

 (SIGNATURE)

PLAINTIFF/PETITIONER: Clyde and Nancy Evenson, et al.
 DEFENDANT/RESPONDENT: Chad Reinhart, et al.

CASE NUMBER:
 22CV-0320

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

SEE ATTACHED POS

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on *(date)*:
 b. from *(city and state)*:

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

SEE ATTACHED POS

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

PROOF OF SERVICE
(Code Civ. Proc., §§1013, et seq., 1010.6, and 2015.5)

I am employed in the County of San Luis Obispo, State of California. I am over the age of 18 and not a party to this action. My business address is Post Office Box 3835, San Luis Obispo, CA 93403-3835. Hand and overnight deliveries should be directed to our physical location at 6633 Bay Laurel Place, Avila Beach, CA 93424.

On October 9, 2025, I served the following document titled **“NOTICE OF ENTRY OF JUDGMENT”** on the parties identified below:

Gregory A. Connell, Esq.
Gregory A. Connell, APLC
412 Marsh Street
San Luis Obispo, CA 93401
E-mail: gconnell@connell-lawfirm.com

Attorney for Defendants Chad M.
Reinhart, Jessica Stout, Stone Mountain
Retreat, LLC, Stone Mountain Ranch,
LLC

☐ **BY U.S. MAIL** – I caused the above-described document to be deposited in the regular course of business in a post office, mailbox, sub-post office, substation, or mail chute, or other like facility regularly maintained by the U.S. Postal Service, at a place located within the county of San Luis Obispo, in a sealed envelope, with postage fully prepaid, addressed to the person(s) on whom it is to be served, at the address(es) shown on the attached Service List.

☒ **BY ELECTRONIC TRANSMISSION (EMAIL)** – Based on a court order or the agreement of the parties herein to accept electronic service, I caused the above-described document to be sent electronically, addressed to the person(s) on whom it is to be served, at the email address(es) shown on the attached Service List.

☐ **BY PERSONAL SERVICE** – I caused the above-described document to be personally delivered to the person(s) shown on the attached Service List.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 9, 2025, in San Luis Obispo County, California.

/s/ Hannah Skov

Dated: October 9, 2025

Hannah Skov

9/29/2025 11:23 AM

ELECTRONICALLY FILED: 10/6/2025
San Luis Obispo Superior Court
By: Wickstrom, Tamara

Elizabeth A. Culley, State Bar No. 258250
Carrick J. Meyers, State Bar No. 352268
**ADAMSKI MOROSKI MADDEN
CUMBERLAND & GREEN LLP**
Mailing Address: Post Office Box 3835
San Luis Obispo, CA 93403-3835
Physical Address: 6633 Bay Laurel Place
Avila Beach, CA 93424
Telephone: (805) 543-0990
Facsimile: (805) 543-0980

Attorneys for Plaintiffs, Clyde and Nancy Evenson, Trustees; MaryAnn Vasconcellos and David Smiley, Trustees; W. Scott Armbruster; and Brian and Debra Larson

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO**

CLYDE and NANCY EVENSON, Trustees of the Clyde and Nancy Evenson Family Trust dated September 12, 2019; MARYANN VASCONCELLOS and DAVID SMILEY, Trustees of the Vasconcellos/Smiley Community Property Trust, u/d/t dated May 5, 2009; W. SCOTT ARMBRUSTER, an individual; and BRIAN S. LARSON, an individual; and DEBRA L. LARSON, an individual,

Plaintiffs,

v.

CHAD M. REINHART, an individual; JESSICA STOUT, an individual; STONE MOUNTAIN RETREAT, LLC, a California limited liability company; STONE MOUNTAIN RANCH, LLC, a California limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV-0320

STIPULATED JUDGMENT

Assigned To: Hon. Craig B. Van Rooyen
Complaint Filed: 6/24/2022
Trial Date: 3/30/2026

This Stipulation is made and entered into between Plaintiffs, Clyde and Nancy Evenson, Trustees of the Clyde and Nancy Evenson Trust dated September 12, 2019, Maryann Vasconcellos, Trustee of the Vasconcellos/Smiley Community Property Trust, David Smiley, Trustee of the Vasconcellos/Smiley Community Property Trust, U/D/T Dated May 5, 2009, W.

