777 North Front Street Project

Water Supply Assessment

prepared for

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1 Introduction

In 2001, California adopted Senate Bill (SB) 610 and SB 221, thereby amending California Water Code. Under these new laws, certain types of development projects are now required to provide detailed water supply assessments to planning agencies. Any proposed project that is subject to CEQA and would demand more than 75 acre-feet per year (AFY) of water, or an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project, is subject to SB 610 and is required to prepare a Water Supply Assessment (WSA).

The primary purpose of a WSA is to determine whether the identified water supply or water supplier will be able to meet projected demands for the Project, in addition to existing and planned future uses, over a 20-year projection and with consideration to normal, dry, and multi-dry water years.

The Project is subject to CEQA, includes more than 500 dwelling units, and is a mixed-use development. Therefore, this WSA is prepared in accordance with California Water Code. The SB 610 requirements and their applicability to the Project are addressed in detail in Section 4, Senate Bill 610 Applicability.

This WSA assesses the availability of identified water supplies under normal year, single-dry year, and multiple-dry year conditions, accounting for the projected water demand of the Project in addition to other existing and planned future uses of the identified water supply. This WSA examines the projected short-term and long-term water demand of the Project (Section 3), the regional water providers and their supplies (Section 5), and the reliability of these sources (Section 7).

The Project site is located in the City of Burbank, within the service area of Burbank Water and Power (BWP). Therefore, BWP is the water supplier responsible for preparing WSAs for projects within the City.

This WSA was prepared by Rincon Consultants, Inc., under contract to the City of Burbank. The WSA has been prepared in support of the California Environmental Quality Act (CEQA) documentation for the Project.

2 Project Description

The 777 North Front Street Project is a proposed mixed-use development on an eight-acre parcel directly adjacent to the Burbank Metrolink transit stop. The Project site is located at 777 North Front Street in the City of Burbank, California. The Project site is a generally flat, irregularly-shaped parcel with an area of approximately 348,480 square feet (eight acres). The site currently contains mounds of soil and construction materials throughout the site. The site is partially fenced along Front Street. The site is regionally accessible from the Golden State Freeway (Interstate 5, or I-5), and locally accessible from West Burbank Boulevard and North Front Street. Figure 1 shows the regional location of the Project site and Figure 2 shows the location of the site in its neighborhood context.

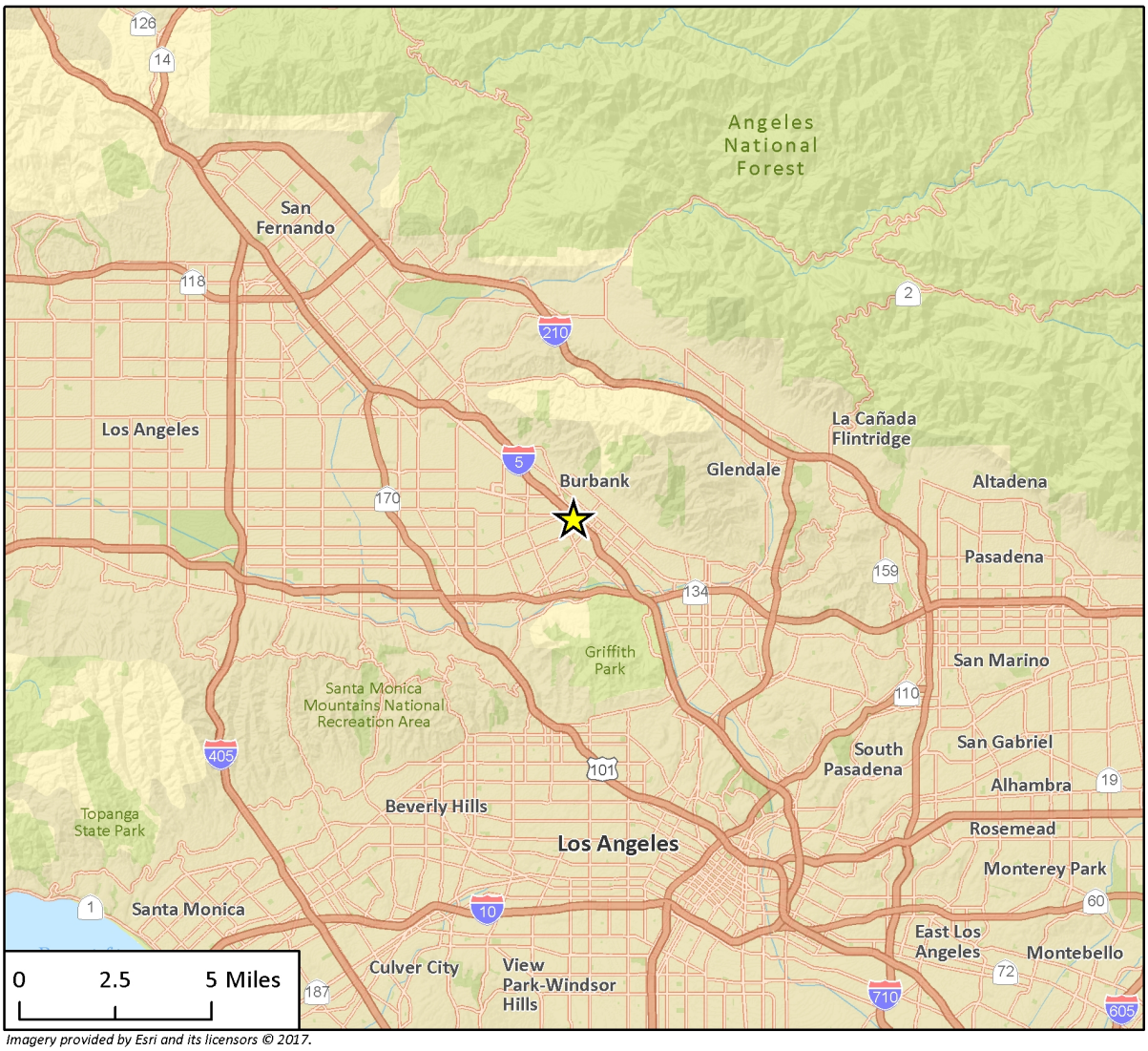
The site is in an industrial and commercial area, has been previously graded and is mostly paved, and is surrounded by transportation corridors and urban structures (office and commercial buildings). The site would be cleared and excavated to accommodate new construction of 573 residential units, 1,067 square feet of retail gallery space, and 307 hotel rooms with ground floor and rooftop retail/restaurant uses.

The residential component of the Project would include one seven-story building containing 252 units and one eight-story building containing 321 units. A 1,206-space parking structure would be built in conjunction with the residential buildings. Residential common areas constructed may include, but would not be limited to, a rooftop terrace, business center/internet café, coffee bar, demonstration kitchen, billiards table, resident lounge, fitness center with indoor exercise studio, resort-style pools with cabanas, Jacuzzis, public plaza and bike trail access, pet grooming station, pet park, concierge services, and bike storage. Residential courtyards and balconies would be on the interior sides of the buildings.

The hotel component of the Project would include one seven-story building at the southeastern end of the Project site with 307 hotel rooms and 327 parking spaces that would be located adjacent to the hotel in four levels of above ground parking and two subterranean levels. Hotel amenities may include, but would not be limited to, restaurants, café, bar, pool terrace, fitness center, meeting rooms, and lounge.

The retail component would include accessory retail and restaurant uses on the ground floor and rooftop of the hotel, and a 1,067-square foot pedestrian gallery retail/restaurant link on Front Street near the intersection of Burbank Boulevard. The gallery would have four total parking spaces located in the residential parking structure.

