# FINAL JUDGMENT

# SUPERIOR COURT CASE 650079

# January 26, 1979

**ANNEX TO THE**

## URBAN WATER MANAGEMENT PLAN

## 2005

**BURBANK WATER and POWER**

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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| THE CITY OF LOS ANGELES,<br>Plaintiff,<br>vs.<br>CITY OF SAN FERNANDO, et al.,<br>Defendants. | ) | NO. 650079 |

JUDGMENT

January 26, 1979

ORIGINAL FILED

JAN 26 1979

JOHN J. CORCORAN, County Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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| THE CITY OF LOS ANGELES, Plaintiff, | ) | No. 650079 |
| vs. | ) | JUDGMENT |
| CITY OF SAN FERNANDO, et al., Defendants. | ) | |

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.

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

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

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

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

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

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

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

[13] Glendale -- Defendant City of Glendale.

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

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

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

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

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

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

[19] Lockheed -- Defendant Lockheed Aircraft Corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

accumulate by In Lieu Storage. Said ground waters are distinguished and separately accounted for in a ground water basin, notwithstanding that the same may be physically commingled with other waters in the basin.

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

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

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

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

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

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

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

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

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

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

2.2 List of Attachments. There are attached hereto the

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

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

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

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

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

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

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

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

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

## 3. PARTIES

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

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

## 4. DECLARATION RE GEOLOGY AND HYDROLOGY

4.1 Geology.

4.1.1 ULARA. ULARA (or Upper Los Angeles River Area), is the watershed or surface drainage area tributary to the 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 <u>San Fernando Basin</u>. 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".

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

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

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

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

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

4.2 Hydrology.

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

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

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

4.2.3 Separate Ground Water Basins. The physical and geologic characteristics of each of the ground water basins, Eagle Rock, Sylmar, Verdugo and San Fernando, cause impediments to inter-basin ground water flow whereby there is created separate underground reservoirs. Each of said basins contains a common source of water supply to parties extracting ground water from each of said basins. The amount of underflow from Sylmar Basin, Verdugo Basin and Eagle Rock Basin to San Fernando Basin is relatively small, and on the average has been approximately 540 acre feet per year from the Sylmar Basin; 80 acre feet per year from Verdugo Basin; and 50 acre feet per year from Eagle Rock Basin. Each has physiographic, geologic and hydrologic differences, one from the other, and

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

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

| Basin | Safe Yield | Native Safe Yield |
|---|---|---|
| San Fernando | 90,680 | 43,660 |
| Sylmar | 6,210 | 3,850 |
| Verdugo | 7,150 | 3,590 |

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

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

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

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

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

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

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

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

## 5. DECLARATION OF RIGHTS

5.1 Right to Native Waters.

5.1.1 Los Angeles River and San Fernando Basin.

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

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

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

water. In the event of need to meet water requirements of its inhabitants, Los Angeles has the additional right, pursuant to its pueblo right, withdraw temporarily from storage Underlying Pueblo Waters, subject to an obligation to replace such water as soon as practical.

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

5.1.2 Sylmar Basin Rights.

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

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

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

beneficial needs of overlying users. Said appropriative rights are:

| | |
|---|---|
| San Fernando | 3,580 acre feet |
| Los Angeles | 1,560 acre feet. |

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 |
| Crescenta Valley | 3,294 acre feet. |

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.

- - - - - - - - - - - - - - -

5.1.4 Eagle Rock Basin Rights.

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

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

5.2 Rights to Imported Waters.

5.2.1 San Fernando Basin Rights.

5.2.1.1 Rights to Recapture Import Return Water. Los Angeles, Glendale, Burbank and San Fernando have each caused imported waters to be brought into ULARA and to be delivered to lands overlying the San Fernando Basin, with the result that percolation and return flow of such delivered water has caused imported waters to become a part of the safe yield of San Fernando Basin. Each of said parties has a right to extract from San Fernando Basin that portion of the safe yield of the Basin attributable to such import return waters.

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

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

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

| | |
|---|---|
| Los Angeles: | 20.8% of all delivered water (including reclaimed water) to valley fill lands of San Fernando Basin. |
| San Fernando: | 26.3% of all imported and reclaimed water delivered to valley-fill lands of San Fernando Basin. |
| Burbank: | 20.0% of all delivered water (including reclaimed water) to San Fernando Basin and its tributary hill and mountain areas. |

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- - - - - - - - - - - - - - -

| | |
|---|---|
| Glendale: | 20.0% of all delivered water (including reclaimed water) to San Fernando Basin and its tributary hill and mountain areas (i.e., total delivered water, [including reclaimed water], less 105% of total sales by Glendale in Verdugo Basin and its tributary hills). |

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

5.2.1.4 Cummulative Import Return Water Credits. Any import return water which is not extracted in a given water year shall be carried over, separately accounted for, and maintained as a cummulative credit for purposes of future extractions.

5.2.1.5 Overextractions. In addition to extractions of stored water, Glendale, Burbank or San Fernando may, in any water year, extract from San Fernando Basin an amount not exceeding 10% of such party's last annual credit for import return water, subject, however, to an obligation to replace such overextraction by reduced extractions during the next succeeding water year. Any such overextraction which is not so replaced shall constitute physical solution water, which shall be deemed to have been extracted in said subsequent water year.