1 Scott Armbruster, an individual, Brian S. Larson, and individual, and Debra L. Larson, an
2 individual (collectively, the “Plaintiffs”), on the one hand, and Defendants, Chad Reinhart, an
3 individual, Jessica Stout (Reinhart), an individual, Stone Mountain Retreat, LLC, and Stone
4 Mountain Ranch, LLC’s, (collectively, the “Defendants”), on the other hand, with reference to
5 the following facts:

6 WHEREAS, on or about June 24, 2022, in the above-referenced case, Plaintiffs filed a
7 Verified Complaint for Breach of Easements by Overburdening, Breach of 2017 Modification,
8 Trespass, Nuisance, Declaratory Relief and Injunctive Relief (“Complaint”).

9 WHEREAS, on or about April 22, 2025, Defendant, Chad Reinhart (“Reinhart”) filed a
10 Second Amended Cross-Complaint for Breach of Easement Agreement, Private Nuisance,
11 Intentional Interference with Easement, Public Nuisance, and Violation of 1979 Judgment
12 (“Cross-Complaint”) against Plaintiffs, Nancy and Clyde Evenson, MaryAnn Vasconcellos,
13 David Smiley, Brian Larson, and Debra Larson.

14 WHEREAS, both the Complaint and the Cross-Complaint (“Action”) pertain to a series
15 of easements created by express grant and by Judgment of the San Luis Obispo Superior Court,
16 later terminated and modified in part, which make up Davis Canyon Road in San Luis Obispo,
17 California (“Davis Canyon Road Easements”), and include at least the following:

- 18 • Evenson Easement – San Luis Obispo County Official Records Doc. No. 16397,
19 dated April 18, 1980, attached hereto as Exhibit 1.
- 20 • Vasconcellos/Smiley Easement – San Luis Obispo County Official Records Doc.
21 Nos. 18427 and 18428, dated April 19, 1978, attached hereto as Exhibit 2.
- 22 • July 19, 1979, Judgment by the San Luis Obispo Superior Court in Case Nos.
23 48779 and 48947, attached hereto as Exhibit 3.
- 24 • 2000 Termination of Certain Access Easements – San Luis Obispo County
25 Official Records Doc. No. 2000-074153, dated December 14, 2000, attached
26 hereto as Exhibit 4.
- 27 • 2017 Modification of Easement – San Luis Obispo County Official Records Doc.
28 No. 2017034757, dated August 7, 2017, attached hereto as Exhibit 5.

- Grant Deeds recorded on January 14, 1983 as Document Nos. 1986, 1987, 1988, and 1989 in the official records of San Luis Obispo County, attached hereto collectively as Exhibit 6.

WHEREAS the parties recognize that there are two distinct aspects to this action: (1) the Easement portion, pertaining to what activities are permitted upon the Davis Canyon Road Easements (“Easement Portion”); and (2) the Maintenance portion, pertaining to the maintenance of the Davis Canyon Road Easements (“Maintenance Portion”).

WHEREAS, Plaintiffs and Defendants (collectively, “Parties”) have agreed to settle these claims without the need for further litigation on the terms set forth herein, and as set forth in the Ancillary Agreement to this Stipulated Judgment which is not being filed with the Court.

NOW, THEREFORE, SUBJECT TO APPROVAL BY THE COURT, the Parties stipulate to the following:

1. All easements, agreements, modifications and Judgments that are recorded as of the effective date of this Stipulated Judgment, including but not limited to Exhibits 1-6 hereto, and all road maintenance clauses therein, shall remain in full force and effect being only clarified and explained by the terms of this Stipulated Judgment.