Figure 1 Regional Location



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Project Location

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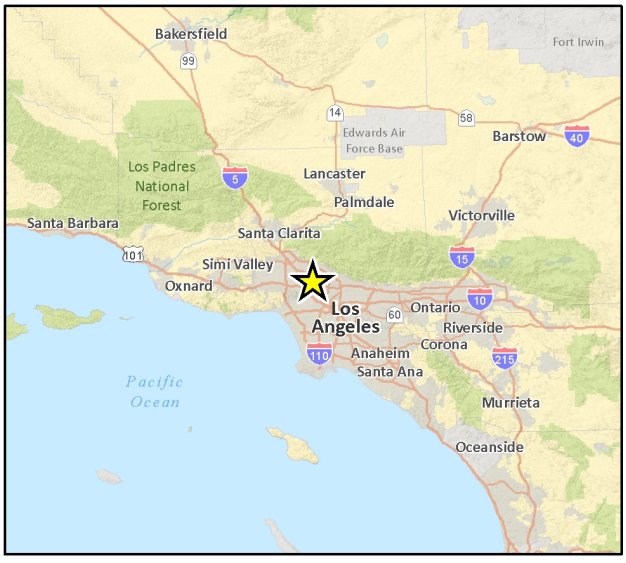
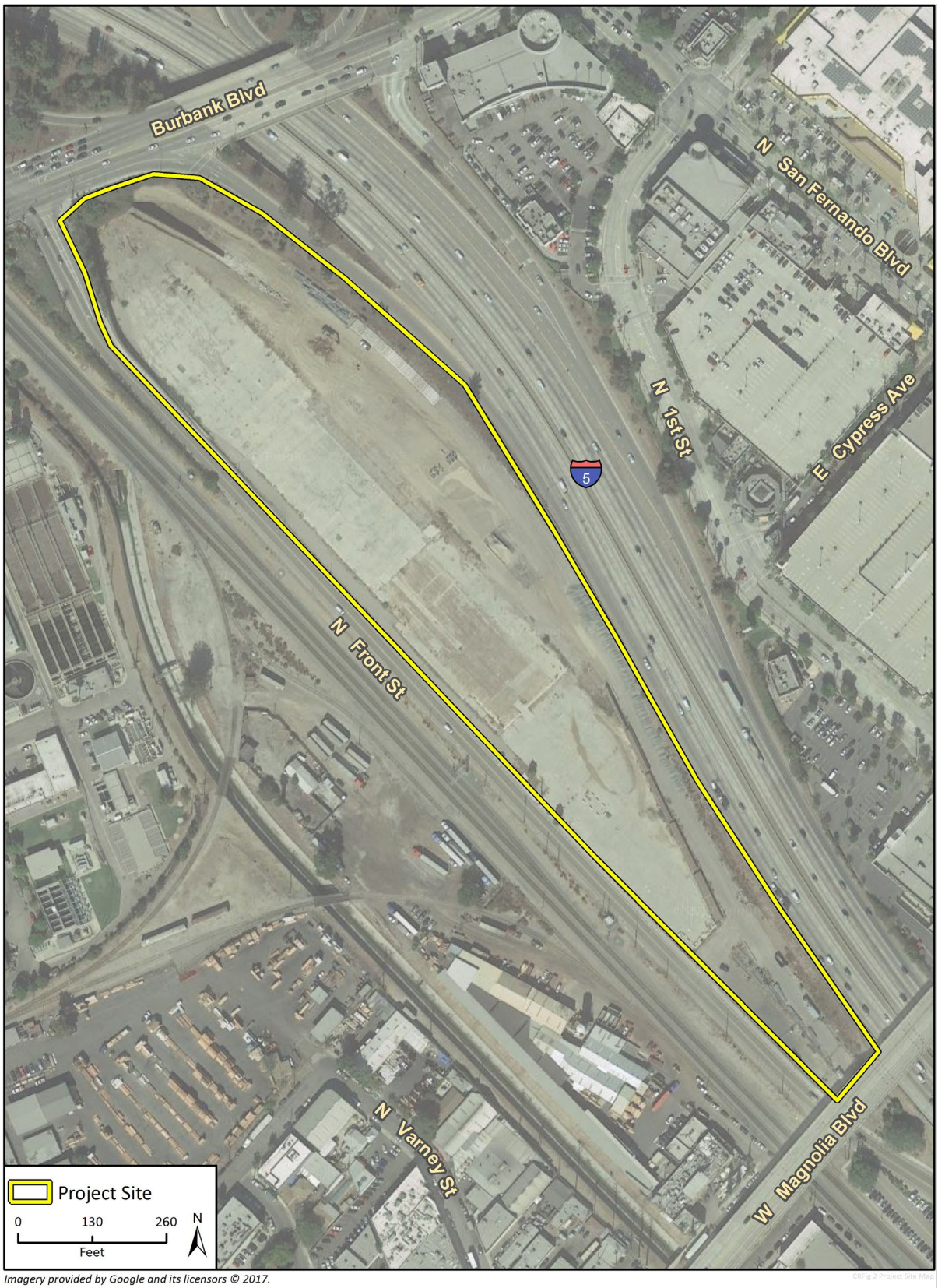


Fig 1 Regional Location_vec

Figure 2 Project Site Vicinity



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3 Current Water Service and Demand

The Project would introduce a new multi-use development containing residential, hotel, retail, and office space. The Project would therefore lead to an increase in consumption of potable water at the Project site. This WSA develops water demand projects associated with the proposed development.

Domestic water service for the Project would be provided BWP, a local water supplier that provides water to customers within the City of Burbank. Figure 3 shows BWP's service area. Additionally, the United Water Services treatment facility is approximately 150 feet southwest of the project.

The City of Burbank's water comes from two sources: local groundwater from the San Fernando Valley Groundwater Basin ("San Fernando Basin") and water purchased from Metropolitan Water District of Southern California (Metropolitan), a regional wholesaler. Figure 4 shows the boundaries of the San Fernando Basin. Water purchased from Metropolitan is imported from the Colorado River Aqueduct and the State Water Project.

The water demand calculations in this WSA use sewage generation factors developed by the City of Burbank Public Works (City of Burbank 2019). Each customer account type (development type) has its own associated sewage generation factor by unit, which were used to calculate projected sewage generation volumes for each type of new development. It can be assumed that water used by the site is approximately 120 percent of the wastewater generated by the site. This is a commonly used approach to estimate water supply demands for the purposes of a WSA. Table 1 shows the proposed project's total anticipated water demand, including both indoor and outdoor water uses.

Table 1 Projected Total Water Demand

Water Use Type	Amount (AFY)
Indoor[1]	498.5
Outdoor[2]	130.4
Total	**628.9**

[1] Indoor water demands are assumed to be approximately 120 percent of anticipated wastewater generation amounts associated with the Project's indoor uses. Source for wastewater generation factors used in calculations: City of Burbank 2019. Table 4.13-4 (Estimated Wastewater Generation), presented in Section 4.13 (Utilities and Service Systems) of the EIR provides detailed break-down of the wastewater generation rates for the Project.

[2] Outdoor water demands are associated with landscaping water during Project operation and maintenance. This water demand was calculated using City of Burbank's Water Budget Form, which relies on the following equation:
$Estimated\ Total\ Water\ Use = (32.05)\left(\frac{Plant\ Factor \times Hydrozone\ Area}{0.71}\right)$.
It was assumed that the Project site would require a "low" Plant Factor, because the Project design includes water-saving features such as drip irrigation systems and drought tolerant landscaping.

