

## Soccer Field Report

### SUMMARY AND RECOMMENDATION

The lands known as the Soccer Fields consist of 20.261 acres owned by GLA and situated in/near the center of approximately 176 acres of undeveloped land owned by Western Shamballa, a subsidiary or affiliate of Church Universal and Triumphant. Approximately 30% of the 20.261 acres was developed as a soccer field, complete with watering system and a concession building of 406 square feet, with 2 restrooms. The restrooms are in the center of the building, making it difficult to remodel for other uses.

Competitive soccer matches were held on the fields for several years, but ceased several years ago. The fields have been watered, and mowed every year under a budget of approximately \$750. The 2016 GLA budget approves up to \$800.00 worth of maintenance on the concession building.

There is a need for a decision about whether or not the lands should be maintained because of the condition of the building, lack of use of the mowed area, and a reversion clause in the Warranty Deed. The reversion of the lands back to the Church depends upon the County Commissioners finding of a violation of the Parkland Dedication Agreement between Park County, GLA and the Church.

The deed GLA holds states "Ownership of the land will revert to the Grantor in the event the Commissioners of Park County, Montana determine at a later date that this conveyance does not meet the Park County requirement that the Glastonbury Landowners Association Land Use Master Plan for North Glastonbury set aside for parks and recreation." The Land Use Master Plan for North Glastonbury was being developed while GLA was administered by the Church, but, like the plan for South Glastonbury, was never completed. The Glastonbury Land Use Master Plan of 2007 does not address the Soccer Fields.

The decision authority by the Commissioners was restated in the Parkland Dedication Agreement. The Agreement designates that developed recreation is required rather than just wild land recreation in item 3 which states: "The GLA continues to maintain improvements constructed upon this parcel in a condition useful to the community, and constructs additional facilities as such needs may arise within the community and money is raised to fund said construction."

The Parkland Dedication Agreement states: "THEREFORE, the parties agree as follows; "Park County will accept Parcel No. 16A as satisfying 20.261 acres toward the dedication of parkland as required by the Park County Subdivision Regulations in effect at the time of the proposed development of said "Reserved Land" or any portion thereof and may be submitted for review and approval as a major subdivision development provided the following conditions are met. The Reserved Land is the 176 acres surrounding the 20.261 acre Soccer Field.

The Agreement benefits the Church because Park County accepted the 20.261 acres as a credit against future recreation land requirements in County regulations, should such be needed when the lands surrounding the soccer fields are developed. The Church receives further ongoing benefits from GLA because GLA covers the costs/expenses of maintaining a recreational site in the center of lands the Church may develop and advertise for sale or lease.

Recommendation: Since GLA expenditures have little benefit to GLA Landowners but significant benefit to the Church by increasing the value of the surrounding 176 acres, and reversion of the lands is dependent on action by the County, I recommend ceasing all maintenance and allowing the lands to revert to Church ownership if or when the County challenges or cancels the Parkland Dedication Agreement. Reversion is not based on any action that can be taken by the Church, other than filing a complaint with the County

#### **Soccer Field Cadastral Information:**

Records Last modified, 1/27/16,

Ownership: GLA 100%, Ownership last modified 11/16/2007

Appraisals: 2015, Land Value \$902. Building Value \$9,720

Building size 14 x 29 - 409 Sq ft. Built 2005

#### **Soccer Field Lands Transfer History:**

Note: References R1234, 789 refer to the Park County Records on file in the Clerk and Records Office.

Original lots, 3, 4, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 41, 54, 55 and 56 shown on Certificate of Survey 615A were listed on Exhibit B when GLA covenants were recorded in 1982 (R41, 1042, [glastonbury.freeforums.net/thread/220/original-1982-glastonbury-covenants](http://glastonbury.freeforums.net/thread/220/original-1982-glastonbury-covenants)), and by Covenant 1.03 were "not subject to or burdened by the covenants. "

Lots 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, and 21, were not listed in Exhibit A or B of covenants recorded in 1997 Covenants (R124, 548), and as "unlisted" lands, they are not burdened by the Covenants or entitled to benefits, which I interpret to include prohibiting the owners use of the roads.

