

EXHIBIT 3

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

January 26, 1979

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There follows by consecutive paging a Table of Contents (pages i. to ix.), Recitals (page 1), Definitions and List of Attachments (pages 2 to 6), Findings of Fact (pages 7 to 35), Conclusions of Law (pages 36 to 49) and Attachments (pages 50 to 58). Each and all of said several parts constitute a single integrated pleading to be referred to as "Findings of Fact and Conclusions of Law" herein.

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1 [7] Eagle Rock Basin -- The separate ground water basin
2 underlying the area shown as such on Attachment "A".

3 [8] Extract or Extraction -- To produce ground water,
4 or its production, by pumping or any other means.

5 [9] Fiscal Year -- July 1 through June 30 of the
6 following calendar year.

7 [10] Foremost -- Defendant Foremost Foods Company,
8 successor to defendant Sparkletts Drinking Water Corp.

9 [11] Forest Lawn -- Collectively, defendants Forest
10 Lawn Cemetery Association, Forest Lawn Company, Forest
11 Lawn Memorial-Park Association, and American Security and
12 Fidelity Corporation.

13 [12] Gage F-57 -- The surface stream gaging station
14 operated by Los Angeles County Flood Control District
15 and situated in Los Angeles Narrows immediately upstream
16 from the intersection of the Los Angeles River and Arroyo
17 Seco, at which point the surface outflow from ULARA is
18 measured.

19 [13] Glendale -- Defendant City of Glendale.

20 [14] Ground Water -- Water beneath the surface of the
21 ground and within the zone of saturation.

22 [15] Hersch & Plumb -- Defendants David and Eleanor A.
23 Hersch and Gerald B. and Lucille Plumb, successors to
24 Wellesley and Duckworth defendants.

25 [16] Import Return Water -- Ground water derived from
26 percolation attributable to delivered imported water.

27 [17] Imported Water -- Water used within ULARA, which
28 is derived from sources outside said watershed. Said term

1 does not include inter-basin transfers wholly within ULARA.

2 [18] In Lieu Storage -- The act of accumulating ground
3 water in a basin by intentional reduction of extractions of
4 ground water which a party has a right to extract.

5 [19] Lockheed -- Defendant Lockheed Aircraft Corpor-
6 ation.

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 of
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 intention-
28 ally spread, or (2) safe yield water which is allowed to

1 accumulate by In Lieu Storage. Said ground waters are
2 distinguished 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 waters in the
16 San Fernando Basin which underlie safe yield and stored
17 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
27 used to refer to the places and locations thereof as shown on
28 Attachment "A".

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1 FINDINGS OF FACT

2 1. PARTIES

3 1.1 Dismissals. Dismissals heretofore have been filed as to
4 each and all of the parties listed on Attachment "B".

5 1.2 Defaults. Defaults heretofore have been duly entered by
6 the clerk against each and all of the parties listed on Attachment
7 "C".

8 1.3 Disclaimers. Disclaimers heretofore have been filed by
9 which each and all of the parties listed in Attachment "D" dis-
10 claim any claim, right, title, estate or interest in the property
11 which is the subject matter of this action, to wit, rights in and
12 to the surface and subsurface waters of ULARA.

13 1.4 Prior Stipulated Judgments. Separate judgments hereto-
14 fore have been entered pursuant to and in accordance with stipula-
15 tions entered into between Los Angeles and the parties named in
16 Attachment "E". Each and all of the judgments are subject to the
17 continuing jurisdiction of the court. Subsequent thereto, stipu-
18 lations were filed for amendment of the forms for said stipulated
19 judgment provisions to be incorporated in the final judgment
20 herein, and proceedings were had as to non-stipulating parties
21 pursuant to the Court's retained jurisdiction under said prior
22 stipulated judgments.

23 1.5 Active Parties. The following parties have remained as
24 active parties throughout trial, appeal and remand proceedings
25 herein:

26 1.5.1 Los Angeles, plaintiff herein, was incorporated
27 under the laws of the State of California. (Stats. 1850,
28 Ch. 30 and 60) By reason of said incorporation, Los Angeles

1 succeeded to all rights, claims, and powers of the Pueblo de
2 Los Angeles, in regard to water rights. As of July 1976, its
3 population was 2,759,564. During the period since its in-
4 corporation, annexations have extended the territory within
5 Los Angeles from 4 to over 463 square miles. In 1902, Los
6 Angeles had a plant investment of \$1,807,000 in its local
7 water system facilities. Presently, it has a plant invest-
8 ment in such facilities of \$669,877,000.

9 1.5.2 Burbank is a chartered city under the laws of the
10 State of California and was incorporated on July 8, 1911.
11 Since 1913, Burbank has continuously provided water to its
12 inhabitants by a municipally-owned water system. As of July
13 1976, its population was 83,552. Burbank's principal source
14 of water has heretofore been from wells in the San Fernando
15 Basin. Burbank's investment in water and power facilities
16 and plant as of June 30, 1977 was \$92,078,290.

17 1.5.3 Glendale is a chartered city under the laws of
18 the State of California and was incorporated on February 15,
19 1906. As of July 1976, its population was 131,455. The
20 principal source of water supply for Glendale has heretofore
21 been from wells in the San Fernando Basin; and to a lesser
22 extent from the Verdugo Basin. Glendale had, as of June 30,
23 1977, a total investment in water facilities and plant of
24 approximately \$27,400,000.

25 1.5.4 San Fernando is a general law city of the State
26 of California and was incorporated on August 31, 1911. The
27 territory within San Fernando has remained essentially stable
28 while the population has grown from approximately 2,000 in

1 1911 to 15,169 in July, 1976. Approximately 9% of San
2 Fernando's territory and water use overlies the Sylmar Basin
3 and 91% overlies the San Fernando Basin. San Fernando's
4 primary source of water is ground water pumped from the
5 Sylmar Basin. San Fernando had, as of June 30, 1977, a
6 total investment in water facilities and plant of approxi-
7 mately \$3,855,986.

8 1.5.5 Crescenta Valley is a county water district or-
9 ganized under the laws of the State of California. Its
10 principal source of water supply is obtained from wells in
11 the Verdugo Basin which are blended with imported water
12 purchased from MWD. Crescenta Valley's total investment in
13 plant as of December 31, 1977, amounted to \$7,199,471.

14 1.5.6 Private Defendants. The remaining active parties
15 are individual or corporate defendants who are the owners of
16 overlying lands who have produced ground water from the
17 indicated basins within ULARA:

18 San Fernando Basin

19 Bartholomaus

20 Forest Lawn

21 Lockheed

22 Celeste Louise McCabe

23 Toluca Lake

24 Valhalla

25 Van de Kamp

26 Sylmar Basin

27 Moordigian

28 Hersch & Plumb

1.6 Location of Service Areas. Place of Use and Service Area of Private Defendants are shown on Attachment "G". Public Agency Service Areas are shown on Attachment "H". Descriptions of said properties and the various interests therein are contained in Exhibits LA 307 and LA 308.

2. GEOLOGY AND HYDROLOGY

2.1 Geology.

2.1.1 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

1 Mountains, the Elysian, San Rafael and Repetto Hills. Each
2 of said washes is a non-perennial stream whose flood flows
3 and rising waters are naturally tributary to the Los Angeles
4 River. The Los Angeles River within ULARA and most of said
5 tributary natural washes have been replaced, and in some
6 instances relocated, by concrete-lined flood control chan-
7 nels. There are 85.3 miles of such channels within ULARA,
8 62% of which have lined concrete bottoms.

9 2.1.2 San Fernando Basin. San Fernando Basin is the
10 major ground water basin in ULARA. It underlies 112,047
11 acres and is located in the area shown as such on Attachment
12 "A". Boundary conditions of the San Fernando Basin consist
13 on the east and northeast of alluvial contacts with non-
14 waterbearing series along the San Rafael Hills and Verdugo
15 Mountains and the Santa Susana Mountains and Simi Hills on
16 the northwest and west and the Santa Monica Mountains on the
17 south. Water-bearing material in said basin extends to at
18 least 1000 feet below the surface. Rising water outflow from
19 the San Fernando Basin passes its downstream and southerly
20 boundary in the vicinity of Gage F-57, which is located in
21 Los Angeles Narrows about 300 feet upstream from the Figueroa
22 Street (Dayton Street) Bridge. The San Fernando Basin is
23 separated from the Sylmar Basin on the north by the eroded
24 south limb of the Little Tujunga Syncline which causes a
25 break in the ground water surface of about 40 to 50 feet.

