

NOTICE: THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO TITLE 27, OF CHAPTER 5, MONTANA CODE ANNOTATED, THE "UNIFORM ARBITRATION ACT" OF MONTANA.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT dated as of ^{August 15} ~~June~~, 1998, is made by and between CHURCH UNIVERSAL AND TRIUMPHANT, INC., a Montana nonprofit corporation (the "Church"), and GLASTONBURY LANDOWNERS ASSOCIATION, INC., a Montana nonprofit corporation (the "Association"). *PU R.E. Smith*

WHEREAS, an Assignment of Declaration of Covenants executed by the Church and the Association on June 16, 1997 specifically provided that the Association "shall not assume any uncompleted obligations of the Church or its predecessor-in-interest as of April 30, 1997, including, but not limited to, uncompleted road construction work (but not including road maintenance and improvement work)"; and

WHEREAS, the Restated Declaration of Covenants for the Community of Glastonbury (the "Glastonbury Covenants") specifies the property and road easements which are subject to the Glastonbury Covenants and which are currently under the jurisdiction of the Association; and

WHEREAS, the Association has asserted claims against the Church for uncompleted road construction work and other matters in the Community of Glastonbury; and

WHEREAS, representatives of the Church and the Association have met to discuss and agree upon the extent of the Church's obligations to complete any road construction work ~~or other uncompleted obligations~~ in the Community of Glastonbury; and

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R.E. Smith*

WHEREAS, the Church affirms that it is responsible for the cost of the original construction of the Glastonbury roads to a reasonable standard, including, where applicable, the cost of upgrading certain previously constructed roads to an adequate standard and the cost of constructing any additional platted community roads which have not yet been developed to existing parcels which have not yet been sold or offered for sale; and

WHEREAS, the Association has obtained contractor bids for the cost of upgrading previously constructed roads to an adequate standard and the parties have agreed upon the work and the costs thereof; and

WHEREAS, the Church and the Association have agreed to certain terms and conditions for the resolution of the Church's outstanding obligations pertaining to uncompleted road construction work ~~and any other uncompleted obligations~~ in the Community of Glastonbury, and desire to set forth such provisions herein; and

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WHEREAS, the parties have also agreed that the Church is not responsible for the cost of periodic maintenance or special improvements (such as guardrails) that were intended to be funded from the proceeds of annual community assessments payable by landowners in the community;

NOW, THEREFORE, in consideration of the mutual agreements and understandings set forth herein and for the other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Church and the Association hereby agree as follows:

A. The Church will pay the liquidated cash sum of \$24,325 to the Association in full satisfaction of all outstanding road construction obligations for the existing segments of the platted community roads in Glastonbury North and Glastonbury South which have been put into service, as follows:

1. One-half (\$12,162.50) at the time of execution of this Settlement Agreement; and
2. The remaining balance (\$12,162.50) upon completion of all road construction work itemized below:

GLASTONBURY NORTH

1. Capricorn Drive/Aquarius Lane Intersection: Construct a water catch basin on the left side of the road.
2. Pisces Way: Bring the road up to standard.
3. Capricorn Drive: Construct a catch basin and install culvert in front of Fred Morsell's parcel.
4. Capricorn Drive and Aries Drive intersection: Construct a catch basin and install one culvert.
5. Capricorn Drive (across from parcel marker #215 and #217): Create proper drainage, elevate road and install culvert and catch basin.
6. Venus Way: Complete the cul-de-sac and widen the road to county standards for approximately 200 yards and install one culvert.
7. Mercury Lane: Widen the road and complete the cul-de-sac.
8. Gemini Road: Widen the road, unplug and extend the culvert and adjust the slope of the shoulder.
9. Orion Way: Complete the cul-de-sac.
10. Sirius Drive: Repair damaged culvert pipe and backfill and repair washout.

GLASTONBURY SOUTH

11. Virgo Way from Dry Creek Road to northeast end of "Brailsford Driveway": Widen the road and apply top coating.
12. Leo Lane: Complete the cul-de-sac.
13. Hercules Road/Scorpio Way intersection to Skyway Drive: Build road up along Goldmeyer Creek, and construct ditches to prevent the creek from running down the road.

14. Scorpio Way: Widen road, construct ditches and remove trees.
15. Polaris Way: Install a culvert.
16. High South: Dispose of 4 slash piles from the original road construction.

B. The Church shall not be responsible to pay for the cost of any periodic maintenance or special improvements which may be needed for any of the existing Glastonbury roads, including the installation of any guardrails. The Church shall not upgrade Avalon Lane at this time, since it is only an interior parcel driveway and not a platted community road, and also since the parcel has not been subjected to the Glastonbury Covenants. Likewise, the Church does not expect the Association to maintain this road. Should the parcel be developed or subdivided in the future, the location, status and quality of the road would have to be addressed by the owner at that time in accordance with the existing standards or requirements of the Association and/or Park County.

C. Certain segments of the platted community roads in Glastonbury North and Glastonbury South have never been constructed or put into service and are not included in the costs set forth above. Similarly, the parcels to be served by these segments of road have not been sold or offered for sale by the Church and/or the parcels and roads have not been subjected to the Glastonbury Covenants. These road segments include the following:

<u>ROAD SEGMENT</u>	<u>PARCELS SERVED</u>
a. Pisces Way from Parcel 41 to end	Parcel Nos. 54, 55 and 56/ Glastonbury North
b. Jupiter Way from Parcel 22 to end	Reserved Land/Glastonbury North
c. Gemini Road and spur road from Parcel 66 to end	Parcel Nos. 60, 63, 64, 65, 68, 69 and 70/Glastonbury North
d. Virgo Way from Parcel 17 across Dry Creek (including bridge or culvert) to NE end of "Brailsford driveway"	Parcel Nos. 9 and 17/ Glastonbury South

e. Chalice Well Way

Parcel Nos. 4-11 and Reserved
Land/Glastonbury South

f. Cancer Road

Parcel Nos. 12-17/
Glastonbury South

Contingent upon the addition of these areas to the Glastonbury Covenants, the Church, and/or its successors and assigns as the developer, agrees to accept responsibility for the cost of the original construction of these segments of road at least to the standard of community roads as contained in the Specifications and Standards for Gravel Road Construction, Rev. 87-2 or any subsequent amendments thereto, and for the cost of providing backbone electric and telephone systems prior to selling individual parcels which are served by these roads. Once the original construction of any of these roads has been completed to the applicable standard, electric and telephone systems have been installed to any affected parcels and they have been subjected to the Glastonbury Covenants, the Association agrees to accept responsibility for the maintenance of such roads in accordance with the Glastonbury Covenants.

D. Except as set forth in "C" above, the Association agrees to accept responsibility for all of the other existing community roads within the platted or recorded easements subjected to the Glastonbury Covenants in Glastonbury North and Glastonbury South, as well as for Aries Drive and Sirius Drive in Glastonbury North (which are not within a platted or recorded easement), and to complete the work identified in "A" above within one (1) year from the date the first one-half payment is made by the Church.

E. Concerning Aries Drive and Sirius Drive in Glastonbury North, the Church agrees to revise a portion of Certificate of Survey No. 615A or to provide a new survey in the context of the comprehensive land use master plan to plat these roads as private access and public utility easements (community roads) pursuant to Section 8 of the Glastonbury Covenants.