Figure 3 Burbank Water and Power Service Area

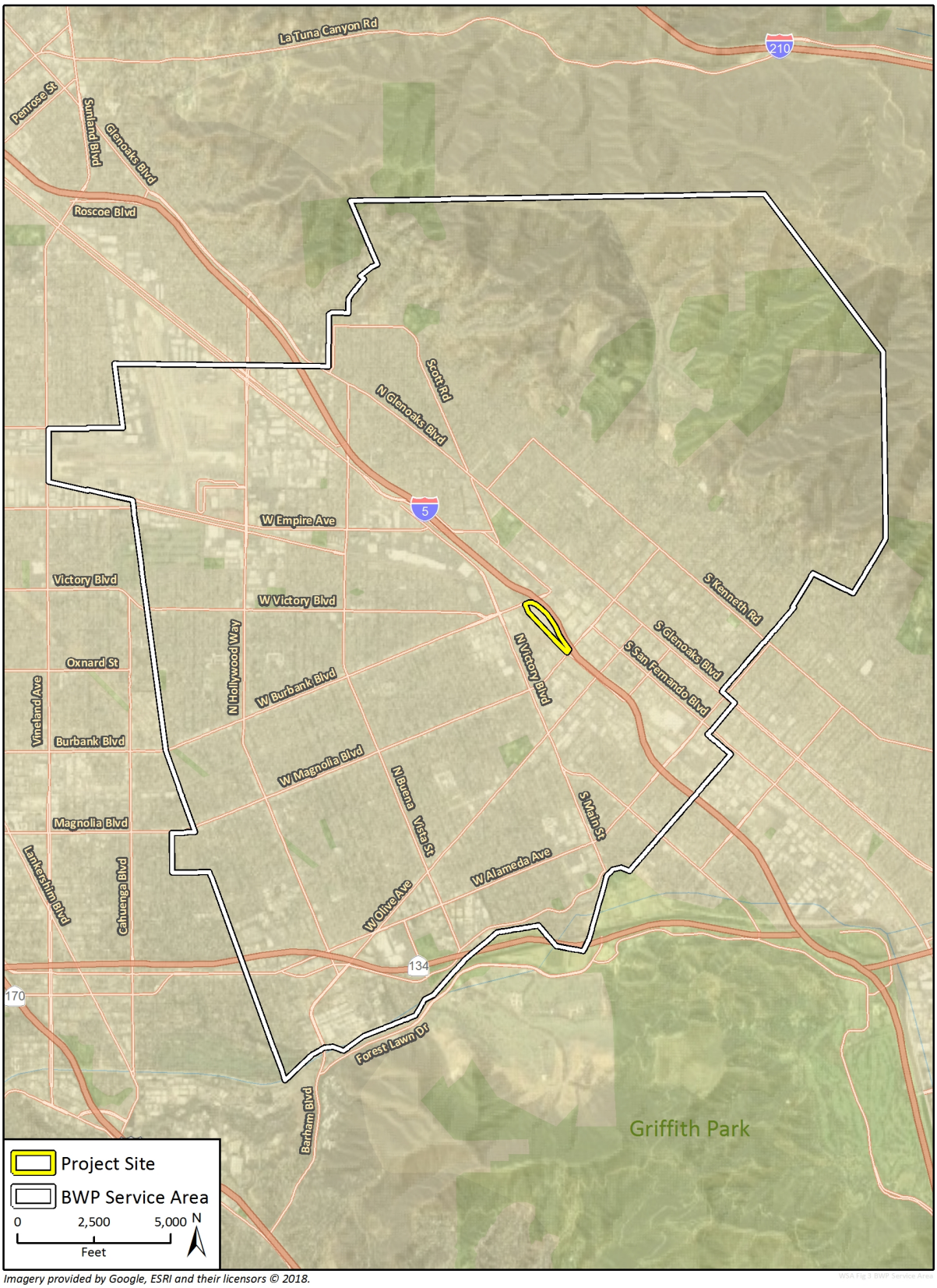

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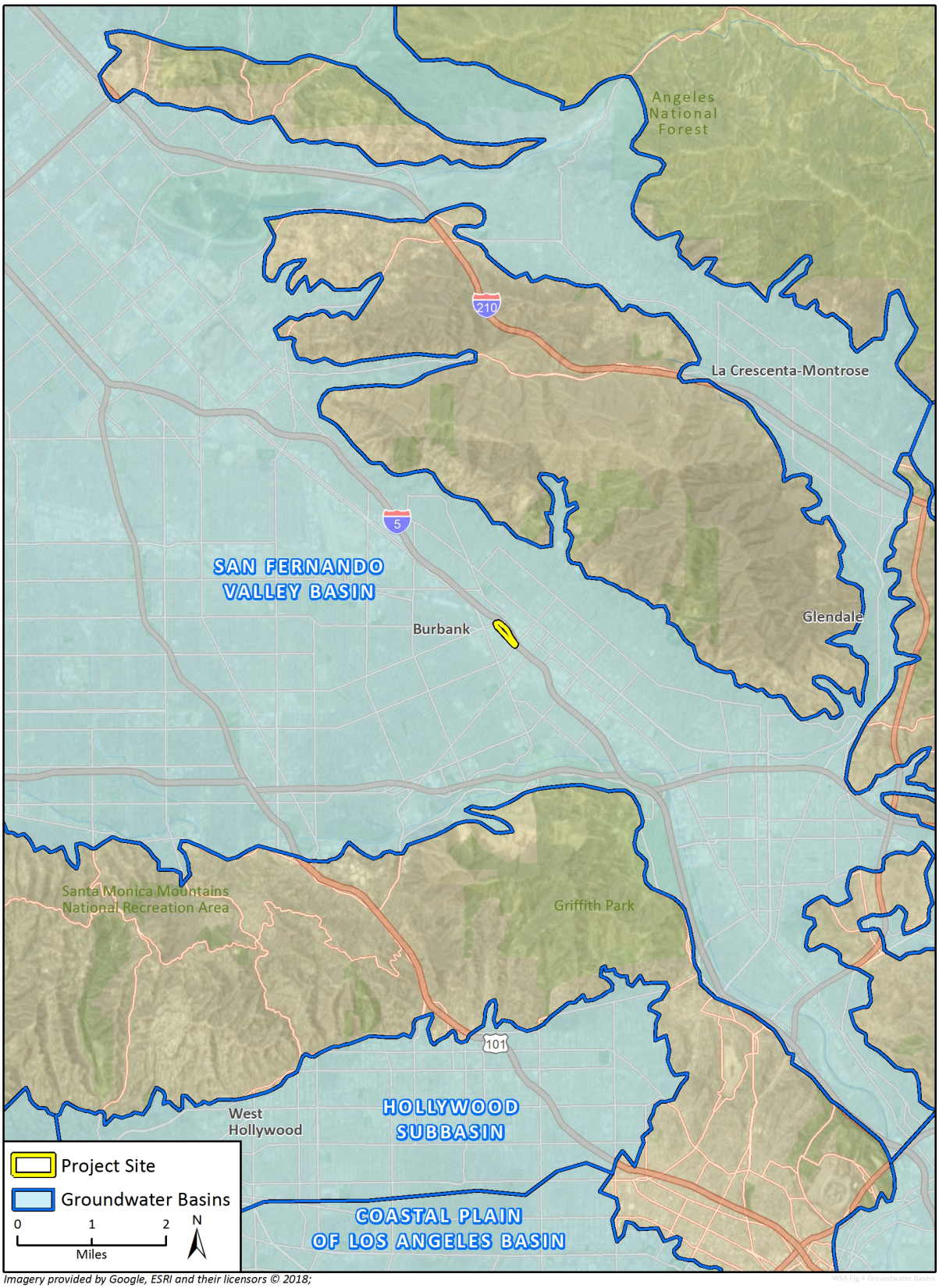
Figure 4 Groundwater Basins



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Additional data provided by Los Angeles County, 2017.

