

**DISTRICT COURT, ARCHULETA COUNTY,
COLORADO**

DATE FILED: August 17, 2021 12:47 PM
CASE NUMBER: 2019CV30051

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Pagosa Springs, CO 81147
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Plaintiff:
**SAN JUAN RIVER RESORT PROPERTY OWNERS
ASSOCIATION, INC.**

v.

Defendants:
**LAWYERS TITLE OF PUEBLO, INC., FIDELITY
NATIONAL TITLE COMPANY, SAN JUAN RIVER
RESORT INC., D. ALLEN GARDNER, JAMES E.
STEPHENS, and FRANK E. GRIFFITTS**

v.

Plaintiffs in Intervention:
**C.E. SINNOTT FAMILY
TRUST DATED MARCH 28, 2002; SAN JUAN
RIVER HOUSE, LLC, a Texas Limited Liability
Company; ELIZABETH L. FOX; ELIZABETH L.
FOX AS TRUSTEE OF THE JAMES W. FOX
FAMILY TRUST; TINA R. SONIAT DU FOSSAT
TRUST DATED MAY 16, 2000; ROBERT SONIAT
DU FOSSAT TRUST DATED MAY 16, 2000;
ROBERT K. SONIAT DU FOSSAT; TINA V.
SONIAT DU FOSSAT; NEIL GUNDELACH AND
LINDA GUNDELACH, TRUSTEES OF THE NEIL
GUNDELACH AND LINDA GUNDELACH LIVING
TRUST DATED DECEMBER 16, 2009;
CHRISTOPHER JOHN MOTT; TIFFANY
RACHAEL MOTT; ROBERT BEECHAM; MARIA
LOPEZ; GREGORY N. BURROUGHS; LAURIE
NUELL; MARY ANN CAMACHO; SHAWN G.
HESSING; LAURA J. HESSING; CARLOS R.
GONZALES; RACHEL E. GONZALES; ALLEN S.
BEACH; AND ANDREA J. BEACH; ROBERT D.
CAMPBELL UNDER ROBERT D. CAMPBELL
REVOCABLE TRUST DATED JULY 21, 2015.**

▲ COURT USE ONLY ▲

Case Number:
2019CV30051

Division Courtroom

v.

Third Party Defendants:

SAN JUAN RIVER RESORT PROPERTY OWNERS ASSOCIATION, INC.; SAN JUAN RIVER RESORT, INC., AN ARIZONA CORPORATION; FRANK E. GRIFFITTS; D. ALLEN GARDNER; JAMES E. STEPHENS; EVERBANK NOW KNOWN AS TIAA COMMERCIAL FINANCE, INC.; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; SAN JUAN RIVER VILLAGE METROPOLITAN DISTRICT, A POLITICAL SUBDIVISION AND SPECIAL TAXING DISTRICT OF THE STATE OF COLORADO; BANK OF COLORADO; USAA FEDERAL SAVINGS BANK, A FEDERALLY CHARTERED SAVINGS ASSOCIATION; USAA FEDERAL SAVINGS BANK (“USAA FSB”); WELLS FARGO BANK, N.A.; U.S. BANK NATIONAL ASSOCIATION; TCF NATIONAL BANK; PRIMELENDING, A PLAINSCAPITAL COMPANY; FIRST SOUTHWEST BANK, A COLORADO CORPORATION; FIRST NATIONWIDE MORTGAGE CORPORATION, A DELAWARE CORPORATION; BRYAN L. DUDMAN; KAREN A. DUDMAN; DCC ENTERPRISES, L.L.C., an Arizona Limited Liability Company; ROBERT RICKETTS; QUEPHA LYNN; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR QUICKEN LOANS INC.; GAIL CAMPBELL; JULENE CAMPBELL; MARK A. RICHARDS; DOUGLAS W. NEUWALD; LYNNE I. ZAREMBA; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR RBC MORTGAGE COMPANY; LEON ENSALADA; JOANNE ELIZABETH ENSALADA; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NORTH AMERICAN SAVINGS BANK, FSB; DONALD M. BLAIN aka DON BLAINE; NANCY BLAINE; RICHARD D. WELLS; JULIE A. WELLS; WADE C. MAURER; TRINA D. MAURER; BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A.; VAUGHAN R. TULIS; WELLS FARGO BANK,

