

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

THE CITY OF LOS ANGELES,)

Plaintiff,)

vs.)

CITY OF SAN FERNANDO, et al.,)

Defendants.)

NO. 650079

JUDGMENT

January 26, 1979

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JOHN A. CORCORAN County Clerk

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There follows by consecutive paging a Table of Contents (pages i. to vi.), Recitals (page 1), Definitions and List of Attachments (pages 1 to 6), Designation of Parties (page 6), Declaration re Geology and Hydrology (pages 6 to 12), Declaration of Rights (pages 12 to 21), Injunctions (pages 21 to 23), Continuing Jurisdiction (page 23), Watermaster (pages 23 to 29), Physical Solution (pages 29 to 34), and Miscellaneous Provisions (pages 34 to 35), and Attachments (pages 36 to 46). Each and all of said several parts constitute a single integrated Judgment herein.

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1. RECITALS

This matter was originally tried before the Honorable Edmund M. Moor, without jury, commencing on March 1, 1966, and concluding with entry of Findings, Conclusions and Judgment on March 14, 1968, after more than 181 trial days. Los Angeles appealed from said judgment and the California Supreme Court, by unanimous opinion, (14 Cal. 3d 199) reversed and remanded the case; after trial of some remaining issues on remand, and consistent with the opinion of the Supreme Court, and pursuant to stipulations, the Court signed and filed Findings of Fact and Conclusions of Law. Good cause thereby appearing,

IT IS ORDERED, ADJUDGED AND DECREED:

2. DEFINITIONS AND ATTACHMENTS

2.1 Definitions of Terms. As used in this Judgment, the following terms shall have the meanings herein set forth:

[1] Basin or Ground Water Basin -- A subsurface geologic formation with defined boundary conditions, containing a ground water reservoir, which is capable of yielding a significant quantity of ground water.

[2] Burbank -- Defendant City of Burbank.

[3] Crescenta Valley -- Defendant Crescenta Valley County Water District.

[4] Colorado Aqueduct -- The aqueduct facilities and system owned and operated by MWD for the importation of water from the Colorado River to its service area.

[5] Deep Rock -- Defendant Evelyn M. Pendleton, dba Deep Rock Artesian Water Company.

1 [6] Delivered Water -- Water utilized in a water supply
2 distribution system, including reclaimed water.

3 [7] Eagle Rock Basin -- The separate ground water basin
4 underlying the area shown as such on Attachment "A".

5 [8] Extract or Extraction -- To produce ground water,
6 or its production, by pumping or any other means.

7 [9] Fiscal Year -- July 1 through June 30 of the
8 following calendar year.

9 [10] Foremost -- Defendant Foremost Foods Company,
10 successor to defendant Sparkletts Drinking Water Corp.

11 [11] Forest Lawn -- Collectively, defendants Forest
12 Lawn Cemetery Association, Forest Lawn Company, Forest Lawn
13 Memorial-Park Association, and American Security and Fidelity
14 Corporation.

15 [12] Gage F-57 -- The surface stream gaging station
16 operated by Los Angeles County Flood Control District and
17 situated in Los Angeles Narrows immediately upstream from the
18 intersection of the Los Angeles River and Arroyo Seco, at
19 which point the surface outflow from ULARA is measured.

20 [13] Glendale -- Defendant City of Glendale.

21 [14] Ground Water -- Water beneath the surface of the
22 ground and within the zone of saturation.

23 [15] Hersch & Plumb -- Defendants David and Eleanor A.
24 Hersch and Gerald B. and Lucille Plumb, successors to
25 Wellesley and Duckworth defendants.

26 [16] Import Return Water -- Ground water derived from
27 percolation attributable to delivered imported water.

28 [17] Imported Water -- Water used within ULARA, which

1 is derived from sources outside said watershed. Said term
2 does not include inter-basin transfers wholly within ULARA.

3 [18] In Lieu Storage -- The act of accumulating ground
4 water in a basin by intentional reduction of extractions of
5 ground water which a party has a right to extract.

6 [19] Lockheed -- Defendant Lockheed Aircraft Corporation.

7 [20] Los Angeles -- Plaintiff City of Los Angeles,
8 acting by and through its Department of Water and Power.

9 [21] Los Angeles Narrows -- The physiographic area
10 northerly of Gage F-57 bounded on the east by the San Rafael
11 and Repetto Hills and on the west by the Elysian Hills,
12 through which all natural outflow of the San Fernando Basin
13 and the Los Angeles River flow en route to the Pacific Ocean.

14 [22] MWD -- The Metropolitan Water District of Southern
15 California, a public agency of the State of California.

16 [23] Native Safe Yield -- That portion of the safe
17 yield of a basin derived from native waters.

18 [24] Native Waters -- Surface and ground waters derived
19 from precipitation within ULARA.

20 [25] Overdraft -- A condition which exists when the
21 total annual extractions of ground water from a basin exceed
22 its safe yield, and when any temporary surplus has been
23 removed.

24 [26] Owens-Mono Aqueduct -- The aqueduct facilities
25 owned and operated by Los Angeles for importation to ULARA
26 water from the Owens River and Mono Basin watersheds easterly
27 of the Sierra-Nevada in Central California.

28 [27] Private Defendants -- Collectively, all of those

1 defendants who are parties, other than Glendale, Burbank, San
2 Fernando and Crescenta Valley.

3 [28] Reclaimed Water -- Water which, as a result of
4 processing of waste water, is made suitable for and used for
5 a controlled beneficial use.

6 [29] Regulatory Storage Capacity -- The volume of
7 storage capacity of San Fernando Basin which is required to
8 regulate the safe yield of the basin, without significant
9 loss, during any long-term base period of water supply.

10 [30] Rising Water -- The effluent from a ground water
11 basin which appears as surface flow.

12 [31] Rising Water Outflow -- The quantity of rising
13 water which occurs within a ground water basin and does not
14 rejoin the ground water body or is not captured prior to
15 flowing past a point of discharge from the basin.

16 [32] Safe Yield -- The maximum quantity of water which
17 can be extracted annually from a ground water basin under a
18 given set of cultural conditions and extraction patterns,
19 based on the long-term supply, without causing a continuing
20 reduction of water in storage.

21 [33] San Fernando -- Defendant City of San Fernando.

22 [34] San Fernando Basin -- The separate ground water
23 basin underlying the area shown as such on Attachment "A".

24 [35] Sportsman's Lodge -- Defendant Sportsman's Lodge
25 Banquet Association.

26 [36] Stored Water -- Ground water in a basin consisting
27 of either (1) imported or reclaimed water which is inten-
28 tionally spread, or (2) safe yield water which is allowed to

1 accumulate by In Lieu Storage. Said ground waters are dis-
2 tinguished and separately accounted for in a ground water
3 basin, notwithstanding that the same may be physically com-
4 mingled with other waters in the basin.

5 [37] Sylmar Basin -- The separate ground water basin
6 underlying the area indicated as such on Attachment "A".

7 [38] Temporary Surplus -- The amount of ground water
8 which would be required to be removed from a basin in order
9 to avoid waste under safe yield operation.

10 [39] Toluca Lake -- Defendant Toluca Lake Property
11 Owners Association.

12 [40] ULARA or Upper Los Angeles River Area -- The Upper
13 Los Angeles River watershed, being the surface drainage area
14 of the Los Angeles River tributary to Gage F-57.

15 [41] Underlying Pueblo Waters -- Native ground waters
16 in the San Fernando Basin which underlie safe yield and
17 stored waters.

18 [42] Valhalla -- Collectively, Valhalla Properties,
19 Valhalla Memorial Park, Valhalla Mausoleum Park.

20 [43] Van de Kamp -- Defendant Van de Kamp's Holland
21 Dutch Bakers, Inc.

22 [44] Verdugo Basin -- The separate ground water basin
23 underlying the area shown as such on Attachment "A".

24 [45] Water Year -- October 1 through September 30 of
25 the following calendar year.

26 Geographic Names, not herein specifically defined, are used to
27 refer to the places and locations thereof as shown on Attachment "A".

28 2.2 List of Attachments. There are attached hereto the .

1 following documents, which are by this reference incorporated in
2 this Judgment and specifically referred to in the text hereof:

3 "A" -- Map entitled "Upper Los Angeles River Area",
4 showing Separate Basins therein.

5 "B" -- List of "Dismissed Parties."

6 "C" -- List of "Defaulted Parties."

7 "D" -- List of "Disclaiming Parties."

8 "E" -- List of "Prior Stipulated Judgments."

9 "F" -- List of "Stipulated Non-Consumptive or Minimal-
10 Consumptive Use Practices."

11 "G" -- Map entitled "Place of Use and Service Area of
12 Private Defendants."