2. Defendants will pay to the Plaintiffs \$50,000.00, plus simple interest at a rate of 5% per annum from the date of the Court’s execution of this Stipulated Judgment (“Settlement Payment”). The Settlement Payment shall be payable at a rate of \$1,000.00 per month, payable on the first of day of each month, until paid in full. Any monthly payment is deemed late on the tenth day of each month, and unless paid within thirty days thereafter, the full balance of the Settlement Payment shall become immediately due and payable. Upon sale of the Defendants’ Property, any balance of the Settlement Payment shall be paid out of escrow. All checks shall be made out to the Adamski, Moroski, Madden, Cumberland & Green LP Client Trust Account, unless the Plaintiffs notify Defendants otherwise. This amount represents a partial reimbursement of the attorney fees and costs incurred by the Plaintiffs in connection with this Action. The Motion for Attorney Fees filed by Plaintiffs on September 25, 2025 will be taken off the Court’s docket and is subsumed into this Stipulated Judgment.

Resolution of the Easement Portion.

3. Beginning September 30, 2025, the Davis Canyon Road Easements shall not be used to access any short-term rentals, including any rental that is less than thirty-one (31) consecutive days, on the Defendants' Property. As used herein, the term "rental" shall include any overnight stay at Defendants' Property in exchange for money, goods and/or services, with the exception of individuals assisting with maintenance of Defendants' Property, provided there are no more than two overnight workers within a 31-day period, who stay for a maximum of two nights each within a 31-day period.

4. On September 30, 2025, or earlier, Defendants shall terminate any advertisement, listing or reference to any vacation or short-term rental on the Defendants' Property.

5. On September 30, 2025, or earlier, the owner of Defendants' Property shall direct the County of San Luis Obispo to terminate Business License 6006917 and Land Use Authorization Zoning Clearance for Vacation Rental ZON2019-00115 and Land Use Authorization Zoning Clearance for Business License ZON2019-00116.

6. Defendants are permanently enjoined from using, or allowing to be used, the Davis Canyon Road Easements for commercial purposes, including but not limited to camping, campground, fraternal or group home, retreat, hiking, trailhead, and all recreational activities, except as expressly provided herein.

a. The term "commercial purposes" shall be defined as engaged with or engaged in commerce.

b. The term "commercial purposes" shall not include the long-term (31 days or more) residential rental of the existing single-family residence on the Defendants' Property, or any other single-family residences, or other uses permitted by the County of San Luis Obispo Code, lawfully constructed, with proper permitting, on the Defendants' Property, not to exceed the lesser of one single-family residence per every forty acres of real property on the Defendants' Property or limitations imposed pursuant to any San Luis Obispo County Land Use Ordinance or similar

1 San Luis Obispo County regulations. Occupation of a single-family
2 residence shall be in accordance with all applicable San Luis Obispo
3 County density requirements and limitation on the maximum number of
4 people.

- 5 c. The term “commercial purposes” shall not include agricultural
6 operations, including produce grown on Defendants’ Property and the
7 sale of bulk firewood. The Davis Canyon Road Easements shall not be
8 used for the sale of crops or firewood onsite at Defendants’ Property.
9 Produce grown on Defendants’ Property and firewood can only be
10 transported via car, pickup trucks, or van, which van shall not exceed 8
11 feet in width and 24 feet in length. If a car, van, or pickup truck
12 transporting such produce or firewood includes a trailer, the trailers are
13 not to exceed 7 feet in width and 14 feet in length. All drivers must be
14 capable of, and willing to, back up the vehicle they are driving to allow
15 the safe passing of oncoming vehicles to the occasional wider location
16 on the narrow winding roadway making up the Davis Canyon Road
17 Easements. The Davis Canyon Road Easements shall not be used for the
18 commercial production or sale of any cannabis or hemp crop or product,
19 or any other illegal (whether federal or state or both) crop grown on
20 Defendants’ Property. No offsite raw timber, such as firewood, shall be
21 imported to Defendants’ Property, due to the risk of non-native
22 contamination. With respect to any firewood cutting, Defendants agree
23 to abide by all County regulations, including County Code Section 22.58
24 *et seq.*, and permitting requirements, and agree not to harvest, or allow
25 to be harvested, any firewood from the Plaintiffs’ Properties, including
26 the areas on the Plaintiffs’ Properties encumbered by the Davis Canyon
27 Road Easements, without express written permission of the underlying
28 property owner.

1 7. All visitors to the Defendants' Property via the Davis Canyon Road Easements
2 must have gate codes accessible to them and must not expect nearby property owners or
3 occupants to open the gate(s) for them.