In 2001, the intent appeared to be to use Lot 21 for the soccer fields and recreational development, but changed to current Lot 16A in 2002. Lot 21 was transferred to GLA from Church Universal and Triumphant by Warranty Deed on July 11, 2001 (R161, 215). A Parkland Dedication Agreement between Park County, GLA, and the Church on Lot 21 was executed July 11, 2001 (R161, 001). An Agreement between GLA, Park County, and the Church to exchange Lot 21 for Lot 16A was executed on June 11, 2002.(R174, 814) A General Warranty Deed transferred Lot 21 from GLA to the Church on May 24, 2002. (R174, 904)

The lands developed as the soccer fields were transferred from Church Universal and Triumphant to GLA by Warranty Deed on May 3, 2002 and identified as Lot 16A, of Certificate of Survey 1729, totalling 20.261acres. (R174, 906)

On June 11, 2002 a Parkland Dedication Agreement was signed by Park County, Church Universal and Triumphant, and GLA President. (Doc. 299529)

A Right-of-Way Easement granted a 20 foot wide easement shown in COS 1729 was granted to Park Electric Cooperative on March 14, 2003. (R188, 356)

Certificate of Survey 1729 shows “60 foot wide Private Access and Public Utility Easement” along existing roads of: Sirius Dr., Aries Dr., Capricorn Dr., Jupiter Way, Helios Way, Vesta Lane, Taurus Rd and Borderline Rd. The same Easements shown for roads, or segments not yet built, include: Original Aries Dr. as an arch through green grass area of the soccer fields from junction of Sirius and Aries to junction of Aries and Capricorn; extension of Jupiter Way continuing from present end, nearly diagonally SW to near junction Sirius and Aries. (See attached photo for approximate easement locations within the 20.261 acres.)

Lot 16A is 20.26 acres of GLA land surrounded by 144.2 acres of undeveloped land transferred from Church Universal and Triumphant by Quit Claim Deed to Western Shamballa Inc., a subsidiary or affiliate of Church Universal and Triumphant, on 1/15/2013. (R35, Doc. 374904)

Nearby developments include: Golden Age Village on Lots 3 & 4, served by Sirius Dr., Helios Way, Vesta Lane.

**Encumbrances on Lot 16A by the deed or Parkland Dedication Agreement: (the Soccer Fields)**

A. Covenants, Easements, and Rights-Of-Way of record.

B. Minerals, Oil, Gas and Coal etc. were reserved to the Church.

C. Lot 16A was identified and transferred through a Certificate of Survey 1729 and Warranty Deed and not a Subdivision dedication that would have brought in County Subdivision regulations.

D. On January 31, 2005, the GLA President signed and recorded a Declaration subjecting and burdening Lot 16A to the GLA Covenants. (R214, 1393)

E. Encumbrances in the Warranty Deed for Lot 16A of Certificate of Survey 1729 lists “ADDITIONAL TERMS AND CONDITIONS” addressing reversion of Lot 16A back to the Church as follows:

1. “Land Use Restrictions. *“Grantee is restricted to using the land for community recreation and sports activities. Any other use by Grantee will cause the land to revert to Grantor. Grantee may not subdivide and/or sell portions of the land to generate revenue or for any other purposes.”*

GLA covenants reference: hiking, camping, picnicking, horseback riding, cross-country skiing, fishing and other similar recreational activities.

Big Sky Covenants reference: Playgrounds, Parks, Tennis courts & tennis building, Health clubs, Swimming Pool & Swimming pool building Skiing & Ski trails. Skeet and Trap, Baseball, Playgrounds, Parks, Basketball courts.

2. Unrelated Commercial Activities such as Condominiums, housing developments, stores, restaurants, etc.

Nontransferable Title – “Grantee may not bargain, sell, bestow, convey or transfer title of this property to any person or entity without the written consent of the Board of Directors of the Grantor.”

3. Reversion: “Ownership of the Land will revert to Grantor in the event the Commissioners of Park County determine at a later date that this conveyance does not meet the Park County requirements that the Glastonbury Landowners Association Land use Master Plan for North Glastonbury set aside areas for parks and recreation use.”

4. Restated Declaration of Covenants.

5. Water and Mineral Rights; “this deed does not include ....

6. Community of Glastonbury “Community of Glastonbury” is a trade name of Church Universal and Triumphant Inc., a Montana Nonprofit Corporation, its successors and assigns-the Grantor described herein.

Grantee has received a Certificate of Registration of Assumed Business Name from the Secretary of state of the State of Montana authorizing the exclusive use of the trade name. Grantee will not infringe upon or use the said Grantor’s trade name in commerce or otherwise without the express permission of the Grantor, its successors and assigns. NOTE: The registration of the Trade Name expired in 2012 and the Board said they would pursue registering it for the GLA.