13 "H" -- Map entitled "Public Agency Water Service Areas."
14

15 3. PARTIES

16 3.1 Defaulting and Disclaiming Defendants. Each of the
17 defendants listed on Attachment "C" and Attachment "D" is without
18 any right, title or interest in, or to any claim to extract ground
19 water from ULARA or any of the separate ground water basins therein.

20 3.2 No Rights Other Than as Herein Declared. No party to
21 this action has any rights in or to the waters of ULARA except to
22 the extent declared herein.

23 24 4. DECLARATION RE GEOLOGY AND HYDROLOGY

25 4.1 Geology.

26 4.1.1 ULARA. ULARA (or Upper Los Angeles River Area),
27 is the watershed or surface drainage area tributary to the
28 Los Angeles River at Gage F-57. Said watershed contains a

total of 329,000 acres, consisting of approximately 123,000 acres of valley fill area and 206,000 acres of hill and mountain area, located primarily in the County of Los Angeles, with a small portion in the County of Ventura. Its boundaries are shown on Attachment "A". The San Gabriel Mountains form the northerly portion of the watershed, and from them two major washes--the Pacoima and the Tujunga--discharge southerly. Tujunga Wash traverses the valley fill in a southerly direction and joins the Los Angeles River, which follows an easterly course along the base of the Santa Monica Mountains before it turns south through the Los Angeles Narrows. The waters of Pacoima Wash as and when they flow out of Sylmar Basin are tributary to San Fernando Basin. Lesser tributary washes run from the Simi Hills and the Santa Susana Mountains in the westerly portion of the watershed. Other minor washes, including Verdugo Wash, drain the easterly portion of the watershed which consists of the Verdugo Mountains, the Elysian, San Rafael and Repetto Hills. Each of said washes is a non-perennial stream whose flood flows and rising waters are naturally tributary to the Los Angeles River. The Los Angeles River within ULARA and most of said tributary natural washes have been replaced, and in some instances relocated, by concrete-lined flood control channels. There are 85.3 miles of such channels within ULARA, 62% of which have lined concrete bottoms.

4.1.2 San Fernando Basin. San Fernando Basin is the major ground water basin in ULARA. It underlies 112,047 acres and is located in the area shown as such on Attachment "A".

1 Boundary conditions of the San Fernando Basin consist on the
2 east and northeast of alluvial contacts with non-waterbearing
3 series along the San Rafael Hills and Verdugo Mountains and
4 the Santa Susana Mountains and Simi Hills on the northwest and
5 west and the Santa Monica Mountains on the south. Water-
6 bearing material in said basin extends to at least 1000 feet
7 below the surface. Rising water outflow from the San Fernando
8 Basin passes its downstream and southerly boundary in the
9 vicinity of Gage F-57, which is located in Los Angeles Narrows
10 about 300 feet upstream from the Figueroa Street (Dayton
11 Street) Bridge. The San Fernando Basin is separated from the
12 Sylmar Basin on the north by the eroded south limb of the
13 Little Tujunga Syncline which causes a break in the ground
14 water surface of about 40 to 50 feet.

15 4.1.3 Sylmar Basin. Sylmar Basin underlies 5,565 acres
16 and is located in the area shown as such on Attachment "A".
17 Water-bearing material in said basin extends to depths in ex-
18 cess of 12,000 feet below the surface. Boundary conditions of
19 Sylmar Basin consist of the San Gabriel Mountains on the north;
20 a topographic divide in the valley fill between the Mission
21 Hills and San Gabriel Mountains on the west, the Mission Hills
22 on the southwest, Upper Lopez Canyon Saugus Formation on the
23 east, along the east bank of Pacoima Wash, and the eroded
24 south limb of the Little Tujunga Syncline on the south.

25 4.1.4 Verdugo Basin. Verdugo Basin underlies 4,400 acres
26 and is located in the area shown as such on Attachment "A".
27 Boundary conditions of Verdugo Basin consist of the San
28 Gabriel Mountains on the north, the Verdugo Mountains on the

1 south and southwest, the San Rafael Hills on the southeast and
2 the topographic divide on the east between the drainage area
3 that is tributary to the Tujunga Wash to the west and Verdugo
4 Wash to the east, the ground water divide on the west between
5 Monk Hill-Raymond Basin and the Verdugo Basin on the east and
6 a submerged dam constructed at the mouth of Verdugo Canyon on
7 the south.

8 4.1.5 Eagle Rock Basin. Eagle Rock Basin underlies 807
9 acres and is located in the area shown as such on Attachment
10 "A". Boundary conditions of Eagle Rock Basin consist of the
11 San Rafael Hills on the north and west and the Repetto Hills
12 on the east and south with a small alluvial area to the
13 southeast consisting of a topographic divide.

14 4.2 Hydrology.

15 4.2.1 Water Supply. The water supply of ULARA consists
16 of native waters, derived from precipitation on the valley
17 floor and runoff from the hill and mountain areas, and of im-
18 ported water from outside the watershed. The major source of
19 imported water has been from the Owens-Mono Aqueduct, but
20 additional supplies have been and are now being imported
21 through MWD from its Colorado Aqueduct and the State Aqueduct.

22 4.2.2 Ground Water Movement. The major water-bearing
23 formation in ULARA is the valley fill material bounded by
24 hills and mountains which surround it. Topographically, the
25 valley-fill area has a generally uniform grade in a southerly
26 and easterly direction with the slope gradually decreasing
27 from the base of the hills and mountains to the surface
28 drainage outlet at Gage F-57. The valley fill material is a

1 heterogeneous mixture of clays, silts, sand and gravel laid
2 down as alluvium. The valley fill is of greatest permeability
3 along and easterly of Pacoima and Tujunga Washes and generally
4 throughout the eastern portion of the valley fill area,
5 except in the vicinity of Glendale where it is of lesser
6 permeability. Ground water occurs mainly within the valley
7 fill, with only negligible amounts occurring in hill and
8 mountain areas. There is no significant ground water movement
9 from the hill and mountain formations into the valley fill.
10 Available geologic data do not indicate that there are any
11 sources of native ground water other than those derived from
12 precipitation. Ground water movement in the valley fill
13 generally follows the surface topography and drainage except
14 where geologic or man-made impediments occur or where the
15 natural flow has been modified by extensive pumping.

16 4.2.3 Separate Ground Water Basins. The physical and
17 geologic characteristics of each of the ground water basins,
18 Eagle Rock, Sylmar, Verdugo and San Fernando, cause impedi-
19 ments to inter-basin ground water flow whereby there is
20 created separate underground reservoirs. Each of said basins
21 contains a common source of water supply to parties extracting
22 ground water from each of said basins. The amount of under-
23 flow from Sylmar Basin, Verdugo Basin and Eagle Rock Basin to
24 San Fernando Basin is relatively small, and on the average has
25 been approximately 540 acre feet per year from the Sylmar
26 Basin; 80 acre feet per year from Verdugo Basin; and 50 acre
27 feet per year from Eagle Rock Basin. Each has physiographic,
28 geologic and hydrologic differences, one from the other, and

1 each meets the hydrologic definition of "basin." The ex-
2 tractions of water in the respective basins affect the other
3 water users within that basin but do not significantly or
4 materially affect the ground water levels in any of the other
5 basins. The underground reservoirs of Eagle Rock, Verdugo and
6 Sylmar Basins are independent of one another and of the San
7 Fernando Basin.

8 4.2.4 Safe Yield and Native Safe Yield. The safe yield
9 and native safe yield, stated in acre feet, of the three
10 largest basins for the year 1964-65 was as follows:

11	<u>Basin</u>	<u>Safe Yield</u>	<u>Native Safe Yield</u>
12	San Fernando	90,680	43,660
13	Sylmar	6,210	3,850
14	Verdugo	7,150	3,590

15 The safe yield of Eagle Rock Basin is derived from imported
16 water delivered by Los Angeles. There is no measurable
17 native safe yield.

18 4.2.5 Separate Basins -- Separate Rights. The rights
19 of the parties to extract ground water within ULARA are
20 separate and distinct as within each of the several ground
21 water basins within said watershed.

22 4.2.6 Hydrologic Condition of Basins. The several
23 basins within ULARA are in varying hydrologic conditions,
24 which result in different legal consequences.

25 4.2.6.1 San Fernando Basin. The first full year
26 of overdraft in San Fernando Basin was 1954-55. It
27 remained in overdraft continuously until 1968, when an
28 injunction herein became effective. Thereafter, the

1 basin was placed on safe yield operation. There is no
2 surplus ground water available for appropriation or
3 overlying use from San Fernando Basin.

4 4.2.6.2 Sylmar Basin. Sylmar Basin is not in
5 overdraft. There remains safe yield over and above the
6 present reasonable beneficial overlying uses, from which
7 safe yield the appropriative rights of Los Angeles and
8 San Fernando may be and have been exercised.