The Project's total anticipated water demand of 628.9 AFY is a conservative estimate, because the Project design includes water-saving features such as water-efficient appliances and fixtures that are not accounted for in the sewage generation conversion approach utilized for the purposes of this analysis.

The Project's anticipated water demand rates are also estimated in the air and greenhouse gas emissions calculations provided in Appendix D and Section 4.2 of the EIR; those estimates are lower than identified above (185 AFY versus 628.9 AFY). This is because the model used to calculate air and greenhouse gas emissions (California Emissions Estimator Model [CalEEMod] version 2016.3.2) estimates water demand by more general land use types than utilized for the purposes of this WSA; for example, CalEEMod classifies the proposed project's indoor water uses entirely as "Apartments Mid Rise," whereas the methodology described above for this WSA uses a much more detailed and conservative approach to estimating water demand.

4 Senate Bill 610 Applicability

Per the requirements of Senate Bill (SB) 610, this regulatory setting discussion is specific to the assessment of water supply availability. SB 610 was passed by the California Senate on January 1, 2002, amending California Water Code to require detailed analysis of water supply availability for certain types of development projects. The primary purpose of SB 610 is to improve the linkage between water and land use planning by ensuring greater communication between water providers and local planning agencies, and ensuring that land use decisions for certain large development projects are fully informed as to whether sufficient water supplies are available to meet Project demands. SB 610 requires the preparation of a WSA for a project that is subject to the California Environmental Quality Act (CEQA) and that meets certain requirements, each of which is discussed in detail in this chapter.

Water requirements associated with the Project are described in Section 4. The applicability of SB 610 is discussed in the following sections.

California Water Code, as amended by SB 610, requires a WSA to address the following questions:

- Is there a public water system that will service the proposed project? (see Section 4.3)
- Is there a current Urban Water Management Plan (UWMP) that accounts for the project demand? (see Section 4.4)
- Is groundwater a component of the supplies for the project? (see Section 4.5)
- Are there sufficient supplies to serve the Project over the next twenty years? (see Section 4.6)

The primary question to be answered in a WSA is:

Will the total projected water supplies available during normal, single dry, and multiple dry water years during a 20-year projection meet the projected water demand of the proposed project, in addition to existing and planned future uses of the identified water supplies, including agricultural and manufacturing uses?

The following sections address the SB 610 WSA questions as they relate to the proposed project.

4.1 Is the Proposed Project Subject to CEQA?

California Water Code Section 10910(a) states that any city or county that determines that a project (as defined in Section 10912) that is subject to CEQA shall comply with Section 10910 of the California Water Code. The Project requires discretionary actions for approval, and is therefore subject to CEQA.

4.2 Is the Proposed Project a "Project" Under SB 610?

California Water Code Section 10912(a) states that any proposed action that meets the definition of "project" under SB 610 is required to prepare a WSA to demonstrate whether sufficient water supplies are available to meet requirements of the Project under normal and drought conditions. SB 610 defines a "project" as any one of six different development types with certain water use

requirements, as specified in the Water Code revised by SB 610 and SB 267. Any mixed-use project that incorporates one of six identified development types is also defined as a "project" under SB 610.

The Project meets the definition of "project" under at least one of the development types identified under SB 610. A proposed residential development of more than 500 dwelling units is defined as a "project" under SB 610. The Project would involve the development of 572 residential units and, therefore, constitutes a "project."

The Project is subject to CEQA and involves development that meets or exceeds the criteria set forth in Water Code Section 10912(a).

4.3 Is There a Public Water System that Will Serve the Proposed Project?

California Water Code Section 10912 defines a "public water system" as a system that has 3,000 or more service connections and provides piped water to the public for human consumption. The Project would be served by BWP, which is a public water system.

4.4 Is There a Current UWMP that Accounts for the Project Demand?

UWMPs are prepared by California's urban water suppliers to support long-term resource planning and ensure adequate water supplies. Every urban water supplier, either publicly or privately owned, that either delivers more than 3,000 AFY of water annually or serves more than 3,000 connections is required to prepare a UWMP. UWMPs serve as long-range water planning documents that assess, among other metrics, the reliability of the supplier's water sources over a 20-year period under normal-, single-dry, and multiple-dry year scenarios. These are the same requirements of a WSA, as specified by SB 610. UWMPs must be updated and submitted to DWR every five years for review and approval. (DWR 2015)

The Project site is located within the services areas of BWP and Metropolitan. The BWP UWMP and Metropolitan UWMP are therefore utilized for the purposes of this WSA. In June 2016, BWP adopted its 2015 UWMP, which provides updated demographics, historical water use, and supply and demand forecasts under various hydrogeological scenarios for the period 2015 through 2035. Demographic data were obtained for BWP's service area from Metropolitan. Metropolitan uses a land-use based planning tool that allocates projected demographic data from the Southern California Association of Governments (SCAG) into water service areas for each of Metropolitan's member agencies. Metropolitan's demographic projections are based on data reported in the SCAG's 2012 Regional Transportation Plan (RTP). The BWP and Metropolitan UWMPs are discussed in detail in Section 5.4.

According to Water Code § 10910 (c)(2), if the projected water demand associated with the Project was accounted for in the most recently adopted UWMP, the water supplier may use the demand projections from the UWMP in preparing the WSA. Water use projections presented in the 2015 UWMP through 2040 are service area-wide and are not based on individual development demands. The City of Burbank expects increased mixed-use development along transportation corridors in the next several decades and has accounted for such growth in the BWP UWMP (BWP 2016). In addition, the Project is consistent with SCAG's growth forecasts, which were used to calculate water

demand forecasts in the BWP UWMP and Metropolitan UWMP. Therefore, the current BWP UWMP accounts for the water demand of the proposed project. This WSA uses data provided in the BWP and Metropolitan UWMP to assess water supply availability for the proposed project.

4.5 Is Groundwater a Component of the Supplies for the Project?

The Project site is within the jurisdiction of the BWP and water supply requirements for the Project would be met by water provided by the BWP. A portion of BWP's water supply is from groundwater resources; therefore, groundwater could potentially be a source in supplying water to the Project site. However, the Project would not install a new groundwater pump and would not directly pump groundwater resources. Water for the Project would be provided by the BWP.

4.6 Are There Sufficient Supplies to Serve the Project Over the Next Twenty Years?

The sufficiency of water supply sources to serve the Project is assessed in the following sections, which address both groundwater and surface water supplies in the Project area. As noted above, water for the Project would be provided by the BWP. The BWP is managed in accordance with UWMPs that are updated every five years and the BWP would need to ensure in writing prior to Project implementation that sufficient water supplies are available to serve the Project during construction and operation.

Groundwater provided by the BWP is managed in accordance with Upper Los Angeles River Adjudication Judgment, administered by the Upper Los Angeles River Area Watermaster as the Watermaster.

This WSA assesses the sufficiency of available water supplies to meet the project's estimated requirements. Water resources in the Project area are described in Section 5, Water Supplies. Water supply reliability is discussed in Section 7, Water Supply Reliability. As discussed in Section 3, the Project is forecast to generate water demand by approximately 290 AFY. Construction would begin in August 2019 and end in June 2024. The Project's operational water demand accounts for approximately one percent of the total water supplies available to the City of Burbank in 2025 and approximately 1.1 percent of the supplies available in 2040.

The BWP 2015 UWMP does not specifically identify the proposed project, but generally accounts for anticipated mixed use development along transportation corridors. In addition, the Project is consistent with SCAG's growth forecasts, which were used to calculate water demand forecasts in the BWP UWMP and Metropolitan UWMP. Therefore, the Project's water demand has been accounted for in the BWP UWMP.