F. Statements in the Parkland Dedication Agreement that identifies Park County constraints placed on Lot 16A, and who benefits from accepting those constraints are:

1. WHEREAS: transfer of this parcel is expressly for the purpose of providing land for the community recreation and sports activities with the Community of Glastonbury:

2. WHEREAS the property adjoining Parcel No. 16A on COS 1729 on file and of record in Park County, Montana is delineated as Reserved Land and designated as the North Glastonbury Village Center by the Glastonbury Land Use Master Plan (presently in draft form) and:

3. WHEREAS, prior to development of this “Reserved Land” the development plans may be submitted to review and approval as a major subdivision by Park County:

4. THEREFORE, the parties agree as follows: “Park County will accept Parcel No. 16A as satisfying 20.261 acres toward the dedication of parkland as required by the Park County Subdivision Regulations in effect at the time of the proposed development of said “Reserved Land” or any portion thereof and may be submitted for review and approval as a major subdivision development provided the following conditions are met. Note: Park County accepting the 20.261 acres as credit toward future Church Universal and Triumphant recreation land obligations is a significant benefit to the Church, as well as an expensive burden on GLA.

5. Parcel No. 16A is transferred from the Church to the GLA free and clear by warranty deed, subject to the following normal encumbrances:

5.1. a,b,c,d,e,f = taxes, covenants, easements, minerals, zoning, state and federal laws and regulations.

6. The GLA develops solely for community recreation and sports activities

7. The GLA continues to maintain improvements constructed upon this parcel in a condition useful to the community, and constructs additional facilities as such needs may arise within the community and money is raised to fund said construction. Note: GLA has expended funds from general assessments of all Landowners for mowing and watering the soccer fields the last several years, without there being an equitable benefit to Landowners. Approximately \$1,500 is in the 2016 Budget for maintaining the building and mowing and watering.

Park County planner, Mr. Inman, advised that if the “reserved lands” are subdivided into lots of less than 5 acres, for the 20.261 acres in the Agreement to be accepted as fulfilling current recreational land requirements for subdivisions, the 20.261 acres must be conveyed to Park County.

If the Church subdivides the “reserved lands” into lots less than 5 acres, GLA may be required to transfer the ownership of the lands to Park County.

Mr. Inman, advised this problem can be avoided if the “reserved lands” in North Glastonbury are not subdivided into lots of 5 acres or less. Regulations do not require a Parkland dedication for subdivisions unless the subdivision establishes lots that are less than 5 acres.

The 5 acre limitation is cited in the Park County Subdivision Regulations 2010, Chapter VI, Design and Improvement, Section P Park Land Dedication, Cash In Lieu, Waivers, Administration, page 96 – 98.