9 4.2.6.3 Verdugo Basin. Verdugo Basin was in
10 overdraft for more than five consecutive years prior to
11 1968. Said basin is not currently in overdraft, due to
12 decreased extractions by Glendale and Crescenta Valley on
13 account of poor water quality. However, the combined
14 appropriative and prescriptive rights of Glendale and
15 Crescenta Valley are equivalent to the safe yield of the
16 Basin. No private overlying or appropriative rights
17 exist in Verdugo Basin.

18 4.2.6.4 Eagle Rock Basin. The only measurable
19 water supply to Eagle Rock Basin is import return water
20 by reason of importations by Los Angeles. Extractions by
21 Foremost and Deep Rock under the prior stipulated
22 judgments have utilized the safe yield of Eagle Rock
23 Basin, and have maintained hydrologic equilibrium
24 therein.

25
26 5. DECLARATION OF RIGHTS

27 5.1 Right to Native Waters.

28 5.1.1 Los Angeles River and San Fernando Basin.

1 5.1.1.1 Los Angeles' Pueblo Right. Los Angeles,
2 as the successor to all rights, claims and powers of the
3 Spanish Pueblo de Los Angeles in regard to water rights,
4 is the owner of a prior and paramount pueblo right to the
5 surface waters of the Los Angeles River and the native
6 ground waters of San Fernando Basin to meet its reason-
7 able beneficial needs and for its inhabitants.

8 5.1.1.2 Extent of Pueblo Right. Pursuant to said
9 pueblo right, Los Angeles is entitled to satisfy its
10 needs and those of its inhabitants within its boundaries
11 as from time to time modified. Water which is in fact
12 used for pueblo right purposes is and shall be deemed
13 needed for such purposes.

14 5.1.1.3 Pueblo Right -- Nature and Priority of
15 Exercise. The pueblo right of Los Angeles is a prior and
16 paramount right to all of the surface waters of the Los
17 Angeles River, and native ground water in San Fernando
18 Basin, to the extent of the reasonable needs and uses of
19 Los Angeles and its inhabitants throughout the corporate
20 area of Los Angeles, as its boundaries may exist from
21 time to time. To the extent that the Basin contains
22 native waters and imported waters, it is presumed that
23 the first water extracted by Los Angeles in any water
24 year is pursuant to its pueblo right, up to the amount
25 of the native safe yield. The next extractions by Los
26 Angeles in any year are deemed to be from import return
27 water, followed by stored water, to the full extent of
28 Los Angeles' right to such import return water and stored

1 water. In the event of need to meet water requirements
2 of its inhabitants, Los Angeles has the additional right,
3 pursuant to its pueblo right, withdraw temporarily from
4 storage Underlying Pueblo Waters, subject to an obliga-
5 tion to replace such water as soon as practical.

6 5.1.1.4 Rights of Other Parties. No other party
7 to this action has any right in or to the surface waters
8 of the Los Angeles River or the native safe yield of the
9 San Fernando Basin.

10 5.1.2 Sylmar Basin Rights.

11 5.1.2.1 No Pueblo Rights. The pueblo right of
12 Los Angeles does not extend to or include ground waters
13 in Sylmar Basin.

14 5.1.2.2 Overlying Rights. Defendants Moordigian
15 and Hersch & Plumb own lands overlying Sylmar Basin and
16 have a prior correlative right to extract native waters
17 from said Basin for reasonable beneficial uses on their
18 said overlying lands. Said right is appurtenant to said
19 overlying lands and water extracted pursuant thereto may
20 not be exported from said lands nor can said right be
21 transferred or assigned separate and apart from said
22 overlying lands.

23 5.1.2.3 Appropriative Rights of San Fernando
24 and Los Angeles. San Fernando and Los Angeles own
25 appropriative rights, of equal priority, to extract and
26 put to reasonable beneficial use for the needs of said
27 cities and their inhabitants, native waters of the
28 Sylmar Basin in excess of the exercised reasonable

beneficial needs of overlying users. Said appropriative rights are:

San Fernando	3,580 acre feet
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Los Angeles	1,560 acre feet.
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5.1.2.4 No Prescription. The Sylmar Basin is not presently in a state of overdraft and no rights by prescription exist in said Basin against any overlying or appropriative water user.

5.1.2.5 Other Parties. No other party to this action owns or possesses any right to extract native ground waters from the Sylmar Basin.

5.1.3 Verdugo Basin Rights.

5.1.3.1 No Pueblo Rights. The pueblo right of Los Angeles does not extend to or include ground water in Verdugo Basin.

5.1.3.2 Prescriptive Rights of Glendale and Crescenta Valley. Glendale and Crescenta Valley own prescriptive rights as against each other and against all private overlying or appropriative parties in the Verdugo Basin to extract, with equal priority, the following quantities of water from the combined safe yield of native and imported waters in Verdugo Basin:

Glendale	3,856 acre feet
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Crescenta Valley	3,294 acre feet.
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5.1.3.3 Other Parties. No other party to this action owns or possesses any right to extract native ground waters from the Verdugo Basin.

1 5.1.4 Eagle Rock Basin Rights.

2 5.1.4.1 No Pueblo Rights. The pueblo right of
3 Los Angeles does not extend to or include ground water
4 in Eagle Rock Basin.

5 5.1.4.2 No Rights in Native Waters. The Eagle
6 Rock Basin has no significant or measurable native safe
7 yield and no parties have or assert any right or claim
8 to native waters in said Basin.

9 5.2 Rights to Imported Waters.

10 5.2.1 San Fernando Basin Rights.

11 5.2.1.1 Rights to Recapture Import Return Water.
12 Los Angeles, Glendale, Burbank and San Fernando have each
13 caused imported waters to be brought into ULARA and to be
14 delivered to lands overlying the San Fernando Basin, with
15 the result that percolation and return flow of such
16 delivered water has caused imported waters to become a
17 part of the safe yield of San Fernando Basin. Each of
18 said parties has a right to extract from San Fernando
19 Basin that portion of the safe yield of the Basin attri-
20 butable to such import return waters.

21 5.2.1.2 Rights to Store and Recapture Stored
22 Water. Los Angeles has heretofore spread imported water
23 directly in San Fernando Basin. Los Angeles, Glendale,
24 Burbank and San Fernando each have rights to store water
25 in San Fernando Basin by direct spreading or in lieu
26 practices. To the extent of any future spreading or in
27 lieu storage of import water or reclaimed water by Los
28 Angeles, Glendale, Burbank or San Fernando, the party

1 causing said water to be so stored shall have a right to
2 extract an equivalent amount of ground water from San
3 Fernando Basin. The right to extract waters attributable
4 to such storage practices is an undivided right to a
5 quantity of water in San Fernando Basin equal to the
6 amount of such Stored Water to the credit of any party,
7 as reflected in Watermaster records.

8 5.2.1.3 Calculation of Import Return Water and
9 Stored Water Credits. The extraction rights of Los
10 Angeles, Glendale, Burbank and San Fernando in San
11 Fernando Basin in any year, insofar as such rights are
12 based upon import return water, shall only extend to the
13 amount of any accumulated import return water credit of
14 such party by reason of imported water delivered after
15 September 30, 1977. The annual credit for such import
16 return water shall be calculated by Watermaster based
17 upon the amount of delivered water during the preceding
18 water year, as follows:

19	Los Angeles:	20.8% of all delivered water
20		(including reclaimed water) to
21		valley fill lands of San
		Fernando Basin.
22	San Fernando:	26.3% of all imported and
23		reclaimed water delivered to
		valley-fill lands of San
		Fernando Basin.
24	Burbank:	20.0% of all delivered water
25		(including reclaimed water) to
26		San Fernando Basin and its
		tributary hill and mountain
		areas.

1 Glendale: 20.0% of all delivered water
2 (including reclaimed water) to
3 San Fernando Basin and its
4 tributary hill and mountain
5 areas (i.e., total delivered
6 water, [including reclaimed
7 water], less 105% of total
8 sales by Glendale in Verdugo
9 Basin and its tributary hills).

6 In calculating Stored Water credit, by reason of direct
7 spreading of imported or reclaimed water, Watermaster
8 shall assume that 100% of such spread water reached the
9 ground water in the year spread.

10 5.2.1.4 Cummulative Import Return Water Credits.

11 Any import return water which is not extracted in a given
12 water year shall be carried over, separately accounted
13 for, and maintained as a cummulative credit for purposes
14 of future extractions.

15 5.2.1.5 Overextractions. In addition to extrac-

16 tions of stored water, Glendale, Burbank or San Fernando
17 may, in any water year, extract from San Fernando Basin
18 an amount not exceeding 10% of such party's last annual
19 credit for import return water, subject, however, to an
20 obligation to replace such overextraction by reduced
21 extractions during the next succeeding water year. Any
22 such overextraction which is not so replaced shall con-
23 stitute physical solution water, which shall be deemed
24 to have been extracted in said subsequent water year.