5.2.1.6 Private Defendant. No private defendant is entitled to extract water from the San Fernando Basin on account of the importation of water thereto by overlying public entities.

5.2.2 Sylmar Basin Rights.

5.2.2.1 Rights to Recapture Import Return Waters. Los Angeles and San Fernando have caused imported waters to be brought into ULARA and delivered to lands overlying the Sylmar Basin with the result that percolation and return flow of such delivered water has caused imported waters to become a part of the safe yield of Sylmar Basin. Los Angeles and San Fernando are entitled to recover from Sylmar Basin such imported return waters. In calculating the annual entitlement to recapture such import return water, Los Angeles and San Fernando shall be entitled to 35.7% of the preceding water year's imported water delivered by such party to lands overlying Sylmar Basin. Thus, by way of example, in 1976-77, Los Angeles was entitled to extract 2370 acre feet of ground water from Sylmar Basin, based on delivery to lands overlying said Basin of 6640 acre feet during 1975-76. The quantity of San Fernando's imported water to, and the return flow therefrom, in the Sylmar Basin in the past has been of such minimal quantities that it has not been calculated.

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

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

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

5.2.2.4 Private Defendants. No private defendant is entitled to extract water from within the Sylmar Basin on account of the importation of water thereto by overlying public entities.

5.2.3 Verdugo Basin Rights.

5.2.3.1 Glendale and Crescenta Valley. Glendale and Crescenta Valley own appropriative and prescriptive rights in and to the total safe yield of Verdugo Basin, without regard as to the portions thereof derived from native water and from delivered imported waters, notwithstanding that both of said parties have caused waters to be imported and delivered on lands overlying Verdugo Basin. Said aggregate rights are as declared in Paragraph 5.1.3.2 of these Conclusions.

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

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

5.2.4 Eagle Rock Basin Rights.

5.2.4.1 Los Angeles. Los Angeles has caused

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

5.2.4.2 Private Defendants. No private defendants have a right to extract water from within Eagle Rock Basin, except pursuant to the physical solution herein.

## 6. INJUNCTIONS

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

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

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

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

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

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

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

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

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

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

6.9 Non-consumptive and Minimal Consumptive Use Parties. The parties listed in Attachment "F" are enjoined from extracting

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

## 7. CONTINUING JURISDICTION

7.1 Jurisdiction Reserved. Full jurisdiction, power and authority are retained by and reserved to the Court for purposes of enabling the Court upon application of any party or of the Watermaster by motion and upon at least 30 days' notice thereof, and after hearing thereon, to make such further or supplemental orders or directions as may be necessary or appropriate, for interpretation, enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions thereof consistent with the rights herein decreed; provided, however, that no such modification, amendment or amplification shall result in a change in the provisions of Section 5.2.1.3 or 9.2.1 hereof.

## 8. WATERMASTER

8.1 Designation and Appointment.

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

8.2 Powers and Duties.

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

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

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

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

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

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

8.2.6 Data Collection. Watermaster shall collect and verify data relative to conditions of ULARA and its ground water basins from the parties and one or more other governmental agencies. Where necessary, and upon approval of the Administrative Committee, Watermaster may develop supplemental data.

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

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

8.2.9 Accounting for Accumulated Import Return Water and Stored Water. Watermaster shall record and verify additions, extractions and losses and maintain an annual and cummulative account of all (a) stored water and (b) import return water in San Fernando Basin. Calculation of losses attributable to Stored Water shall be approved by the Administrative Committee or by subsequent order of the Court. For purposes of such accounting, extractions in any water year by

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

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

8.2.11 Watermaster Report. Watermaster shall prepare annually and (after review and approval by Administrative Committee) cause to be served on all active parties, on or before May 1, a report of hydrologic conditions and Watermaster activities within ULARA during the preceding water year. Watermaster's annual report shall contain such information as may be requested by the Administrative Committee, required by Watermaster Policies and Procedures or specified by subsequent order of this Court.

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

8.3 Administrative Committee.

8.3.1 Committee to be Formed. An Administrative Committee shall be formed to advise with, request or consent to, and

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

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

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

8.4 Watermaster Budget and Assessments.

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

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

8.4.2 Objections and Review. Any party who objects to the proposed budget, or to such party's allocable share thereof, may apply to the Court within thirty (30) days of receipt of the proposed budget from Watermaster for review and modification. Any such objection shall be duly noticed to all interested parties and heard within thirty (30) days of notice.

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

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

8.5 Review of Watermaster Activities.

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

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

8.5.1.2 De Novo Nature of Proceedings. Upon the

filing of any such motion, the Court shall require the moving party to notify the active parties of a date for taking evidence and argument, and on the date so designated shall review de novo the question at issue. Watermaster's findings or decision, if any, may be received in evidence at said hearing, but shall not constitute presumptive or prima facie proof of any fact in issue.