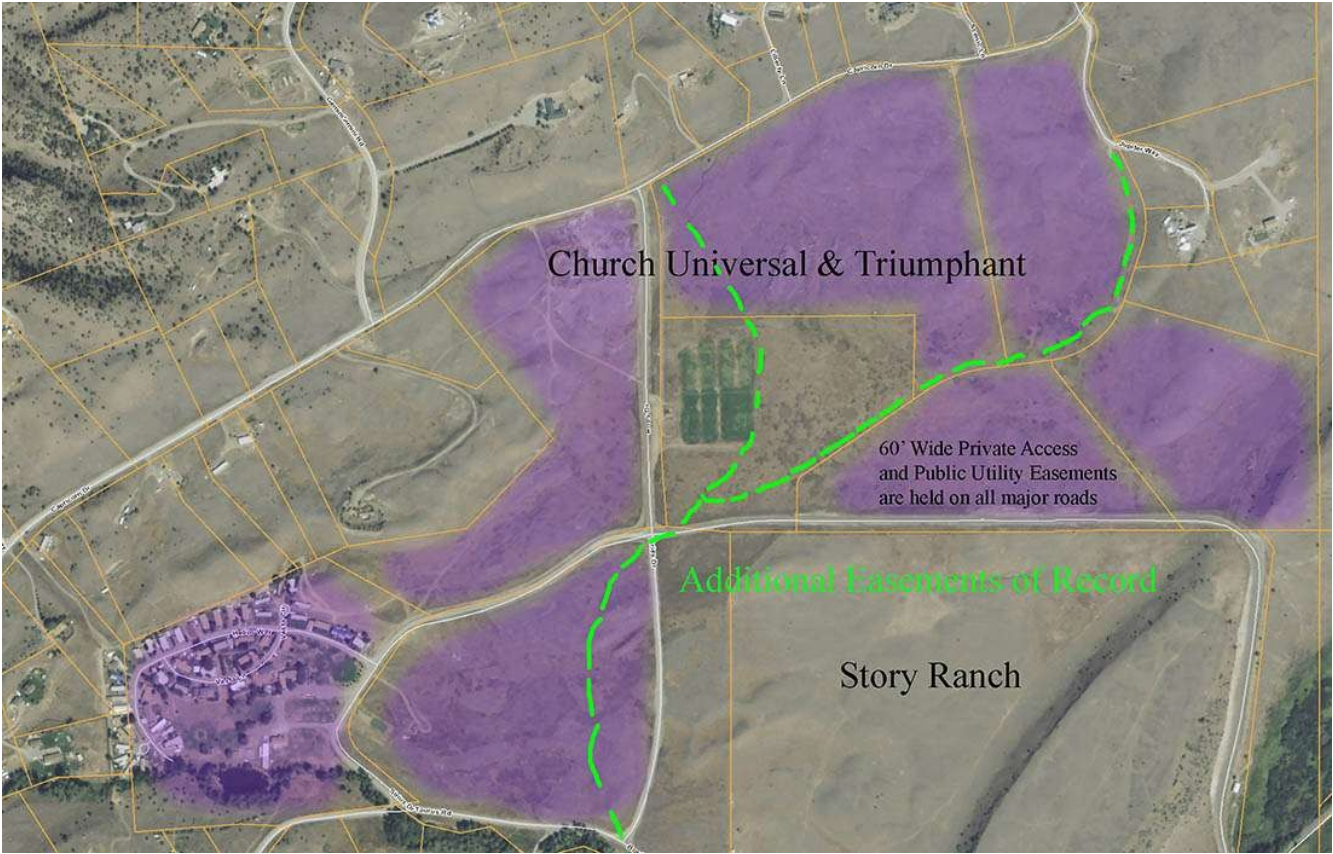
Page 96, VI-P Park Land Dedication – Cash in Lieu – Waivers – Administration

B. A park dedication is not required for:

1. Subdivision Lots larger than five acres;
2. Nonresidential Subdivision Lots;
3. Subdivisions in which parcels of land will not be created, other than Subdivisions that will provide permanent multiple spaces for recreational camping vehicles, mobile homes, or condominiums; or
4. Subdivisions which will create only one additional parcel.

Photo below shows C.U.T land ownership as of May 21, 2016 in purple.

Respectfully Submitted by Leo Keeler on May 21, 2016  
to the GLA Community Property Committee



**DECLARATION OF ADDITIONAL PROPERTY TO BE SUBJECTED  
TO RESTATED DECLARATION OF COVENANTS  
FOR THE COMMUNITY OF GLASTONBURY**

\* \* \* \* \*

THIS DECLARATION made this 31<sup>st</sup> day of JAN, 2005 by **CHURCH  
UNIVERSAL AND TRIUMPHANT, INC.** ("Grantor");

WITNESSETH:

WHEREAS, the Restated Declaration of Covenants for the Community of Glastonbury were filed for record on the 30<sup>th</sup> day of September, 1997, in Roll 124, pages 548-653, as Document #262163, records of Park County, Montana; and

WHEREAS, Glastonbury Landowners Association, Inc., is the owner of the property hereinafter described and desires to subject the said property to the Restated Covenants for the Community of Glastonbury; and

WHEREAS, Section 1.03 provides that the Glastonbury Landowners Association, Inc. shall have the exclusive right to subject additional property to any or all of the covenants in the Declaration by recording an instrument in writing describing such property;

NOW, THEREFORE, IT IS AGREED as follows:

1. That the following described property be and the same is hereby subjected to all of the Restated Declaration of Covenants for the Community of Glastonbury, to wit:

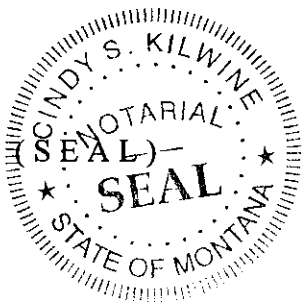
Parcel No. 16A, Certificate of Survey 1729, on file and of record in Park County, Montana.  
(Deed Ref.: Roll 174, Page 906-907)