26 2.1.3 Sylmar Basin. Sylmar Basin underlies 5,565 acres
27 and is located in the area shown as such on Attachment "A".
28 Water-bearing material in said basin extends to depths in

1 excess of 12,000 feet below the surface. Boundary conditions
2 of Sylmar Basin consist of the San Gabriel Mountains on the
3 north, a topographic divide in the valley fill between the
4 Mission Hills and San Gabriel Mountains on the west, the
5 Mission Hills on the southwest, Upper Lopez Canyon Saugus
6 Formation on the east, along the east bank of Pacoima Wash,
7 and the eroded south limb of the Little Tujunga Syncline on
8 the south.

9 2.1.4 Verdugo Basin. Verdugo Basin underlies 4,400
10 acres and is located in the area shown as such on Attachment
11 "A". Boundary conditions of Verdugo Basin consist of the San
12 Gabriel Mountains on the north, the Verdugo Mountains on the
13 south and southwest, the San Rafael Hills on the southeast
14 and the topographic divide on the east between the drainage
15 area that is tributary to the Tujunga Wash to the west and
16 Verdugo Wash to the east, the ground water divide on the west
17 between Monk Hill-Raymond Basin and the Verdugo Basin on the
18 east and a submerged dam constructed at the mouth of Verdugo
19 Canyon on the south.

20 2.1.5 Eagle Rock Basin. Eagle Rock Basin underlies 807
21 acres and is located in the area shown as such on Attachment
22 "A". Boundary conditions of Eagle Rock Basin consist of the
23 San Rafael Hills on the north and west and the Repetto Hills
24 on the east and south with a small alluvial area to the
25 southeast consisting of a topographic divide.

26 2.2 Hydrology.

27 2.2.1 Water Supply. The water supply of ULARA consists
28 of native waters, derived from precipitation on the valley

1 floor and runoff from the hill and mountain areas, and of
2 imported water from outside the watershed. The major source
3 of imported water has been from the Owens-Mono Aqueduct, but
4 additional supplies have been and are now being imported
5 through MWD from its Colorado Aqueduct and the State Aqueduct.

6 2.2.2 Ground Water Movement. The major water-bearing
7 formation in ULARA is the valley fill material bounded by
8 hills and mountains which surround it. Topographically, the
9 valley-fill area has a generally uniform grade in a southerly
10 and easterly direction with the slope gradually decreasing
11 from the base of the hills and mountains to the surface
12 drainage outlet at Gage F-57. The valley fill material is a
13 heterogeneous mixture of clays, silts, sand and gravel laid
14 down as alluvium. The valley fill is of greatest permeabil-
15 ity along and easterly of Pacoima and Tujunga Washes and
16 generally throughout the eastern portion of the valley fill
17 area, except in the vicinity of Glendale where it is of
18 lesser permeability. Ground water occurs mainly within the
19 valley fill, with only negligible amounts occurring in hill
20 and mountain areas. There is no significant ground water
21 movement from the hill and mountain formations into the
22 valley fill. Available geologic data do not indicate that
23 there are any sources of native ground water other than those
24 derived from precipitation. Ground water movement in the
25 valley fill generally follows the surface topography and
26 drainage except where geologic or man-made impediments occur
27 or where the natural flow has been modified by extensive
28 pumping.

1 2.2.3 Separate Ground Water Basins. The physical and
2 geologic characteristics of each of the ground water basins,
3 Eagle Rock, Sylmar, Verdugo and San Fernando, cause impedi-
4 ments to inter-basin ground water flow whereby there is
5 created separate underground reservoirs. Each of said basins
6 contains a common source of water supply to parties extract-
7 ing ground water from each of said basins. The amount of
8 underflow from Sylmar Basin, Verdugo Basin and Eagle Rock
9 Basin to San Fernando Basin is relatively small, and on the
10 average has been approximately 540 acre feet per year from
11 the Sylmar Basin; 80 acre feet per year from Verdugo Basin;
12 and 50 acre feet per year from Eagle Rock Basin. Each has
13 physiographic, geologic and hydrologic differences, one from
14 the other, and each meets the hydrologic definition of
15 "basin." The extractions of water in the respective basins
16 affect the other water users within that basin but do not
17 significantly or materially affect the ground water levels in
18 any of the other basins. The underground reservoirs of Eagle
19 Rock, Verdugo and Sylmar Basins are independent of one
20 another and of the San Fernando Basin.

21 2.2.4 Safe Yield and Native Safe Yield. The safe yield
22 and native safe yield, stated in acre feet, of the three
23 largest basins for the year 1964-65 was as follows:

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

28 The safe yield of Eagle Rock Basin is derived from imported

1 water delivered by Los Angeles. There is no measurable
2 native safe yield.

3 2.2.5 Ground Water Extraction. Ground water extrac-
4 tions for reasonable beneficial uses have been made from each
5 of said separate basins. Uses of water by all public agency
6 parties were for reasonable, beneficial public uses.

7 2.2.6 Water Use and Disposal. During the 30 years from
8 1928-29 through 1957-58, land uses in the ULARA changed from
9 primarily agriculture to urban. In that period, irrigated
10 agriculture was reduced from 58,400 acres, or 47 percent of
11 the 123,400 acres of valley fill in 1928-29, to about 16,200
12 acres or 13 percent in 1957-58. As of 1972-73, irrigated
13 agriculture amounted to 6,410 acres or 5% of the valley fill
14 area. Urban land use, comprising residential, commercial and
15 industrial acreage, more than tripled, increasing from about
16 22,000 acres in 1928-29, to about 75,400 acres during 1957-
17 58. In 1972-73, said urban land use amounted to 95,490 acres
18 or 77% of the valley fill area. Sewage exports from the
19 ULARA increased from 6,300 acre feet in 1928-29 to 63,960
20 acre feet in 1957-58, and amounted to 110,100 acre feet in
21 1975-76. During the 30 year period, imported water supplies
22 to the ULARA increased from 102,550 acre feet in 1928-29 to
23 175,070 acre feet in 1957-58. As of 1975-76, the total
24 imported supply amounted to 360,180 acre feet. During the 30
25 year period, in addition to import supplies, ground water was
26 pumped from the valley fill and applied thereon for various
27 beneficial uses. Annual extractions ranged from 34,890 acre
28 feet in 1928-29 to 63,200 acre feet in 1957-58, and for

1 1975-76 the amount extracted and used within ULARA was 29,520
2 acre feet. Ground water was extracted and exported from the
3 ULARA by the City of Los Angeles, and said exports varied
4 from 54,800 acre feet in 1928-29 to 83,300 acre feet in 1957-
5 58 and was 90,460 acre feet in 1975-76. Total annual extrac-
6 tions from the valley fill ranged from 89,700 acre feet in
7 1928-29 to 146,500 acre feet in 1957-58 and averaged 111,700
8 acre feet during the 29 year period. In 1975-76, total
9 annual extractions amounted to 119,980 acre feet.

10 2.2.7 Underlying Pueblo Waters. Within San Fernando
11 Basin, below the regulatory storage capacity, there existed
12 in a state of nature, approximately 2.85 million acre feet of
13 Underlying Pueblo Waters, derived from native waters. Be-
14 tween 1954-55 and 1976-77, a total of approximately 546,480
15 acre feet of Underlying Pueblo Waters was extracted and has
16 not been replaced.

17 2.2.8 Rising Water Outflow. The amount of rising water
18 outflow from ULARA was mainly a function of ground water in
19 storage within the San Fernando Basin, and the resulting high
20 water levels at various times. All of said rising water out-
21 flow past Gage F-57 was conveyed by the lined channel south-
22 erly therefrom and wasted to the ocean. The San Fernando
23 Basin requires a ground water storage capacity of 350,000
24 acre feet to regulate the Safe Yield supply under cultural
25 conditions and extraction patterns of 1964-65. The first
26 full water year in which there was sufficient regulatory
27 storage space in the basin was 1954-55. If safe yield oper-
28 ation had commenced earlier, it would have resulted in waste.

