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9 **UNITED STATES DISTRICT COURT**
 10 **CLARK COUNTY, NEVADA**

11 THE BANK OF NEW YORK MELLON)
 12 TRUST COMPANY, N.A., SUCCESSOR)
 13 TO THE BANK OF NEW YORK TRUST)
 14 COMPANY, N.A., AS TRUSTEE FOR)
 15 CHASE MORTGAGE FINANCE TRUST)
 16 MULTI-CLASS MORTGAGE PASS)
 17 THROUGH CERTIFICATES, SERIES 2007-)
 18 A3,)
 19)
 20 Plaintiff,)
 21)
 22 v.)
 23 THUNDER PROPERTIES, INC; COPPER)
 24 RIDGE HOMEOWNERS ASSOCIATION,)
 25)
 26 Defendants.)

Case No.: 2:16-cv-02399-APG-NJK

STIPULATED DISCLAIMER OF INTEREST

ORDER

27 COME NOW, defendant COPPER RIDGE HOMEOWNERS ASSOCIATION (the
 28 “**Copper Ridge**”), by and through its counsel, ANGIUS & TERRY LLP, and plaintiff BANK OF
 NEW YORK MELLON TRUST COMPANY, N.A. (“**BNYM**”), by and through its counsel,
 Ballard Spahr, LLP, and hereby stipulate and agree as follows:

1. **WHEREAS**, Copper Ridge purchased the property commonly referred to as
 6947 Sacred Circle, Sparks, NV 89513, and referred to by the Washoe County Recorder as
 APN: 526-591-04 (the “**Property**”) at an common-interest community non-judicial
 foreclosure sale on October 17, 2012;

1 2. **WHEREAS**, Copper Ridge purchased the property, subject to Plaintiff's
2 security interest in the property, through a credit bid in the amount of \$1,127.97.

3 3. **WHEREAS**, on April 2, 2013, Copper Ridge conveyed by Quitclaim Deed all
4 of Copper Ridge's interest in the subject property to Westland Construction Corp.

5 4. **WHEREAS**, Plaintiff was informed and believed that Copper Ridge may hold
6 or claim an interest in the Property;

7 5. **WHEREAS**, on October 14, 2016, BNYM filed a complaint for, among other
8 things, declaratory relief and quiet title against Copper Ridge and others in the United States
9 District Court, District of Nevada as case number 2:16-cv-02399-APG-NJK;

10 6. **WHEREAS**, on October 17, 2016, the district court entered a stay in this
11 matter and, by order on April 12, 2017, reaffirmed that stay pending resolution of certiorari
12 proceedings in *Bourne Valley Court Trust v. Wells Fargo Bank* and *Saticoy Bay LLC Series*
13 *350 Durango 104 v. Wells Fargo Home Mortgage*.

14 7. **WHEREAS**, Copper Ridge reviewed BNYM's complaint, and any exhibits
15 thereto, if any, and thereafter negotiated the voluntary dismissal of BNYM's third claim for
16 relief for unjust enrichment and BNYM's fourth claim for relief for conversion against
17 Copper Ridge. BNYM agreed that it would withdraw its third claim for relief for unjust
18 enrichment and fourth claim of relief for conversion against Copper Ridge by the filing of an
19 amended complaint upon the lifting of the stay by the district court;

20 8. **WHEREAS**, as a result of Copper Ridge and BNYM's agreement, the only
21 remaining claims asserted against Copper Ridge include BNYM's first claim for relief for
22 quiet title and declaratory relief;

23 9. **WHEREAS**, Copper Ridge reviewed BNYM's first cause of action and
24 determined that BNYM does not seek monetary damages against Copper Ridge, but limits its
25 requested relief to quiet title and a declaration from the Court;

26 10. **WHEREAS**, Copper Ridge has determined that it has no legal right, title, or
27 interest in the Property;

28

1 11. **WHERAS**, Copper Ridge determined that is has no interest in the Property,
2 and therefore no interest in this matter, including any interest in any determination in relation
3 to quiet title or any declaration this Court may make and therefore disclaims any interest in
4 the Property whatsoever;

5 12. **WHEREAS**, BNYM, having reviewed the foregoing, verifies that upon
6 amending its complaint pursuant to its agreement with Copper Ridge, it would no longer seek
7 monetary damages against Copper Ridge;

8 13. **WHEREAS**, BNYM agrees, based upon Copper Ridge's disclaimer set forth
9 herein, including Copper Ridge's disclaimer regarding the right of BNYM to quiet title and/or
10 declaratory relief, that upon the affirmative agreement contained herein, wherein Copper
11 Ridge agrees that even though it disclaims any interest in the Property or this action, that it
12 nevertheless stipulates and agrees it is bound by any order this Court, as if it were a party
13 herein, regarding any decision relating to the Property and BNYM's quiet title and declaratory
14 relief causes of action;

15 14. **WHEREAS**, based upon the foregoing representations, BNYM stipulates and
16 agrees that upon Copper Ridge's disclaimer of interest and agreement to be bound by any
17 order of this Court, that Copper Ridge should be dismissed from this matter;

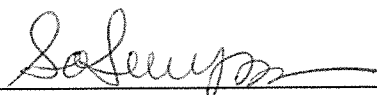
18 15. **WHEREAS**, based upon Copper Ridge's disclaimer set forth herein, BNYM
19 and Copper Ridge agree to bear their own attorney's fees and costs with respect to BNYM's
20 claims against Copper Ridge.

21 DATED this 6th day of February, 2018.

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23 ANGIUS & TERRY LLP
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25

26 Bradley Epstein, Esq., SBN 5296
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IT IS SO ORDERED.

BALLARD SPAHR LLP


Abran E. Vigil, Esq., SBN 7548
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3/6/2018
UNITED STATES DISTRICT JUDGE

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Attorneys for Plaintiff
U.S. Bank, N.A.

ORDER

IT IS SO ORDERED.

Dated this ___ day of February, 2018.

DISTRICT COURT JUDGE