department requirements for the Development in order that the District may conduct a hydraulic assessment of proposed Development by the Districts engineering consulting firm, assessment would be at Developers expense; hydraulic assessment would determine the necessary distribution system and other facilities required for the Development in accordance with the District Rules and Regulations.
2. The Developer shall grant the District any and all easements required for water service, together with a policy of title insurance guaranteeing the District title to such easements.
3. Pursuant to the requirements of the District's Rules and Regulations, the Developer shall pay all required fees and charges, including any required deposit amounts in order to process plans and designs and to complete construction of required on-site and off-site improvements required for water service to the Development.
4. The Developer shall comply with the District's Current Construction / Development Procedures, 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 subject Development.

5. The Developer acknowledges that water service to the Development shall be subject to availability of water, and to the further conditions set forth in Paragraph 7, below. In relying upon this representation to provide water service, the Developer is aware that the District's sole source of water at this time is groundwater produced from the Central Basin aquifer and that the quantity of water the District may pump from that aquifer is subject to and limited by the Central Basin Judgment, which allocates the pumping rights in that basin among the basin's various water producers. While there is currently no prohibition against establishing additional connections within the District, the District has the authority to reduce and restrict service connections.

6. Developer acknowledges and agrees that this letter is exclusive to the Development identified above (and the number of units or lots, if indicated above) and may not be transferred or assigned to any other person, firm or entity, or for any other purpose without the District's written consent.

7. The provision of water service to the Development is contingent upon the Developer meeting all requirements of any other governmental entity having jurisdiction over the Development.

8. This letter and any representations or assurances made herein shall expire and be null and void twelve (12) months from the date hereof if water service has not been installed. The Developer and the Development shall not be entitled to any individual water service connections not installed prior to expiration of this letter.

9. At any time prior to connection and upon a finding by the Board of Directors of District that it is unable to serve the Development for reasons beyond District's control, the District may revoke this letter.

10. By issuing this letter, the District does not guarantee any specific quantities or quality of water, pressures or flows with respect to water service provided by the District.

11. 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 this letter or any approvals or authorizations obtained in connection with the Development, or in the alternative, to relinquish any such approvals or authorizations. The Developer shall reimburse the District for any costs, fees or expenses the District may incur as a result of any such legal action. Further, Developer agrees that in conducting the defense of such action, the District shall be entitled to engage its own attorneys, the entire expense of which shall be paid by the Developer.

Any questions please contact Matt Tryon ([mtryon@picowaterdistrict.net](mailto:mtryon@picowaterdistrict.net)) or Joe D. Basulto.

Thank you,



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