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

## 9. PHYSICAL SOLUTION

9.1 Circumstances Indicating Need for Physical Solution. During the period between 1913 and 1955, when there existed temporary surplus waters in the San Fernando Basin, overlying cities and private overlying landowners undertook to install and operate water extraction, storage and transmission facilities to utilize such temporary surplus waters. If the injunction against interference with the prior and paramount rights of Los Angeles to the waters of the San Fernando and Eagle Rock Basins were strictly enforced, the value and utility of those water systems and facilities would be lost or impaired. It is appropriate to allow continued limited extraction from the San Fernando and Eagle Rock Basins by parties other than Los Angeles, subject to assurance that Los Angeles will be compensated for any cost, expense or loss incurred as a result thereof.

9.2 Prior Stipulated Judgments. Several defendants

heretofore entered into separate stipulated judgments herein, during the period June, 1958 to November, 1965, each of which judgments was subject to the Court's continuing jurisdiction. Without modification of the substantive terms of said prior judgments, the same are categorized and merged into this judgment and superseded hereby in the exercise of the Court's continuing jurisdiction, as follows:

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

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

Non-Consumptive

Walt Disney Productions

Sears, Roebuck & Co.

Minimal-Consumptive

Conrock Co., for itself and as successor to California Materials Co.; Constance Ray White and Lee L. White; Mary L. Akmadzich and Peter J. Akmadzich

Livingston Rock & Gravel, for itself and as successor to Los Angeles Land & Water Co.

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

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

Knickerbocker Plastic Company, Inc.

Carnation Company

Hidden Hills Mutual Water Company

Southern Pacific Railroad Co.

Pacific Fruit Express Co.

9.3 Private Defendants. There are private defendants who installed during the years of temporary surplus relatively substantial facilities to extract and utilize ground waters of San Fernando Basin. Said defendants may continue their extractions for consumptive use up to the indicated annual quantities upon payment of compensation to the appropriate city wherein their use of water is principally located, on the basis of the following physical solution:

9.3.1 Private Defendants and Appropriate Cities. Said private defendants and the cities to which their said extractions shall be charged and to which physical solution payment shall be made are:

| | | | Annual Quantities (acre feet) |
|---|---|---|---|
| Los Angeles | - | Toluca Lake | 100 |
| | | Sportsman's Lodge | 25 |
| | | Van de Kamp | 120 |
| Glendale | - | Forest Lawn | 400 |
| | | Southern Service Co. | 75 |
| Burbank | - | Valhalla | 300 |
| | | Lockheed | 25 |

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

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

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

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

9.3.3.2 Glendale or Burbank. An amount equal to

the sum of the amount payable to Los Angeles under paragraph 9.4 hereof and any additional charges or conditions agreed upon by either such city and any private defendant.

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

| | |
|---|---|
| Glendale | 5,500 acre feet |
| Burbank | 4,200 acre feet; |

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

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

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

9.6 Effective Date. This physical solution shall be effective on October 1, 1978, based upon extractions during water year 1978-79.

## 10. MISCELLANEOUS PROVISIONS

10.1 Designation of Address for Notice and Service. Each party shall designate the name and address to be used for purposes of all subsequent notices and service herein by a separate designation to be filed with Watermaster within thirty (30) days after Notice of Entry of Judgment has been served. Said designation may be changed from time to time by filing a written notice of such change with the Watermaster. Any party desiring to be relieved 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

Adair, Leo W.

Anderson, Jesse E.

Anderson, Elizabeth A.

Anderson, Leland H.

Anderson, Bessie E.

Bank of America, N.T. & S.A., (Trustee)

Becker, Barbara

Beatrice Foods Company

Becker, Bert

Bishop, Elfreda M.

Bishop, William E.

Block, Leonard W.

Block, Margery J.

Burbank C. U. School District

Busk, Rodney E.

California, State of

California Trust Company, (Trustee)

California Trust Company, Trustee for First National Bank of Glendale

Citizens N.T.S. Bank of L.A., Trustee of M. M. Crenshaw

Citizens National Trust & Savings Bank of Los Angeles

Citizens National Trust & Savings Bank of Los Angeles, Trustee, Deed of Trust 3724

Color Corporation of America

Corporation of America

Corporation of America, Trustee for Bank of America 32

Doe Corporation, 10-50

Doe 18-500

Duckworth, John W., (Estate of)

Equitable Life Assurance Society of the United States

Fidelity Federal Savings & Loan Association

Fitz-Patrick, Ada H.

Fitz-Patrick, C. C.

Frank X. Enderle, Inc., Ltd.

George, Florence H.

George, Elton

Ghiglia, Frank P.

Givan, Amelia (Deceased)

Glendale Junior College District of Los Angeles County

Glendale Unified School District

Glenhaven Memorial Park, Inc.

Griffith, Howard Barton

Handorf, August V., Heirs of

Hanna, George

Hicks, Forrest W., Executor of Estate of (California Bank)

Houston-Fearless Corp., The

Industrial Fuel Supply Co.

Intervalley Savings & Loan Association

Julius, Adenia C.

Julius, Louis A.

Kaesemeyer, Edna M.

Karagozian, Charles

Kates, Nathan as Co-Executor, Estate of Duckworth

Kelley, June

Kelley, Victor H.

Kiener, Harry, Deceased, Heirs of

Knupp, Guy, Trustee

Landes, Clara Bartlett

Lentz, Richard

Los Angeles County Flood Control District

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

Los Angeles Trust and Safe Deposit Company, Trustee for H. Kiener

Lytle, Lydia L.

