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VIA CERTIFIED MAIL, U.S. MAIL, & E-MAIL

EMAIL ADDRESS

RE: *Cease and Desist Interference with Easement*

Dear

We represent the Glastonbury Landowners Association, Inc. (“GLA”) in connection with its easement rights to access the properties in its community in Park County, Montana, as identified in Exhibit A and Exhibit B of the Restated Declaration of Covenants for the Community of Glastonbury (the “Covenants”). *See* Covenants at § 3.07. It is our understanding that you own parcel number 8* located in Township 6 South, Range 7 East, M.P.M, Park County, Montana. Parcel 8* is identified in Exhibit B of the Covenants as being part of Glastonbury South.

It is our understanding that you have taken the position that GLA is not permitted to enter your property and has “no legal right to be on or change” your property without your permission. It is also our understanding that you claim GLA lacks this right because the “Road and Driveway Standards” do not apply to Sagittarius Skyway. Your position is contrary to the applicable Covenants, the easements burdening your property, and Montana law.

Contrary to your claim, Sagittarius Skyway, is subject to GLA’s easement rights. The Covenants define “Platted Road Easements” as those shown on the Certificates of Survey of the Community, which includes Sagittarius Skyway. *See* Covenants at § 8.01. GLA’s governing documents indicate that maintaining the roads is mandatory, rather than discretionary. To that end, the Covenants specifically empower GLA to upgrade the “quality, quantity and/or level of road construction and maintenance . . . at any time.” Covenants at § 8.03(c). The Covenants also prohibit landowners from encroaching on or otherwise interfering with the intended use of the easements. Covenants at § 8.03(j).

GLA is not required to provide notice prior to exercising its easement rights. The Covenants are clear that GLA “and all of the Landowners and their guests have the right to use any of the platted road easements.” Covenants at § 8.01(a). There is no mention of notice requirements. Despite this, GLA has and will continue to communicate openly and directly with

the Community about the platted road easements, including any road maintenance being performed. GLA is not, however, obligated to provide notice to you prior to maintaining, improving, or even just using its easement.

Under well-settled Montana law, a servient landowner cannot unreasonably interfere with the use of an easement, such as erecting or placing physical obstructions within the easement. *See Musselshell Ranch Co. v. Seidel-Joukova*, 2011 MT 217, 362 Mont. 1, 261 P.3d 570. Also, under well-settled Montana law, an easement holder is entitled to perform maintenance, repair, and improvements to the easement. *Woods v. Shannon*, 2015 MT 76, 378 Mont. 365, 344 P.3d 413. In fact, Montana law allows the easement holder to do “whatever is reasonably convenient or necessary in order to fully enjoy the purpose for which the easement was granted.” *Earl v. Pavex, Corp.*, 2013 MT 343, 372 Mont. 476, 313 P.3d 154. The Montana Supreme Court has made clear that unreasonable interference with an easement is a “form of trespass and constitutes an infringement upon a valuable property right.” *Id.*, ¶ 43. As a result, an easement holder is entitled to equitable relief against a servient owner’s unlawful interference with the easement holder’s enjoyment of the servitude. *Id.*

As the servient landowner burdened by the easement, you are in direct violation of Montana law. You have no right to obstruct or unreasonably interfere with GLA’s use of the easement. By attempting to prohibit GLA from maintaining the easement’s roadway and demanding that GLA first obtain your permission to do so, you are preventing GLA from utilizing its easement and preventing GLA from ensuring the roadway is maintained in good, passable condition. Perhaps, more importantly, your conduct creates a safety issue for GLA Board members, contractors hired by GLA for road maintenance, and the larger Glastonbury community.

GLA will continue to use its easement to the full extent allowed by Montana law, which includes its right to maintain and improve the roadway through hired contractors as permitted by the Covenants. Please immediately cease and desist from your unreasonable and unlawful interference of GLA’s easement. Specifically, you are hereby directed to: (1) cease the action of preventing GLA from using, maintaining, or improving Sagittarius Skyway; (2) cease the intimidating and harassing conduct towards members of GLA’s Board of Directors in connection with the usage, maintenance, and improvement of Sagittarius Skyway; and (3) cease the intimidating and harassing conduct towards any contractors hired by GLA for work associated with the maintenance or improvement of Sagittarius Skyway.

If you fail to immediately comply with this demand, GLA will have no choice but to consider all of its options for moving forward, including but not limited to pursuing legal action against you for all available remedies and damages, including injunctive relief, monetary damages, and attorney fees.

Thank you for your time and attention to this very important matter. Please contact me with any questions.

Sincerely,

CROWLEY FLECK PLLP

/s/Kelsey Bunkers

Kelsey Bunkers

cc: client (via e-mail only)