25 5.2.1.6 Private Defendant. No private defendant

26 is entitled to extract water from the San Fernando Basin
27 on account of the importation of water thereto by over-
28 lying public entities.

1 5.2.2 Sylmar Basin Rights.

2 5.2.2.1 Rights to Recapture Import Return Waters.

3 Los Angeles and San Fernando have caused imported waters
4 to be brought into ULARA and delivered to lands overlying
5 the Sylmar Basin with the result that percolation and re-
6 turn flow of such delivered water has caused imported
7 waters to become a part of the safe yield of Sylmar Basin.
8 Los Angeles and San Fernando are entitled to recover from
9 Sylmar Basin such imported return waters. In calculating
10 the annual entitlement to recapture such import return
11 water, Los Angeles and San Fernando shall be entitled to
12 35.7% of the preceding water year's imported water de-
13 livered by such party to lands overlying Sylmar Basin.
14 Thus, by way of example, in 1976-77, Los Angeles was
15 entitled to extract 2370 acre feet of ground water from
16 Sylmar Basin, based on delivery to lands overlying said
17 Basin of 6640 acre feet during 1975-76. The quantity of
18 San Fernando's imported water to, and the return flow
19 therefrom, in the Sylmar Basin in the past has been of
20 such minimal quantities that it has not been calculated.

21 5.2.2.2 Rights to Store and Recapture Stored
22 Water. Los Angeles and San Fernando each have the right
23 to store water in Sylmar Basin equivalent to their rights
24 in San Fernando Basin under paragraph 5.2.1.2 hereof.

25 5.2.2.3 Carry Over. Said right to recapture
26 stored water, import return water and other safe yield
27 waters to which a party is entitled, if not exercised in
28 a given year, can be carried over for not to exceed five

1 years, if the underflow through Sylmar Notch does not
2 exceed 400 acre feet per year.

3 5.2.2.4 Private Defendants. No private defendant
4 is entitled to extract water from within the Sylmar Basin
5 on account of the importation of water thereto by over-
6 lying public entities.

7 5.2.3 Verdugo Basin Rights.

8 5.2.3.1 Glendale and Crescenta Valley. Glendale
9 and Crescenta Valley own appropriative and prescriptive
10 rights in and to the total safe yield of Verdugo Basin,
11 without regard as to the portions thereof derived from
12 native water and from delivered imported waters, notwith-
13 standing that both of said parties have caused waters to
14 be imported and delivered on lands overlying Verdugo
15 Basin. Said aggregate rights are as declared in Para-
16 graph 5.1.3.2 of these Conclusions.

17 5.2.3.2 Los Angeles. Los Angeles may have a
18 right to recapture its import return waters by reason of
19 delivered import water in the Basin, based upon reports
20 during and after water year 1977-78, upon application to
21 Watermaster not later than the year following such im-
22 port and on subsequent order after hearing by the Court.

23 5.2.3.3 Private Defendants. No private defendant,
24 as such, is entitled to extract water from within the
25 Verdugo Basin on account of the importation of water
26 thereto by overlying public entities.

27 5.2.4 Eagle Rock Basin Rights.

28 5.2.4.1 Los Angeles. Los Angeles has caused

1 imported water to be delivered for use on lands overlying
2 Eagle Rock Basin and return flow from said delivered
3 imported water constitutes the entire safe yield of Eagle
4 Rock Basin. Los Angeles has the right to extract or
5 cause to be extracted the entire safe yield of Eagle Rock
6 Basin.

7 5.2.4.2 Private Defendants. No private defend-
8 ants have a right to extract water from within Eagle Rock
9 Basin, except pursuant to the physical solution herein.

10 11 6. INJUNCTIONS

12 Each of the parties named or referred to in this Part 6, its
13 officers, agents, employees and officials is, and they are, hereby
14 ENJOINED and RESTRAINED from doing or causing to be done any of the
15 acts herein specified:

16 6.1 Each and Every Defendant -- from diverting the surface
17 waters of the Los Angeles River or extracting the native waters of
18 SAN FERNANDO BASIN, or in any manner interfering with the prior and
19 paramount pueblo right of Los Angeles in and to such waters,
20 except pursuant to the physical solution herein decreed.

21 6.2 Each and Every Private Defendant -- from extracting
22 ground water from the SAN FERNANDO, VERDUGO, or EAGLE ROCK BASINS,
23 except pursuant to physical solution provisions hereof.

24 6.3 Defaulting and Disclaiming Parties (listed in Attachments
25 "C" and "D") -- from diverting or extracting water within ULARA,
26 except pursuant to the physical solution herein decreed.

27 6.4 Glendale -- from extracting ground water from SAN
28 FERNANDO BASIN in any water year in quantities exceeding its

1 import return water credit and any stored water credit, except
2 pursuant to the physical solution; and from extracting water from
3 VERDUGO BASIN in excess of its appropriative and prescriptive right
4 declared herein.

5 6.5 Burbank -- from extracting ground water from SAN FERNANDO
6 BASIN in any water year in quantities exceeding its import return
7 water credit and any stored water credit, except pursuant to the
8 physical solution decreed herein.

9 6.6 San Fernando -- from extracting ground water from SAN
10 FERNANDO BASIN in any water year in quantities exceeding its
11 import return water credit and any stored water credit, except
12 pursuant to the physical solution herein decreed.

13 6.7 Crescenta Valley -- from extracting ground water from
14 VERDUGO BASIN in any year in excess of its appropriative and
15 prescriptive right declared herein.

16 6.8 Los Angeles -- from extracting ground water from SAN
17 FERNANDO BASIN in any year in excess of the native safe yield,
18 plus any import return water credit and stored water credit of said
19 city; provided, that where the needs of Los Angeles require the
20 extraction of Underlying Pueblo Waters, Los Angeles may extract
21 such water subject to an obligation to replace such excess as soon
22 as practical; and from extracting ground water from VERDUGO BASIN
23 in excess of any credit for import return water which Los Angeles
24 may acquire by reason of delivery of imported water for use over-
25 lying said basin, as hereinafter confirmed on application to
26 Watermaster and by subsequent order of the Court.

27 6.9 Non-consumptive and Minimal Consumptive Use Parties.

28 The parties listed in Attachment "F" are enjoined from extracting

1 water from San Fernando Basin, except in accordance with practices
2 specified in Attachment "F", or pursuant to the physical solution herein decreed.

4 7. CONTINUING JURISDICTION

5 7.1 Jurisdiction Reserved. Full jurisdiction, power and
6 authority are retained by and reserved to the Court for purposes of
7 enabling the Court upon application of any party or of the Water-
8 master by motion and upon at least 30 days' notice thereof, and
9 after hearing thereon, to make such further or supplemental orders
10 or directions as may be necessary or appropriate, for interpreta-
11 tion, enforcement or carrying out of this Judgment, and to modify,
12 amend or amplify any of the provisions of this Judgment or to add
13 to the provisions thereof consistent with the rights herein decreed;
14 provided, however, that no such modification, amendment or ampli-
15 fication shall result in a change in the provisions of Section
16 5.2.1.3 or 9.2.1 hereof.

18 8. WATERMASTER

19 8.1 Designation and Appointment.

20 8.1.1 Watermaster Qualification and Appointment. A
21 qualified hydrologist, acceptable to all active public agency
22 parties hereto, will be appointed by subsequent order of the
23 Court to assist the Court in its administration and enforce-
24 ment of the provisions of this Judgment and any subsequent
25 orders of the Court entered pursuant to the Court's continuing
26 jurisdiction. Such Watermaster shall serve at the pleasure of
27 the Court, but may be removed or replaced on motion of any
28 party after hearing and showing of good cause.

1 8.2 Powers and Duties.

2 8.2.1 Scope. Subject to the continuing supervision and
3 control of the Court, Watermaster shall exercise the express
4 powers, and shall perform the duties, as provided in this
5 Judgment or hereafter ordered or authorized by the Court in
6 the exercise of the Court's continuing jurisdiction.

7 8.2.2 Requirement for Reports, Information and Records.
8 Watermaster may require any party to furnish such reports,
9 information and records as may be reasonably necessary to
10 determine compliance or lack of compliance by any party with
11 the provisions of this Judgment.

12 8.2.3 Requirement of Measuring Devices. Watermaster
13 shall require all parties owning or operating any facilities
14 for extraction of ground water from ULARA to install and
15 maintain at all times in good working order, at such party's
16 own expense, appropriate meters or other measuring devices
17 satisfactory to the Watermaster.