Massachusetts Mutual Life Insurance Company

Mahannah, E. E.

Mahannah, Hazel E.

M.C.A., Inc.

Mangan, Blanche M.

Mangan, Nicholas

McDougal, Murray

McDougal, Marian Y.

Mellenthin, Helen Louise

Mellenthin, William

Metropolitan Life Insurance Company

Morgan, Kenneth H.

Morgan, Anne

Mulholland Orchard Company

Mutual Life Insurance Company of New York

Northwestern Mutual Life Insurance Company

Oakmont Club

Oakwood Cemetery Association

Pasadena Savings & Loan Association

Pagliai, Bruno

Pacific Lighting Corporation

Pierce Brothers Mortuary

Premier Laundry Company, Inc.

Pur-o-Spring Water Company

Renfrow, Mary Mildred

Renfrow, Pleasant Thomas

Reinert, H. C.

Reinert, Lauretta

Richardson, Helen I.

Richardson, William L.

Security First National Bank of Los Angeles, Trustee

Security First National Bank of Los Angeles, Trustee for L. Schwaiger, etc.

Smith, T. A.

Smith, Sidney, Estate of, F. Small, Administrator

Southern California Service Corp., Trustee for Verdugo Savings and Loan Association

Sylmar Properties Inc.

Title Insurance and Trust Co., Trustee for Metropolitan Life Insurance Company, I. 1570

Title Insurance and Trust Co., Trustee for Western Mortgage Company

Title Guarantee & Trustee Company, Trustee

Title Insurance & Trust Company, Trustee for C. Fitz-Patrick

Title Insurance & Trust Company, Trustee for Intervalley Savings and Loan Association, 1114

Title Insurance & Trust Company, for Fidelity Savings & Loan Association

Title Insurance & Trust Company for Equitable Life Assurance Society, U.S.

Union Bank & Trust Company of Los Angeles Trustee for B. Becker, et al.

Valliant, Grace C.

Verdugo Savings & Loan Association

Warner Brothers Pictures, Inc.

Warner Ranch Company, Inc.

Walleck, Henry L., as Executor of the Estate of A. Givan

Western Mortgage Company

Wheeland, H. W.

Wilcox, Ray C.

Wise, Constance Julia

Wise, Robert Taylor

Young, Donald M.

Young, Marcia S.

ATTACHMENT "C"
LIST OF DEFAULTED PARTIES

Aetna Life Insurance Company

American Savings & Loan Association

Babikian, Helen

Bank of America, N.T. & S.A., Trustee

Bannan, B. A.

Bannan, Clotilde R.

Berkemeyer, Henry W.

Berkemeyer, Hildur M.

Bell, William M.

Bell, Sallie C.

Borgia, Andrea, Estate of

Borgia, Frances

Brown, Stella M.

Burns, George A.

Burns, Louise J.

California Bank, Trustee re Hollywood State Bank

California Bank, Trustee

Citizens National Bank & Savings Bank of Los Angeles, Trust for W. Stavert

Citizens National Trust & Savings Bank of Los Angeles, Mort. I. 164

Citizens National Trust & Savings Bank of Los Angeles Trustee

Citizens National Trust & Savings Bank of Los Angeles, Co-Trustee for Estate of A. V. Handorf

Clauson, Emma S.

Continental Auxillary Company (Doe Corporation 1)

Cowlin, Josephine McC.

Cowlin, Donald G.

Cowlin, Dorothy N.

Corporation of America, Trustee for Bank of America, I. 54

Desco Corp.

Diller, Michael

Erratchuo, Richard

Glendale Towel and Linen Supply Company

Guyer, Irene W.

Herrmann, Emily Louise by Louis T. Herrmann, Successor In Interest

Hicks, Forrest W., Executor of Estate of (California Bank)

Hidden Hills Corporation

Holmgrin, Neva Bartlett

Hope, Lester Townes

Hope, Dolores Defina

Huston Homes (Doe Corporation 8)

Johnson, William Arthur, Sr. (Doe 11)

Johnson, Grace Luvena (Doe 12)

Jessup, Marguerite R., Trustee (for 6)

Jessup, Marguerite Rice

Jessup, Roger

La Maida, James V. (Doe 10)

La Marda, Tony (La Maida)

Lancaster, Paul E.

Lancaster, William

Land Title Insurance Company, as Trustee

Land Title Insurance Company

Los Angeles Pet Cemetary

Metropolitan Savings & Loan Association of Los Angeles

Monteria Lake Association

Mosher, Eloise V.

Mosher, W. E.

Murray, Marie

Pacific Lighting and Gas Supply Co.

Plemmons, Florence S.

Plemmons, John R.

Polar Water Company

Pryor, Charles

Rauch, Phil

Roger Jessup Farms

Rushworth, Helen

Rushworth, Lester

Schwaiger, Cecil A.

Schwaiger, Lester R.

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

Title Insurance and Trust Co., Trustee for J. McC. Cowlin

Title Insurance and Trust Co., Trustee for P. E. Lancaster

Title Insurance and Trust Co., Trustee T. I., Deed of Trust I. 829

Title Insurance and Trust Co., Trustee for C. R. Bannan, et al.

Wheeland, Henry R.

Wheeland, Elizabeth A.

