



9501 MORTON DAVIS DRIVE  
PATTERSON, CA 95363

April 14, 2021

Dept. of Real Estate  
c/o First American Title Co.  
3400 Douglas Blvd., Ste. 100  
Roseville, CA 95661

Re: Request for Water Will Serve; Diablo Grande Unit 1A, 1B and 1D

Dear Mr. Nieto:

This correspondence responds to your request for specified information for the subdivision or project identified above and as shown or described in more detail as provided (collectively referred to herein as the "Project"). The Project property appears to be located within the boundaries of the District<sup>1</sup>. As of the date of this letter, the District would have available treated water supply to serve the water and fire protection needs of the Project under normal circumstances. The District believes that water delivery mains and facilities are in place to the extent the Project can be served.

Notwithstanding the foregoing, due to the failure of the Project owner (either World International, LLC or Angel's Crossing, LLC, as the case may be) to properly fund the District in accordance with the Master Agreement to Provide Water, Sewer and Storm Drainage Services dated June 4, 1998, as amended, the District is in default of its agreement with the Kern County Water Agency ("KCWA"), under which the District purchases its source water. See the attached December 1, 2020 Notice from KCWA to the District concerning this issue (the "Notice of Default").

To the extent the Notice of Default is cured and the District has a firm water supply without threat of interruption due to nonpayment, new service, service connections and firm water service commitments would then be subject to all applicable state and District ordinances, resolutions, rules, regulations, policies, fees and charges, as amended from time to time. This

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<sup>1</sup> The District makes no representations as to the sufficiency or accuracy the information provided with the applicant's request except as set forth herein.

letter is a statement of capacity conditions as of the date set forth above. It is not a contract, offer to contract or binding commitment to provide service or reserve capacity to or for the Project. The District disclaims any duty to advise you about any changed circumstances, new information or other changes which could alter or affect the statement of conditions in this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew Manning", with a long horizontal flourish extending to the right.

Matthew Manning  
President  
Board of Directors  
Western Hills Water District

CC: Angel's Crossing, LLC  
Enclosures – as stated.