1 A certain amount of rising water outflow from the ULARA
2 is unavoidable due to the hydrologic conditions of the
3 Verdugo and San Fernando Basins. The rising water outflow
4 from San Fernando Basin ranged from a maximum of 4,600 acre
5 feet in 1972-73 down to 260 acre feet in 1975-76. The main
6 source of this rising water outflow is the high ground water
7 conditions in the western portion of the San Fernando Basin
8 and the high water level conditions in the Verdugo Basin.
9 The rising water outflow from the Verdugo Basin ranged from a
10 maximum of 2880 acre feet in 1970-71 down to 1330 acre feet
11 in 1974-75.

12 3. FACTS RELEVANT TO DECLARATION OF RIGHTS

13 3.1 With Relation to NATIVE WATERS.

14 3.1.1 Pertaining to Pueblo Right.

15 3.1.1.1 Reliance by Los Angeles. In building
16 the Los Angeles Aqueduct and importing water from the
17 Owens River, Los Angeles relied upon the pueblo right
18 for assurance that all of the imported water would
19 constitute an addition to its water resources rather
20 than replacing any of its less expensive pre-existing
21 supply from the native waters of the Los Angeles River
22 and San Fernando Basin. The imported Owens water not
23 only reduced the quantities which Los Angeles was
24 required to draw from the underground waters supplying
25 the river but also added to those waters, thus creating
26 a temporary surplus. Los Angeles looked to the pueblo
27 right to preserve its priority in the underground waters
28 and to entitle it to draw on them for its needs once

1 such temporary surplus was gone.

2 Prior to the present action, Los Angeles never
3 relied on any assumed paramount or pueblo right to the
4 ground waters in the Sylmar or Verdugo Basins or upon
5 any inflow to the Los Angeles River dependent upon
6 absence or cessation of extraction of such ground water
7 from said basins.

8 3.1.1.2 Surface Runoff. All surface runoff of
9 ULARA which reaches the San Fernando Basin, including
10 rising water outflow from Sylmar, Verdugo and Eagle
11 Rock Basins, and rising water within San Fernando Basin,
12 which is derived from precipitation within ULARA, is
13 part of the native waters of the Los Angeles River,
14 without regard to the ground water basin over and out
15 of which such surface waters may have flowed. The long
16 term average surface runoff from Sylmar Basin has been
17 approximately 4,000 acre feet; and from Verdugo Basin,
18 approximately 7,000 acre feet.

19 3.1.2 San Fernando Basin.

20 3.1.2.1 Extractions by Los Angeles. It has been
21 the intent of Los Angeles at all times that its first
22 extraction of water from San Fernando Basin in any water
23 year should consist of the native safe yield, with
24 subsequent extractions being applicable first to import
25 return water, stored water and, finally, to Underlying
26 Pueblo Waters.

27 3.1.2.2 Extractions By Glendale and Burbank.

28 Extractions of ground water from the San Fernando Basin

1 by Glendale and Burbank have utilized the entire amount
2 of ground water attributable to import return waters of
3 said cities.

4 3.1.2.3 Extractions by Private Defendants. The
5 Private Defendants extracting ground water from the San
6 Fernando Basin are owners of overlying lands. The only
7 waters which were extracted or may in the future under
8 a physical solution be extracted by said defendants
9 consist of import return waters, native safe yield, and
10 Underlying Pueblo Waters.

11 3.1.2.3.1 Forest Lawn, et al. The extrac-
12 tions by Forest Lawn, Van de Kamp, Valhalla,
13 Southern Service and McCabe were from the San
14 Fernando Basin and involved ground waters which
15 were tributary to the Los Angeles River; the same
16 were not geologically isolated from the remaining
17 ground waters of said basin.

18 3.1.2.3.2 Bartholomaeus' wells were situated
19 within the San Fernando Basin and said defendant
20 extracted waters tributary to the Los Angeles
21 River.

22 3.1.2.3.3 Toluca Lake, Sportsman's Lodge
23 and Lockheed's extraction of ground waters were in
24 part for consumptive use and in part were non-
25 consumptive, as described in Attachment "F". Said
26 extractions consisted of ground waters of San
27 Fernando Basin, which are tributary to the Los
28 Angeles River.

1 3.1.2.4 Overdraft. As of 1954-55, the temporary
2 surplus in San Fernando Basin had been exhausted and the
3 total annual extractions exceeded the safe yield. As of
4 October 1, 1968, when the original trial court's judg-
5 ment was effective, extractions were restricted to the
6 safe yield.

7 3.1.3 Sylmar Basin.

8 3.1.3.1 Non-Reliance on Pueblo Right by Los
9 Angeles. Prior to the present action Los Angeles has
10 not relied upon the ground waters of the Sylmar Basin as
11 part of its pueblo right and there are no prior adjudi-
12 cations thereof upon which the principles of either res
13 judicata or stare decisis could be predicated.

14 3.1.3.2 Absence of Overdraft. In Sylmar Basin,
15 it has been the intent of Los Angeles that the first
16 water extracted in any water year shall be import return
17 water. Apart from recovery by Los Angeles of import
18 return water, the aggregate remaining extractions of
19 ground water from Sylmar Basin are and have been less
20 than the native safe yield of the Basin and have not
21 in any five successive years exceeded the native safe
22 yield of the Basin.

23 3.1.3.3 Extractions by Private Defendants. There
24 have not, since 1965, been any extractions of water
25 from the Sylmar Basin by Private Defendants for uses on
26 overlying lands. Prior to 1965, Moordigian and Hersch
27 & Plumb (or their predecessors) extracted water for use
28 on their lands overlying said basin.

1 3.1.3.4 Extractions By Cities. Los Angeles and
2 San Fernando have extracted native waters of the Sylmar
3 Basin in annual quantities up to, but not exceeding:

4 Los Angeles 1,560 acre feet
5 San Fernando 3,580 acre feet.

6 The aggregate of said maximum annual extractions, if
7 exercised in the same water year, would exceed the
8 native safe yield of Sylmar Basin. Said cities stip-
9 ulate that said respective appropriative extractions
10 and use be deemed to be of equal priority.

11 3.1.4 Verdugo Basin.

12 3.1.4.1 Glendale and Crescenta Valley. Glendale
13 and Crescenta Valley are the only two extractors of
14 ground water from the Verdugo Basin. Their extractions
15 have been open, adverse, notorious and under claim of
16 right, and with notice of overdraft as against private
17 overlying owners and are in the following maximum
18 amounts:

19 Glendale 3856
20 Crescenta Valley 3294
21 Total 7150 acre feet

22 3.1.4.2 Non-reliance on Pueblo Right by Los
23 Angeles. Prior to the present action, Los Angeles has
24 not relied upon the waters of the Verdugo Basin as part
25 of its pueblo right. There are no prior adjudications
26 of such right affecting the ground waters of Verdugo
27 Basin upon which the principles of either res judicata
28 or stare decisis could be predicated.

1 3.1.4.3 Other Defendants. No other defendants
2 extract native waters from Verdugo Basin.

3 3.1.5 Eagle Rock Basin.

4 3.1.5.1 Native Safe Yield. Eagle Rock Basin has
5 no measurable native safe yield.

6 3.1.5.2 Extractions. The only extractions from
7 Eagle Rock Basin have been and are by the defendants
8 Foremost and Deep Rock, pursuant to stipulation herein
9 with Los Angeles.

10 3.2 Facts With Relation to IMPORTED WATERS.

11 3.2.1 Sources of Imported Water.

12 3.2.1.1 Owens-Mono Aqueduct. Los Angeles com-
13 pleted the construction of the first barrel of its
14 aqueduct from the Owens Valley in 1913. Waters from the
15 Owens River watershed, supplemented after 1940 by waters
16 from Mono Basin watershed, have been diverted into the
17 Owens-Mono Aqueduct for delivery to Los Angeles in each
18 year since 1913. In 1970, the second barrel of the
19 Owens-Mono Aqueduct was completed and the total designed
20 operational capacity of the Owens-Mono Aqueduct was
21 increased to an average 666 cubic feet per second
22 (482,000 acre feet per year).

23 3.2.1.2 Colorado Aqueduct. MWD was formed in 1929
24 of 13 original member agencies, including Los Angeles,
25 Glendale and Burbank. In 1940, MWD completed construc-
26 tion of its aqueduct for delivery of water from the
27 Colorado River to the South Coastal Plain of California,
28 within which ULARA is located. In 1971, San Fernando

1 became a member agency in MWD.