Woodward, E. C., Co-Trustee of the Estate of A. V. Handorf

Wright, Alice M.

Wright, J. Marion

Wright, Irene Evelyn

Wright, Ralph Carver

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

| PARTY | DATE JUDGMENT FILED |
|---|---|
| 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.

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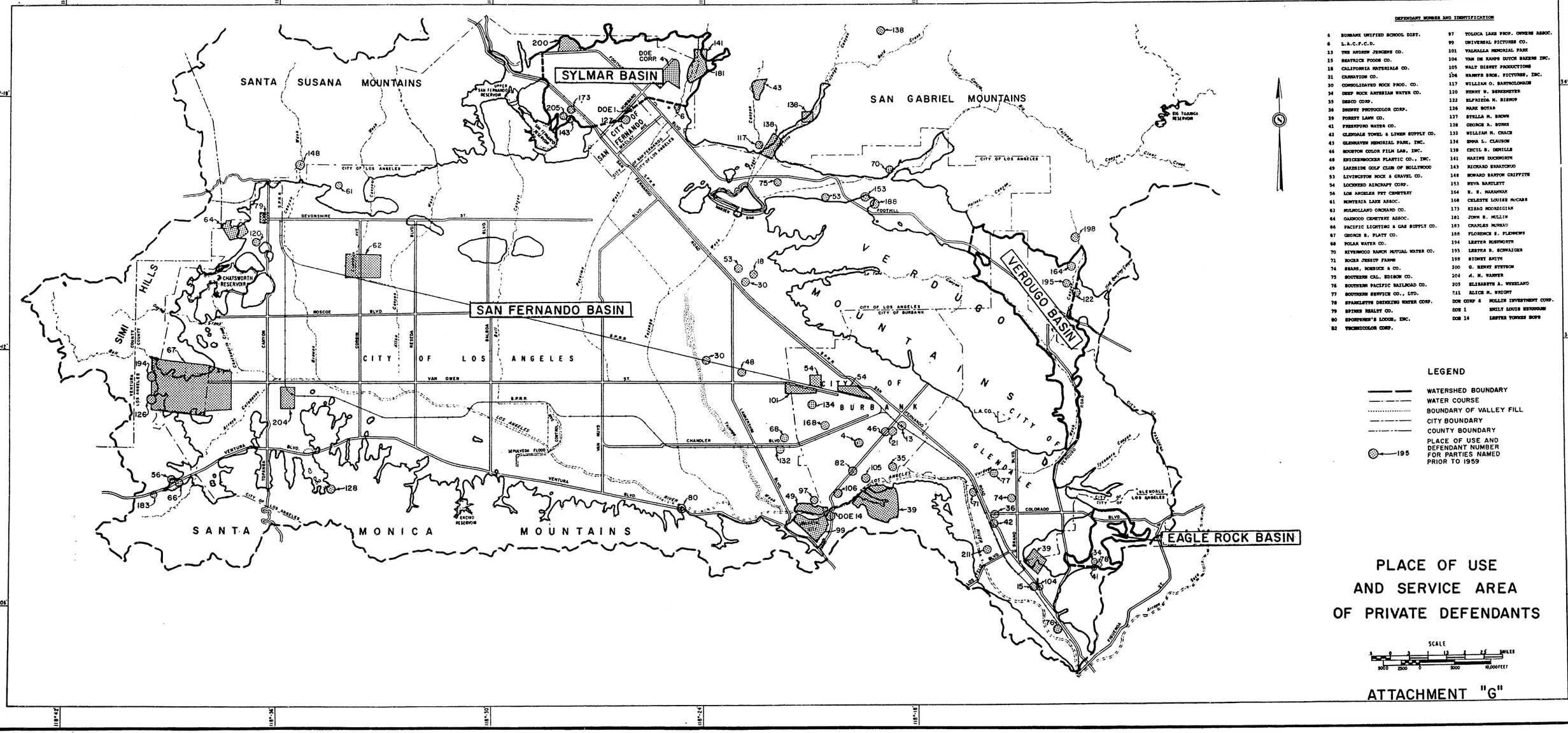
## MINIMAL-CONSUMPTIVE USES

Conrock & Livingston -- extracted ground water is used in rock, sand and gravel, and ready-mix concrete operations with net 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.