~~F. The parties agree that the roads within the Golden Age Village mobile home park, including those roads referred to as Helios Way, Vesta Lane, Helios Circle and Vesta Circle, are part of the platted community roads in the Community of Glastonbury which have been subjected to the Glastonbury Covenants and that they have been constructed to an adequate standard.~~

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Section F.
And
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G. In consideration of the payment made herein by the Church and the other terms and agreements between the parties contained herein, the Association hereby releases, acquits and discharges the Church from any and all additional claims for uncompleted road construction obligations ~~or any other uncompleted obligations in the Community of Glastonbury which might or could be owing from the Church to the Association, except as set forth herein, or in any other written agreements between the parties not relating to roads.~~

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R.E.H.

H. The terms of this Agreement are intended by the parties to be the final expression of their Agreement with respect to any of the Church's uncompleted obligations in the Community of Glastonbury ~~including, but not limited to,~~ "uncompleted road construction work" and may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

regarding
P.W.
R.E.H.

I. Time is of the essence as to all the terms and conditions contained in this Agreement.

J. If any provision of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

K. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

L. Any controversy between the Association and the Church involving the construction or application of any of the terms, provisions or conditions of this Agreement or otherwise arising out of or related to this Agreement, shall be settled by arbitration in accordance with the then current commercial arbitration rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator may be entered by any Court having jurisdiction thereof. The location of the arbitration shall be a mutually agreeable place in Park County or Gallatin County, Montana.

The parties have duly executed this Agreement as of the date first hereinabove written.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.

By: Richard E. Smith
Richard E. Smith, Vice President Community Operations

GLASTONBURY LANDOWNERS ASSOCIATION, INC.

By: Patrick M. Wolberd
Patrick M. Wolberd, President



108 N. 11th Ave., Unit

#1

Butte, MT 59715

August 16, 2017

Valarie McBride
63 Summit Way
Gardiner, MT 59030

Dear Ms. McBride:

My name is Alanah Griffith. I represent Glastonbury Landowner's Association. Enclosed is the 1998 Road Settlement Agreement. This Agreement was recently questioned by a number of the Association's members. While I believe that many of their concerns regarding the agreement may not be legally correct, one certainly is, this road agreement was not tied to the land, and therefore violates the rules of perpetuities. Therefore, it would seem it is a void contract. I have enclosed the agreement for your review. The membership also questioned the Board's ability to enter into a contract longer than five years at that time. I have not yet reviewed that claim.

The Association would like to meet to review this Agreement and see if some arrangement can be made between the parties. The membership has threatened to bring a declaratory action to request that the Court deem the 1998 contract void. The Board believes it would be better to reach an agreement with Church Universal and Triumphant regarding road maintenance before this becomes an issue.

The membership has also questioned the future use of Lot 16, i.e. the recreational park. The deed restricts the use of the park to community recreation and sports activities. However, the membership has mentioned that it would be good to own a meeting facility. A meeting facility for the Association would be consistent with County guidelines regarding the use of subdivision open space. The Board would like to discuss potential alternative uses of the park with you to see if you are open to amending the deed.

As a side note, years ago I represented Church Universal and Triumphant regarding the bear mauling case and then on some road issues. However, I don't believe that I ever worked with any of the current staff or Board Members. If I am wrong, please let me know. If I am correct, then the Montana Bar assures me that I do not have a conflict with regards to representing the Association in this matter. However, it is important to know if there is a conflict. If there is a conflict, then you may waive that conflict in this matter.

Please contact me if you have questions. I look forward to hearing from you regarding a meeting place and time.

Sincerely,

Alanah Griffith

July 7, 2005

6. Open Floor and Comment Period

a. Agenda items for future meetings

Edwin and JT requested that a future agenda item be to discuss the option of replacing the SG fire pond with a water tank.

b. What worked/what didn't; suggestions to improve meeting (Handouts)

c. Revise Board Election form to include duties and skills needed

d. Transition Plan for new Board Members

7. Next Meeting and Adjournment

The meeting was adjourned at 10:15 p.m. with no further business. The next meeting will be held August 8, 2005 at Golden Ratio Woodworks Cafeteria, 6:45 p.m.

May 3, 2004

**Glastonbury Landowners Association
Board of Directors Meeting Minutes**

May 3, 2004

CONFIDENTIAL – DO NOT COPY

5 of 6

File: MtgMins 05 03 04 Final.doc

Draft(s): 05 05 04; 05 13 04; 05 18 04-FINAL

Approved: 06 07 04:

4.5.2 New Business.

David reported that Judith (from the Church) stated that the Church is not willing to pay the GLA the \$15,000 matching funds for the Master Plan. The agreement originally involved paying the GLA in matching funds. The Church *will* pay for Master Plan expenses when the GLA submits the appropriate receipts and documents.

David reported that Judith is willing to meet on May 17, 2004 with a couple of Board members to discuss what might be the Church's plan for the village centers. The Board suggested the GLA send a letter to Judith listing the issues to be discussed at the meeting and copying the Church's presidents. If it becomes apparent that there is no resolution on the more important items (E.g. mineral and water rights) the GLA Board may decide to address the Church Board directly concerning these issues. The agenda items to be discussed at the meeting would be:

- 1) The North Glastonbury and South Glastonbury Village Center Areas
- 2) Water Rights
- 3) Mineral Rights
- 4) Summit University College
- 5) Discuss and resolve past problems/misperceptions between the GLA and the Church

The GLA board also discussed researching whether GLA currently has title to all of Sirius Road. If GLA does not have title, this issue should be added to the agenda list for the above meeting.

JULY 12, 2004

ACTION ITEM – Status of research on ownership of Sirius Way.

Pamela reported that she spoke to William Smith regarding ownership of Sirius Way. She was told that part of Sirius Way is on the recreation land which GLA owns and the rest of the road up to the top of the hill going down to Story Road is on Church land. GLA owns the land down to Story Road. Barbara Hopkins, from the Church's Business Office, told Pamela that she has notified William Smith to complete the easement paperwork for the portion of Sirius Way crossing the Church's property. The Board agreed to send a letter to Judith Filbert , cc'ing Barbara Hopkins, requesting that the Church complete the paperwork which will give GLA permanent easement for Sirius Way crossing their property.

Kellie G. Sironi

P.O. Box 20273

Billings, MT 59104

406.860.9476

ksironi@sironilaw.com

*Admitted in Montana and Colorado

Via Certified Mail and Email

November 21, 2017

Dennis Riley, President
Board of Directors
Glastonbury Landowners Association
P.O. Box 312
Emigrant, MT 59027
Email: info@glamontana.org

Re: Draft Road Policy
Road Easement and Maintenance Issues
Church Universal and Triumphant

Dear Mr. Riley:

The Church Universal and Triumphant ("CUT") retained this firm to review various documents and exhibits to address three issues that have been raised in communications to CUT from your attorney Alanah Griffith and by your Draft Road Policy and accompanying documents:

- 1) Maintenance of Aries and Sirius roads in Glastonbury Landowners Association (the "GLA");
- 2) Platting of Aries and Sirius as private access and public utility easements (community roads) pursuant to Section 8 of the Covenants; and
- 3) Maintenance of Helios and Vesta roads in Golden Age Village.