**GLASTONBURY LANDOWNERS  
ASSOCIATION, INC.**

By: James Kozlik  
Its President

STATE OF MONTANA )  
: ss.  
County of Park )

THIS INSTRUMENT was acknowledged before me, on this 31<sup>st</sup> day of January, ~~2004~~<sup>2005</sup>, by Cindy S. Kilwine<sup>CSK</sup>, as President of Glastonbury Landowners Association, Inc.  
James Kozlik



Cindy S. Kilwine  
(Printed Name) Cindy S. Kilwine  
NOTARY PUBLIC for the State of MT  
Residing at: Emigrant Montana  
My Commission expires: July 29, 2007

C/S 1729

### **Soccer Field Cadastral Information:**

Records Last modified, 1/27/16,

Ownership: GLA 100%, Ownership last modified 11/16/2007

Appraisals: 2015, Land Value \$902. Building Value \$9,720

Building size 14 x 29 - 409 Sq ft. built 2005

### **Soccer Field Lands Transfer History:**

Original lots, 3, 4, 8, 13, 14, 15, 16, 17, 18, 19, 20, 21, 41, 54, 55 and 56 shown on Certificate of Survey 615A were listed on Exhibit B when GLA covenants were recorded in 1982 (R41, 1042), and by Covenant 1.03 were *"not subject to or burdened by the covenants."*

Lots 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, and 21, were not listed in Exhibit A or B of covenants recorded in 1997 Covenants (R124, 548), and as "unlisted" lands, they are not burdened by the Covenants or entitled to benefits, which I interpret to include prohibiting the owners use of the roads.

In 2001, the intent appeared to be to use Lot 21 for the soccer fields and recreational development, but changed to current Lot 16A in 2002. Lot 21 was transferred to GLA from Church Universal and Triumphant by Warranty Deed on July 11, 2001 (R161, 215). A Parkland Dedication Agreement between Park County, GLA, and the Church on Lot 21 was executed July 11, 2001 (R161, 001). A Agreement between GLA, Park County, and the Church to exchange Lot 21 for Lot 16A was executed on June 11, 2002.(R174, 814) A General Warranty Deed transferred Lot 21 from GLA to the Church on May 24, 2002. (R174, 904)

The lands developed as the soccer fields were transferred from Church Universal and Triumphant to GLA by Warranty Deed on May 3, 2002 and identified as Lot 16A, of Certificate of Survey 1729, totaling 20.261 acres. (R174, 906)

On June 11, 2002 a Parkland Dedication Agreement was signed by Park County, Church Universal and Triumphant, and GLA President. (Doc. 299529)

### **HISTORY**

The history on how this land was acquired and what happened since. The 20 acre land was donated by Church Universal and Triumphant as per the Parkland Dedication Agreement" entered in 2002, 'It was deeded to the Glastonbury Landowners "expressly for the purpose of providing land for the community recreation and sports activities with the Community of Glastonbury and Whereas, this parcel will be used for soccer fields, baseball fields , playground and other recreational and sports activities designated by the GLA for the benefit of residents

of Glastonbury and the surrounding Emigrant area" end of quote. This wording of **surrounding area** has been questioned and the Board has requested a legal opinion what is meant by the '**surrounding area**' and does the Board have the right to define the surrounding area.

The Paradise Valley Recreation Committee was formed as a separate non-for-profit corporation and part of the land was leased for \$1 for a soccer field. Thousands of dollars and volunteer hours were donated for the development of the soccer field and the building which was used for the soccer teams and their guests.

The community no longer has a soccer team and the games have been moved to Livingston and since no activities have been going on, for some time now the lease was terminated with the PVRC.

The building located at the soccer field approximately is 15X30 ft. having two bathrooms, plumbing and electricity.

# GENERAL WARRANTY DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, CHURCH UNIVERSAL AND TRIUMPHANT, INC., a Montana Nonprofit Corporation, dba COMMUNITY OF GLASTONBURY, of Post Office Box 5000, Gardiner Montana 59030, herein referred to as the "Grantor," does hereby grant, bargain, sell, convey and confirm unto

## GLASTONBURY LANDOWNERS ASSOCIATION, INC.

a nonprofit Montana corporation, whose mailing address for legal notices and tax statements is Post Office Box 312, Emigrant, Montana 59027, hereinafter referred to as the "Grantee," together with the Grantee's heirs, executors, administrators, successors and assigns, the following-described real property (the "Property"):

