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ENDORSED
FILED

MAY 8 - 1985

BRUCE C. BOLINGER
COUNTY CLERK
BY J. MONTGOMERY
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA, COUNTY OF NEVADA

PLA-VADA COMMUNITY ASSOCIATION,) NO. 27778
Plaintiff,)
vs.)
STATE OF CALIFORNIA DEPARTMENT OF)
TRANSPORTATION, also known as)
CALTRANS, An Agency of the State)
of California, et al.,) JUDGMENT
Defendants.)
And Related Cross-Action.

Pursuant to settlement of all issues in this case by stipulation of all parties in open court, the Court hereby adjudges as follows:

1. PLA-VADA COMMUNITY ASSOCIATION ("ASSOCIATION") is adjudged to be the owner and sole operator in full charge of the PLA-VADA water and sewage plants. As such, ASSOCIATION is entitled to make reasonable rules and regulations concerning the use by all parties of the system.

2. If any dispute should arise about the reasonableness or violation of ASSOCIATION's rules and regulations, the parties are ordered to submit the dispute to arbitration by a single

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1 arbitrator. The arbitrator will be chosen as follows: The par-
2 ties will request from the Arbitration Administrator of the
3 Superior Court of the County of Sacramento the names of three
4 arbitrators willing to participate in such an arbitration. Each
5 side to the dispute will eliminate one of the arbitrators without
6 comment, leaving one arbitrator chosen for that dispute. The
7 award of the arbitrator shall include costs and attorney fees to
8 the successful party, and shall be conclusive and binding on all
9 parties to the dispute.

10 ASSOCIATION is ordered neither to cut off a party's right to
11 water and sewer services, nor to threaten such a cut-off, unless
12 after a full arbitration and award the party against whom the
13 award runs refuses to abide by the award.

14 3. The STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION.
15 ("CALTRANS") is ordered to install, at its own expense, a ter-
16 tiary clarifier at a point below the present traps leading from
17 all vehicle bays at the Kingvale Maintenance Station, designed to
18 trap and exclude from the sewer system any possible oil, grease,
19 or sand that might presently escape from existing traps. CALTRANS
20 is further ordered to do everything necessary to install or re-
21 place a properly-operating grease trap for the kitchen and garbage
22 room of the Kingvale Maintenance Station, at its own expense.

23 4. CALTRANS is ordered to pay to ASSOCIATION the sum of
24 \$894.25, half of the out-of-pocket cost incurred to repair the
25 clogged drain in October 1980.

26 5. CALTRANS is ordered to pay to ASSOCIATION, as its pro-
27 portionate annual share of the expense of water and sewer services
28 received from ASSOCIATION prior to February 1, 1985, the addi-

1 tional sum of \$30,360.00, less the sum of \$15,200.00 already paid
2 by CALTRANS, for a total of \$15,160.00, in full satisfaction of
3 all prior obligations.

4 6. Commencing on July 1, 1985 and annually thereafter,
5 CALTRANS is ordered to pay to ASSOCIATION, as its proportionate
6 share of annual expense of water and sewer services received from
7 ASSOCIATION, as follows: 80 percent of the ASSOCIATION's annual
8 per house assessment for that year, multiplied by twenty-three
9 (23), payable on the same terms and conditions as may be imposed
10 upon ASSOCIATION homeowners.

11 7. Additionally, and as further consideration for its
12 share of water and sewer service, CALTRANS is ordered to provide
13 the following services for ASSOCIATION: in the summer time,
14 CALTRANS will blade ASSOCIATION's dirt roads once per year. In
15 the winter time, CALTRANS will offer help to the ASSOCIATION in
16 connection with its snow removal problems. However, these obli-
17 gations will be satisfied only after CALTRANS has fully satisfied
18 its obligation to the general public in the maintenance of Highway
19 80. This order contemplates an executory agreement between the
20 participating parties which sets forth in detail the duties,
21 obligations and liabilities of said parties consistent herewith.
22 The executory agreement is part of the overall consideration for
23 the stipulations forming the basis of this judgment.

24 8. ASSOCIATION is hereby authorized to inspect the water
25 and sewer facilities at Kingvale Maintenance Station on not less
26 than four hours' notice at any time during business hours.

27 9. If CALTRANS' use of water rises above 7,500 gallons per
28 day on the average in any quarter, then for that quarter only,

1 CALTRANS is ordered to pay to the ASSOCIATION, for such excess
2 use, the amount equivalent to what the Truckee Utility District
3 (or in the event that it becomes nonexistent, the next nearest
4 public utility that sells water) charges its customers per gallon.