4 8. The owners of the Defendants' Property and Plaintiffs' Properties agree that in
5 addition to Defendants, Plaintiffs, or their successors-in-interest, all occupants, guests, visitors,
6 and service providers are to adhere to a ten (10) mile per hour (mph) maximum speed on the
7 Davis Canyon Road Easements, recognizing that ten (10) miles per hour in some areas of the
8 Davis Canyon Road Easements is neither safe nor reasonable, and further agree to require all
9 occupants, guests, visitors, and service providers to abide by the same.

10 9. Defendants agree to defend, indemnify and hold harmless all Plaintiffs for any
11 liability relating to any claims for injury to persons or damage to property which may arise in
12 association with Defendants' use of the Davis Canyon Road Easements in connection with either
13 Defendants' renting of the Defendants' Property or Defendants' agricultural or firewood
14 activities on the Defendants' Property.

15 **Resolution of the Maintenance Portion.**

16 10. The Parties acknowledge and agree that the Davis Canyon Road Easements
17 encompass a 3-mile long, 12' wide, winding, dirt and rock surface road, which necessitates
18 erosion control measures, and which traverses through a forest with densely vegetated, steep
19 mountainous and ravine terrain, where trees, brush, and rock frequently fall onto the road.

20 11. Unless expressly stated otherwise herein, no provision of this Maintenance
21 Portion of the Stipulated Judgment is intended, or shall, replace the maintenance provisions in
22 any recorded document pertaining to any of the easements that make up Davis Canyon Road,
23 including Exhibits 1-6 hereto, nor shall any provision of this Stipulated Judgment alter the rights,
24 duties, or obligations of the Parties hereto with respect to maintenance of Davis Canyon Road
25 under the law, including Civil Code Section 845.

26 12. **Definitions:**

- 27 a. Party Owner: A party to this Stipulated Judgment, including their
28 successors and assigns, who owns real property that is the subject of this

1 Stipulated Judgment.

- 2 b. Non-Party Owner: A property owner in Davis Canyon who is not a party
3 to this Stipulated Judgment, and their successors and assigns.
- 4 c. Party Easement Holder: A party to this Stipulated Judgment, including
5 their successors and assigns, who benefits from an easement in Davis
6 Canyon.
- 7 d. Non-Party Easement Holder: One benefiting from an easement in Davis
8 Canyon who is not a party to this Stipulated Judgment, and their
9 successors and assigns.
- 10 e. Non-Substantial Maintenance Work: Work that is generally performed
11 on a day-to-day basis within the 12 ft easement travel lane, or 14 ft
12 vertical height clearance above the easement travel lane to address
13 vegetation, tree branches, and potholes along Davis Canyon Road, and
14 for which no compensation is sought including only: (1) weed whacking
15 or mowing; (2) cutting brush, tree branches, and fallen trees, and moving
16 them from the 12 ft easement travel lane; and (3) using hand tools to fill
17 potholes or otherwise repair minor road erosion.

18 13. **Notice Provisions.** Excepting Non-Substantial Maintenance Work, no Party to
19 this Stipulated Judgment shall perform, cause, or permit to be performed, any work on the Davis
20 Canyon Road Easements, unless on their own property, except as follows:

- 21 a. **Notice to Party Property Owner and Party Easement Holders.** Except
22 for emergency work described below in Paragraph 14, only upon at least
23 one week notice to the underlying Party Property Owner, and to all other
24 Party Easement Holders who benefit from an easement over the underlying
25 property, which notice shall include: the proposed scope of work, including
26 the work to be completed within and outside of the 12 foot road easement;
27 proposed processing and disposal of material; agency permit information;
28 the proposed cost of work for which compensation is sought; best

management practices (“BMPs”) for erosion and sediment control; and the proposed names and contact information of any third-parties who will be performing the work. This notice requirement does not require notice to any Non-Party Property Owner.

b. **Permission from Party Property Owner.** Except for emergency work described below, with the express written permission of the underlying Party Property Owner, which permission shall not be unreasonably withheld. The absence of any response from a Party Property Owner for two (2) weeks after notice of the proposed work shall be considered express written permission.

c. **Proper Permitting.** With all proper permitting, including any necessary permits from California Fish and Wildlife.

d. **No Work Outside 12-Foot Easement Without Written Permission.**

Under no circumstances shall work be performed outside of the 12-foot road easement travel lane or 14-foot vertical height clearance above the easement travel lane without prior written permission from the underlying Party Property Owner.