2 3.2.1.3 State Aqueduct. MWD, as a contractor
3 under the State Water Resources Development System, has
4 a right to approximately two million acre feet of water
5 for its service area, including the territories of its
6 member agencies, Los Angeles, Glendale, Burbank and San
7 Fernando. The State Aqueduct was completed in 1972-73
8 and delivered water diverted from the San Joaquin-
9 Sacramento Delta to Castaic Lake. From Castaic, water
10 has been delivered through facilities of MWD for uses
11 within ULARA.

12 3.2.2 Methods of Recharge.

13 3.2.2.1 Import Return Water. Imported water has
14 been delivered for municipal, industrial and irrigation
15 uses on lands overlying the ground water basins within
16 ULARA. Both the application of irrigation water and the
17 domestic use of water for lawns, gardens and other uses
18 result in Import Return Waters. Under present condi-
19 tions, the return flow of delivered water in the San
20 Fernando and Eagle Rock Basins is 20.8%, or 26.3% when
21 effect is given to repeated recirculation of extracted
22 return flows; in the Sylmar Basin, 35.7%; and in the
23 Verdugo Basin, 36.7%; in the instances of Glendale
24 and Burbank, where segregation of delivered imported
25 water to valley fill is impractical of precise calcu-
26 lation, the total import return water may reasonably
27 be assumed to be 20.0% of delivered water to the
28 San Fernando Basin and the hill and mountain areas

1 immediately tributary thereto. In calculating delivered
2 water by Glendale, 105% of all water sales by Glendale
3 in the Verdugo Basin and its tributary hills is approx-
4 imately equal to the quantity delivered by Glendale
5 outside of the San Fernando Basin and its immediate
6 tributary hill and mountain areas.

7 3.2.2.2 Direct Recharge. There exist, in the
8 San Fernando Basin, spreading grounds as shown on
9 Attachment "A" which are owned or operated by Los
10 Angeles County Flood Control District and by Los Angeles.
11 Imported water has heretofore been spread in Los Angeles'
12 spreading grounds to recharge ground water in the San
13 Fernando Basin. Losses by evaporation or transpiration
14 in such spreading operations are negligible, i.e.,
15 significantly less than 1%. Normally there is sub-
16 stantial annual excess spreading capacity in said
17 spreading grounds over and above the requirements for
18 spreading native waters to allow significant increases
19 in direct spreading of imported or reclaimed waters by
20 the parties in the future.

21 3.2.2.3 In Lieu Storage. Any party having rights
22 to extract ground water from a basin could take surface
23 delivery of imported water in lieu of ground water
24 extractions with the intent of allowing the accumulation
25 of ground water in the basin. The net effect of such
26 practice is the equivalent of having spread such im-
27 ported water. Such in lieu storage practice, if util-
28 ized, is more economical and energy-efficient than the

1 dual spreading-extraction procedure.

2 3.2.3 San Fernando Basin.

3 3.2.3.1 Los Angeles. Los Angeles has heretofore
4 delivered imported water to its customers and inhabi-
5 tants with an intent to recapture the same. In addi-
6 tion, Los Angeles has spread imported water in spreading
7 grounds in San Fernando Basin.

8 3.2.3.2 Glendale, Burbank and San Fernando.

9 Glendale, Burbank and San Fernando have each purchased
10 imported water from MWD and delivered it for use by
11 customers overlying San Fernando Basin, and have an
12 intent to recapture import return waters therefrom.
13 Neither Burbank, Glendale nor San Fernando have here-
14 tofore spread imported water in San Fernando Basin.

15 3.2.3.3 San Fernando. Approximately 91% of the
16 area of San Fernando overlies San Fernando Basin. Since
17 its annexation to MWD, San Fernando has delivered some
18 imported water to the lands overlying San Fernando
19 Basin. Said city does not have water extraction or
20 distribution facilities for the recovery of Import
21 Return Water from the San Fernando Basin. It is both
22 economical and practical for the City of San Fernando to
23 extract water in a quantity equivalent to its San
24 Fernando Basin import return water credit from its well
25 fields in the Sylmar Basin, on the basis of a physical
26 solution authorizing Los Angeles to reduce its Sylmar
27 Basin extractions an equivalent amount and receive an
28 offsetting entitlement for additional San Fernando Basin

1 extractions.

2 3.2.3.4 Private Defendants. No private defend-
3 ant imports water to the San Fernando Basin.

4 3.2.4 Sylmar Basin.

5 3.2.4.1 Los Angeles and San Fernando. Los
6 Angeles and San Fernando have delivered imported water
7 for use on lands overlying the Sylmar Basin. Quantities
8 of such import by Los Angeles have varied from year to
9 year. For example, in 1975-76, a total of 6640 acre
10 feet was imported by Los Angeles, with 2370 acre feet
11 return flow resulting from delivery of such imports.
12 The quantity of San Fernando's imported water to, and
13 the return flow therefrom, in Sylmar Basin in the past
14 has been of such minimal quantities that the same have
15 not been calculated. Sylmar Basin has some carry-over
16 storage space available for accumulation of safe yield
17 waters, so long as the underflow through the Sylmar
18 Notch does not exceed 400 acre feet per year.

19 3.2.5 Verdugo Basin.

20 3.2.5.1 Los Angeles. Los Angeles has delivered
21 imported water for use on lands overlying the Verdugo
22 Basin. Los Angeles does not have water extraction
23 facilities in Verdugo Basin and has not heretofore
24 extracted or asserted an import return water credit
25 for ground water therein.

26 3.2.5.2 Glendale and Crescenta Valley. Both
27 Glendale and Crescenta Valley have caused imported water
28 purchased from MWD to be delivered for use on lands

1 overlying Verdugo Basin. The amount of any import
2 return water credit from such imported water was in-
3 cluded, without segregation, in the total appropriative
4 and prescriptive rights of said parties in said Basin,
5 as heretofore found in Finding 3.1.4.1.

6 3.2.5.3 Private Defendants. None of the private
7 defendants import water to Verdugo Basin.

8 3.2.6 Eagle Rock Basin.

9 3.2.6.1 Los Angeles. Substantially all ground
10 water in Eagle Rock Basin is the result of return flows
11 from water imported by Los Angeles and delivered for
12 overlying use in said basin.

13 3.2.6.2 Private Defendants. None of the private
14 defendants import water to Eagle Rock Basin.

15 3.3 Facts Relevant to Rights to Ground Water Storage
16 Capacity.

17 3.3.1 San Fernando Basin. The total ground water
18 storage capacity of San Fernando Basin is approximately
19 3,200,000 acre feet. Under present conditions regulatory
20 storage capacity of 350,000 acre feet is required. As of
21 1954-55, the temporary surplus in the Basin had been ex-
22 hausted. The aggregate over-extraction of ground water
23 since 1954-55 from San Fernando Basin has been approximately
24 520,000 acre feet. This accumulated over-extraction con-
25 stituted a depletion of the Underlying Pueblo Waters of the
26 Basin, and provides ground water reservoir capacity for
27 conjunctive operation of San Fernando Basin for storage of
28 additional imported water.

1 3.3.2 Sylmar Basin. Sylmar Basin consists of confined
2 aquifers. It has ground water storage capacity of approx-
3 imately 310,000 acre feet. Storage space in said basin is
4 available for storage of water and regulation of safe yield.

5 3.3.3 Verdugo Basin. The ground water storage capacity
6 of Verdugo Basin is approximately 160,000 acre feet.

7 3.3.4 Eagle Rock Basin. The ground water storage capa-
8 city of Eagle Rock Basin is approximately 6,000 acre feet.
9 All of said storage capacity is required to store and regu-
10 late the import return waters of Los Angeles, which consti-
11 tute the safe yield in said basin.

12 3.3.5 Fungibility of Imported Waters and Native Waters.
13 Native waters and imported waters, whether derived from
14 return flow from delivered water or as a result of direct
15 spreading or recharge, may be physically mixed and are indis-
16 tinguishable within the respective basins. Notwithstanding
17 said lack of specific identity, the quantities of such water
18 are calculably identifiable and may be appropriately account-
19 ed for in terms of storage and extraction.