**DEFENDANT NUMBER AND IDENTIFICATION**

| | | | |
|---|---|---|---|
| 4 | BURBANK UNIFIED SCHOOL DIST. | 97 | TOLUCA LAKE PROP. OWNERS ASSOC. |
| 6 | L.A.C.F.C.D. | 99 | UNIVERSAL PICTURES CO. |
| 13 | THE ANDREW JERGENS CO. | 101 | VALHALLA MEMORIAL PARK |
| 15 | BEATRICE FOODS CO. | 104 | VAN DE KAMP'S DUTCH BAKERS INC. |
| 18 | CALIFORNIA MATERIALS CO. | 105 | WALT DISNEY PRODUCTIONS |
| 21 | CARNATION CO. | 106 | WARNER BROS. PICTURES, INC. |
| 30 | CONSOLIDATED ROCK PROD. CO. | 117 | WILLIAM O. BARTHOLOMAUS |
| 34 | DEEP ROCK ARTESIAN WATER CO. | 120 | HENRY W. BERKENEYER |
| 35 | DESCO CORP. | 122 | ELFRIEDA M. BISHOP |
| 36 | DREWRY PHOTOCOLOR CORP. | 126 | MARK BOYAR |
| 39 | FOREST LAWN CO. | 127 | STELLA M. BROWN |
| 41 | FRESNPURO WATER CO. | 128 | GEORGE R. BURNES |
| 42 | GLENDALE TOWEL & LINEN SUPPLY CO. | 132 | WILLIAM M. CHACE |
| 43 | GLENHAVEN MEMORIAL PARK, INC. | 134 | EMMA L. CLAUSEN |
| 46 | HOUSTON COLOR FILM LAB, INC. | 138 | CECIL B. DEMILLE |
| 48 | KNICKERBOCKER PLASTIC CO., INC. | 141 | MAXINE DUCSMORTH |
| 49 | LAKESIDE GOLF CLUB OF HOLLYWOOD | 143 | RICHARD ERRATCHUO |
| 53 | LIVINGSTON ROCK & GRAVEL CO. | 148 | HOWARD BANTON GRIFFITH |
| 54 | LOCKHEED AIRCRAFT CORP. | 153 | NEVA BARTLETT |
| 56 | LOS ANGELES PET CEMETERY | 164 | E. E. MARANKNAN |
| 61 | MONTERIA LAKE ASSOC. | 168 | CELESTE LOUISE McCABE |
| 62 | MULHOLLAND ORCHARD CO. | 173 | KISAG MOORDIGIAN |
| 64 | OAKWOOD CEMETERY ASSOC. | 181 | JOHN E. MULLIN |
| 66 | PACIFIC LIGHTING & GAS SUPPLY CO. | 183 | CHARLES MUREAU |
| 67 | GEORGE E. PLATT CO. | 188 | FLORENCE S. PLEMONS |
| 68 | POLAR WATER CO. | 194 | LESTER RUSHWORTH |
| 70 | RIVERWOOD RANCH MUTUAL WATER CO. | 195 | LESTER R. SCHWAIGER |
| 71 | ROGER JESSUP FARMS | 198 | SIDNEY SMITH |
| 74 | SEARS, ROEBUCK & CO. | 200 | G. HENRY STETSON |
| 75 | SOUTHERN CAL. EDISON CO. | 204 | A. N. WARNER |
| 76 | SOUTHERN PACIFIC RAILROAD CO. | 205 | ELISABETH A. WHEELAND |
| 77 | SOUTHERN SERVICE CO., LTD. | 211 | ALICE M. WRIGHT |
| 78 | SPANLETTS DRINKING WATER CORP. | DOE CORP 4 | MULLIN INVESTMENT CORP. |
| 79 | SPINES REALTY CO. | DOE 1 | EMILY LOUIS BERNHAM |
| 80 | SPORTSMEN'S LODGE, INC. | DOE 14 | LESTER TORRES HOPE |
| 82 | TECHNICOLOR CORP. | | |