14. **Limited Emergency Exceptions.** When an emergency exists impacting access to the Davis Canyon Road Easements, and the protection of life, property and/or assets is at issue, the Parties agree to follow California Civil Code Section 845 and all existing recorded documents, and agree to contact affected Party Property Owners immediately, if possible, or as soon as reasonably practical while working diligently to address the emergency at hand. Such emergency work shall be limited to true emergencies, such as a downed tree or large downed limb extending onto the Davis Canyon Road Easements, rockfall onto the Davis Canyon Road Easements, or a landslide blocking access to the Davis Canyon Road Easements. If emergency agency permits are required, such as a road washout or landslide affecting the creek, the lead Party in the emergency work shall apply for needed emergency permits, copies of which shall be given to the underlying Party Property Owner immediately upon submittal and also immediately upon receipt of any

1 permitting. Failure to contact affected Party Property Owners and/or provide emergency
2 permitting information in a timely manner, shall result in a forfeiture of compensation pursuant to
3 California Civil Code Section 845. Under no circumstances shall alterations to the Davis Canyon
4 Road Easements, as they presently exist at the time of execution of this Stipulated Judgment, be
5 considered emergency work.

6 15. **Water Bars and Erosion Control Measures.** The Parties agree that water bars,
7 erosion control measures, and rock crossings are necessary for erosion control and water
8 diversion on the Davis Canyon Road Easements. The Parties agree to have a mutually agreeable
9 third-party engineer with dirt road maintenance experience evaluate the Davis Canyon Road
10 Easements, including water bars existing as of the filing of this action, and provide a written
11 report recommending erosion control measures which are essential, inexpensive, and easy to
12 implement and maintain. The Parties agree to work together in good faith to implement the
13 recommendations of the third-party engineer, to the extent those recommendations meet the
14 above criteria of essential, inexpensive, and easy to implement and maintain. The Parties agree
15 to first contact Natural Resources Conservation Service ("NRCS") to inquire if they will perform
16 this service. The cost of such an evaluation shall be split by the Parties on a pro-rata basis
17 determined by the length of Davis Canyon Road which they utilize to access their properties.
18 The cost to make any such recommended modifications to Davis Canyon Road shall be pursuant
19 to any existing recorded easements or California Civil Code Section 845.

20 16. Absent an express, written agreement signed by all Parties hereto, the Parties agree
21 to not use Coastal Construction and/or Corey John Sarros to perform any maintenance or
22 emergency work on the Davis Canyon Road Easements.

23 17. The Parties agree that no Party to this Stipulated Judgment shall represent
24 themselves, or hold themselves out, to any third-party as being the underlying fee property owner
25 of another's property, or a representative of other property owners(s), without the express written
26 designation and consent by the owner(s). The Parties agree that no Party shall represent themselves
27 to any third-party as being in charge of maintenance of Davis Canyon Road or having the authority
28 to make decision regarding Davis Canyon Road, absent written designation and consent of all

Parties to this Stipulated Judgment.

General Terms and Mutual Release.

18. The Parties shall require any tenants and other third-parties providing services to any Party, who are not signatories to this Stipulated Judgment, to abide by the terms of this Stipulated Judgment.

19. This Stipulated Judgment shall run with the land and shall be deemed to obligate, extend to, and inure to the benefit of the successors, assigns, agents, transferees, grantees, and indemnities of each of the Parties to this Stipulated Judgment. Plaintiffs shall cause this Stipulated Judgment to be recorded in the San Luis Obispo County Official Records.