N.A.; JONATHAN D. WEATHERS; BONNIE M. WEATHERS; FELTS PROPERTY MANAGEMENT SERIES 1, LLC, a Texas Limited Liability Company; ANN MICHELLE VISEL; ANTHONY BAKER; LISA BAKER; OCWEN LOAN SERVICING, LLC; RALPH F. WALKER AND REBECCA RUTH WALKER, TRUSTEES OF THE WALKER REVOCABLE TRUST DATED DECEMBER 7, 2010; BIG W. PROPERTIES, LLC., a Colorado Limited Liability Company; K&R ENTERPRISES LLC; LINDA LEBO; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GARDNER FINANCIAL SERVICES LTD dba LEGACY MUTUAL MORTGAGE; PETER L. KEHOE; EDITH K. KEHOE; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF COLORADO; CHARLES PAUL MONNIN; LYNN P. BOOTH; BANK OF AMERICA, N.A.; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR LOANDEPOT.COM, LLC; RODNEY B. CULP; SHANNON R. CULP; JP MORGAN CHASE BANK, N.A.; JAMES A. WATSON; JULIA C. WATSON, JOSEPH F. WATSON; JANET A. WATSON; CATHERINE S. GRAVES; WILLIAM GORDON GRAVES aka W. GORDON GRAVES; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A.; STATE FARM BANK, F.S.B.; DOUGLAS M. RANKEN; TERRI A. RANKEN; LOS ALAMOS NATIONAL BANK; WILLIAM R. MOORE AND DEBRA L. MOORE, TRUSTEES OF THE MOORE FAMILY REVOCABLE TRUST DATED OCTOBER 16, 2006; CHAD P. DIETERICHS; SONJA C. DIETERICHS; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST SOUTHWEST BANK; FIRST SOUTHWEST BANK; BARFORD E. HUFF AND BARBARA W. HUFF TRUSTEES OF BARFORD AND BARBARA HUFF IRREVOCABLE LIVING TRUST; EDWARD E. HEIMAN AND SIBYL M. HEIMAN LIVING TRUST, DATED APRIL 22, 2004; JAMES W. MILLER; CAROLE A. LECLAIR; RICHARD W. RAY; BRENDA K. RAY; GARY D. FINE; NANCY L. FINE; W. BRUCE MCEACHARN;

COMMERCIAL CAPITAL BANK; JAMES G. BANKSTON; NANCY GALBREATH; JOSEPH A. JORDAN; CHANTELE J. JORDAN; GREG S. HANSLIP aka GREGORY STEVEN HANSLIP; BEAR DOWN AND RIVER COMPANY, LLC; JANICE L. WITWHER; WILLIAM C. WITWHER; DERALL W. GARRETT AND TRAVES G. GARRETT AS CO-TRUSTEES OF THE GARRETT REVOCABLE LIVING TRUST DATED APRIL 16, 2014; VECTOR HOLDINGS, LLC; SHREVE RODMAN SAVILLE; PAMELA B. SPRINGALL; ELSA WHITE, in her capacity as the Public Trustee and Treasurer of Archuleta County; THE BOARD OF COUNTY COMMISSIONERS FOR ARCHULETA COUNTY, COLORADO; and all unknown persons who claim any interest in the subject matter of this action

STIPULATED JUDGMENT AND DECREE

THIS MATTER, having come before the Court on the First Amended Complaint filed by Plaintiff, Amended Complaint in Intervention filed by the Plaintiffs in Intervention, and Amended Third Party Complaint and Cross Claim and More Definite Statement of Bonnie M. Weathers, and the Court being fully advised:

THE COURT FINDS:

That each defendant and third-party defendants named in Plaintiff's Complaint and in Plaintiffs in Intervention's Amended Complaint herein has been properly served as required by law and rule of Court; that said defendants are not minors, incapacitated persons, officers or agencies of the State of Colorado, or in the military service; that this is an action *in rem* affecting specific real property; that the Court has jurisdiction over all parties to this action and of the subject matter thereof; that the allegations of the Complaint are true; that every claim made by said defendants is unlawful and without right; that no defendant herein has any right, title or interest in or to the property described herein or any part thereof; therefore:

IT IS ADJUDGED AND DECREED THAT San Juan River Resort Property Owners Association, Inc., at the time of the commencement of this proceeding, was, and now is, the owner in fee simple with right to possession, of the following real property in Archuleta County, Colorado:

All that land underlying the San Juan River as it appears on the Second Amended Plat of San Juan River Resort Subdivision Unit No. 2, filed February 10, 1975, as Reception No. 82578, in the office of the Clerk and Recorder, Archuleta County, Colorado.

(hereinafter the "River Corridor")

The River Corridor, is subject to the Declaration of Protective Covenants recorded July 3, 1978 in Book 159 at Page 141, Reception No. 91789; an Amendment to Declaration of Protective Covenants recorded July 3, 1984 at Reception No. 124278 and a Declaration of Amended Protective Covenants recorded January 15, 1991 at Reception No. 177071 (collectively, the "Declaration").

That fee simple title in and to the River Corridor be and the same hereby is quieted in the Plaintiff, and that each of the defendants named in Plaintiff's Complaint, have no right, title, or interest in or to the River Corridor or any part thereof, and that they are forever enjoined from asserting any claim, right, title, or interest in or to the River Corridor or any part thereof. Plaintiff's title to the River Corridor shall hereafter be subject to the easement rights described below.

JUDGMENT IS ENTERED in favor of the Plaintiff on Plaintiff's Claim for Declaratory Judgment as stated in Plaintiff's Amended Complaint. The Claim for Declaratory Judgment provides that the Declaration grants San Juan River Resort Property Owners Association, Inc. the authority to grant easements (including easements for exclusive use) and licenses and enter into other agreements concerning all common areas owned by the Association.