5 10. Commencing on August 1, 1985, and continuing so long as
6 services are required, NICHOLLS ESTATE COMPANY ("NICHOLLS"), or
7 its successor, is ordered to pay annually to ASSOCIATION, as its
8 proportionate share of the expense for sewer and water services
9 received from ASSOCIATION, the sum equal to 80 percent of
10 ASSOCIATION's annual per house assessment for that year,
11 multiplied by three (3) for NICHOLLS' gas station, and times one
12 (1) for NICHOLLS' ski chalet if and when the chalet is recon-
13 nected to the water and sewer system, payable on the same terms
14 and conditions as may be imposed upon ASSOCIATION homeowners.
15 NICHOLLS or its successor and ASSOCIATION shall renegotiate this
16 fee in five years from date hereof, or upon physical expansion of
17 the gas station and/or ski chalet which results in substantially
18 increased need of water and sewer services, whichever first
19 occurs. Any disputes regarding fees, services, or regulations
20 not resolved by negotiation are ordered to be subject to arbitra-
21 tion as set forth in paragraph 2 of this Judgment.

22 11. In recognition of the current design capacity to serve
23 352 homes, the Kingvale Maintenance Station, the gas station, and
24 the ski chalet, ASSOCIATION shall amend its articles and bylaws
25 to permit ownership of sewer and water capacity in excess of 352
26 homes, and to provide service to the other parties hereto under
27 the conditions specified in this judgment. In exchange for con-
28 tinued service as provided herein, PLA'VADA DEVELOPMENT COMPANY

1 ("DEVELOPMENT COMPANY") and NICHOLLS shall assign all further
2 right to excess capacity to ASSOCIATION. The right to water and
3 sewer service is specifically made nonassignable in whole or in
4 part without the express written consent of ASSOCIATION, which
5 may not be unreasonably withheld. The parties acknowledge a
6 pending sale by NICHOLLS to Stewart P. Wells (the present operator
7 of the gas station and ski chalet) of the property consisting of
8 the gas station and ski chalet. It is understood that ASSOCIATION
9 has no objection to such sale and assignment. Any disputes that
10 may occur under this paragraph shall likewise be subject to
11 arbitration as hereinabove provided.

12 12. Additionally, NICHOLLS and DEVELOPMENT COMPANY have
13 entered into an executory agreement concerning roads and recrea-
14 tional grants and easements and said agreement has been executed
15 simultaneously and as part of the overall consideration for the
16 stipulations forming the basis of this Judgment.

17 13. ASSOCIATION may, without cost or liability to NICHOLLS,
18 relocate the 5,000 gallon tank so that it and the springs for
19 which it is the collection basin can again become part of ASSOCIA-
20 TION water system. The location of the tank shall be selected by
21 Dewante & Stowell, subject to reasonable approval of NICHOLLS.
22 If the 5,000 gallon tank is relocated, ASSOCIATION shall quitclaim
23 and release the easement to the existing 5,000 gallon tank.

24 14. NICHOLLS shall grant enlargement of the easement of the
25 90,000 gallon tank area if necessary to permit future expansion
26 by an additional 90,000 gallon tank.

27 15. Each party to this action is ordered to pay its own
28 attorney's fees and costs.

1 16. This stipulated Judgment is a full and complete deter-
2 mination of the rights and obligations of the parties and of all
3 claims for relief, legal or equitable, contained in the pleading
4 and there shall be no liability for payment of damages except as
5 provided herein.

6 17. The court declares that the ASSOCIATION is a mutual
7 nonprofit water and sewer corporation, exempt from P.U.C. juris-
8 diction in complying with the terms of this judgment concerning
9 service to nonmembers. Each of the parties shall participate in
10 dismissing the complaint on file before the Public Utilities
11 Commission, San Francisco Office #831204 now held in abeyance
12 pending final judgment herein.

13 DATED: January 28, 1985

14 Presented for signature and signed on:

15 March 5, 1985.

16 Leo A. Deegan
17 LEO A. DEEGAN
18 Judge of the Superior Court

19 APPROVED AS TO FORM:

20 3/
21 Gwen Theis, Attorney for STATE OF
22 CALIFORNIA DEPARTMENT OF TRANSPORTATION

23 Robert C. Field
24 STARK, STEWART, WELLS & ROBINSON
25 Attorneys for NICHOLLS ESTATE CO.
26 and PLA-VADA DEVELOPMENT CO.

27 Joseph T. White, Jr.
28 WHITE, COURTS & MITCHELL, Attorneys
for PLA VADA COMMUNITY ASSOCIATION