20 21 4. THREAT OF IRREPARABLE INJURY

22 4.1 San Fernando Basin. In the absence of injunctive res-
23 traint, there is a threat of extractions in excess of Safe Yield
24 in the San Fernando Basin. Unless the parties are restrained and
25 enjoined from extracting in excess of their rights in the San
26 Fernando Basin, there will be a long term decline in water levels,
27 there will be irreparable injury to the rights of the parties.

28 4.2 Sylmar Basin. The Sylmar Basin is not presently in a

1 condition of overdraft. So long as the extractions by all parties
2 within the Basin do not exceed the safe yield, there is no threat
3 of irreparable damage.

4 4.3 Verdugo Basin. The Verdugo Basin is not presently in a
5 condition of overdraft, primarily because of reductions in extrac-
6 tions by Glendale and Crescenta Valley due to the poor quality of
7 ground water from the Basin. In the event either or both of said
8 parties were to undertake to extract ground water in excess of
9 their full rights in the Verdugo Basin, said pumping would result
10 in depletion of the supplies in the Basin and cause irreparable
11 damage.

12 4.4 Eagle Rock Basin. In the Eagle Rock Basin there is a
13 threat of irreparable injury to the rights of Los Angeles if con-
14 tinued extractions by Foremost and Deep Rock are continued without
15 compensation to Los Angeles.

16
17 5. FACTS INDICATING NEED FOR RETENTION OF
18 CONTINUING JURISDICTION AND WATERMASTER ADMINISTRATION

19 5.1 Changing Conditions. The hydrologic conditions upon
20 which these findings are based change from year to year as cul-
21 tural conditions, extraction patterns and water supply conditions
22 vary.

23 5.2 Need for Accounting and Reports. In order to properly
24 enforce and assure compliance with the provisions of the judgment
25 herein, it will be necessary that detailed measurements, account-
26 ing and reports be maintained.

27 - - - - -

28 - - - - -

1 6. FACTS RELEVANT TO PHYSICAL SOLUTIONS

2 6.1 Historic Development of Facilities. During the period
3 between 1913 and 1954, when there existed a temporary surplus in
4 the San Fernando Basin, overlying cities installed and operated
5 water extraction storage and transmission facilities. If the
6 injunction against interference with the prior and paramount right
7 of Los Angeles to the waters of the San Fernando Basin were
8 strictly enforced, the value and utility of those water systems
9 and facilities would be impaired, and said parties would be re-
10 quired to make significant investment in new facilities to treat,
11 store and transmit water supplies from imported surface sources.
12 It is possible by making appropriate provision for compensation to
13 fashion a decree which will allow continued limited extractions
14 from the San Fernando and Eagle Rock Basins by such parties upon
15 assurance that Los Angeles will be compensated for any cost
16 expense or loss incurred as a result thereof.

17 6.2 Availability of and Investment in Imported Water
18 Supplies. Los Angeles has constructed and operates its Owens-Mono
19 Aqueduct, and has an accumulated capital investment therein of
20 \$196,557,000. In addition, Los Angeles is a member agency of MWD
21 and therefrom acquires imported water supplies from the Colorado
22 and State Aqueduct. During the period 1929-1976, Los Angeles has
23 paid \$335,293,633 to MWD. Glendale and Burbank are also member
24 agencies of MWD and have respectively paid a total of \$16,168,252
25 and \$15,205,171 in taxes to MWD during said period. San Fernando
26 became a member agency of MWD in 1971 and assumed a capital
27 obligation for annexation fees of \$2,271,421 and has from the date
28 of said annexation to July 1, 1976, paid taxes to MWD in the

1 amount of \$533,310. Crescenta Valley is a part of Foothill
2 Municipal Water District, a member agency of MWD. Crescenta
3 Valley's share of unpaid annexation fees of Foothill MWD as of
4 July 1, 1976 is \$184,051, and to that date Crescenta Valley has
5 paid \$762,749 in taxes to MWD.

6 6.3 Prior Stipulated Judgments. Several defendants hereto-
7 fore entered into separate stipulated judgments herein, during the
8 period June, 1958 to November, 1965, each of which judgments were
9 subject to the Court's continuing jurisdiction. Without modifi-
10 cation of the substantive terms of said prior judgments, the same
11 are categorized and merged into this judgment and superseded
12 hereby in the exercise of the Court's continuing jurisdiction, as
13 follows:

14 6.3.1 Eagle Rock Basin Parties. Stipulating defendants
15 Foremost and Deep Rock have extracted water from Eagle Rock
16 Basin, whose entire safe yield consists of import return
17 waters of Los Angeles. Los Angeles, in turn, has abstained
18 from extracting water from Eagle Rock Basin. Said parties
19 extract water from Eagle Rock Basin to supply their bottled
20 drinking water requirements and pay Los Angeles annually an
21 amount equal to \$21.78 per acre foot for the first 200 acre
22 feet, and \$39.20 per acre foot for any additional water
23 extracted. The net result of said extractions is to maintain
24 said basin in a state of hydrologic equilibrium.

25 6.3.2 Non-Consumptive or Minimal-consumptive Use
26 Operations. Certain stipulating defendants extract water
27 from San Fernando Basin for uses which are either non-
28 Consumptive or have a minimal consumptive impact. Each of

1 said defendants who have minimal consumptive use, has a
2 connection to the City of Los Angeles water system and
3 purchases annually an amount of water at least equivalent to
4 the consumptive loss of extracted ground water. Said de-
5 fendants are:

6 Non-Consumptive

7 Walt Disney Productions

8 Sears, Roebuck & Co.

9 Carnation Company, by and through its subsidiary McGraw

10 Minimal Consumptive

11 Conrock Co, for itself and as successor to

12 California Materials Co.; Constance Ray White and

13 Lee L. White; Mary L. Akmadzich and Peter J.

14 Akmadzich

15 Livingston Rock & Gravel, for itself and as

16 successor to Los Angeles Land & Water Co.

17 The nature of each said defendant's water use practices is
18 described in Attachment "F". The continued extractions by
19 said defendants for said purposes, so long as in any year
20 such parties purchase water from Los Angeles in quantities
21 sufficient to offset the consumptive use of such extracted
22 water, will result in no adverse impact on the operations of
23 Los Angeles.

24 6.3.3 Abandoned Operations. The following stipulating
25 defendants have ceased extracting water from San Fernando
26 Basin and no further need exists for physical solution in
27 their behalf:

28 Knickerbocker Plastic Company, Inc.

1 Hidden Hills Mutual Water Company

2 Southern Pacific Railroad Co.

3 Pacific Fruit Express Co.

4 6.4 Private Defendants. There are private defendants who
5 installed during the years of temporary surplus relatively sub-
6 stantial facilities to extract and utilize ground waters of San
7 Fernando Basin. Said defendants could, without impairing sub-
8 stantially the operations of Los Angeles, Glendale or Burbank,
9 continue their extractions for consumptive use up to the indicated
10 annual quantities upon compensating the appropriate city wherein
11 their use of water is principally located, to wit:

		Annual Quantities (acre feet)
12		
13	Los Angeles - Toluca Lake	100
14	Sportsman's Lodge	25
15	Van de Kamp	120
16	Glendale - Forest Lawn	400
17	Southern Service Co.	75
18	Burbank - Valhalla	300
	Lockheed	25

19 6.5 Glendale and Burbank. Glendale and Burbank have each
20 installed substantial facilities to extract and utilize surplus
21 ground waters of the San Fernando Basin. In addition to the use
22 of such facilities to recover import return water, the distribu-
23 tion facilities of such cities can be more efficiently utilized by
24 relying upon the San Fernando Basin for peaking supplies in order
25 to reduce the need for new surface storage. Without materially
26 interfering with the operations of Los Angeles, Glendale and
27 Burbank could take annual quantities of ground water from the San
28 Fernando Basin, in addition to their rights to import return

1 water, as heretofore declared, in quantities up to:

2 Glendale 5,500 acre feet

3 Burbank 4,200 acre feet

4 provided, that said cities compensate Los Angeles for additional
5 extractions over and above their declared rights at a rate per
6 acre foot equal to the average MWD price for municipal and in-
7 dustrial water delivered to Los Angeles during such fiscal year,
8 less the average energy cost of extracted ground water by Los
9 Angeles from San Fernando Basin during the preceding fiscal year.