After my research, my short analysis is:

- 1) The GLA is responsible for maintaining Aries and Sirius under the covenants and contracts governing the property,
- 2) Major portions of Aries and Sirius have already been platted as easements by reference, although a recorded Declaration of Easement could be beneficial.

- 3) The owner of the property on which the Helios and Vesta roads traverse is responsible for their maintenance, unless a contract shows otherwise or a plat can be found marking those roads within a private access and public utility easement.

These issues all relate to who is responsible for road maintenance in Glastonbury North. The documents show that in 1982, Royal Teton Ltd., as Grantor, (the "Church"), made a declaration of covenants ("1982 CCRs"), which governed the properties included in the Covenants' Exhibit A and B ("Glastonbury") and outlined maintenance obligations over the roads. In 1986, Royal Teton, Ltd. properly assigned the 1982 CCRs to the Church Universal and Triumphant (also referenced herein as the "Church"). The Golden Age Village was made subject to the 1982 CCRs on June 4, 1988.

On June 16, 1997, the Church properly assigned the 1982 CCRs (the "2d Assignment") to the GLA. The Church assigned its road maintenance obligations under the 1982 CCRs to the GLA. On September 26, 1997, the GLA recorded a restatement of the 1982 CCRs ("Restated CCRs"). The Restated CCRs replaced the 1982 CCRs except to the extent that doing so would affect existing easements or rights of way, which remained in full force and effect.

There are similarities between the 1982 and Restated CCRs, namely in Section 8 regarding Roads and Easements. The Restated CCRs make the GLA responsible for maintenance for all roads within the "platted road easements," defined as "easements shown on the Certificates of Survey of the Community and generally labeled as 'private access and public utility easements.'" (Restated CCRs, §§3.23 and 8.01(c)).

Like the 1982 CCRs, under the Restated CCRs, landowners would maintain roads not considered within "platted road easements". (Restated CCRs, §6.07).

On August 15, 1998, the parties executed a Settlement Agreement intended to resolve issues between them related to roads within the Glastonbury North. I am not opining here on the legality or enforceability of the Settlement Agreement.

The Settlement Agreement (§D) states the GLA accepts responsibility for all existing roads within the platted easements and Aries and Sirius Drive in Glastonbury North whether or not platted as easements. The Settlement Agreement struck out originally included language that Vesta and Helios would be considered community roads, which would have been necessarily maintained by the GLA.

Aries and Sirius

There are two ways of evaluating whether Aries and Sirius fall within the GLA's maintenance obligations: legally and contractually.

First, there is a *contractual* aspect of what the GLA agreed to maintain. The evidence shows the GLA contractually obligated itself in the Restated CCRs and the Settlement

Agreement to maintain roads marked as “platted road easements” on the various certificates of survey governing Glastonbury, even if not defined as platted easements.

Second, under the *legal* doctrine of easement-by-reference these roads are platted easements. Portions of Aries and Sirius run through Parcels 15C, 16A, 17, and 19B. There are notations on the documents that these roads are “private access and public utility easements.” Coupled with language from the 1982 and Restated CCRs, these roads meet the definition of a Platted Road Easement and the legal definition of a road easement created by reference.

An express easement may arise from a reference in an instrument of conveyance to a recorded plat or certificate of survey on which the easement is adequately described. Blazer v. Wall, 2008 MT 145, ¶27. “When the deed itself contains no language reserving (or granting) an easement, our easement-by-reference doctrine contemplates that an explicit reference in the deed to a plat or certificate of survey on which an easement is clearly depicted and adequately described is sufficient to establish the easement.” Blazer, ¶41, cited in Davis v. Hall, 2012 MT 125, ¶19.

Where a legal description within a deed expressly references either COS 615A, 1529, or 1729, the easements depicted on those COS documents are easements established by reference under Blazer.

The 1982 and Restated CCRs have both been recorded. A notation of “private access and public utility easement” made on any COS, including ones recorded in the future, would create an easement by reference on the property transferred subject to those Restated CCRs. The Restated CCRs define the platted road easements as those shown on “Certificates of Survey of the Community”, which term the Restated CCRs defines as COS 615A, 616A, 883, 892, 895, 981, 1173 and Golden Age Village, *and* any COS recorded in the future. (Restated CCRs §8.01, 3.03). (Note this is contrary to the implication of the first paragraph of the GLA Draft Road Policy, under the heading “Roads Served,” which states that GLA roads covered by the policy will include only platted roads shown on COS 615-A and COS 616-A.)

As Sirius is depicted on COS 615A it is a platted easement. As Sirius and Aries are depicted on COS 1529 and 1729, they are platted easements with regard to landowners taking property subject to the 1997 Restated CCRs. Even though Sirius and Aries are platted on certificates of survey (1529 and 1729) that were recorded after the Restated CCRs, because those CCRs define “Certificates of Survey of the Community” to include a certificate of survey recorded after the Restated CCRs, COS 1529 and 1729 create a platted road easement.

The Blazer Court made clear that the instrument(s) describing the easements do not necessarily need to be a deed so long as they convey notice to subsequent parties. “We have not only the Section 8 Certificate of Survey, but also the Declaration of Easements. Because both of these documents were recorded, they ‘impart[ed] constructive notice of

[their] contents to all interested parties.” Blazer, ¶73; Davis, ¶23. When a road easement, along with identification of dominant and servient tenements are ascertainable with reasonable certainty when “the documents are read together,” the easement should be treated as “adequately described.” Davis, ¶¶22-23.

If a referenced plat or certificate of survey is the *only* document providing the description of a purported easement—as was the case in Blazer—then obviously that plat or certificate of survey must stand on its own. But, if a referenced plat or certificate of survey is used to confirm or amplify the description of a purported easement provided in another document—as here—then the documents should be read together. What is critical is that the transaction documents must ‘adequately describe’ the easement by imparting knowledge of the easement’s use or its necessity and by identifying with reasonable certainty the dominant and servient tenements.

Davis, ¶25, citing Blazer, ¶¶51, 54.

It is my opinion that COS 615, 1529, and 1729, coupled with the Restated CCRs, all of which are recorded, give a sufficient description to be considered establishing an easement by reference. Pursuant to the Settlement Agreement and the Restated CCRs the GLA is responsible for maintenance of Sirius and Aries, contrary to the statement in no. 8 of the “GLA Road Policy Advisory Group, Q and A” (included with the Draft Road Policy notice distributed on November 13, 2017).

With all of this said, I think it wise for the parties to record a Declaration of Easement that clarifies which easements exist, their locations, and the parties’ maintenance obligations. Such Declaration could alleviate confusion and possible future conflict over the matter.

At least with regard to the portions of Sirius and Aries shown on Certificates of Survey 615A, 1529, 1729, and the Master Plan, the Church’s obligation under the Settlement Agreement to “provide a new survey . . . to plat these roads” as “private access and public utility easements” has likely been satisfied as described above. It appears some portions of Sirius are not clearly shown on these documents (and were the focus of earlier Church efforts to get the road properly platted). Therefore, I would suggest that in conjunction with a Declaration of Easement the Church plat an easement for these roads.