Based on the information provided in this WSA, there are sufficient water supplies in the Project area to meet the needs of the Project over the next 20 years (the assessment period required per SB 610). Conclusions associated with the sufficiency of available water supplies are discussed in Section 8, Conclusions.

5 Water Supplies

BWP would serve the Project's domestic water needs. The City of Burbank's water comes from two sources: local groundwater from the San Fernando Basin and water purchased from Metropolitan. Metropolitan is a regional wholesaler in Southern California. Metropolitan provides the City of Burbank with water imported from the Colorado River Aqueduct and the State Water Project. BWP does not have ownership rights to the naturally occurring groundwater underneath the City of Burbank. However, BWP receives a right to pump groundwater through groundwater credits, which are described in detail in Section 5.2, Local Groundwater Supplies. In addition, BWP uses recycled water to meet some of its water needs such as outdoor irrigation and power plant cooling. (BWP 2017a) Table 2 summarizes BWP's current and projected water resources.

Table 2 Burbank Water Supplies – Current and Projected

Water Supplies (acre-feet)	2015	2020	2025	2030	2035	2040
Potable						
Metropolitan Treated Potable	4,765	7,894	7,383	7,011	6,493	6,303
Supplier-Produced Groundwater	10,277	11,000	11,000	11,000	11,000	11,000
Total	15,042	18,894	18,383	18,011	17,493	17,303
Non-Potable						
Metropolitan Replenishment	7,350	6,300	4,700	4,800	4,900	4,900
Recycled Water	2,463	3,327	5,047	5,047	5,047	5,047
Non-Potable Total	9,813	9,627	9,747	9,847	9,947	9,947

Source: BWP, 2016

The following sections discuss the various water supply sources available to meet the needs of the Project.

5.1 Imported Water

The City of Burbank receives imported surface water through BWP's membership in Metropolitan. Metropolitan delivers water to Southern California via two surface water sources: State Water Project and Colorado River Aqueduct. Metropolitan delivers both treated and untreated water to BWP. (BWP 2016)

5.1.1 Metropolitan Treated Water

BWP has five treated potable water connections to the Metropolitan system. In 2015, BWP used approximately 4,765 AF of treated Metropolitan water. (BWP 2016)

5.1.2 Metropolitan Untreated Spreading Water

In 2010, BWP completed a Metropolitan connection to deliver untreated imported water for groundwater replenishment to the existing Pacoima and Lopez spreading grounds in the north San Fernando Valley. BWP receives water groundwater credits from this recharge water at a 1:1 ratio. (BWP 2017a)

5.2 Local Groundwater Supplies

The Project site overlies the San Fernando Basin, as shown in Figure 4. The San Fernando Basin is located beneath the San Fernando Valley in Southern California, stretching across 112,000 acres (BWP 2016).

BWP owns and operates eight groundwater wells across the basin. BWP does not have ownership rights to naturally occurring local groundwater supplies, but is entitled to extract groundwater supplies under terms outlined in the 1979 groundwater adjudication (discussed in detail in the following section). However, BWP receives groundwater credits for 20 percent of the total water distributed in its service area, including recycled water. BWP customers use imported water for landscape irrigation and other applications that cause water to percolate down into the underlying San Fernando Basin.

In addition, BWP purchases untreated water from Metropolitan to replenish and augment its groundwater supplies. Untreated water is introduced into the San Fernando Basin via the Pacoima and Lopez spreading grounds in the north San Fernando Valley. BWP receives 100 percent groundwater credit for these imports. (BWP 2016)

The following sections describe the characteristics of the San Fernando Basin.

5.2.1 Basin Characteristics

The San Fernando Basin is bounded by the San Rafael Hills, Verdugo Mountains, and San Gabriel Mountains on the east and northeast, the Santa Susana Mountains on the north and northwest, the Simi Hills on the west, and Santa Monica Mountains and Chalk Hills on the south (DWR 2004). Figure 4 shows the boundaries of the basin. The total storage capacity for the basin is 3.2 million AF (Langridge et al 2016).

Water Bearing Formations

The water-bearing sediments consist of the lower Pleistocene Saugus Formation, as well as Pleistocene and Holocene age alluvium. Most groundwater in the basin is unconfined; some confinement exists in the Saugus Formation in the western portion of the basin and in the Sylmar and Eagle Rock areas. (DWR 2004)

Restrictive Structures

Several restrictive structures interrupt groundwater flow through the San Fernando Basin. The Verdugo fault acts as a partial barrier to flow in the north and contributes to a groundwater cascade in the south. The Little Tujunga syncline affects groundwater movement through the northern portion of the basin. Differences in rock type along the Raymond fault block flow from the Eagle Rock area toward the Los Angeles River Narrows. Other barriers to groundwater flow include unnamed faults and subsurface dams. (DWR 2004)

Recharge and Connectivity

The San Fernando Valley is drained by the Los Angeles River and its tributaries. The groundwater basin is recharged via spreading of imported water and runoff in the Pacoima, Tujunga, and Hansen Spreading Grounds. Runoff contains water from local precipitation falling on impervious areas, natural streamflow from the surrounding mountains, reclaimed wastewater, and industrial discharges. (DWR 2004)

Groundwater Level Trends

Groundwater levels have declined across the basin since the 1940s due to increased pumping (Langridge et al 2016). Further recent declines have been attributed to increased urbanization and runoff leaving the basin, reduced artificial recharge, and continued groundwater extractions (ULARA Watermaster 2017b).

Safe Yield/Budget

The "safe yield" of a groundwater basin is the maximum quantity of water that can be continuously withdrawn from a groundwater basin without adverse effect. The groundwater "budget" is an accounting of all inflows into a basin compared to all outflows from the basin. The budget is often used to determine a basin's safe production yields. The groundwater adjudication process defined the safe yield and native safe yield in the San Fernando Basin.

Water Quality and Drainage Considerations

Contaminants of concern in the San Fernando Basin include trichloroethylene (a common degreaser and cleaning product), perchloroethylene (commonly used in dry cleaning of clothing), hexavalent chromium, nitrate, sulfate, and total dissolved solids (Leadership Committee of the GLAC IRWMP 2014).

There are four EPA superfund sites within the boundaries of the San Fernando Basin (Langridge et al 2016). In the 1980s, VOC contamination was discovered in groundwater from the City of Burbank's production wells. Potential contaminating activities include automobile repair shops, petroleum pipeline, NPDES permitted discharges, metal plating, underground storage tanks, and automobile gas stations (BWP 2017a). Groundwater production was halted until treatment plants could be built. The City of Burbank currently has two treatment plants for volatile organic compound (VOC) removal. All groundwater extracted in the City of Burbank is treated to remove VOCs prior to entering the distribution system (BWP 2016).