20. The Parties acknowledge that several of the underlying Easement Agreements asserted in the Complaint contain attorney fee provisions. Except for the Settlement Payment outlined above, each Party shall bear their own attorney fees and costs incurred in connection with this Action and this Stipulated Judgment. In the event, however, that Defendants, or any of them, or any entity created by any of the Defendants which comes to own the Defendants' Property, breach, cause a breach, or permit a breach of this Stipulated Judgment by operating a hip camp, short term vacation rental, or other commercial purpose not permitted by this Stipulated Judgment, Defendants shall be collectively responsible for the full amount of attorneys fees and costs incurred by Plaintiffs in connection with this Action through the date of execution of this Stipulated Judgment, less the Settlement Payment ("Breach Reimbursement of Fees and Costs"). This Breach Reimbursement of Fees and Costs represents a reasonable measure of the loss that would be sustained by Plaintiffs as a result of any breach of this Stipulated Judgment by operating a hip camp, short term vacation rental, or other commercial purpose not permitted by this Stipulated Judgment by Defendants given, at least because, the Plaintiffs, by this Stipulated Judgment are releasing the claims asserted in the Action and foregoing their right to recover their attorney fees and costs. The Parties acknowledge that this agreement regarding the Breach Reimbursement of Fees and Costs has been entered into when the Parties possess equal bargaining power and after considering the range of damages, including attorney fees, Plaintiffs could have recovered had the matter proceeded to trial. This Paragraph

20 would not apply to Defendants, or any potential third-party non-interested buyer, and Defendants would not be joint and severally liable to Plaintiffs, if Defendants' Property is sold to a third-party non-interested buyer at an arm's length transaction, but this Stipulated Judgment would be disclosed to any potential third-party buyer and that third-party buyer would be subject to this Stipulated Judgment. If this Breach of Reimbursement of Fees and Costs is found by a Court of competent jurisdiction to be invalid or unenforceable, the balance of the Stipulated Judgment shall remain valid and enforceable pursuant to the severability clause in Paragraph 32.

21. In consideration of the above and except as expressly provided for herein, each Party and their respective attorneys, affiliates, agents, representatives, successors-in-interest and assigns, fully and forever releases and discharges the other Parties and their respective attorneys, affiliates, agents, representatives, successors-in-interest and assigns, and each of them, of and from any and all claims, demands, actions, causes of action, attorney fees, costs, losses, expenses or request for relief of any type or nature whatsoever, whether legal or equitable, in contract, tort, based on statute or otherwise, which each Party has or may have in the future, against the other Party that are alleged in the Complaint and/or Cross-Complaint. No Party waives the right to bring any legal action seeking enforcement of this Stipulated Judgment, seeking Breach Reimbursement of Fees and Costs, seeking enforcement of California Civil Code Section 845, seeking a determination regarding Maintenance rights and obligations related to the Davis Canyon Road Easements, or seeking relief, whether monetary or equitable, for any future alleged wrong which did not exist at the time of the execution of this Stipulated Judgment.

22. The Parties acknowledge that they are familiar with Section 1542 of the Civil Code of the State of California. Except as expressly provided herein, each Party expressly waives and relinquishes any rights and benefits which they have or may have under Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Except as provided herein, the Parties, having the opportunity to consult with legal counsel, expressly waive and relinquish any and all rights and benefits which either of them may have under section 1542 of the Civil Code, as well as under the provisions of all comparable, equivalent or similar statutes and principles of law or equity of any and all states of the United States or of the United States. The Parties understand and acknowledge the significance and consequences of this waiver and hereby assume the risk of any injuries, losses or damages which may arise from such waiver.

23. Each of the Parties to this Stipulated Judgment represents and warrants that they have full legal authority to agree to, and execute, this Stipulated Judgment containing the provisions herein (including those concerning the release of claims) on behalf of any and all persons having a legal and/or beneficial interest whatsoever in the rights, claims, demands, causes of action, injuries, damages, loss, actions, costs, attorney fees, loss of services, expenses and compensation released thereby.

24. Any notice to be given to a Party under this Stipulated Judgment shall be given in writing using the information set forth directly below, and shall be effective as set forth below depending on the manner of service. If any of the below contact or delivery information changes, the Party whose information changes bears the burden of providing notice to the other Parties hereto.