Helios and Vesta

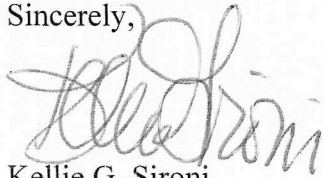
The Settlement Agreement strikes out language including Helios and Vesta as a part of the platted Glastonbury community roads. I do not see them referenced on any plat, including Plat 715, with sufficient detail to satisfy Blazer, *supra*. Under the Restated CCRs the GLA is responsible for the maintenance of platted easement roads and the landowners are responsible for roads within their own parcels. (Restated CCRs, §§6.07 and 8.01). Therefore, the landowner is responsible to maintain Helios and Vesta.

November 21, 2017
Dennis Riley and GLA Board of Directors
Page 5 of 5

I suggest the parties work toward execution of a Declaration of Easement, and the Church has asked me to assist if GLA would like to pursue this.

Nevertheless, it is my opinion that Aries and Sirius are currently platted roads and as such are roads that GLA is legally obligated to maintain under the GLA Covenants. Please contact me to discuss questions you may have.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kellie G. Sironi". The signature is written in dark ink and is positioned above the printed name.

Kellie G. Sironi

This draft points for response is in reverse order from the letter of Dec. 5, 2017 from Mr. Bodwell.

The GLA late assessments on lands occupied under Estate For Years or Life Estates from the Church to an occupant will be processed as collections owed by the occupant and Church Universal as holder of the remainder interest. Should any case require a court process, GLA will address the assessments and liens as attached to the land per the covenants. The Church Universal and Occupant can resolve obligations under the Estate for Years.

The offer to sell the soccer fields to GLA requires a Membership vote to expend the funds necessary, especially if the lands are appraised for residential (i.e. \$ 10,000 + per acre) as the highest and best use. The Parkland Agreement is invalid due to the Board and President exceeding their authority (i.e. 5 year limit on agreements) and it violates the Montana Constitution perpetuity clause as presented by Alanah. The reversionary clause of the deed violates the Parkland Agreement requirement that the Church Universal "*free and clear by warranty deed.*" To continue maintenance of recreational facilities on the land under the Parkland Agreement will also require a Membership vote to expend funds with specific benefits to a single landowner. We may need to amend the Covenants to establish a permanent obligation to fulfill the Parkland Agreement forever as contemplated in the Parkland Agreement.

The long discussion Ms. Sironi presents of the 1982 Covenants and COS plats is an obvious smoke screen. The Agreement cannot bind GLA to accepting subdivision roads **on future plats** or COS surveys as an obligation for GLA to maintain Sirius forever without additional payments from Church Universal as Ms. Sironi hopes.

Sirius is not depicted on COS 651A or other surveys cited in covenant 8.01 as presented by Ms. Sironi. It did not appear as a platted road from Aries to GAV on any plat until COS 1529 in 1999, after the 1998 Agreement. The COS 1529 and 1729 shows the Sirius gravel section serving as relocated land boundaries does not make them Community Roads. All of Sirius does not show on any plat. No plat or COS survey show Sirius as it passes through Lot NG 17 and NG 21. However, GLA can claim an easement and become obligated for maintenance of the paved portions of Sirius and Aries under the umbrella of the Blazer decision. That decision may provide GLA with easement rights to use the road as it existed on Sept. 26, 1997. The Blazer case protects purchasers of land, such as GLA receiving lands and easements under the 1997 Amendment. Church Universal held, and exercised, rights to approve all changes resulting in the Covenants voted upon by Landowners. In exercising their rights, they retained sole ownership and rights to adjust land boundaries, easements and uses on lands outside the Community Boundaries as listed on exhibits B. Covenants 1.01 define the current Community of Glastonbury, 1.02 (Exhibit B) specifically excludes original lots 13, 14, 15, 16, 18 and 19 adjusted by COS 1529, 1612 and 1729 after the 1998 Agreement. Covenant 1.04 enables Church Universal to add current lots 14 and 15 to the covenants, however accepting the Sirius gravel section into the Community Road system requires GLA approval under guidelines applicable to all other subdivision roads.

The GLA obtained lands and obligations through acquisition by the amended covenants and can claim access rights to North Glastonbury from GLA lands at the top of Sirius Hill in COS all the way to the junction with Aries under Blazer. The contributions made by the Church to the paving of Sirius and a

portion of Aries demonstrate an acknowledgement of GLA's rights to pave and use that section of road, supporting GLA's easement rights.

The Blazer case does not apply to Sirius from the Junction with Aries to GAV since Aries is near the original easement locations and it provides the necessary access to Taurus and Capricorn. Sirius graveled portion is an access road to GAV through Lots 14 and 15 owned by the Church and is an access to a subdivision, and not a Community Road. The possible trespass by GLA Members using Sirius from the junction with Liberty Hall driveway to Aries does not obligate GLA to any maintenance.

The process for GLA to accept subdivision roads into the Community Road system has not yet been developed.

Entering the 1998 agreement exceeded the Presidents authority and that agreement cannot be recognized as accepting Sirius from Aries to GAV as a Community Road under Section 8 of the Covenants.

Ms. Sironi's statement Plat 715 is not detailed enough to meet requirements of Blazer is confusing since 715 is as detailed as COS 1529 and 1729. Plat 715 is an obvious subdivision plat and the relocation of lot boundaries in COS 1529, COS 1612, and COS 1729 show the reallocation of lands to meet Church Universal desires with no consideration of impacts to or advice from GLA.

Ms. Sironi's thoughts of the Agreement being evaluated as a contract does not recognize the Board limitations to contracts and agreements beyond 5 years.

Letter to owners of Lot 4-A of COS 1529, Lot 14-A of COS 1612 and Lot 15-C of COS 1729

Dear xxxxx,

In response to Ms. Sironi's letter of November 21, 2017, on behalf of Church Universal and Triumphant (C.U.T.), we ask when it would be possible to meet and discuss how to resolve the complicated issue of road maintenance responsibilities for Aries Drive and Sirius Drive in North Glastonbury. You are aware that the Glastonbury Landowners Association (GLA) has discontinued snowplowing and maintenance on the gravel portion of Sirius Dr., but are continuing snowplowing of the paved portions of Aries Dr. and Sirius Dr. and the gravel portion of Aries Dr.

We are working toward assuring that all landowners burdened by the 1997 Covenants are served equally under the specific directions, obligations, and restrictions of those covenants, which the GLA members voted to accept in September of 1997. The major point of contention appears to be the establishment of easement rights in plats vs. obligations for maintenance.

We agree that the GLA is obligated to maintain roads shown on Certificates of Survey Nos. 615-A, 616-A, 883, 892, 895, 981, and 1173, as stated in GLA Covenant 3.03. We hope that we agree the Covenants are a contract between all landowners, and changes to that contract and its obligations, require approval by a vote of the membership. The gravel portion of Sirius Dr., which provides additional access to the Golden Age Village (GAV) Subdivision, and Lots 14-A and 15-C, does not appear on any of the plats listed in our GLA Covenants.