18 8.2.4 Inspection by Watermaster. Watermaster shall make
19 inspections of (a) ground water extraction facilities and
20 measuring devices of any party, and (b) water use practices by
21 any party under physical solution conditions, at such times
22 and as often as may be reasonable under the circumstances to
23 verify reported data and practices of such party. Watermaster
24 shall also identify and report on any new or proposed new
25 ground water extractions by any party or non-party.

26 8.2.5 Policies and Procedures. Watermaster shall, with
27 the advice and consent of the Administrative Committee, adopt
28 and amend from time to time Policies and Procedures as may be

1 reasonably necessary to guide Watermaster in performance of
2 its duties, powers and responsibilities under the provisions
3 of this judgment.

4 8.2.6 Data Collection. Watermaster shall collect and
5 verify data relative to conditions of ULARA and its ground
6 water basins from the parties and one or more other govern-
7 mental agencies. Where necessary, and upon approval of the
8 Administrative Committee, Watermaster may develop supplemental
9 data.

10 8.2.7 Cooperation With Other Agencies. Watermaster may
11 act jointly or cooperate with agencies of the United States
12 and the State of California or any political subdivisions,
13 municipalities or districts (including any party) to secure or
14 exchange data to the end that the purpose of this Judgment,
15 including its physical solution, may be fully and economically
16 carried out.

17 8.2.8 Accounting for Non-consumptive Use. Watermaster
18 shall calculate and report annually the non-consumptive and
19 consumptive uses of extracted ground water by each party
20 listed in Attachment "F."

21 8.2.9 Accounting for Accumulated Import Return Water
22 and Stored Water. Watermaster shall record and verify addi-
23 tions, extractions and losses and maintain an annual and
24 cumulative account of all (a) stored water and (b) import
25 return water in San Fernando Basin. Calculation of losses
26 attributable to Stored Water shall be approved by the Adminis-
27 trative Committee or by subsequent order of the Court. For
28 purposes of such accounting, extractions in any water year by

1 Glendale, Burbank or San Fernando shall be assumed to be first
2 from accumulated import return water, second from stored
3 water, and finally pursuant to physical solution; provided,
4 that any such city may, by written notice of intent to Water-
5 master, alter said priority of extractions as between import
6 return water and stored water.

7 8.2.10 Recalculation of Safe Yield. Upon request of the
8 Administrative Committee, or on motion of any party and sub-
9 sequent Court order, Watermaster shall recalculate safe yield
10 of any basin within ULARA. If there has been a material long-
11 term change in storage over a base period (excluding any
12 effects of stored water) in San Fernando Basin the safe yield
13 shall be adjusted by making a corresponding change in native
14 safe yield of the Basin.

15 8.2.11 Watermaster Report. Watermaster shall prepare
16 annually and (after review and approval by Administrative
17 Committee) cause to be served on all active parties, on or
18 before May 1, a report of hydrologic conditions and Water-
19 master activities within ULARA during the preceding water
20 year. Watermaster's annual report shall contain such infor-
21 mation as may be requested by the Administrative Committee,
22 required by Watermaster Policies and Procedures or specified
23 by subsequent order of this Court.

24 8.2.12 Active Party List. Watermaster shall maintain at
25 all times a current list of active parties and their addresses.

26 8.3 Administrative Committee.

27 8.3.1 Committee to be Formed. An Administrative Commit-
28 tee shall be formed to advise with, request or consent to, and

1 review actions of Watermaster. Said Administrative Committee
2 shall be composed of one representative of each party having
3 a right to extract ground water from ULARA, apart from the
4 physical solution. Any such party not desiring to participate
5 in such committee shall so advise Watermaster in writing.

6 8.3.2 Organization and Voting. The Administrative
7 Committee shall organize and adopt appropriate rules and
8 regulations to be included in Watermaster Policies and Pro-
9 cedures. Action of the Administrative Committee shall be by
10 unanimous vote of its members, or of the members affected in
11 the case of an action which affects one or more basins but
12 less than all of ULARA. In the event of inability of the
13 Committee to reach a unanimous position, the matter may, at
14 the request of Watermaster or any party, be referred to the
15 Court for resolution by subsequent order after notice and
16 hearing.

17 8.3.3 Function and Powers. The Administrative Committee
18 shall be consulted by Watermaster and shall request or approve
19 all discretionary Watermaster determinations. In the event of
20 disagreement between Watermaster and the Administrative
21 Committee, the matter shall be submitted to the Court for
22 review and resolution.

23 8.4 Watermaster Budget and Assessments.

24 8.4.1 Watermaster's Proposed Budget. Watermaster
25 shall, on or before May 1, prepare and submit to the Admin-
26 istrative Committee a budget for the ensuing water year.
27 The budget shall be determined for each basin separately and
28 allocated between the separate ground water basins. The

1 total for each basin shall be allocated between the public
2 agencies in proportion to their use of ground water from such
3 basin during the preceding water year.

4 8.4.2 Objections and Review. Any party who objects to
5 the proposed budget, or to such party's allocable share there-
6 of, may apply to the Court within thirty (30) days of receipt
7 of the proposed budget from Watermaster for review and modifi-
8 cation. Any such objection shall be duly noticed to all in-
9 terested parties and heard within thirty (30) days of notice.

10 8.4.3 Notice of Assessment. After thirty (30) days from
11 delivery of Watermaster's proposed budget, or after the order
12 of Court settling any objections thereto, Watermaster shall
13 serve notice on all parties to be assessed of the amount of
14 assessment and the required payment schedule.

15 8.4.4 Payment. All assessments for Watermaster expenses
16 shall be payable on the dates designated in the notice of
17 assessment.

18 8.5 Review of Watermaster Activities.

19 8.5.1 Review Procedures. All actions of Watermaster
20 (other than budget and assessment matters, which are provided
21 for in Paragraph 8.4.2) shall be subject to review by the
22 Court on its own motion or on motion by any party, as follows:

23 8.5.1.1 Noticed Motion. Any party may, by a
24 regularly noticed motion, apply to the Court for review
25 of any Watermaster's action. Notice of such motion shall
26 be served personally or mailed to Watermaster and to all
27 active parties.

28 8.5.1.2 De Novo Nature of Proceedings. Upon the

1 filing of any such motion, the Court shall require the
2 moving party to notify the active parties of a date for
3 taking evidence and argument, and on the date so desig-
4 nated shall review de novo the question at issue. Water-
5 master's findings or decision, if any, may be received
6 in evidence at said hearing, but shall not constitute
7 presumptive or prima facie proof of any fact in issue.

8 8.5.1.3 Decision. The decision of the Court in
9 such proceeding shall be an appealable supplemental order
10 in this case. When the same is final, it shall be
11 binding upon the Watermaster and all parties.

12 13 9. PHYSICAL SOLUTION

14 9.1 Circumstances Indicating Need for Physical Solution.

15 During the period between 1913 and 1955, when there existed tempor-
16 ary surplus waters in the San Fernando Basin, overlying cities and
17 private overlying landowners undertook to install and operate water
18 extraction, storage and transmission facilities to utilize such
19 temporary surplus waters. If the injunction against interference
20 with the prior and paramount rights of Los Angeles to the waters of
21 the San Fernando and Eagle Rock Basins were strictly enforced, the
22 value and utility of those water systems and facilities would be
23 lost or impaired. It is appropriate to allow continued limited
24 extraction from the San Fernando and Eagle Rock Basins by parties
25 other than Los Angeles, subject to assurance that Los Angeles will
26 be compensated for any cost, expense or loss incurred as a result
27 thereof.

28 9.2 Prior Stipulated Judgments. Several defendants

1 heretofore entered into separate stipulated judgments herein,
2 during the period June, 1958 to November, 1965, each of which
3 judgments was subject to the Court's continuing jurisdiction.
4 Without modification of the substantive terms of said prior judg-
5 ments, the same are categorized and merged into this judgment and
6 superseded hereby in the exercise of the Court's continuing juris-
7 diction, as follows:

8 9.2.1 Eagle Rock Basin Parties. Stipulating defendants
9 Foremost and Deep Rock have extracted water from Eagle Rock
10 Basin, whose entire safe yield consist of import return
11 waters of Los Angeles. Said parties may continue to extract
12 water from Eagle Rock Basin to supply their bottled drinking
13 water requirements upon filing all required reports on said
14 extraction with Watermaster and Los Angeles and paying Los
15 Angeles annually an amount equal to \$21.78 per acre foot for
16 the first 200 acre feet, and \$39.20 per acre foot for any
17 additional water extracted in any water year.