Groundwater Adjudication

In 1955, the City of Los Angeles sued the cities of San Fernando, Glendale, Burbank, and other pumpers, asserting a prior right to the San Fernando Valley groundwater basins in the northern portion of the City of Los Angeles and a pueblo right to all the water in the Los Angeles River. This region is referred to as the Upper Los Angeles River Area (ULARA) and includes four groundwater basins: the San Fernando, Eagle Rock, Sylmar, and Verdugo basins. The San Fernando Basin is the largest of the four basins, and comprises 91.2 percent of the total valley fill in ULARA. (Langridge et al 2016; ULARA Watermaster 2017b)

The court ordered a series of hydrogeological reports documenting the decrease in groundwater levels between the 1920s and 1950s. Subsequent court decisions relied on a 1962 State Water Rights Board Referee Report as the principal basis for technical data. In 1968, the Trial Court ruled

against the City of Los Angeles in a decision that was later reversed by the Appeals Court. In 1975, the California Supreme Court agreed with the Appeals Court and remanded the case back to Trial Court. In 1979, the Final Trial Court Judgment mostly upheld the determination of water rights consistent with the opinion of the California Supreme Court. (Langridge et al 2016)

The final Upper Los Angeles River Judgment ("Judgment") established water rights in the ULARA and set out a separate safe yield and overdraft conditions for each of the four groundwater basins. The Judgment also includes provisions and stipulations regarding imported return water credit, water storage, water storage credit, and arrangements for physical solution water. The court ultimately awarded water rights to 28 of the 214 parties. The cities of Los Angeles, Glendale, Burbank, and San Fernando were given rights to a percentage of surface and groundwater from the ULARA. The Judgment also provides for a Court-appointed Watermaster to enforce the Judgment, as well as an Administrative Committee to collaborate with the Watermaster. The Administrative Committee consists of one voting member from each of the following five municipal water agencies: Los Angeles, Glendale, Burbank, San Fernando, and the Crescenta Valley Water District. (Langridge et al 2016; ULARA Watermaster 2017a)

In the San Fernando Basin, in which the Project is located, the Judgment granted the City of Los Angeles an exclusive right to extract and utilize the entire native safe yield of the basin. The court determined the native safe yield of the San Fernando Basin to be 43,660 AFY, and the safe yield (which includes return flows from imported water) to be 90,680 AFY (Langridge et al 2016). Of the imported return water, the cities of Los Angeles, Burbank, and Glendale each have a right to extract defined percentages of imported return water from the San Fernando Basin. Additionally, the cities of Los Angeles, Burbank, and Glendale each have a right to store groundwater in the basin and to extract equivalent amounts. (ULARA Watermaster 2017b)

Table 3 summarizes the San Fernando Basin extraction rights established to different parties by the Judgment.

Table 3 San Fernando Basin Extraction Rights

Party	Native Water	Import Return Water	Stored Water
Los Angeles	43,660 AFY	20.8% of all delivered water to valley fill lands of the basin	Can store groundwater via artificial spreading or by in-lieu activities, and can extract equivalent amounts
Burbank	n/a	20% of all delivered water to the basin and its tributary hill and mountain areas	Can store groundwater via artificial spreading or by in-lieu activities, and can extract equivalent amounts
Glendale	n/a	20% of all delivered water to the basin and its tributary hill and mountain areas	Can store groundwater via artificial spreading or by in-lieu activities, and can extract equivalent amounts

AFY = acre-feet per year

Note: Physical solution water is also available to several additional smaller, but private, parties. These parties are granted a limited entitlement to extract groundwater chargeable to the rights of others upon payment of specified charges.

Source: ULARA Watermaster, 2017b

Sustainable Groundwater Management Act

In September 2014, California Governor Jerry Brown signed a three-bill package known as the Sustainable Groundwater Management Act (SGMA) into law. SGMA establishes a framework for local groundwater management and requires local agencies to bring overdrafted basins into balanced levels of pumping and recharge.

The California Statewide Groundwater Elevation Model (CASGEM) Priority List ranks groundwater basins across the state with assessment rankings of High, Medium, Low, or Very Low. The San Fernando Basin is ranked as a Medium priority basin. (DWR 2014)

In unmanaged groundwater basins, SGMA requires the formation of locally-controlled Groundwater Sustainability Agencies (GSAs). GSAs are responsible for developing and implementing Groundwater Sustainability Plans (GSPs) to guide groundwater management decisions and ensure long-term sustainability in their basins. In adjudicated basins, however, the court-identified Watermaster serves the purpose of the GSA, and the Adjudication Judgment serves as the GSP. The ULARA Watermaster serves as the GSA for this basin, and the 1979 Final Judgment serves as the GSP, for compliance with SGMA.

5.3 Recycled Water

Wastewater generated in the City of Burbank is collected and conveyed to the Burbank Water Reclamation Plant (BWRP), operated by the Burbank Public Works Department, for treatment. BWRP produces a disinfected tertiary effluent, which is approved for all uses including full body contact, with the exception of human consumption. Up to 10,000 AF of recycled water per year is available for reuse, and can be used in one of three ways:

- Flowed via gravity pipeline to the BWP campus
- Pumped into the recycled water distribution system
- Discharged to the Burbank Western Channel adjacent to the BWRP (BWP 2016)

Recycled water produced at the BWRP is used for power production, landscape irrigation, and evaporative cooling. BWP is currently seeking grant funding to study the feasibility of both indirect and direct potable reuse for the use of BWP's excess recycled water. (BWP 2016)

Recycled water from the recycled water distribution system may be used during implementation of the proposed project. Recycled water supply projections are accounted for in Table 2.

5.4 Supply Management

This WSA utilizes water supply, demand, and quality data from a number of regional water supply management plans. As described below, these plans characterize water supplies in the Project site vicinity and the greater Los Angeles region.

5.4.1 Plans and Programs

The Metropolitan Water District of Southern California Urban Water Management Plan (UWMP)

The California Water Code requires any municipal water supplier serving over 3,000 connections or 3,000 AFY to prepare an UWMP. Metropolitan is a regional wholesaler with no retail customers; it provides treated and untreated water directly to its 26 member agencies. Member agencies include 14 cities, 11 municipal water districts, and one county water authority. Metropolitan's service area covers the Southern California coastal plain, including the City of Burbank. (Metropolitan 2016a)

Each of Metropolitan's qualifying member agencies is also responsible for submitting its own UWMP. Metropolitan's 2015 UWMP therefore does not explicitly discuss specific activities undertaken by its member agencies unless they relate to one of Metropolitan's programs. Metropolitan's 2015 UWMP describes and evaluates sources of supply, efficient uses, water recycling, and conservation activities across the Southern California region. (Metropolitan 2016a)

Burbank Water and Power 2015 Urban Water Management Plan (UWMP)

The UWMP for BWP forecasts future water demands within the service area under average and dry year conditions, identifies future water supply projects, and evaluates future supply reliability. The UWMP discusses the provider's supply portfolio, including current and planned water conservation and recycling activities. (BWP 2016)

The Greater Los Angeles County Region Integrated Regional Water Management Plan (IRWMP)

The mission of the Greater Los Angeles County IRWMP is to address the water needs of the Region in an integrated and collaborative manner. BWP sits on the Steering Committee for the Upper Los Angeles River Area (ULARA). The first IRWMP for the Greater Los Angeles County Region was published in 2006, following a multi-year collaborative effort between water retailers, wastewater agencies, stormwater and flood managers, watershed groups, businesses, tribes, the agriculture community, and non-profits. It provided a mechanism for improving water resources planning in the Los Angeles Basin. In 2014, the IRWM group updated the IRWMP to comply with new State integrated planning requirements and update the content. (Leadership Committee of the GLAC IRWMP 2014)

Metropolitan's Integrated Water Resources Plan – 2015 Water Tomorrow Update

Metropolitan's Integrated Water Resources Plan was first developed in 1996 to establish targets for a diversified portfolio of supply investments. The 2015 Update is a plan to provide water supplies under a wide range of potential future conditions and risks. It identifies supply actions including recycled water, seawater desalination, stormwater capture, conservation, and groundwater cleanup to ensure local water supply reliability. The 2015 Update was adopted by Metropolitan's board of directors in January 2016. (Metropolitan 2016b)

6 Impact Analysis

SB 610 requires a WSA to characterize water supply availability over a 20-year projection. At the time of preparation of this WSA, the water supply availability projection would extend from 2018 to 2038. As discussed in Section 4.4, the water supply availability projections utilized in this WSA are drawn from two local UWMPs (BWP 2015 UWMP and Metropolitan 2015 UWMP), as well as one Adjudication Judgment (Upper Los Angeles River Judgment), thus accounting for the imported and local water supplies in the City of Burbank.