We recognize that lots 4, 13, 14, 15, 16, 17, 18 & 19 of COS 615-A, served by Aries Dr. and Sirius Dr., are not part of the Glastonbury Landowners Association, having been released and discharged from effects of the GLA Covenants of Sept. 1997. The boundary changes in COS 1529 in April 1999, and subsequent COS surveys 1612 and 1729, resulted in the establishment of lots 4-A, 14-A and 15-C, as seen today, and showing the dual easements within the area. Those were activities conducted by C.U.T, as the owner of those lands, and the GLA easements are shown on those plats. Similar platting to subdivide lands also created Evening Star Lane, Aquila Lane extension, serving NG-40, SG-30 respectively, and numerous other subdivided lots with the Community of Glastonbury.

Ms. Sironi presents that platting the division of lands enacts the doctrine of "easement-by-reference" and the Blazer Case, as establishing obligations upon GLA. She also incorrectly states that Sirius Dr. is "depicted on 615-A," as a platted easement. The GLA is not attempting to obtain an easement on the gravel portion of Sirius Dr., Evening Star Lane or Aquila Lane extension. The Blazer Case and easement doctrine are irrelevant to obligations of the GLA, and thus, they cannot force obligations upon GLA.

In discussing possible contractual obligations, Ms. Sironi refers to the 1998 Settlement Agreement with C.U.T, which led to the GLA maintaining Sirius Dr. and Aries Dr. The GLA recorded numerous discussions on work needed to bring roads to certain standards, but nothing was discussed about maintenance of Sirius gravel from the 4-way intersection to GAV. There is no record of member discussions, awareness

or agreement, to conduct maintenance of those roads in perpetuity. Since the 1998 Agreement was not voted on by the membership, and its execution exceeded authorities as limited in Bylaw VI (B)(2)(a). Therefore, GLA is not contractually bound by the agreement. If you have issues with this finding, we suggest you work with the GLA Directors from 1998, to personally resolve them.

We agree with Ms. Sironi, that it would be beneficial to work toward establishing a Declaration of Easements. We hope to complete that work in 2018, but until that is completed, we must consider that the gravel section of Sirius Drive, as a road built by C.U.T. to serve lots 4, 14-A and 15-C. Though not a subdivision in and of itself, it does have the characteristics of a subdivision road, similar to subdivision roads throughout Glastonbury. As we move forward, we will be striving to assure that all landowners within and neighboring the Community of Glastonbury, who are burdened or benefited by the 1997 GLA Covenants, are served equally under the specific directions and limitations of those Covenants.

Until a Declaration of Easements is properly established, the GLA will only maintain the easements listed in GLA Covenant 3.03. Please let us know if we should meet solely with Ms. Sironi, or if a meeting between the GLA Legal Committee with members of Church Universal & Triumphant, and Church Universal & Triumphant Community Teaching Center, is desired. Thank you.

Sincerely,

Notes – other thoughts in a longer document

Keep for references only.

We do not see the Blazer case, or easement-by-reference doctrine for plats after Sept. 1997, as obligating GLA to conduct maintenance on a road developed by a landowner, to serve that landowners commercial operations and/or private interests. To do so would obligate GLA to maintain Evening Star Lane, Aquila Lane, service NG 40, SG 30 respectively, and all other subdivided lots with the Community of Glastonbury.

The GLA gravel portion of Sirius is not shown in the original (1982) surveys subdividing the lands. The GLA has not made any assertion of easement rights on the gravel portion of Sirius, or Evening Star Lane or Aquila Lane, and we do not believe there is any document fulfilling the requirement of incorporating an easement into the Community Road system or describing rights or obligations of GLA to conduct maintenance on those roads.

The subsequent platting of boundary changes and depictions of additional easements in COS 1529, 1612 and 1729 do not establish Sirius gravel segment as a platted road “easement by reference” in the Community of Glastonbury, nor do they place maintenance responsibilities upon GLA as presented by Ms. Sirioni. The references Ms. Sirioni makes to the 1982 covenants and all the amendments are irrelevant due to the Sept. 1997 Covenants rendering the previous covenants and all amendments and additions thereto of no further force or effect.

Ms. Sirioni suggests that plats developed solely by Church Universal, with no indication of inclusion of GLA and no signatures that could obligate GLA, create an obligation for GLA to maintain the gravel segment of Sirius. She presents the Blazer case in recognition of COS 1529 and 1729 as establishing an easement-by-reference, which we do not contest. But there is no linkage between those plats or indication on them of responsibilities accepted or placed on GLA. We believe the Blazer case may establish easements required for access by those receiving title from a land developer in the future, but there is no servient/dominate relationship between GLA and Church Universal. In addition, the easements recorded in 615A document access provided to all lots that are part of the Community of Glastonbury. This makes the Blazer case irrelevant as to assigning road maintenance responsibilities to GLA. In addition, GLA was not part of the process of developing COS 1529, 1612, 1729 and even COS 1616 where GLA rights and interests were not acknowledged during easement relocation.

Sirius gravel segment provides access to Lot 4A COS in 1529; Lot 14A in COS 1612; and Lot 15A in COS 1729, and serves as the boundaries for Lots 14A and 15C. Those Certificates of Survey show the road easements of COS 615A, along with easements for Aries and Sirius as they were constructed. The Park County records show Church Universal as the owner of Lot 4, Lot 14A and Lot 15C, making Church

Universal the holder of those "Private Access easements." Those easements are second in time to COS 615A easements and complicate easement rights in the area.

The paved portion of Sirius and Aries were constructed prior to establishment of GLA used by residents of North Glastonbury as replacements for the platted easements and paved with contributions from Church Universal. We believe that establishes easement rights through prescriptive use for GLA to continue to use and maintain the paved roads, even though they are depicted as Private Access easements that are held by Church Universal. We are, willing to relinquish the easements in 615A replaced by the paved roads and establish properly recorded easement rights.

The gravel portion of Aries also existed and was used prior to establishment of GLA. The location of the road between Capricorn and Taurus and the use by residents on Taurus is again a clear demonstration of obtaining easement rights. The short (450-500 foot) road shown in COS 615A serving original Lot 4 is shown in 1529, 1612 and 1729 but is not identified as "existing" as the other easements in 615A are shown. It is unclear if the intent was to extinguish GLA's easement rights and responsibilities on that segment because Lots 3 & 4 were combined with a border located in the middle of Taurus.

That road segment road provides access to your lots 4A, 14A and 15C of various surveys, serves the subdivision of Golden Age Village, your business activities, and the services Provided by the Church to Members of Church Universal. Though the road may be used by residents of Taurus road, those people are also served by

Letter to owners of Lot 4A of COS 1529, Lot 14A of COS 1612 and Lot 15C of COS 1729

Dear xxxxx

We must inform you that Glastonbury landowners have brought it to the attention of the Board that maintaining the Sirius gravel road from the 4 way intersection to GAV is improper. We previously brought it to your attention that errors were made in the past resulting in contractors and GLA employees being directed to work on the gravel portion of Sirius. That work is providing unequal service to owners of subdivided lands within Glastonbury..