18 9.2.2 Non-consumptive or Minimal-consumptive Operations.
19 Certain stipulating defendants extract water from San Fernando
20 Basin for uses which are either non-consumptive or have a
21 minimal consumptive impact. Each of said defendants who have
22 a minimal consumptive impact has a connection to the City of
23 Los Angeles water system and purchases annually an amount of
24 water at least equivalent to the consumptive loss of extracted
25 ground water. Said defendants are:

26 Non-Consumptive

27 Walt Disney Productions

28 Sears, Roebuck & Co.

1 Minimal-Consumptive

2 Conrock Co., for itself and as successor to California
3 Materials Co.; Constance Ray White and Lee L. White;
4 Mary L. Akmadzich and Peter J. Akmadzich
5 Livingston Rock & Gravel, for itself and as successor
6 to Los Angeles Land & Water Co.

7 The nature of each said defendant's water use practices is
8 described in Attachment "F". Subject to required reports to
9 and inspections by Watermaster, each said defendant may
10 continue extractions for said purposes so long as in any year
11 such party continues such non-consumptive or minimal-
12 consumptive use practices.

13 9.2.3 Abandoned Operations. The following stipulating
14 defendants have ceased extracting water from San Fernando
15 Basin and no further need exists for physical solution in
16 their behalf:

17 Knickerbocker Plastic Company, Inc.
18 Carnation Company
19 Hidden Hills Mutual Water Company
20 Southern Pacific Railroad Co.
21 Pacific Fruit Express Co.

22 9.3 Private Defendants. There are private defendants who in-
23 stalled during the years of temporary surplus relatively substantial
24 facilities to extract and utilize ground waters of San Fernando
25 Basin. Said defendants may continue their extractions for consump-
26 tive use up to the indicated annual quantities upon payment of com-
27 pensation to the appropriate city wherein their use of water is
28 principally located, on the basis of the following physical solution:

1 9.3.1 Private Defendants and Appropriate Cities. Said
2 private defendants and the cities to which their said extrac-
3 tions shall be charged and to which physical solution payment
4 shall be made are:

		Annual Quantities (acre feet)
5		
6	Los Angeles - Toluca Lake	100
7	Sportsman's Lodge	25
8	Van de Kamp	120
9	Glendale - Forest Lawn	400
10	Southern Service Co.	75
11	Burbank - Valhalla	300
12	Lockheed	25

13 Provided that said private defendants shall not develop,
14 install or operate new wells or other facilities which will
15 increase existing extraction capacities.

16 9.3.2 Reports and Accounting. All extractions pursuant
17 to this physical solution shall be subject to such reasonable
18 reports and inspections as may be required by Watermaster.

19 9.3.3 Payment. Water extracted pursuant hereto shall
20 be compensated for by annual payment to Los Angeles, and as
21 agreed upon pursuant to paragraph 9.3.3.2 to Glendale and
22 Burbank, thirty days from day of notice by Watermaster, on
23 the following basis:

24 9.3.3.1 Los Angeles. An amount equal to what
25 such party would have paid had water been delivered from
26 the distribution system of Los Angeles, less the average
27 energy cost of extraction of ground water by Los Angeles
28 from San Fernando.

 9.3.3.2 Glendale or Burbank. An amount equal to

1 the sum of the amount payable to Los Angeles under para-
2 graph 9.4 hereof and any additional charges or conditions
3 agreed upon by either such city and any private defendant.

4 9.4 Glendale and Burbank. Glendale and Burbank have each
5 installed, during said years of temporary surplus, substantial
6 facilities to extract and utilize waters of the San Fernando Basin.
7 In addition to the use of such facilities to recover import return
8 water, the distribution facilities of such cities can be most
9 efficiently utilized by relying upon the San Fernando Basin for
10 peaking supplies in order to reduce the need for extensive new
11 surface storage. Glendale and Burbank may extract annual quanti-
12 ties of ground water from the San Fernando Basin, in addition to
13 their rights to import return water or stored water, as heretofore
14 declared, in quantities up to:

15	Glendale	5,500 acre feet
16	Burbank	4,200 acre feet;

17 provided, that said cities shall compensate Los Angeles annually
18 for any such excess extractions over and above their declared
19 rights at a rate per acre foot equal to the average MWD price for
20 municipal and industrial water delivered to Los Angeles during the
21 fiscal year, less the average energy cost of extraction of ground
22 water by Los Angeles from San Fernando Basin during the preceding
23 fiscal year. Provided, further, that ground water extracted by
24 Forest Lawn and Southern Service Co. shall be included in the
25 amount taken by Glendale, and the amount extracted by Valhalla and
26 Lockheed shall be included in the amount taken by Burbank. All
27 water taken by Glendale or Burbank pursuant hereto shall be charged
28 against Los Angeles' rights in the year of such extractions.

1 In the event of emergency, and upon stipulation or motion
2 and subsequent order of the Court, said quantities may be enlarged
3 in any year.

4 9.5 San Fernando. San Fernando delivers imported water on
5 lands overlying the San Fernando Basin, by reason of which said
6 city has a right to recover import return water. San Fernando does
7 not have water extraction facilities in the San Fernando Basin, nor
8 would it be economically or hydrologically useful for such facil-
9 ities to be installed. Both San Fernando and Los Angeles have
10 decreed appropriative rights and extraction facilities in the
11 Sylmar Basin. San Fernando may extract ground water from the
12 Sylmar Basin in a quantity sufficient to utilize its San Fernando
13 Basin import return water credit, and Los Angeles shall reduce its
14 Sylmar Basin extractions by an equivalent amount and receive an
15 offsetting entitlement for additional San Fernando Basin extractions.

16 9.6 Effective Date. This physical solution shall be effec-
17 tive on October 1, 1978, based upon extractions during water year
18 1978-79.

19
20 10. MISCELLANEOUS PROVISIONS

21 10.1 Designation of Address for Notice and Service. Each
22 party shall designate the name and address to be used for purposes
23 of all subsequent notices and service herein by a separate desig-
24 nation to be filed with Watermaster within thirty (30) days after
25 Notice of Entry of Judgment has been served. Said designation may
26 be changed from time to time by filing a written notice of such
27 change with the Watermaster. Any party desiring to be relieved
28 of receiving notices of Watermaster activity may file a waiver of

notice on a form to be provided by Watermaster. Thereafter such party shall be removed from the Active Party list. For purposes of service on any party or active party by the Watermaster, by any other party, or by the Court, of any item required to be served upon or delivered to such party or active party under or pursuant to the Judgment, such service shall be made personally or by deposit in the United States mail, first class, postage prepaid, addressed to the designee and at the address in the latest designation filed by such party or active party.

10.2 Notice of Change in Hydrologic Condition -- Sylmar Basin.

If Sylmar Basin shall hereafter be in a condition of overdraft due to increased or concurrent appropriations by Los Angeles and San Fernando, Watermaster shall so notify the Court and parties concerned, and notice of such overdraft and the adverse effect thereof on private overlying rights shall be given by said cities as prescribed by subsequent order of the Court, after notice and hearing.

10.3 Judgment Binding on Successors. This Judgment and all provisions thereof are applicable to and binding upon not only the parties to this action, but also upon their respective heirs, executors, administrators, successors, assigns, lessees and licensees and upon the agents, employees and attorneys in fact of all such persons.

10.4 Costs. Ordinary court costs shall be borne by each party, and reference costs shall be borne as heretofore allocated and paid.

DATED: Jan 26, 1979.

Judge of the Superior Court

ATTACHMENT "B"
LIST OF DISMISSED PARTIES

Adams, Catherine	Fitz-Patrick, Ada H.
Adair, Leo W.	Fitz-Patrick, C. C.
Anderson, Jesse E.	Frank X. Enderle, Inc., Ltd.
Anderson, Elizabeth A.	George, Florence H.
Anderson, Leland H.	George, Elton
Anderson, Bessie E.	Ghiglia, Frank P.
Bank of America, N.T. & S.A., (Trustee)	Givan, Amelia (Deceased)
Becker, Barbara	Glendale Junior College District of Los Angeles County
Beatrice Foods Company	Glendale Unified School District
Becker, Bert	Glenhaven Memorial Park, Inc.
Bishop, Elfreda M.	Griffith, Howard Barton
Bishop, William E.	Handorf, August V., Heirs of
Block, Leonard W.	Hanna, George
Block, Margery J.	Hicks, Forrest W., Executor of Estate of (California Bank)
Burbank C. U. School District	Houston-Fearless Corp., The
Busk, Rodney E.	Industrial Fuel Supply Co.
California, State of	Intervalley Savings & Loan Association
California Trust Company, (Trustee)	Julius, Adenia C.
California Trust Company, Trustee for First National Bank of Glendale	Julius, Louis A.
Citizens N.T.S. Bank of L.A., Trustee of M. M. Crenshaw	Kaesemeyer, Edna M.
Citizens National Trust & Savings Bank of Los Angeles	Karagozian, Charles
Citizens National Trust & Savings Bank of Los Angeles, Trustee, Deed of Trust 3724	Kates, Nathan as Co-Executor, Estate of Duckworth
Color Corporation of America	Kelley, June
Corporation of America	Kelley, Victor H.
Corporation of America, Trustee for Bank of America 32	Kiener, Harry, Deceased, Heirs of
Doe Corporation, 10-50	Knupp, Guy, Trustee
Doe 18-500	Landes, Clara Bartlett
Duckworth, John W., (Estate of)	Lentz, Richard
Equitable Life Assurance Society of the United States	Los Angeles County Flood Control District
Fidelity Federal Savings & Loan Association	Los Angeles Land and Water Company
	Los Angeles Trust and Savings Deposit Company (Safe)