10 6.6 San Fernando. San Fernando delivers imported water on
11 lands overlying the San Fernando Basin, by reason of which said
12 city has a right to recover import return water. San Fernando
13 does not have water extraction facilities in the San Fernando
14 Basin, nor would it be economically useful for such facilities to
15 be installed. Both San Fernando and Los Angeles will have decreed
16 appropriative rights and each owns extraction facilities in the
17 Sylmar Basin. It is possible, and economically feasible, and
18 would not operate to the detriment of Los Angeles or other parties,
19 for San Fernando to extract an equivalent amount of water from the
20 Sylmar Basin to utilize its San Fernando Basin import return water
21 credit and for Los Angeles to reduce its Sylmar Basin extractions
22 by an equivalent amount and receive an offsetting entitlement for
23 additional San Fernando Basin extractions. In this manner, the
24 parties would be compensated, could exercise the full quantity of
25 their rights, and neither would be required to make investment in
26 or install new or additional water extraction or distribution
27 facilities.

28 - - - - -

1 7. MISCELLANEOUS

2 7.1 Interim Mining Order. In response to the drought con-
3 ditions of 1976-77, the Court entered an "Order Authorizing
4 Temporary Mining of San Fernando Basin" on June 17, 1977. Pur-
5 suant to said order, extractions in excess of safe yield rights
6 were made from San Fernando Basin during said water year. During
7 the water year 1977-78, imported water was spread in sufficient
8 quantities to replace such mined water.

9 7.2 Prior Judgment Allocating Reference Costs. The costs of
10 the reference herein in the total amount of \$493,264, were allo-
11 cated by a separate judgment herein, entered on March 15, 1968.
12 All of said costs were in fact paid pursuant to said apportion-
13 ment.

14 7.3 Findings as Conclusions. If any of the foregoing
15 Findings of Fact are held to be Conclusions of Law, in whole or in
16 part, the Court hereby determines and concludes the same to be
17 true and correct.

1 CONCLUSIONS OF LAW

2 1. PARTIES

3 1.1 Defaulting and Disclaiming Defendants. Each of the
4 defendants listed on Attachment "C" and Attachment "D" is without
5 any right, title or interest in, or to any claim to extract ground
6 water from ULARA or any of the separate ground water basins
7 therein.

8 1.2 No Rights Other Than as Herein Declared. No party to
9 this action has any rights in or to the waters of ULARA except to
10 the extent declared herein.

11
12 2. GEOLOGY AND HYDROLOGY

13 2.1 Separate Basins -- Separate Rights. The rights of the
14 parties to extract ground water within ULARA are separate and
15 distinct as within each of the several ground water basins within
16 said watershed.

17 2.2 Hydrologic Condition of Basins. The several basins
18 within ULARA are in varying hydrologic conditions, which result in
19 different legal consequences.

20 2.2.1 San Fernando Basin. The first full year of
21 overdraft in San Fernando Basin was 1954-55. It remained in
22 overdraft continuously until 1968, when an injunction herein
23 became effective. Thereafter, the basin was placed on safe
24 yield operation. Under present conditions there is no sur-
25 plus ground water available for appropriation or overlying
26 use from San Fernando Basin.

27 2.2.2 Sylmar Basin. Sylmar Basin is not in overdraft.
28 There remains safe yield over and above the present

1 reasonable beneficial overlying uses, from which safe yield
2 the appropriative rights of Los Angeles and San Fernando may
3 be and have been exercised.

4 2.2.3 Verdugo Basin. Verdugo Basin was in overdraft
5 for more than five consecutive years prior to 1968. Said
6 basin is not currently in overdraft, due to decreased ex-
7 tractions by Glendale and Crescenta Valley on account of poor
8 water quality. However, the combined appropriative and
9 prescriptive rights of Glendale and Crescenta Valley are
10 equivalent to the safe yield of the Basin.

11 2.2.4 Eagle Rock Basin. The only measurable water
12 supply to Eagle Rock Basin is import return water by reason
13 of importations by Los Angeles. Extractions by Foremost and
14 Deep Rock under the prior stipulated judgments have utilized
15 the safe yield of Eagle Rock Basin, and have maintained
16 hydrologic equilibrium therein.

17 3. CONCLUSIONS RE RIGHTS

18 3.1 Right to Native Waters.

19 3.1.1 Los Angeles River and San Fernando Basin.

20 3.1.1.1 Los Angeles' Pueblo Right. Los Angeles,
21 as the successor to all rights, claims and powers of the
22 Spanish Pueblo of Los Angeles in regard to water rights,
23 is the owner of a prior and paramount pueblo right to
24 the surface waters of the Los Angeles River and the
25 native ground waters of San Fernando Basin to meet its
26 reasonable beneficial needs and for its inhabitants.

27 3.1.1.2 Stare Decisis. In past decisions, the
28

1 Supreme Court has held (1) that, Los Angeles and its
2 predecessor pueblo had a paramount right, based on
3 Spanish and Mexican law, to use the waters of the Los
4 Angeles River to the extent of its municipal needs and
5 those of its inhabitants (Vernon Irrigation Co. v.
6 City of Los Angeles, 106 Cal. 237, 244-251; Lux v.
7 Haggin, 69 Cal. 255, 313-334, and (2) that the existence
8 of this pueblo water right is a rule of law (City of
9 Los Angeles v. City of Glendale, 23 Cal.2d 68, 73;
10 City of Los Angeles v. Hunter, 156 Cal. 603, 608;
11 City of Los Angeles v. Los Angeles Farming & Milling Co.,
12 152 Cal. 647, 652; City of Los Angeles v. Pomeroy,
13 124 Cal. 597, 641), and a rule of property (City of
14 San Diego v. Cuyamaca Water Co., 209 Cal. 105, 122)
15 under the doctrine of stare decisis.

16 3.1.1.3 Extent of Pueblo Right. Pursuant to
17 said pueblo right, Los Angeles is entitled to satisfy
18 its needs and those of its inhabitants within its
19 boundaries as from time to time modified. Water which
20 is in fact used for pueblo right purposes is and shall
21 be deemed needed for such purposes.

22 3.1.1.4 Pueblo Right -- Nature and Priority of
23 Exercise. The pueblo right of Los Angeles is a prior
24 and paramount right to all of the surface waters of the
25 Los Angeles River, and native ground water in San
26 Fernando Basin, to the extent of the reasonable needs
27 and uses of Los Angeles and its inhabitants throughout
28 the corporate area of Los Angeles, as its boundaries may

1 exist from time to time. To the extent that the Basin
2 contains native waters and imported waters, it is
3 presumed that the first water extracted by Los Angeles
4 in any water year is pursuant to its pueblo right, up to
5 the amount of the native safe yield. The next extrac-
6 tions by Los Angeles in any year are deemed to be from
7 import return water, followed by stored water, to the
8 full extent of Los Angeles' right to such stored water.
9 In the event of need to meet water requirements of its
10 inhabitants, Los Angeles has the additional right,
11 pursuant to its pueblo right, to withdraw temporarily
12 from storage Underlying Pueblo Waters, subject to an
13 obligation to replace such water as soon as practical.

14 3.1.1.5 Rights of Other Parties. No other party
15 to this action has any right in or to the surface
16 waters of the Los Angeles River or the native safe yield
17 of the San Fernando Basin.

18 3.1.2 Sylmar Basin Rights.

19 3.1.2.1 No Pueblo Rights. The pueblo right of
20 Los Angeles does not extend to or include ground waters
21 in Sylmar Basin.

22 3.1.2.2 Overlying Rights. Defendants Moordigian
23 and Hersch & Plumb own lands overlying Sylmar Basin and
24 have a prior correlative right to extract native waters
25 from said Basin for reasonable beneficial uses on their
26 said overlying lands. Said right is appurtenant to said
27 overlying lands and water extracted pursuant thereto may
28 not be exported from said lands nor can said right be

1 transferred or assigned separate and apart from said
2 overlying lands.