We are working toward assuring all landowners burdened by the 1997 Covenants are served equally under the specific directions and limitations of those covenants. Sirius is a subdivision road serving your business activities on lots 4A, 14A and 15C of various surveys. We brought this concern to your attention by our letter in November. The response by Ms. Sironi addressed what she saw as the issues.

We do not agree with her presentation and will not conduct or pay for snowplowing or maintenance of Sirius gravel segment. We do agree that GLA is responsible for maintaining roads shown on Certificates of Survey Nos.615-A, 616-A, 883, 892, 895, 981, 1173 as stated in Covenant 3.03. Sirius, in it's present location, does not show on any surveys until COS 1529 of April 1999, well after the 1997 Covenants depicted the responsibilities for road maintenance.

Sirius physically existed prior to 1997, but original lots 3, 4, 13, 14, 15, 16, 17, 18 & 19 of COS 615A served by Aries and Sirius are not part of Glastonbury Landowners Association and were released and discharged from effects of the covenants of Sept. 1997 establishing rights and responsibilities as accepted and approved by Landowner vote. The subsequent platting of boundary changes and depictions of additional easements in COS 1529, 1612 and 1729 do not establish Sirius gravel segment as a platted road "easement by reference" in the Community of Glastonbury, nor do they place maintenance responsibilities upon GLA as presented by Ms. Sirioni. The references Ms. Sirioni makes to the 1982 covenants and all the amendments are irrelevant due to the Sept. 1997 Covenants rendering the previous covenants and all amendments and additions thereto of no further force or effect.

Ms. Sirioni refers to the 1998 Settlement Agreement that led to GLA maintaining Sirius and Aries. The GLA recorded numerous discussions on work needed to bring roads to standards, but nothing was discussed about maintenance of Sirius gravel from the 4-way intersection to GAV. There is no record of Member discussions, awareness or agreement to conduct maintenance in perpetuity. Since the Agreement was not voted on by Members and its execution exceeded authorities as limited in Bylaw VI (B)(2)(a). Therefore GLA is not contractually bound by the agreement. If you have issues with this finding, we suggest you work with the Directors from 1998 to personally resolve them.

Ms. Sirioni suggests that plats developed solely by Church Universal, with no indication of inclusion of GLA and no signatures that could obligate GLA, create an obligation for GLA to maintain the gravel segment of Sirius. She presents the Blazer case in recognition of COS 1529 and 1729 as establishing an

easement-by-reference, which we do not contest. But there is no linkage between those plats or indication on them of responsibilities accepted or placed on GLA. We believe the Blazer case may establish easements required for access by those receiving title from a land developer in the future, but there is no servient/dominate relationship between GLA and Church Universal. In addition, the easements recorded in 615A document access provided to all lots that are part of the Community of Glastonbury. This makes the Blazer case irrelevant as to assigning road maintenance responsibilities to GLA. In addition, GLA was not part of the process of developing COS 1529, 1612, 1729 and even COS 1616 where GLA rights and interests were not acknowledged during easement relocation.

Sirius gravel segment provides access to Lot 4A COS in 1529; Lot 14A in COS 1612; and Lot 15A in COS 1729, and serves as the boundaries for Lots 14A and 15C. Those Certificates of Survey show the road easements of COS 615A, along with easements for Aries and Sirius as they were constructed. The Park County records show Church Universal as the owner of Lot 4, Lot 14A and Lot 15C, making Church Universal the holder of those "Private Access easements." Those easements are second in time to COS 615A easements and complicate easement rights in the area.

The paved portion of Sirius and Aries were constructed prior to establishment of GLA used by residents of North Glastonbury as replacements for the platted easements and paved with contributions from Church Universal. We believe that establishes easement rights through prescriptive use for GLA to continue to use and maintain the paved roads, even though they are depicted as Private Access easements that are held by Church Universal. We are, willing to relinquish the easements in 615A replaced by the paved roads and establish properly recorded easement rights.

The gravel portion of Aries also existed and was used prior to establishment of GLA. The location of the road between Capricorn and Taurus and the use by residents on Taurus is again a clear demonstration of obtaining easement rights. The short (450-500 foot) road shown in COS 615A serving original Lot 4 is shown in 1529, 1612 and 1729 but is not identified as "existing" as the other easements in 615A are shown. It is unclear if the intent was to extinguish GLA's easement rights and responsibilities on that segment because Lots 3 & 4 were combined with a border located in the middle of Taurus.

We agree with Ms. Sirioni that it would be beneficial to work toward establishing a Declaration of Easements and hope to complete that work in 2018. Until it is completed we must consider Sirius gravel segment as a road built by Church Universal to serve lots 4, 14A and 15C, though not a subdivision, having the characteristics of a subdivision road similar to subdivision roads throughout Glastonbury. As we move forward will be striving to assure all landowners in and neighboring the Community of Glastonbury that are burdened or benefited by the 1997 Covenants are served equally under the specific directions and limitations of those covenants.

Until a Declaration of Easements is properly established, the GLA will only maintain the easements listed in Covenant 3.03. Please let us know if we should meet solely with Ms. Sirioni or if a meeting between the GLA Legal Committee with members of Church Universal & Triumphant and Church Universal & Triumphant Community Teaching Center is desired.

Sincerely



Gemini Rd

Jupiter Way

Capricorn Dr

Church Universal and Triumphant

Soccer
Fields

Arles Dr

Sirius Dr

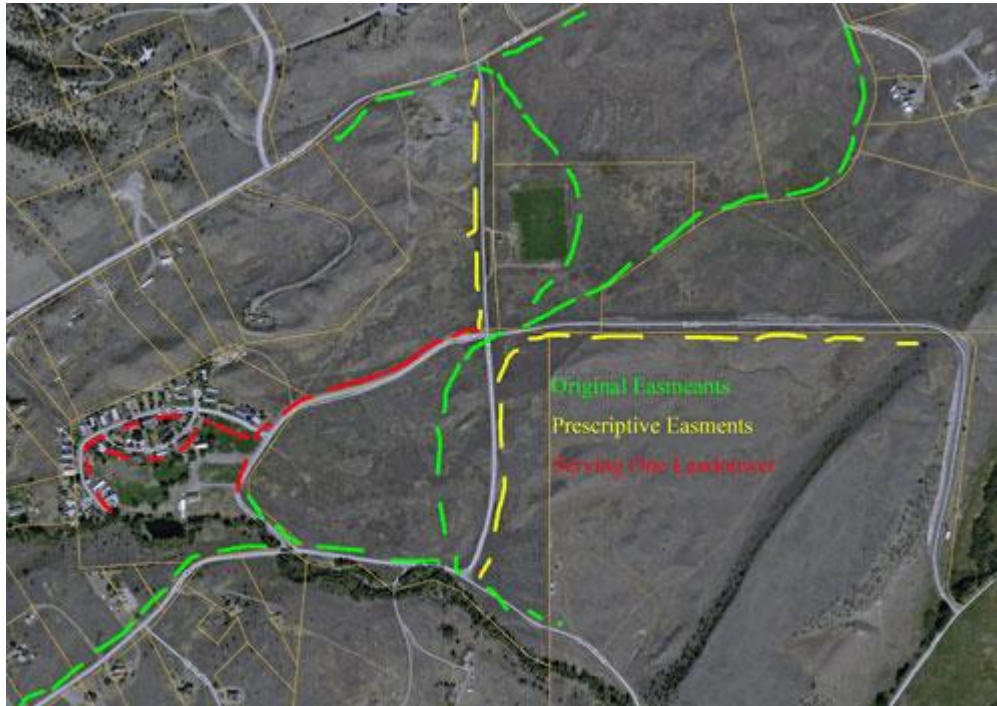
Helios Way

Vesta Ln

Story Ranch

Rd

* **Note 1:** All of Sirius and Aries were built outside of the GLA plated easements. Until they are included in the GLA easements Glastonbury landowners are NOT obligated to maintain or plow them. Information current to May 2017.