PLAINTIFF GRANTS THE FOLLOWING EASEMENTS, PLAINTIFFS IN INTERVENTION AND BONNIE M. WEATHERS ACCEPT THE TERMS OF THE GRANT OF EASEMENTS, AND THE COURT APPROVES SUCH GRANT OF EASEMENTS:

- (1) As used herein, the term Riverfront Lot shall mean a lot in the San Juan River Resort Subdivision Unit No. 2 that abuts the San Juan River which is bounded by the monuments set at the time of platting. Plaintiff grants to each Riverfront Lot owner an exclusive and perpetual easement that shall encompass that portion of the River Corridor adjacent to the Riverfront Lot bounded by: (1) the platted boundary between the Riverfront Lot and the River Corridor as established by the monuments placed at the time of platting, (2) the side lot lines of the lot if such lines were extended in a straight line into the River Corridor towards the San Juan River, and (3) a line running parallel to the San Juan River located ten (10) feet towards the Riverfront Lot from the ordinary-high water line of the San Juan River. As used herein, the ordinary high water line of the San Juan River shall mean the line between the unvegetated cobble area of the San Juan River and the vegetation on the banks of the San Juan River, as such ordinary-high water line may change in the future.

- (2) Plaintiff grants to each fee simple title owner of each and every Riverfront Lot a non-exclusive easement that shall encompass that portion of the River Corridor bounded by (1) a line running parallel to the San Juan River located ten (10) feet towards the Riverfront Lot from the ordinary high-water line, as defined above, of the San Juan River, as such ordinary high-water line may change in the future, (2) the side lot lines of the lot if such lines were extended in a straight line into the River Corridor towards the San Juan River, and (3) the ordinary-high water line of the San Juan River. This easement shall encompass the strips of land shown on the plat of San Juan River Resort Subdivision Unit No. 2

recorded February 10, 1975 at Reception No. 82578 and described in paragraph 10 of the Protective Covenants recorded at Reception No. 91789 (the "Protective Covenants"). This non-exclusive easement is intended to encompass the same area as that easement described in paragraph 10 of the Protective Covenants and shown on the plat, and in the event of any inconsistencies, this Decree shall prevail as to where said easement is located. Use of the non-exclusive easement shall be for the use of all San Juan River Resort Subdivision lot owners, their families and guests for pedestrian access to, from and along the San Juan River. Plaintiff agrees to not install or build a man-made walking path in this non-exclusive easement, but reserves its rights to undertake riparian repair or improvement. Nothing herein shall create or be construed to create any easement or access right in favor of Plaintiff, San Juan River Resort Property Owners Association, Inc., its members, or any other person, persons or entity inside the lot lines of the Riverfront Lot owners in the San Juan River Resort Subdivision Unit No. 2.

- (3) The easements herein may be used by the owner(s) of each Riverfront Lot, and such owners' heirs, successors or assigns, to use, repair, install and maintain any existing landscaping and ground level improvements, firepits, stairs and pavers; and for installation of additional improvements with the prior written approval of the Association which may be sought by the owner of the Riverfront Lot in the same manner as the Association conducts architectural review. Removal of living trees and bank vegetation (excluding trimming) shall also not be conducted by the Riverfront Lot owner(s) without prior approval of the Association. Residences or other buildings, or fences may not be constructed within the easement areas. The easements are subject to the Declaration and their appurtenant regulations, as amended, and all regulations promulgated by Archuleta County. The easements shall not affect the position of any lot line for the purposes of required building setbacks. The Riverfront Lot owners shall not install any new improvements or vegetation to impede other owners' use of the non-exclusive easement. Existing trees, structures, paths, residences, decks, fences, hot tubs, stairs and similar items within the River Corridor as existed on June 1, 2021 shall be grandfathered and are hereby approved to remain in their present locations.
- (4) Nothing herein shall limit the Riverfront Lot owners the right to access and utilize San Juan River Resort Subdivision common areas under the Declaration, bylaws, and rules and regulations in the same manner and to the same extent as any other member of the San Juan River Resort Property Owners Association, Inc. its successor and or assigns.
- (5) All rights established hereunder shall run with the land.

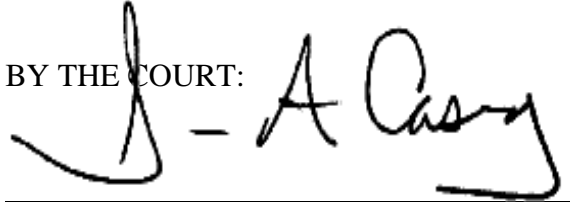
IT IS FURTHER ORDERED that all other claims asserted in this action not specifically addressed herein are dismissed with prejudice.

IT IS FURTHER ORDERED that a certified copy of this decree shall be recorded in the office of the Archuleta County Clerk and Recorder.

IT IS FURTHER ORDERED that the Court Clerk shall issue a Certificate of Release of the Lis Pendens recorded on October 18, 2019 at Reception No. 21906221 in the records of the Archuleta County Clerk and Recorder's Office.

ORDERED AND DECREED this 17th day of August, 2021.

BY THE COURT:

A handwritten signature in black ink, appearing to read "J - A Casey", written over a horizontal line.

District Court Judge
Jim Arthur Casey
Magistrate