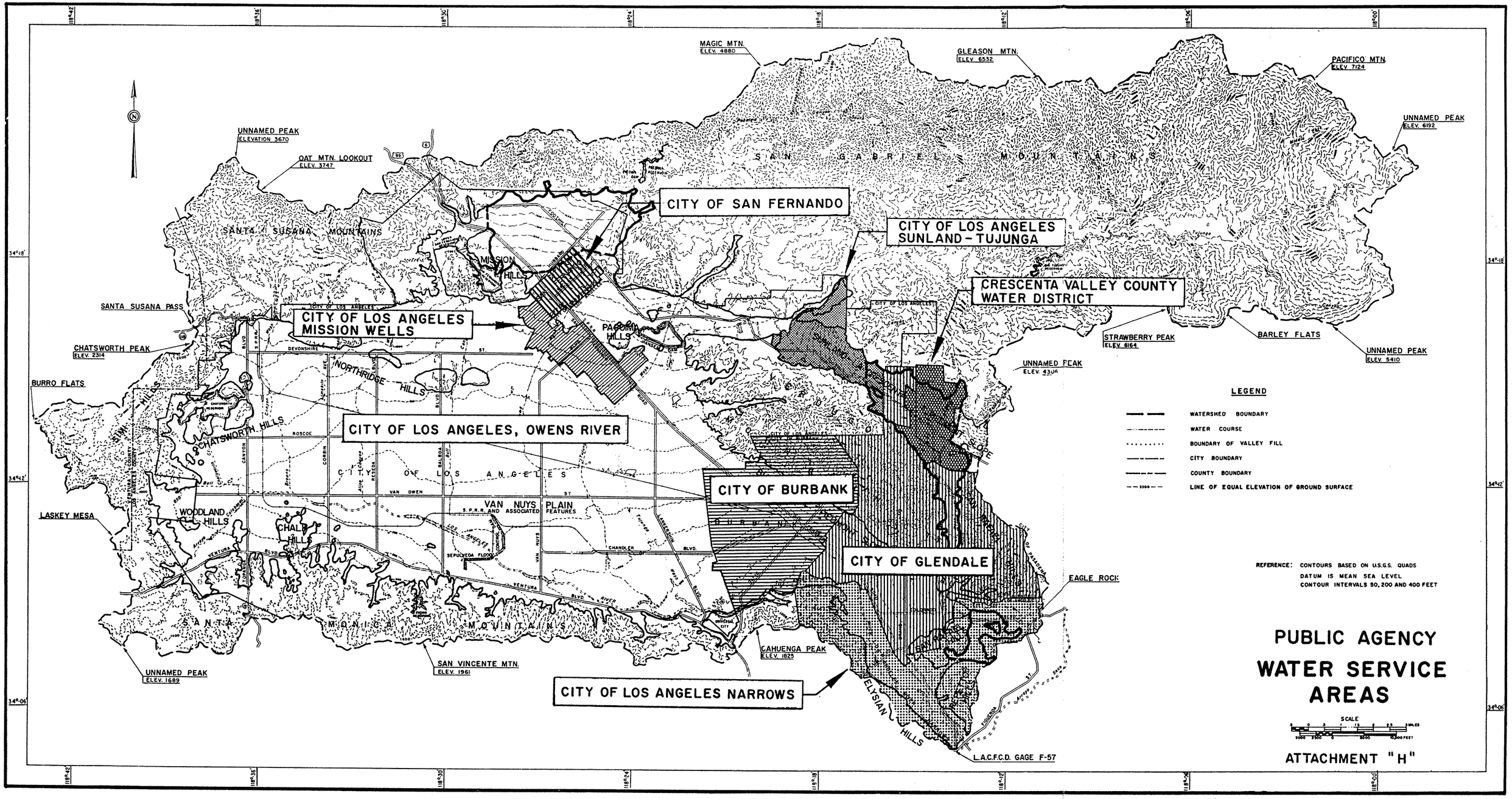
**LEGEND**

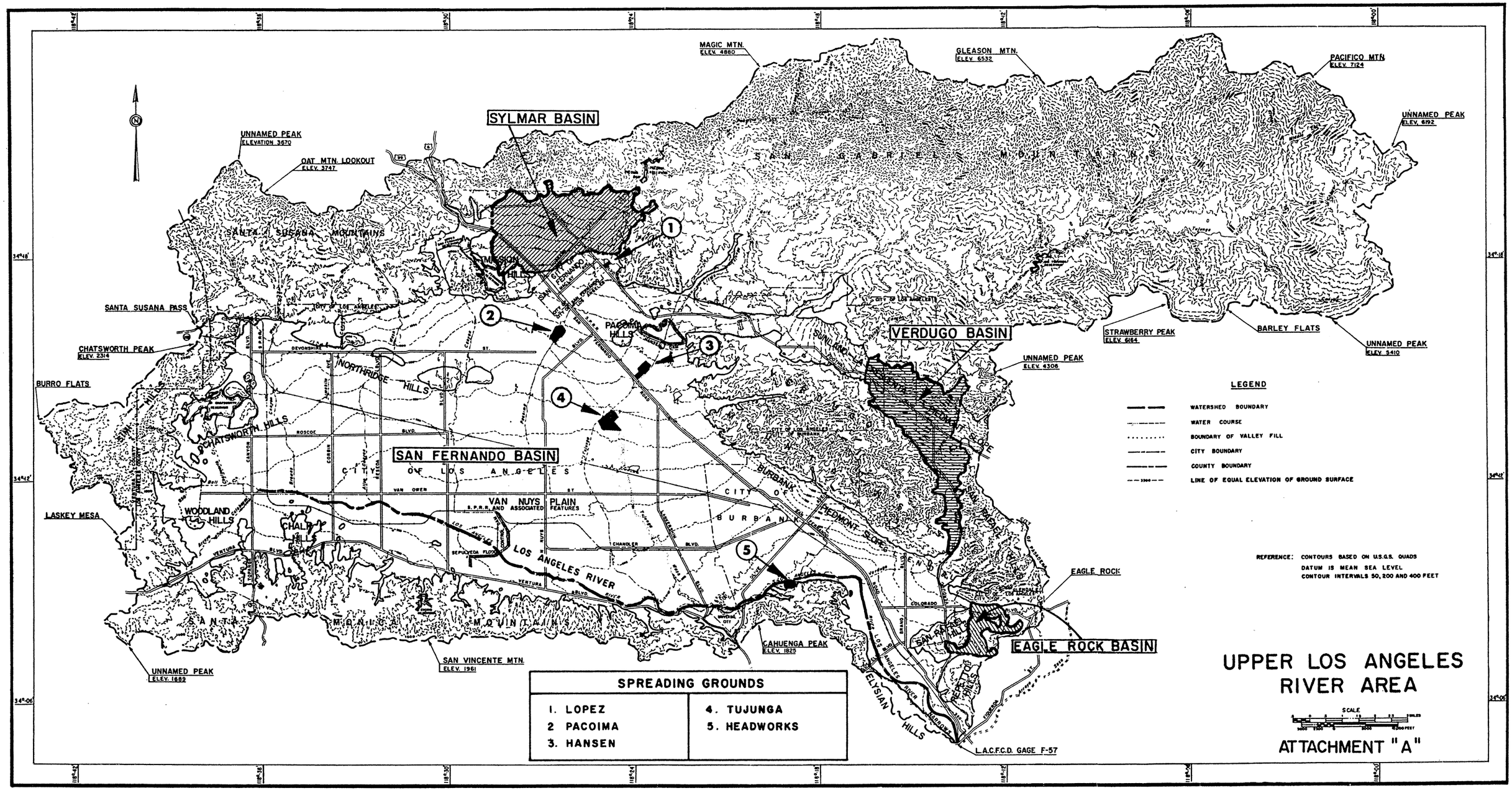
- WATERSHED BOUNDARY
- WATER COURSE
- BOUNDARY OF VALLEY FILL
- CITY BOUNDARY
- COUNTY BOUNDARY
- PLACE OF USE AND DEFENDANT NUMBER FOR PARTIES NAMED PRIOR TO 1959 (195)