Los Angeles Safe Deposit Company, Trustee for Security First National Bank of Los Angeles	Richardson, William L.
Los Angeles Trust and Safe Deposit Company, Trustee for H. Kiener	Security First National Bank of Los Angeles, Trustee
Lytle, Lydia L.	Security First National Bank of Los Angeles, Trustee for L. Schwaiger, etc.
Massachusetts Mutual Life Insurance Company	Smith, T. A.
Mahannah, E. E.	Smith, Sidney, Estate of, F. Small, Administrator
Mahannah, Hazel E.	Southern California Service Corp., Trustee for Verdugo Savings and Loan Association
M.C.A., Inc.	Sylmar Properties Inc.
Mangan, Blanche M.	Title Insurance and Trust Co., Trustee for Metropolitan Life Insurance Company, I. 1570
Mangan, Nicholas	Title Insurance and Trust Co., Trustee for Western Mortgage Company
McDougal, Murray	Title Guarantee & Trustee Company, Trustee
McDougal, Marian Y.	Title Insurance & Trust Company, Trustee for C. Fitz-Patrick
Mellenthin, Helen Louise	Title Insurance & Trust Company, Trustee for Intervalley Savings and Loan Association, 1114
Mellenthin, William	Title Insurance & Trust Company, for Fidelity Savings & Loan Association
Metropolitan Life Insurance Company	Title Insurance & Trust Company for Equitable Life Assurance Society, U.S.
Morgan, Kenneth H.	Union Bank & Trust Company of Los Angeles Trustee for B. Becker, et al.
Morgan, Anne	Valliant, Grace C.
Mulholland Orchard Company	Verdugo Savings & Loan Association
Mutual Life Insurance Company of New York	Warner Brothers Pictures, Inc.
Northwestern Mutual Life Insurance Company	Warner Ranch Company, Inc.
Oakmont Club	Walleck, Henry L., as Executor of the Estate of A. Givan
Oakwood Cemetery Association	Western Mortgage Company
Pasadena Savings & Loan Association	Wheeland, H. W.
Pagliai, Bruno	Wilcox, Ray C.
Pacific Lighting Corporation	Wise, Constance Julia
Pierce Brothers Mortuary	Wise, Robert Taylor
Premier Laundry Company, Inc.	Young, Donald M.
Pur-o-Spring Water Company	Young, Marcia S.
Renfrow, Mary Mildred	
Renfrow, Pleasant Thomas	
Reinert, H. C.	
Reinert, Laurotta	
Richardson, Helen I.	

ATTACHMENT "C"
LIST OF DEFAULTED PARTIES

Aetna Life Insurance Company	Corporation of America, Trustee for Bank of America, I. 54
American Savings & Loan Association	Desco Corp.
Babikian, Helen	Diller, Michael
Bank of America, N.T. & S.A., Trustee	Erratchuo, Richard
Bannan, B. A.	Glendale Towel and Linen Supply Company
Bannan, Clotilde R.	Guyer, Irene W.
Berkemeyer, Henry W.	Herrmann, Emily Louise by Louis T. Herrmann, Successor In Interest
Berkemeyer, Hildur M.	
Bell, William M.	Hicks, Forrest W., Executor of Estate of (California Bank)
Bell, Sallie C.	
Borgia, Andrea, Estate of	Hidden Hills Corporation
Borgia, Frances	Holmgrin, Neva Bartlett
Brown, Stella M.	Hope, Lester Townes
Burns, George A.	Hope, Dolores Defina
Burns, Louise J.	Huston Homes (Doe Corporation 8)
California Bank, Trustee re Hollywood State Bank	Johnson, William Arthur, Sr. (Doe 11)
California Bank, Trustee	Johnson, Grace Luvena (Doe 12)
Citizens National Bank & Savings Bank of Los Angeles, Trust for W. Stavert	Jessup, Marguerite R., Trustee (for 6)
Citizens National Trust & Savings Bank of Los Angeles, Mort. I. 164	Jessup, Marguerite Rice
Citizens National Trust & Savings Bank of Los Angeles Trustee	Jessup, Roger
Citizens National Trust & Savings Bank of Los Angeles, Co-Trustee for Estate of A. V. Handorf	La Maida, James V. (Doe 10)
Clauson, Emma S.	La Marda, Tony (La Maida)
Continental Auxillary Company (Doe Corporation 1)	Lancaster, Paul E.
Cowlin, Josephine McC.	Lancaster, William
Cowlin, Donald G.	Land Title Insurance Company, as Trustee
Cowlin, Dorothy N.	Land Title Insurance Company
	Los Angeles Pet Cemetary
	Metropolitan Savings & Loan Association of Los Angeles
	Monteria Lake Association

Mosher, Eloise V.	Title Insurance and Trust Co., Trustee for J. McC. Cowlin
Mosher, W. E.	
Murray, Marie	Title Insurance and Trust Co., Trustee for P. E. Lancaster
Pacific Lighting and Gas Supply Co.	Title Insurance and Trust Co., Trustee T. I., Deed of Trust I. 829
Plemmons, Florence S.	
Plemmons, John R.	Title Insurance and Trust Co., Trustee for C. R. Bannan, et al.
Polar Water Company	
Pryor, Charles	Wheeland, Henry R.
Rauch, Phil	Wheeland, Elizabeth A.
Roger Jessup Farms	Woodward, E. C., Co-Trustee of the Estate of A. V. Handorf
Rushworth, Helen	Wright, Alice M.
Rushworth, Lester	Wright, J. Marion
Schwaiger, Cecil A.	Wright, Irene Evelyn
Schwaiger, Lester R.	Wright, Ralph Carver
Sealand Investment Corporation, Trustee for Metropolitan Savings & Loan Association	
Sealand Investment Corporation	
Smith, Florence S. (Plemmons)	
Southern Service Company, Ltd.	
Stavert, Walter W.	
Sun Valley National Bank of Los Angeles	
Title Insurance and Trust Co., Trustee T. I. Deed of Trust, I. 31, 32	
Title Insurance and Trust Co., Trustee for Intervalley Savings & Loan Association I. 2509	
Title Insurance & Trust Co., Trustee for Massachusetts Mutual Life Insurance Co.	
Title Insurance and Trust Co.	
Title Insurance and Trust Co., Trustee A.	
Title Insurance and Trust Co., Trustee for Sun Valley National Bank of Los Angeles	

ATTACHMENT "D"

DISCLAIMING PARTIES

Andrew Jergens Company, The
Boyar, Mark
Chace, William M.
 (dba V.P.L.C.)
DeMille, Cecil B., Estate of
Drewry Photocolor Corp.
Hayes, Hay B. (Hal)
Houston Color Film
 Laboratories, Inc.
Krown, Samuel P.
La Canada Irrigation District
Lakeside Golf Club (of Hollywood)
Lakewood Water & Power Company
Mack, Lucille
Mollin Investment Co.
Mulholland, P. & R., Trustees
 for R. Wood
Mulholland, Rose

Mulholland, Perry
Mulholland, Thomas
Mureau, Charles
Nathan, Julia N., Trustee
Oakmont Country Club
Platt, George E. Company
Richfield Oil Corporation
Riverwood Ranch Mutual Water
 Company
Smith, Benjamin B.
Southern California Edison
 Company
Spinks Realty Company
Sportsman's Lodge Banquet
 Corporation
Stetson, G. Henry
Technicolor Corporation
Valley Lawn Memorial Park

ATTACHMENT "E"

LIST OF PRIOR STIPULATED JUDGMENTS

<u>PARTY</u>	<u>DATE JUDGMENT FILED</u>
Akmadzich, Mary L.	July 24, 1959
Akmadzich, Peter J.	July 24, 1959
California Materials Company	July 24, 1959
Carnation Company	Nov. 20, 1958
Consolidated Rock Products Co.	July 24, 1959
Hidden Hills Mutual Water Company	March 11, 1965
Knickerbocker Plastic Company, Inc.	Feb. 15, 1960
Livingston Rock & Gravel Co., Inc.	July 24, 1959
Pacific Fruit Express Company	March 11, 1965
Pendleton, Evelyn M., dba Deep Rock Artesian Water Company	Nov. 1, 1965
Sears, Roebuck and Company	June 9, 1958
Southern Pacific Company	March 11, 1965
Sparkletts Drinking Water Corporation	Nov. 1, 1965
Valley Park Corporation	July 24, 1959
Walt Disney Productions	May 15, 1961
White, Constance Ray	Feb. 15, 1960
White, Leo L.	Feb. 15, 1960

ATTACHMENT "F"

STIPULATED

NON-CONSUMPTIVE OR MINIMAL-CONSUMPTIVE USE

PRACTICES

Non-Consumptive Uses

Disney -- extracted ground water is used for air conditioning cooling water in a closed system, which discharges to the channel of the Los Angeles River and is subsequently spread and recharges San Fernando Basin, without measurable diminution or loss.