3 3.1.2.3 Appropriative Rights of San Fernando
4 and Los Angeles. San Fernando and Los Angeles own
5 appropriative rights, of equal priority, to extract and
6 put to reasonable beneficial use for the needs of said
7 cities and their inhabitants, native waters of the
8 Sylmar Basin in excess of the exercised reasonable
9 beneficial needs of overlying users. Said appropri-
10 ative rights are:

11 San Fernando 3,580 acre feet

12 Los Angeles 1,560 acre feet.

13 3.1.2.4 No Prescription. The Sylmar Basin is not
14 presently in a state of overdraft and no rights by
15 prescription exist in said Basin against any overlying
16 or appropriative water user.

17 3.1.2.5 Other Parties. No other party to this
18 action owns or possesses any right to extract native
19 ground waters from the Sylmar Basin.

20 3.1.3 Verdugo Basin Rights.

21 3.1.3.1 No Pueblo Rights. The pueblo right of
22 Los Angeles does not extend to or include ground water
23 in Verdugo Basin.

24 3.1.3.2 Prescriptive Rights of Glendale and
25 Crescenta Valley. Glendale and Crescenta Valley own
26 prescriptive rights as against each other and against
27 all private overlying or appropriative parties in the
28 Verdugo Basin to extract, with equal priority, the

1 following quantities of water from the combined safe
2 yield of native and imported waters in Verdugo Basin:

3 Glendale 3,856 acre feet

4 Crescenta Valley 3,294 acre feet.

5 3.1.3.3 Other Parties. No other party to this
6 action owns or possesses any right to extract native
7 ground waters from the Verdugo Basin.

8 3.1.4 Eagle Rock Basin Rights.

9 3.1.4.1 No Pueblo Rights. The pueblo right of
10 Los Angeles does not extend to or include ground water
11 in Eagle Rock Basin.

12 3.1.4.2 No Rights in Native Waters. The Eagle
13 Rock Basin has no significant or measurable native safe
14 yield and no parties have or assert any right or claim
15 to native waters in said Basin.

16 3.2 Rights to Imported Waters.

17 3.2.1 San Fernando Basin Rights.

18 3.2.1.1 Rights to Recapture Import Return Water.
19 Los Angeles, Glendale, Burbank and San Fernando have
20 each caused imported waters to be brought into ULARA and
21 to be delivered to lands overlying the San Fernando
22 Basin, with the result that percolation and return flow
23 of such delivered water has caused imported waters to
24 become a part of the safe yield of San Fernando Basin.
25 Each of said parties has a right to extract from San
26 Fernando Basin that portion of the safe yield of the
27 Basin attributable to such import return waters.

1 3.2.1.2 Rights to Store and Recapture Stored
2 Water. Los Angeles has heretofore spread imported water
3 directly in San Fernando Basin. Los Angeles, Glendale,
4 Burbank and San Fernando each have rights to store water
5 in San Fernando Basin by direct spreading or in lieu
6 practices. To the extent of any future spreading or in
7 lieu storage of import water or reclaimed water by Los
8 Angeles, Glendale, Burbank or San Fernando, the party
9 causing said water to be so stored shall have a right to
10 extract an equivalent amount of ground water from San
11 Fernando Basin. The right to extract waters attribu-
12 table to such storage practices is an undivided right to
13 a quantity of water in San Fernando Basin equal to the
14 amount of such Stored Water to the credit of any party,
15 as reflected in Watermaster's records.

16 3.2.1.3 Calculation of Import Return Water and
17 Stored Water Credits. The extraction rights of Los
18 Angeles, Glendale, Burbank and San Fernando in San
19 Fernando Basin in any year, insofar as such rights are
20 based upon import return water, shall only extend to the
21 amount of any accumulated import return water credit of
22 such party by reason of imported water delivered after
23 September 30, 1977. In calculating the annual credit
24 for such import return water, the following methods
25 should be applied:

26 Los Angeles:	20.8% of all delivered water
27	(including reclaimed water)
28	to valley fill lands of
	San Fernando Basin.

1	San Fernando:	26.3% of all imported and
2		reclaimed water delivered
3		to valley fill lands of
4		San Fernando Basin.
5	Burbank:	20.0% of all delivered water
6		(including reclaimed water)
7		to San Fernando Basin and its
8		tributary hill and mountain
9		areas.
10	Glendale:	20.0% of all delivered water
11		(including reclaimed water)
12		to San Fernando Basin and its
13		tributary hill and mountain
14		areas (i.e., total delivered
15		water, including reclaimed
16		water, less 105% of total
17		sales by Glendale in Verdugo
18		Basin and its tributary
19		hills).

20 In calculating Stored Water credit, by reason of direct
 21 spreading of imported or reclaimed water, it should be
 22 assumed that 100% of such spread water reached the
 23 ground water in the year spread.

24 3.2.1.4 Private Defendant. No private defendant
 25 is entitled to extract water from the San Fernando Basin
 26 on account of the importation of water thereto by over-
 27 lying public entities.

28 3.2.2 Sylmar Basin Rights.

3.2.2.1 Rights to Recapture Import Return Water.
 Los Angeles and San Fernando have caused imported waters
 to be brought into ULARA and delivered to lands over-
 lying 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

1 waters. In calculating the annual entitlement to
2 recapture such import return water, Los Angeles and San
3 Fernando shall be entitled to 35.7% of the preceding
4 water year's imported water delivered by such party to
5 lands overlying Sylmar Basin. Thus, by way of example,
6 in 1976-77, Los Angeles was entitled to extract 2,370
7 acre feet of ground water from Sylmar Basin, based on
8 delivery to lands overlying said Basin of 6,640 acre
9 feet during 1975-76. The quantity of San Fernando's
10 imported water to, and the return flow therefrom, in the
11 Sylmar Basin in the past has been of such minimal
12 quantities that it has not been calculated.

13 3.2.2.2 Rights to Store and Recapture Stored
14 Water. Los Angeles and San Fernando each have the right
15 to store water in Sylmar Basin equivalent to their
16 rights in San Fernando Basin under Conclusion 3.2.1.2.

17 3.2.2.3 Carry Over. Said rights to recapture
18 stored water, import return water or other safe yield
19 waters to which a party is entitled, if not exercised in
20 a given year, may be carried over for not to exceed five
21 (5) years, if the underflow through Sylmar Notch does
22 not exceed 400 acre feet per year.

23 3.2.2.4 Private Defendants. No private de-
24 fendant is entitled to extract water from within the
25 Sylmar Basin on account of the importation of water
26 thereto by overlying public entities.

27 3.2.3 Verdugo Basin Rights.

28 3.2.3.1 Glendale and Crescenta Valley. Glendale

1 and Crescenta Valley own appropriative and prescriptive
2 rights in and to the total safe yield of Verdugo Basin,
3 without regard to the portions thereof derived from
4 native water and from delivered imported waters, not-
5 withstanding that both of said parties have caused
6 waters to be imported and delivered on lands overlying
7 Verdugo Basin. Said aggregate rights are as declared in
8 Paragraph 3.1.3.2 of these Conclusions.

9 3.2.3.2 Los Angeles. Los Angeles may have a
10 right to recapture import return waters by reason of
11 delivered imported water in the Basin, based upon im-
12 ports during and after water year 1977-78, upon appli-
13 cation to Watermaster not later than the year following
14 such import, and on subsequent order after hearing by
15 the Court.

16 3.2.3.3 Private Defendants. No private defendant
17 is entitled to extract water from within the Verdugo
18 Basin on account of the importation of water thereto by
19 overlying public entities.

20 3.2.4 Eagle Rock Basin Rights.

21 3.2.4.1 Los Angeles. Los Angeles has caused
22 imported water to be delivered for use on lands over-
23 lying Eagle Rock Basin and return flow from said de-
24 livered imported water constitutes the entire safe yield
25 of Eagle Rock Basin. Los Angeles has the right to
26 extract or cause to be extracted the entire safe yield
27 of Eagle Rock Basin.

28 3.2.4.2 Private Defendants. No private

1 defendants have a right to extract water from within
2 Eagle Rock Basin, except pursuant to the physical
3 solution herein.
4

5 4. INJUNCTIONS

6 4.1 Los Angeles' Pueblo Right. An injunction should issue
7 against each and all defendants should be enjoined and restrained
8 from any diversion of surface flow of the Los Angeles River or any
9 extraction of native ground waters of San Fernando Basin.

10 4.2 Other San Fernando Basin Restraints.