Golden Age Village Area - Road Easements

Red dashes are Private Roads

Green dashes are original GLA Platted Road Easements

Yellow dashes are prescriptive easements created by non-contested use. Both red and yellow dashes represent roads that are NOT covered by the GLA Covenants and thus Glastonbury landowners are not responsible for maintaining them.

Note how the original GLA easements circle behind the soccer field and up towards Jupiter Way.

Map and research courtesy of Leo Keeler.

**THE SUMMIT LIGHTHOUSE® and
CHURCH UNIVERSAL AND TRIUMPHANT®**

December 5, 2017

VIA U.S. mail and email to drileygla@gmail.com

Dennis Riley, President
Glastonbury Landowners Association
P.O. Box 312
Emigrant, MT 59027

Subject: Your letter of Nov. 21

Dear Dennis:

This is in response to your letter of Nov. 21 regarding various matters.

By now you've received the letter of our outside attorney Kellie Sironi, also dated Nov. 21, with her detailed analysis acknowledging that we are responsible to maintain Helios and Vesta but concluding that GLA is responsible to maintain Aries and Sirius.

Accordingly, GLA is responsible for correcting the mistake made by your contractor, which you acknowledged in your letter, in cutting ditches along Sirius Road leaving lumps of sod.

Regarding the Parkland Agreement: After your attorney Alanah Griffith contacted us earlier this year, we shared with her the following. We have no immediate plans to develop our lands surrounding the park in lot 16A of COS 1729, but it is always possible that could change at some point in the future. We are open to considering removal of the reversionary interest in 16A if GLA is prepared to make us a reasonable offer of compensation.

Regarding the properties held by the Holders, Difo and Davis as estates for years or life estates: The future interests we hold are different by nature from the rights held by a landlord relative to a tenant. We currently have no ownership in these properties (and consequently no direct authority to enforce payment of GLA assessments upon the current owners) until the future conditions triggering the transfer of ownership of these properties to Church Universal are fulfilled.

Please don't hesitate to contact me if you'd like to discuss further.

Sincerely,



Gregory Bodwell
In-House Counsel

cc: Rev. Valerie McBride, President

63 Summit Way, Gardiner, Montana 59030-9314
Phone: 406-848-9514 Fax: 406-848-2714

Sirius Road Easement Issues

Additional information

Is The GLA Responsible for Maintenance of C.U.T Private Roads?

For decades the Glastonbury Landowners Association (GLA) has used landowner assessment funds to maintain roads used by landowners but owned by Church Universal and Triumphant (CUT). In the Forum's [Glastonbury Platted Road Network - An Introduction](#) article we pointed out in detail that several roads in North Glastonbury are on parcels that CUT owns. These parcels were once part of Glastonbury but were legally removed from the GLA's Jurisdiction in 1998 when the Covenants were restated. The [Covenant's Appendix](#) lists the parcels that are under the legal jurisdiction of the GLA. Parcels that are not under the legal jurisdiction of the GLA are not required to pay any assessments nor abide by the Covenants. Legally they are like Storey Ranch, the Emigrant General Store and all other property that is outside of Glastonbury. They do not have a legal claim to the rights and responsibilities enumerated in the GLA governing documents. So there is no legal obligation for the GLA to maintain private roads for Storey Ranch, the Emigrant General Store or CUT. Or is there?

CUT proponents often state that the GLA signed a Road Settlement contract in 1998 that requires the Association to maintain CUT-owned private roads forever. The 1998 Road Settlement Contract was an artfully produced document written by attorneys for a wealthy landowner that originally owned and ruled all of Glastonbury. The attorneys realized that CUT removed many of their parcels from the legal jurisdiction of the GLA and thus no longer enjoyed the benefits the governing documents provided. Specifically the GLA was not obligated to maintain roads outside of their legal jurisdiction even though they may be used by landowners. The Road Settlement Contract sought to obligate the GLA to provide road maintenance on CUT private roads for free and forever.

The 1998 Road Settlement Contract was signed by the President of the GLA, Patrick Wolberd. But it never became a legal document. Why?

Download the [1998 Road Settlement here](#).

The 1998 Settlement Agreement was a contract with a term that was greater than 5 years. The ending term was not specified and that created a perpetual (forever) contract. GLA Bylaws Article VI B 2 requires that any contract with a term of greater than 5 years be approved by a vote of the members (landowners). The Bylaws VI B.2 state that the GLA Board may:

2. Make capital expenditures, enter into contracts and agreements, and provide the services and functions as are necessary to operate and maintain the Property and carry out the business of the Association, provided, **however, that the following capital expenditures, contracts, and agreements shall be approved by the Members** as provided in Article V, paragraph F, of these Bylaws:

a. Individual contracts and agreements with a term in excess of five (5) years;

Although the Settlement Contract was signed by both parties; the GLA and CUT, it was never brought to a landowner vote. The Bylaws specify the powers of the GLA Board while setting limits to their authority. Bylaws VI B.2 is a classic protection for landowners against board overreach; it requires landowner approval for long term contracts.

But the GLA President signed the agreement. Doesn't he have the authority to rule for the board and community? No, he is only the President; not a King. The President must abide by the Bylaws. Bylaw Article VIII A states:

A. Contracts. The Board of Directors may authorize any officer(s) and agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances, **except as limited in Article VI, paragraph B.2.** of these Bylaws. **Unless so authorized, no officer, agent or employee shall have any power or authority to bind the Association by any contract, engagement, promissory note, bond, debenture, deed of trust, mortgage, or to pledge its credit or render it liable monetarily or in any manner for any purpose or in any amount.**

Bylaw Article VIII A makes it clear that the President as an officer does not have the authority to bind the GLA to a long term contract greater than 5 years. Only landowners possess that authority. If the 1998 Road Settlement Contract was brought to a landowner vote and the measure passed only then would the GLA President have the legal authority to commit the entire community to the terms of the contract.

[Montana Annotated Code 18-4-313](#) also sets time limits on contracts. For services, the limit is 7 years.

Finally there is the insurance issue. The GLA has insurance that covers all roads under their legal jurisdiction. Since Sirius Drive and Aries Drive are NOT under the GLA's legal jurisdiction any accidents that could be attributed to GLA snow plowing or maintenance of these roads would not be covered by the insurance policy. That leaves the Association unprotected and open to liability if they choose to illegally maintain CUT private roads.