**PLACE OF USE AND SERVICE AREA OF PRIVATE DEFENDANTS**

SCALE

ATTACHMENT "G"


MAGIC MTN.
ELEV. 4880
GLEASON MTN.
ELEV. 6532
PACIFICO MTN.
ELEV. 7124
UNNAMED PEAK
ELEV. 6192
UNNAMED PEAK
ELEVATION 3670
OAT MTN. LOOKOUT
ELEV. 3747
SAN GABRIEL MOUNTAINS
SANTA SUSANA MOUNTAINS
CITY OF SAN FERNANDO
CITY OF LOS ANGELES
SUNLAND - TUJUNGA
CRESCENTA VALLEY COUNTY
WATER DISTRICT
MISSION HILLS
PACOIMA HILLS
SANTA SUSANA PASS
CITY OF LOS ANGELES
MISSION WELLS
CHATSWORTH PEAK
ELEV. 2314
BURRO FLATS
NORTHRIDGE HILLS
CHATSWORTH HILLS
STW. HILLS
CITY OF LOS ANGELES, OWENS RIVER
CITY OF LOS ANGELES
VAN NUYS PLAIN
S.P.R.R. AND ASSOCIATED FEATURES
CITY OF BURBANK
LASKEY MESA
WOODLAND HILLS
CHALK HILLS
SEPULVEDA FLOOD CONTROL
CITY OF GLENDALE
STRAWBERRY PEAK
ELEV. 6164
BARLEY FLATS
UNNAMED PEAK
ELEV. 5410
UNNAMED PEAK
ELEV. 4306
EAGLE ROCK
SANTA MONICA MOUNTAINS
UNNAMED PEAK
ELEV. 1689
SAN VINCENTE MTN.
ELEV. 1961
CAHUENGA PEAK
ELEV. 1825
CITY OF LOS ANGELES NARROWS
ELYSIAN HILLS
L.A.C.F.C.D. GAGE F-57
LEGEND
WATERSHED BOUNDARY
WATER COURSE
BOUNDARY OF VALLEY FILL
CITY BOUNDARY
COUNTY BOUNDARY
LINE OF EQUAL ELEVATION OF GROUND SURFACE
REFERENCE: CONTOURS BASED ON U.S.G.S. QUADS
DATUM IS MEAN SEA LEVEL
CONTOUR INTERVALS 50, 200 AND 400 FEET
PUBLIC AGENCY
WATER SERVICE
AREAS
SCALE
ATTACHMENT "H"


SYLMAR BASIN
VERDUGO BASIN
SAN FERNANDO BASIN
EAGLE ROCK BASIN
MAGIC MTN. ELEV. 4880
GLEASON MTN. ELEV. 6532
PACIFICO MTN. ELEV. 7124
UNNAMED PEAK ELEV. 6192
UNNAMED PEAK ELEVATION 3670
OAT MTN. LOOKOUT ELEV. 3747
SANTA SUSANA MOUNTAINS
SAN GABRIEL MOUNTAINS
SANTA SUSANA PASS
CHATSWORTH PEAK ELEV. 2314
BURRO FLATS
STRAWBERRY PEAK ELEV. 6164
BARLEY FLATS
UNNAMED PEAK ELEV. 5410
UNNAMED PEAK ELEV. 4306
NORTHRIDGE HILLS
CHATSWORTH HILLS
WOODLAND HILLS
LASKEY MESA
CITY OF LOS ANGELES
VAN NUYS PLAIN
ASSOCIATED FEATURES
CITY OF BURBANK
BURBANK PIEDMONT SLOPE
LOS ANGELES RIVER
EAGLE ROCK
SAN RAFAEL HILLS
ELYSIAN HILLS
REPETTO HILLS
SAN VINCENTE MTN. ELEV. 1961
CAHUENGA PEAK ELEV. 1825
UNNAMED PEAK ELEV. 1682
L.A.C.F.C.D. GAGE F-57
LEGEND
WATERSHED BOUNDARY
WATER COURSE
BOUNDARY OF VALLEY FILL
CITY BOUNDARY
COUNTY BOUNDARY
LINE OF EQUAL ELEVATION OF GROUND SURFACE
REFERENCE: CONTOURS BASED ON U.S.G.S. QUADS
DATUM IS MEAN SEA LEVEL
CONTOUR INTERVALS 50, 200 AND 400 FEET
SPREADING GROUNDS
1. LOPEZ
2 PACOIMA
3. HANSEN
4. TUJUNGA
5. HEADWORKS
UPPER LOS ANGELES RIVER AREA
SCALE
ATTACHMENT "A"