11 4.2.1 Glendale, Burbank and San Fernando. Glendale,
12 Burbank and San Fernando should each be enjoined and re-
13 strained from extracting ground water from San Fernando Basin
14 in any water year in an amount in excess of their respective
15 import return water credit and any stored water credits as
16 reflected in Watermaster's records, except pursuant to
17 physical solution herein decreed.

18 4.2.2 San Fernando. San Fernando should be enjoined
19 and restrained from extracting water from the San Fernando
20 Basin in any water year in an amount in excess of their right
21 to import return water and any stored water credits as re-
22 flected in the Watermaster's records, except pursuant to
23 physical solution herein decreed.

24 4.2.3 Los Angeles. Los Angeles should be enjoined from
25 extracting ground water from San Fernando Basin in any year
26 in excess of the native safe yield, plus its right to import
27 return water and any stored water credit as reflected in
28 Watermaster's records; except where the needs of Los Angeles

1 require extraction of Underlying Pueblo Waters, and then
2 subject to an obligation to replace such ground water within
3 a reasonable period.

4 4.2.4 Private Defendants. Each and all private parties
5 should be enjoined from extracting ground water from San
6 Fernando Basin, except pursuant to a physical solution herein
7 decreed.

8 4.2.5 Non-consumptive and Minimal-Consumptive Use
9 Parties. The parties listed in Attachment "F" should be
10 enjoined from extracting water from San Fernando Basin,
11 except in accordance with practices specified in Attachment
12 "F".

13 4.3 Sylmar Basin.

14 4.3.1 No Injunction Required Against Active Parties.
15 No injunction is appropriate as against active parties at the
16 present time with regard to the ground waters of the Sylmar
17 Basin, inasmuch as no party or class of parties in said Basin
18 has continuously extracted or threatened to extract water
19 under conditions which damaged or impaired the rights of
20 others therein; provided that the judgment herein should
21 require adequate notice in the event of future overdraft or
22 adversity of extractions or use.

23 4.4 Verdugo Basin.

24 4.4.1 Glendale and Crescenta Valley. Glendale and
25 Crescenta Valley should each be enjoined and restrained from
26 extracting ground water from Verdugo Basin in excess of their
27 appropriative and prescriptive rights therein.

28 4.4.2 Los Angeles. Los Angeles should be enjoined and

1 restrained from extracting waters from within the Verdugo
2 Basin in excess of any right to recapture import return water
3 which may be determined by subsequent order of the Court in
4 the exercise of its continuing jurisdiction.

5 4.4.3 Other Defendants. All other defendants should be
6 enjoined and restrained from extracting ground water from
7 within Verdugo Basin.

8 4.5 Eagle Rock Basin.

9 4.5.1 Private Defendants. Private defendants should be
10 enjoined and restrained from extracting water from within
11 Eagle Rock Basin, except pursuant to the physical solution
12 decreed herein.

13 4.6 Defaulting and Disclaiming Parties. Defendants listed
14 in Attachments "C" and "D" should be enjoined and restrained from
15 extracting or diverting water within ULARA, except pursuant to
16 physical solution.

17
18 5. NEED FOR CONTINUING JURISDICTION
19 AND WATERMASTER ADMINISTRATION

20 5.1 Appropriateness of Continuing Jurisdiction. It is
21 necessary and appropriate that the Court retain and exercise its
22 continuing jurisdiction to administer, supervise, and enforce the
23 judgment in this action and adapt its provisions to material
24 changes in hydrologic or other relevant conditions which may
25 hereafter occur.

26 5.2 Watermaster. It is necessary and appropriate for pur-
27 poses of administration and exercise of its continuing jurisdic-
28 tion that the Court appoint a Watermaster and empower such

1 Watermaster, subject to appropriate approval of affected parties
2 within the several basins, to administer its judgment, and to
3 prepare necessary reports.

4
5 6. PHYSICAL SOLUTION

6 6.1 Appropriateness and Necessity. There exist in the
7 several ground water basins numerous instances and circumstances
8 wherein the needs and requirements of the several parties can be
9 met by the adoption of a reasonable physical solution which will
10 protect and preserve the substantial rights of all other parties.
11 The Court should decree and implement appropriate physical solu-
12 tions in said circumstances. The physical solution conditions
13 found in Findings 6.1 to 6.6, inclusive, are fair and reasonable.
14 Any such physical solution should be effective on October 1, 1978,
15 based upon production during the water year 1977-78.

16
17 7. MISCELLANEOUS

18 7.1 Costs. All costs should be borne by each party as here-
19 tofore paid and allocated.

20 7.2 Conclusions as Findings. If any of the foregoing Con-
21 clusions of Law are held to be Findings of Fact, in whole or in
22 part, the Court hereby finds the same to be true and correct.

23 DATED: Apr 26, 1979.

24
25 
26 _____
27 Judge of the Superior Court
28

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

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	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.	Hicks, Forrest W., Executor of Estate of (California Bank)
Bell, William M.	Hidden Hills Corporation
Bell, Sallie C.	Holmgren, Neva Bartlett
Borgia, Andrea, Estate of	Hope, Lester Townes
Borgia, Frances	Hope, Dolores Defina
Brown, Stella M.	Huston Homes (Doe Corporation 8)
Burns, George A.	Johnson, William Arthur, Sr. (Doe 11)
Burns, Louise J.	Johnson, Grace Luvena (Doe 12)
California Bank, Trustee re Hollywood State Bank	Jessup, Marguerite R., Trustee (for 6)
California Bank, Trustee	Jessup, Marguerite Rice
Citizens National Bank & Savings Bank of Los Angeles, Trust for W. Stavert	Jessup, Roger
Citizens National Trust & Savings Bank of Los Angeles, Mort. I. 164	La Maida, James V. (Doe 10)
Citizens National Trust & Savings Bank of Los Angeles Trustee	La Maida, Tony (La Maida)
Citizens National Trust & Savings Bank of Los Angeles, Co-Trustee for Estate of A. V. Handorf	Lancaster, Paul E.
Clauson, Emma S.	Lancaster, William
Continental Auxillary Company (Doe Corporation 1)	Land Title Insurance Company, as Trustee
Cowlin, Josephine McC.	Land Title Insurance Company
Cowlin, Donald G.	Los Angeles Pet Cemetary
Cowlin, Dorothy N.	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	Mulholland, Perry
Boyar, Mark	Mulholland, Thomas
Chace, William M. (dba V.P.L.C.)	Mureau, Charles
DeMille, Cecil B., Estate of	Nathan, Julia N., Trustee
Drewry Photocolor Corp.	Oakmont Country Club
Hayes, Hay B. (Hal)	Platt, George E. Company
Houston Color Film Laboratories, Inc.	Richfield Oil Corporation
Krown, Samuel P.	Riverwood Ranch Mutual Water Company
La Canada Irrigation District	Smith, Benjamin B.
Lakeside Golf Club (of Hollywood)	Southern California Edison Company
Lakewood Water & Power Company	Spinks Realty Company
Mack, Lucille	Sportsman's Lodge Banquet Corporation
Mollin Investment Co.	Stetson, G. Henry
Mulholland, P. & R., Trustees for R. Wood	Technicolor Corporation
Mulholland, Rose	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

1 ATTACHMENT "F"

2 STIPULATED

3 NON-CONSUMPTIVE OR MINIMAL-CONSUMPTIVE USE

4 PRACTICES

5 Non-Consumptive Uses

6
7 Disney -- extracted ground water is used for air conditioning
8 cooling water in a closed system, which discharges to the
9 channel of the Los Angeles River and is subsequently spread
10 and recharges San Fernando Basin, without measurable diminution or loss.
11

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

16 Toluca Lake -- that portion of extracted ground water which is not
17 consumptively used, by evaporation or otherwise, is circulated and passed through the lake to the channel of the Los
18 Angeles River immediately upstream from Los Angeles' spreading grounds, where such water is percolated into the ground
19 water of the Basin without measurable diminution or loss.
20
21

22 Sportsman's Lodge -- that portion of extracted ground water which
23 is not consumptively used, by evaporation or otherwise, is
24 circulated and passed through fish ponds and returned to
25 channels tributary to Los Angeles River upstream from Los
26 Angeles' spreading grounds, where such water is percolated
27 into the ground water of the Basin without measurable loss.
28

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.