The BWP UWMP and Metropolitan UWMP provide water supply availability projections through 2040 and reflect anticipated population growth rates. Population is expected to grow from 106,084 in 2015 to 118,821 in 2040, an increase of 12 percent. Table 4 summarizes the City of Burbank's projected water supplies over this time period.

Table 4 City of Burbank Water Supply Projection

Water Supplies (acre-feet)	2020	2025	2030	2035	2040
City of Burbank	28,521	28,130	27,858	27,440	27,250

Sources: BWP, 2016

The Project design includes water saving features, including water efficient appliances and fixtures, drip irrigation systems, and drought tolerant landscaping. Both potable and recycled water may be used during implementation of the project. As discussed in Section 3, the Project is forecast to generate an indoor water demand of approximately 498.5 AFY and an outdoor water demand of approximately 130.4 AFY, for a total projected water demand of 628.9 AFY. The proposed project's operational water demand accounts for approximately one percent of the total water supplies available to the City of Burbank in 2025 and approximately 1.1 percent of the supplies available in 2040.

The BWP 2015 UWMP does not specifically identify the proposed project, but generally accounts for anticipated mixed use development along transportation corridors. In addition, the Project is consistent with SCAG's growth forecasts, which were used to calculate water demand forecasts in the BWP UWMP and Metropolitan UWMP. Therefore, the project's water demand has been accounted for in the BWP UWMP.

Because this area is adjudicated, as discussed in Section 4.2, all water supply demands and uses will occur in compliance with the Adjudication Judgment, which is included as Appendix A to this WSA. The Adjudication Judgment is a permanent management plan and therefore also covers the 20-year projection required by SB 610.

The reliability of future water supplies and potential supplemental sources are discussed in detail in Section 7, Water Supply Reliability.

7 Water Supply Reliability

BWP estimates that potable water demands will continue to decrease between 2020 and 2040, primarily due to water conservation. This section discusses the reliability of water resources in Burbank.

Table 2 in Section 5 summarizes BWP's projected potable and non-potable water supplies. Regulatory orders and management agencies ensure the sustainability and reliability of water supplies currently used in the City of Burbank. The Adjudication Judgment limits production from the San Fernando Basin to ensure the long-term reliability of the basin. Additionally, local water suppliers identify potential future supply sources to augment water supplies and further insulate the region from hydrological uncertainty. Section 7.1, Additional Future Supply, discusses these sources.

The majority of BWP's water supply comes from Metropolitan imports. Table 5 summarizes the amount of water Metropolitan projects Burbank will demand as compared to Burbank's internal projections.

Table 5 Burbank's Projected Metropolitan Supplies

Source	2020	2025	2030	2035	2040
Metropolitan's Projected Burbank Water Demands	13,826	13,573	13,481	13,481	13,569
Burbank's Internal Projected Demands for Metropolitan Imports	13,794	13,281	12,888	12,385	12,147
BWP's Projected Demand in Comparison to Metropolitan's Projected Demand	-32	-292	-593	-1,096	-1,422

Units in acre-feet per year (AFY)
Source: BWP, 2016

Metropolitan estimates future water demands for the City of Burbank and the entire region using its Econometric Demand Model, developed by the Brattle Group. Since Metropolitan's UWMP concludes that the agency will have sufficient supplies to meet its projected demands for Burbank, and BWP projections are lower in comparison, the BWP UWMP concludes that Metropolitan will have enough water to meet BWP's future demands.

BWP utilizes Metropolitan's projections to provide the basis for dry-year reliability planning. BWP's UWMP evaluates supply and demand comparisons for a single dry year and for multiple dry years. It also estimates minimum water supply during three consecutive years based on the driest three years on record (BWP 2016). Table 6 summarizes BWP's dry-year reliability projections.

Table 6 Water Supply and Demand in Single and Multiple Dry Years[1]

Year-Type	2020	2025	2030	2035	2040
Normal Year	28,521	28,130	27,858	27,440	27,250
Single Dry Year	28,473	28,082	27,811	27,394	27,204
Multiple Dry Year 1st, 2nd, and 3rd Year Supply	28,448	28,470	28,183	27,741	27,531

[1] Units in acre-feet (AF)

Source: BWP, 2016

Metropolitan projects 100 percent reliability for full-service water demands through the year 2040. Since Metropolitan expects to meet demands, and since BWP's groundwater and recycled water supplies should be reliable in dry years, the supplies meet the demands (BWP 2016).

This analysis reasonably assumes that BWP would not use or distribute its allocated imported water or natural water supplies in such a way that would be unsustainable to long-term water supply reliability.

7.1 Additional Future Supply

The following water supply-related projects are underway:

- Expanded water recycling
- Conservation measures
- North Hollywood Operable Unit (NHOU) wells
- Potable reuse feasibility study (BWP 2016)

BWP has developed conservation efforts to decrease per capita water consumption. BWP's Home Improvement Program offers residents free efficiency upgrades, such as sprinkler controller programming, toilet test leak and repair, and installation of low flow showerheads and faucet aerators. Other efforts include rebates for efficient appliances, water leak detection programs, turf replacement rebates, and public information programs. Continued conservation programs and water efficiency measures in new development would minimize increased water demands in the City.

Lockheed-Martin is leading an effort to pipe nearby NHOU off-line wells to be treated. BWP is currently pursuing grant funding to study the feasibility of both direct and indirect potable reuse. BWP anticipates that recycled water will play an integral role in future water supplies (BWP 2016). If these additional water supply projects are implemented, BWP would be less reliant on Metropolitan imports. Since groundwater and recycled water are reliable in dry years, the long-term reliability of BWP's water supplies would increase.

8 Conclusions

This WSA considers data and information for water supplies and demands in the Project area available in relevant sources including local UWMPs provided by BWP and Metropolitan, as well as the Adjudication Judgment for the San Fernando Basin. This analysis utilizes these information sources, among others, to characterize long-term water supply availability for the Project area. The two public water suppliers within the Project area (BWP and Metropolitan) operate under UWMPs that account for anticipated population growth and continued development within the City of Burbank. Existing local supplies include groundwater from the San Fernando Basin and recycled water from BWRP. Water imported from Metropolitan is sourced from the State Water Project and the Colorado River Aqueduct.

Based on the water demand projections presented herein, the local water suppliers' projected water supplies are sufficient to meet the projected water demand of the proposed project.

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Appendix A

Adjudication Judgment – *City of Los Angeles v. City of San Fernando, et al.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

JUDGMENT

January 26, 1979

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

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

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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ATTACHMENTS

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

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.