PARTY and APPLICABLE APN/ADDRESS	MANNER OF SERVICE	SERVICE COMPLETE
Nancy and Clyde Evenson APN: 076-114-001 Address: 2455 Davis Canyon Road	Email: taxi88670@gmail.com and Text: (805) 440-1217	2 days after email and text are sent
Maryann Vasconcellos and David Smiley APNs: 076-114-037 and 076- 114-038	Email: dsmiley595@gmail.com; and maryannthyme@gmail.com	2 days after emails sent

1	Address: 2565 Davis Canyon		
2	Road		
3	W. Scott Armbruster	Email:	2 days after email and
4	APN: 076-101-060	wsarmbruster@alaska.edu	text are sent
5	Address: 3880 Davis Canyon	and	
6	Road	Text: (907) 378-3235	
7	Debra and Brian Larson	Email: arealarson@hotmail.com	2 days after email and
8	APN: 076-101-051	arealarson@msn.com	text are sent
9	Address: 3890 Davis Canyon	and	
10	Road	Text: (805) 550-1064 and (805)	
11		550-1648	
12	All Defendants	Email:	2 days after email and
13	APNs: 076-101-036 and 076-	chadmichaelreinhardt@gmail.com	text are sent
14	101-037	and	
15	Address: 4850 Davis Canyon	Text: 805-422-2400	
16	Road		

25. Each of the Parties to this Stipulated Judgment acknowledges and agrees that they have been represented by independent counsel of their own choice throughout all negotiations which preceded the execution of this Stipulated Judgment, and that they have executed this Stipulated Judgment with the consent and upon the advice of said independent counsel.

26. It is understood that this Stipulated Judgment is executed by the Parties hereto without any admission or confession of any liability or wrongdoing on the part of any Party hereto. Each Party hereto certifies that it, he or she has read all of this Stipulated Judgment and fully understands the same.

27. Time is of the essence with regard to the performance of each provision of this Stipulated Judgment.

28. The Parties agree that this Stipulated Judgment is binding and enforceable and

1 further shall be admissible in evidence in any action or proceeding to enforce this Stipulated
2 Judgment, notwithstanding any provisions of the Evidence Code to the contrary. Any Party or
3 future property owner may seek enforcement of this Stipulated Judgment pursuant to Code of Civil
4 Procedure Section 664.6 via *ex parte* application or via noticed motion or other pleading presented
5 to the Court in the Civil Actions or in any other enforcement action. The Parties agree that the
6 Court shall retain jurisdiction under Code of Civil Procedure Section 664.6.

7 29. In the event litigation is commenced to enforce any of the provisions of this
8 Stipulated Judgment, to recover damages for breach of any of the provisions of this Stipulated
9 Judgment, or to obtain declaratory relief in connection with any of the provisions of this Stipulated
10 Judgment, the prevailing party shall be entitled to recover reasonable attorney fees, expert witness
11 fees, and costs.

12 30. This Stipulated Judgment, and the attachments hereto, contains the entire
13 understanding of the Parties with respect to the subject matter hereof, and no modification,
14 amendment, or waiver of any of the provisions hereof shall be valid unless it is put into writing
15 and executed by all Parties hereto. The Parties agree that this Stipulated Judgment is a fully
16 integrated contract.

17 31. This Stipulated Judgment shall be governed and construed in accordance with the
18 laws of the state of California. Venue for any action commenced regarding the terms or
19 interpretation of this Stipulated Judgment shall be in the State court of proper jurisdiction for the
20 County of San Luis Obispo, California.

21 32. Should any provision of this Stipulated Judgment be declared or determined by any
22 court to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be
23 affected thereby and said illegal or invalid part, term or provision shall not be deemed to be part
24 of this Stipulated Judgment. This Stipulated Judgment shall be interpreted according to its plain
25 meaning and not for or against either Party as a result of the presumption under California Civil
26 Code Section 1654.

27 33. Each of the Parties agrees to execute any and all further documents necessary to
28 effectuate the intent and purposes of this Stipulated Judgment, including but not limited to any

documents required by the County of San Luis Obispo, the State of California, and/or any other governmental agencies.

34. This Stipulated Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Stipulated Judgment by facsimile or e-mail of a PDF file, or by DocuSign, in each case authenticated to the recipient's reasonable satisfaction, shall be equally as effective as delivery of an original executed counterpart of this Stipulated Judgment. Execution and delivery of signatures by electronic means shall be sufficient.