For twenty-two years, from 1998 to 2021 the GLA faithfully and illegally used landowner assessments to maintain CUT private roads. A wealthy corporation enjoyed the benefits of GLA membership without having to pay assessments or abide by the Covenants. Many landowners endured substandard roads the GLA could not afford to maintain because scarce assessment funds were being spent on CUT private roads. In 2021 the GLA Board voted to discontinue maintenance of all CUT owned private roads. The current 2023 GLA Board has revisited the issue and claims that the GLA is obligated via the 1998 Road Settlement to provide CUT with perpetual free maintenance on their roads that Glastonbury landowners use. What do you think?

The Glastonbury Platted Road Network - An Introduction

In the early 1980's, Church Universal and Triumphant (CUT) purchased two large parcels of land in Emigrant. One was to the north of Storey Ranch and that came to be known as North Glastonbury, and the other large parcel was south of Storey Ranch and that was named South Glastonbury. Together they formed the embryo for the future Community of Glastonbury.

Glastonbury was a planned development. The first task was to create a road system that could reach all future parcels. Surveyors and engineers worked hand in hand to design a road system that cost-effectively provided access to every parcel. Boundary lines and the road network were carefully designed and then meticulously documented on maps. Road and public utility easements were added. Then the maps were reviewed and approved by Park County in 1982, and became the legal record for the planned development known as Glastonbury. The approved maps, are called Plat Maps, and the initial road network as depicted on those 1982 Plat Maps, became the official **Glastonbury Platted Road Network**. You may access the [Official 1982 Glastonbury Plat maps here](#).

The Platted Road Network, as drawn on the Plat Maps, represents the geographical place where the engineers and surveyors agreed the roads should be. They also represent the legal boundaries of the platted road easements. On the platted map section below, a long dash followed by a short dash or a solid black line (if the road follows a parcel boundary), delineates the center line of the platted road. That line is bordered by a series of short dashes and circles. Those lines made up of short dashes and circles, represent easement boundaries. Each circle represents a green T-post. Many of the T-posts have rusted, but still line the platted roads.

The easements are the legal pathways for the road, electric and telephone lines. Normally they are 60 feet wide. They are also the legal pathway for Glastonbury landowners to access their properties. As such, the Covenants 8.01c require that [the platted road easements be maintained](#) so every landowner can access their parcel.

An easement does not change the ownership of the underlying property. Glastonbury road easements almost always sit on private property and often straddle two privately owned parcels. The GLA does NOT own the property most roads are on. An easement simply allows the holder to access the property that is within the easement boundaries. If the easement did not exist, then anyone who drove the road, fixed an electric line or repaired a phone stanchion, would be trespassing. An easement holder bears no legal responsibility for the maintenance of the property the easement crosses. The electric and telephone companies are responsible for maintaining their lines; but not for anything else. The GLA legal responsibility for maintaining the Glastonbury platted roads within the easements, comes from the Restated Covenants section 8.01c; not from the easement.

Since 1982, Glastonbury has grown. Many large parcels were subdivided into four, five or more parcels. Private roads, actually like common driveways, were constructed so new landowners could access the smaller parcels. The private roads were NOT incorporated into the Platted Road Network. Thus, the GLA was NOT required to maintain or plow them. However, Covenant 9.08 does allow, but not obligate, the GLA to "maintain new private roads at the same level as the original roads." Landowners living on private roads could petition the GLA for regular maintenance. A simple majority GLA Board vote could enable regular maintenance and plowing. The process would likely involve the County, so a legal easement could be added so the GLA would not have liability issues when working on the road.

In 2004, the GLA paid for the asphalt the County used, to pave Dry Creek Road. Dry Creek is a County road and the GLA does not have an easement or any legal requirement to plow or maintain it. The GLA has also paid to maintain and plow private roads owned by CUT in North Glastonbury for 18 years. The GLA does not hold an easement nor have any legal requirement to service those roads either. Like Dry Creek Road, the North Glastonbury [CUT private roads](#) are not part of Glastonbury, and therefore, not under the jurisdiction of the GLA.

Interestingly, some large parcels were not included in the Restated 1997 Covenants, and thus, do not fall under the jurisdiction of the GLA. The original Plat Maps contain every parcel in Glastonbury. But the 1982 and 1997 Restated Covenants specifically exclude many of the original parcels from the scope of the Covenants. Assessments, voting rights, Project Review requirements, etc, ONLY apply to the owners of parcels specifically listed in the 1997 Restated Covenants Exhibit "A" and "B". The owners of parcels NOT listed in those exhibits are NOT subject to the authority of the GLA Board or the Governing Documents.

In South Glastonbury, parcels excluded were numbers 1 through 17. Those parcels were [sold to Mountain Sky Ranch in 2016](#) by CUT. Although they were a part of the 1982 property that CUT purchased, they were deliberately excluded from

the 1997 Restated Covenants Exhibit "B", and thus, were not under the legal jurisdiction of the GLA. Those parcels contained original platted roads, Cancer and Chalice Way, but they too, were outside of the GLA's legal jurisdiction after 1997. The road easements run with the property so they remain in effect. But the GLA bears no legal responsibility for their maintenance or plowing.

In North Glastonbury, parcels excluded from both the original 1982 Covenants, and also the 1997 Restated Covenants, were numbers 3 and 4. That is where Golden Age Village (GAV), Liberty Hall, the North Glastonbury Teaching Center and The Thomas More Schools now reside. Both parcels are fully owned by CUT. In addition, parcel numbers 13 through 21 were excluded from the Restated Covenants. GAV lots 1-49, located on parcels 3 and 4 in North Glastonbury, were added to Glastonbury with the 1997 Restated Covenants. The remainder of parcels 3 and 4 were NOT included in the Restated Covenants.

After 1982, new roads were built in North Glastonbury. The gravel portion of Sirius Drive was constructed from the Liberty Hall turnoff to what is now a four-corner intersection at Aries and Sirius Drives. The current paved section of Sirius Drive was built sometime after 1997 as a gravel road. In December of 1997, the GLA purchased a parcel from Storey Ranch in anticipation of building a new entrance road for North Glastonbury. The original access road from Storey Lane traversed private property on the Storey Ranch. The new road was named Sirius Drive. It made a sharp turn from the paved section of Storey Lane, climbed a steep hill, made another turn and then flattened out. It met up with the current gravel portion of Sirius Drive at the four-way intersection with Aries Drive. In 2004 part of Sirius and Aries Drive were paved at landowner expense. Both roads traverse CUT property and are outside the legal boundaries of Glastonbury as depicted in the 1997 Restated Covenants Exhibit "A".

After Sirius Drive crested the hill and made the turn, it left GLA property and crossed CUT property. The gravel portion of Sirius Drive, after the four-way intersection with Aries Drive, is also on CUT property. Neither CUT property is included in the Restated Covenants Exhibit "A". Like Dry Creek Road, Cancer and Chalice Way in South Glastonbury, the GLA is NOT obligated to maintain or plow roads that are outside of its geographic and legal boundaries.

In the below map parcel boundaries are in mustard. The parcels with bold black numbers were excluded from the 1997 Restated Covenants. Note that Sirius Drive, Aries Drive and even Taurus Road traverse property that is not within the legal and geographic boundaries of the Covenants and the Glastonbury Landowner's Association.