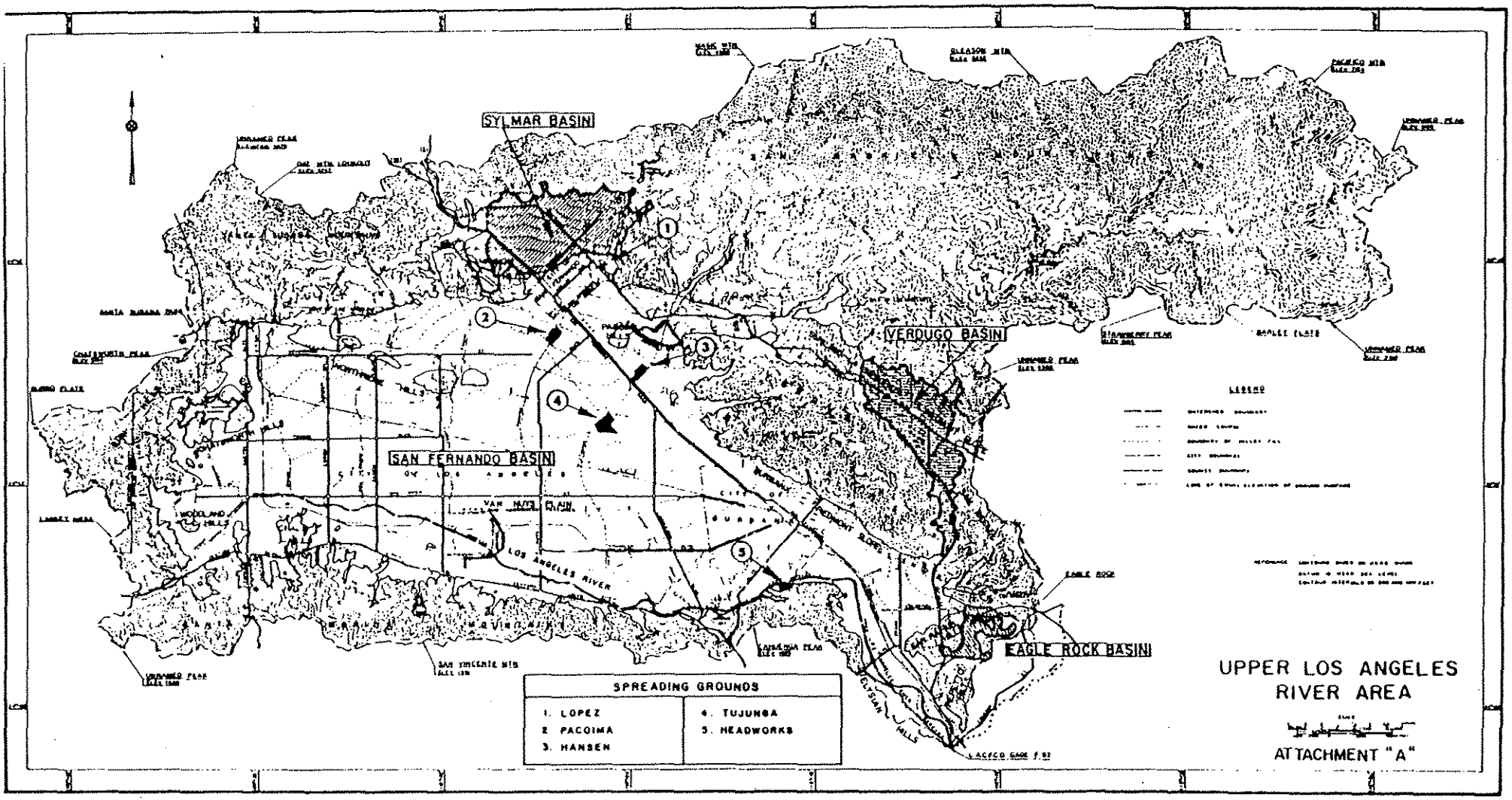
10.2 Notice of Change in Hydrologic Condition -- Sylmar Basin. If Sylmar Basin shall hereafter be in a condition of overdraft due to increased or concurrent appropriations by Los Angeles and San Fernando, Watermaster shall so notify the Court and parties concerned, and notice of such overdraft and the 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


SYLMAR BASIN
VERDUGO BASIN
SAN FERNANDO BASIN
EAGLE ROCK BASIN
LOS ANGELES RIVER
SPREADING GROUNDS
1. LOPEZ
2. PACOIMA
3. HANSEN
4. TUJUNGA
5. HEADWORKS
UPPER LOS ANGELES RIVER AREA
ATTACHMENT "A"

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 (Sale)

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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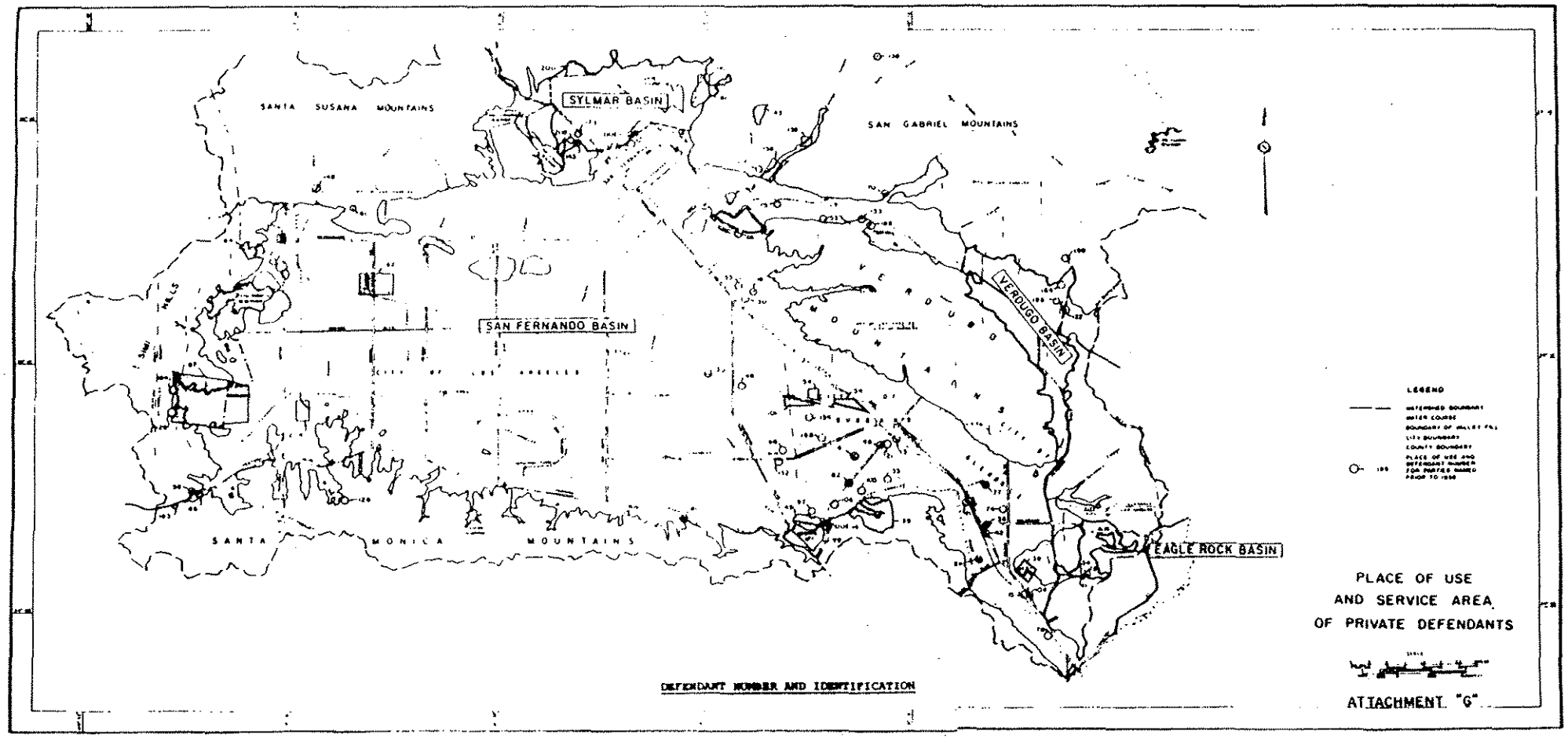
MINIMAL-CONSUMPTIVE USES

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.



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