Dated: 25/09/2025

By: 
Chad M. Reinhart, individually and Manager of Stone Mountain Retreat, LLC and Stone Mountain Ranch, LLC

Dated: 25/09/2025

By: 
Jessica Reinhart née Stout

Dated: _____

By: _____
Clyde Evenson, Trustee of the Clyde and Nancy Evenson Family Trust dated September 12, 2019

Dated: _____

By: _____
Nancy Evenson, Trustee of the Clyde and Nancy Evenson Family Trust dated September 12, 2019

Dated: _____

By: _____
Mary Ann Vasconcellos, Trustee of the Vasconcellos/Smiley Community Property Trust, u/d/t dated May 5, 2009

documents required by the County of San Luis Obispo, the State of California, and/or any other governmental agencies.

34. This Stipulated Judgment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Stipulated Judgment by facsimile or e-mail of a PDF file, or by DocuSign, in each case authenticated to the recipient's reasonable satisfaction, shall be equally as effective as delivery of an original executed counterpart of this Stipulated Judgment. Execution and delivery of signatures by electronic means shall be sufficient.

Dated: _____

By: _____
Chad M. Reinhart, individually and Manager of Stone Mountain Retreat, LLC and Stone Mountain Ranch, LLC

Dated: _____

By: _____
Jessica Reinhart née Stout

Dated: _____

By: _____
Clyde Evenson, Trustee of the Clyde and Nancy Evenson Family Trust dated September 12, 2019

Dated: _____

By: _____
Nancy Evenson, Trustee of the Clyde and Nancy Evenson Family Trust dated September 12, 2019

Dated: 09/25/25

By: 
Mary Ann Vasconcellos (Sep 25, 2025 19:56:34 PDT)
Mary Ann Vasconcellos, Trustee of the Vasconcellos/Smiley Community Property Trust, u/d/t dated May 5, 2009

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Dated: Sept 25, 2025

By: David Smiley
David Smiley (Sep 25, 2025 17:01:42 PDT)
David Smiley, Trustee of the Vasconcellos/Smiley
Community Property Trust, u/d/t dated May 5, 2009

Dated: _____

By: _____
W. Scott Armbruster

Dated: _____

By: _____
Brian S. Larson

Dated: _____

By: _____
Debra L. Larson

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Dated: _____

By: _____
Chad M. Reinhart, individually and Manager of
Stone Mountain Retreat, LLC and Stone Mountain
Ranch, LLC

Dated: _____

By: _____
Jessica Reinhart née Stout

Dated: 09-26-2025

By: Clyde Evenson
Clyde Evenson, Trustee of the Clyde and Nancy
Evenson Family Trust dated September 12, 2019

Dated: 09/26/2025

By: Nancy Evenson
Nancy Evenson, Trustee of the Clyde and Nancy
Evenson Family Trust dated September 12, 2019

Dated: _____

By: _____
Mary Ann Vasconcellos, Trustee of the Vasconcellos/
Smiley Community Property Trust, u/d/t dated May
5, 2009

Dated: _____

By: _____
David Smiley, Trustee of the Vasconcellos/Smiley
Community Property Trust, u/d/t dated May 5, 2009

Dated: _____

By: _____
W. Scott Armbruster

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Dated: _____

By: _____
David Smiley, Trustee of the Vasconcellos/Smiley
Community Property Trust, u/d/t dated May 5, 2009

Dated: Sept 25, 2025

By: W Scott Armbruster
W Scott Armbruster (Sep 25, 2025 17:24:25 AKDT)
W. Scott Armbruster

Dated: Sept 26, 2025

By: Brian S Larson
Brian S Larson (Sep 26, 2025 08:58:08 PDT)
Brian S. Larson

Dated: Sept 26, 2025

By: Debra L. Larson
Debra L. Larson (Sep 26, 2025 10:57:01 PDT)
Debra L. Larson

[PROPOSED] JUDGMENT

Pursuant to the stipulation of judgment made by the parties hereto, through their respective attorneys of record, and good cause appearing, judgment is hereby entered as stipulated above.

Dated: October 6, 2025



Judge of the Superior Court, Assigned