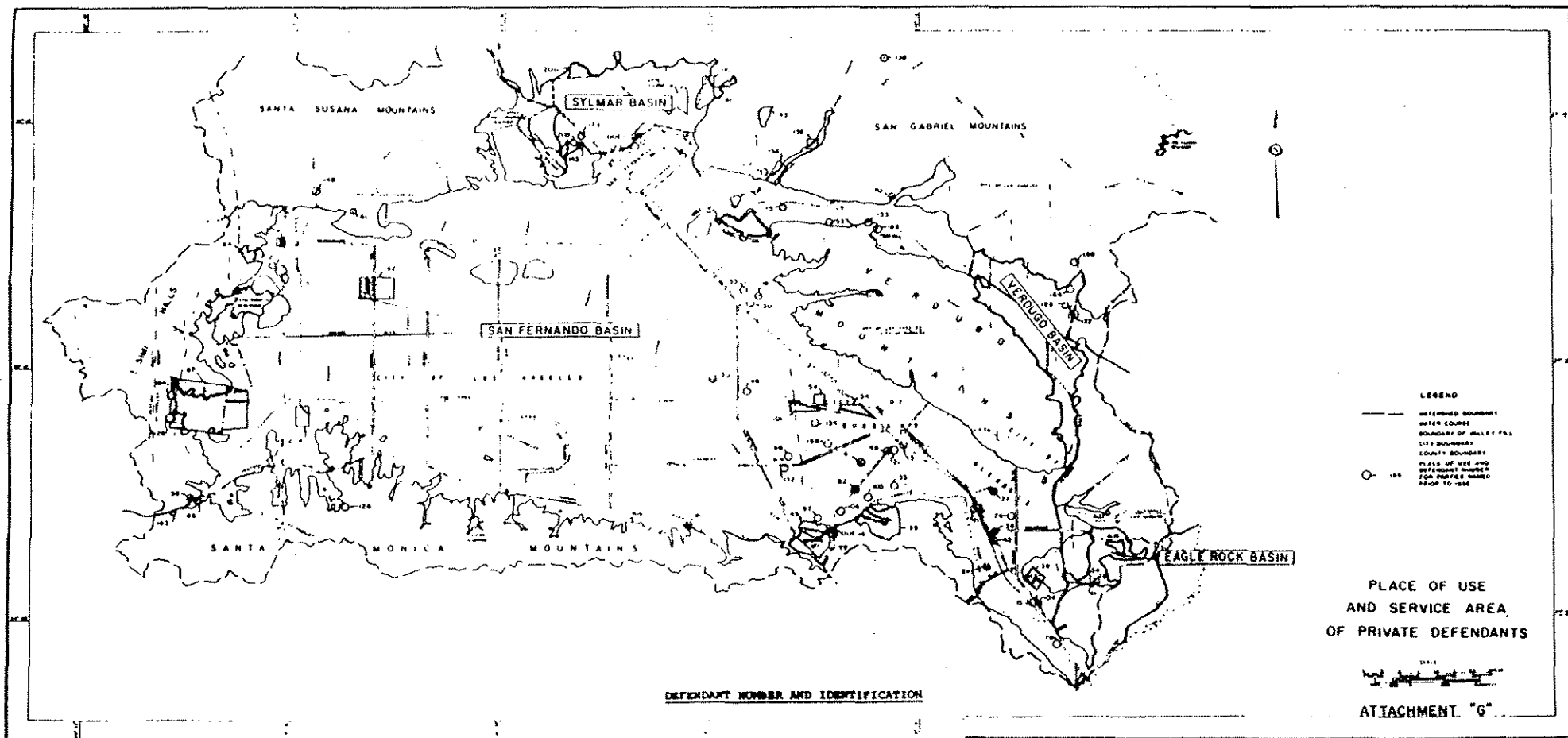
Sears, Lockheed and Carnation -- extracted ground water, or a portion thereof, is used for air conditioning cooling in a closed system, which discharges to San Fernando Basin through an injection well.

Toluca Lake -- that portion of extracted ground water which is not consumptively used, by evaporation or otherwise, is circulated and passed through the lake to the channel of the Los Angeles River immediately upstream from Los Angeles' spreading grounds, where such water is percolated into the ground water of the Basin without measurable diminution or loss.

Sportsman's Lodge -- that portion of extracted ground water which is not consumptively used, by evaporation or otherwise, is circulated and passed through fish ponds and returned to channels tributary to Los Angeles River upstream from Los Angeles' spreading grounds, where such water is percolated into the ground water of the Basin without measurable loss.

MINIMAL-CONSUMPTIVE USES

Conrock -- extracted ground water is used in rock, sand and
 & gravel, and ready-mix concrete operations with net
Livingston consumptive use of 10%, with the remaining 90%
 returning to the ground water. Each party purchases
 surface water from Los Angeles in amounts at least
 equivalent to such consumptive losses.



4 BUNBARK UNIFIED SCHOOL DIST.	48 KNICKERBOCKER PLASTIC CO., INC.	76 SOUTHERN PACIFIC RAILROAD CO.	127 STELLA M. BROWN	188 FLORENCE S. FLEMING
6 L.A.C.F.C.D.	49 LAKESIDE GOLF CLUB OF HOLLYWOOD	77 SOUTHERN SERVICE CO., LTD.	128 MARK BOYAR	194 LESTER RUSHWORTH
13 THE ANDREW JENNINGS CO.	53 LIVINGSTON ROCK & GRAVEL CO.	78 SPARKLETT'S DRINKING WATER COMP.	128 GEORGE A. BURNS	195 LESTER A. SCHWARTZ
15 BEATRICE POORE CO.	54 LOCKHEED AIRCRAFT CORP.	79 SPIRIS REALTY CO.	132 WILLIAM M. CHACE	196 SIDNEY SMITH
18 CALIFORNIA MATERIALS CO.	56 LOS ANGELES PET CEMETERY	80 SPORTSMAN'S LODGE, INC.	134 EMMA L. CLAUSON	200 G. HENRY STETSON
21 CANNATION CO.	61 MONTERIA LAKE ASSOC.	82 TECHNICOLOR CORP.	138 CECIL B. DEMILLE	204 A. M. WARNER
30 CONSOLIDATED ROCK PROD. CO.	62 MULHOLLAND ORCHARD CO.	97 TOLUCA LAKE PROP. OWNERS ASSOC.	141 MAXINE DUCHOWITZ	205 ELIZABETH A. WHEELAND
34 DEEP ROCK ARTESIAN WATER CO.	64 OAKWOOD CEMETERY ASSOC.	99 UNIVERSAL PICTURES CO.	143 RICHARD ERRATCHUO	211 ALICE M. WRIGHT
35 DESCO CORP.	66 PACIFIC LIGHTING & GAS SUPPLY CO.	101 VALHALLA MEMORIAL PARK	148 HOWARD BARTON GRIFFITH	DOE CORP 4 MOLLIN INVESTMENT CORP.
36 DRENNY PHOTOCOLOR CORP.	67 GEORGE E. PLATT CO.	104 VAN DE KAMP'S DUTCH BAKERS INC.	153 NEVA BARTLETT	DOE 1 EMILY LOUIS MERTZGANS
39 FOREST LAWN CO.	68 POLAR WATER CO.	105 WALT DISNEY PRODUCTIONS	164 E. E. MAHANNAR	DOE 14 LESTER TOMES ROPE
41 FRESHFORD WATER CO.	70 RIVERWOOD RANCH MUTUAL WATER CO.	106 WARNER BROS. PICTURES, INC.	168 CELESTE LOUISE MCCABE	
42 GLENDALE TOWEL & LINEN SUPPLY CO.	71 ROGER JESSUP FARMS	117 WILLIAM O. BARTHOLOMAUS	173 KISAG MOORDIGIAN	
43 GLENHAVEN MEMORIAL PARK, INC.	74 SEARS, ROEBUCK & CO.	120 HENRY M. BERKEMEYER	181 JOHN E. MULLIN	
46 HOUSTON COLOR FILM LAB, INC.	75 SOUTHERN CAL. Edison CO.	122 ELFRIDA M. BISHOP	183 CHARLES MURKAO	