**Parcel No. 16A, Certificate of Survey No. 1729, on file and of record in Park County, Montana**

Together with the hereditaments and appurtenances thereunto belonging, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all of the estate, right, title, interest, dower, courtesy, property, possession, claim and demand whatsoever as well as in law as in equity, of the Grantor, in or to the said Property and every part and parcel thereof,

TO HAVE AND TO HOLD, all and singular the said Property and premises with the appurtenances thereunto belonging unto the said Grantee, and the Grantee's heirs, executors, administrators, successors and assigns forever, subject to the following:

- a. General taxes and assessments for the period after the date hereof.
- b. Covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, reservations and burdens of record or in existence on the date hereof, including, but not limited to, those contained within the Restated Declaration of Covenants for the Community of Glastonbury, recorded on September 30, 1997 in Roll 124, Pages 548-653, at the Office of the Park County Clerk and Recorder, Livingston, Montana, together with any and all amendments, additions and extensions thereto and assignments thereof (the "Restated Declaration of Covenants").
- c. Easements and rights-of-way of record or in existence on the date hereof, including, but not limited to, those contained within or shown on the Restated Declaration of Covenants and on Certificates of Survey Nos. 615A, 883, 1173 and the Golden Age Village at Glastonbury North mobile home park Plat 715, Certificate of Survey 1529, on file and of record in the Office of the Park County Clerk and Recorder, Livingston, Montana.
- d. The Grantor's reservation of all oil, gas, coal, hydrocarbons, minerals, mineral rights, geothermal water and energy, surface water and water rights, as is contained in the Restated Declaration of Covenants and which are hereby expressly excepted and reserved, together with other mineral and royalty reservations or conveyances of record.
- e. All building, use, zoning, sanitary, subdivision and environmental regulations and restrictions of government agencies.
- f. Reservations and exceptions in federal patents and state deeds, if any.
- g. The additional terms and conditions set forth below.

## ADDITIONAL TERMS AND CONDITIONS

This conveyance is also made subject to and in accordance with the following additional terms and conditions:

1. **LAND USE RESTRICTIONS.** Grantee is restricted to using the land for community recreation and sports activities. Any other use by Grantee will cause ownership of the land to revert to Grantor. Grantee may not subdivide and/or sell portions of the land to generate revenue or for any other reason.
2. **UNRELATED COMMERCIAL ACTIVITIES.** Grantee may not conduct commercial business activities such as condominiums, housing developments, stores, restaurants and/or other such activities unrelated to its nonprofit tax-exempt status. Revenue from activities unrelated to an exempt organization may only be an insubstantial part of the organization's total revenue.
3. **NONTRANSFERABLE TITLE.** Grantee may not bargain, sell, bestow, convey or transfer title of this property to any

and bequests of title to the Property conveyed herewith shall also be subject to the said Restated Declaration of Covenants, as provided in said declaration.

6. **WATER AND MINERAL RIGHTS.** This deed does not include the conveyance of any mineral rights or surface water rights. These rights have been excepted and reserved by the Grantor as provided hereinabove and in the Restated Declaration of Covenants, or are the subject of prior reservations or conveyances of record.
7. **COMMUNITY OF GLASTONBURY.** "Community of Glastonbury" is a trade name of CHURCH UNIVERSAL AND TRIUMPHANT, INC., a Montana Nonprofit Corporation, its successors and assigns--the Grantor described herein. Grantor has received a Certificate of Registration of Assumed Business Name from the Secretary of State of the State of Montana authorizing its exclusive use of the trade name. Grantee will not infringe upon or use the said Grantor's trade name in commerce or otherwise without the express written permission of the Grantor, its successors and assigns.

And the said Grantor hereby covenants that, subject to the terms and conditions set forth above, it will forever WARRANT and DEFEND all right, title and interest in and to the said Property, and the quiet and peaceable possession thereof, unto the said Grantee and the Grantee's heirs, executors, administrators, successors and assigns, against the acts and deeds of the Grantor and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said Grantor has caused its corporate name to be subscribed and its seal to be affixed, by its proper officers thereunto duly authorized, this 3rd day of May 2002.

CHURCH UNIVERSAL AND TRIUMPHANT, INC.  
dba COMMUNITY OF GLASTONBURY

By: Kathleen A. Gordon, President  
Kathleen A. Gordon, President

ATTEST:

Therese C. Baures  
Therese C. Baures, Assistant Secretary

STATE OF MONTANA )  
:ss  
COUNTY OF PARK )

On this 3rd day of May, in the year 2002, before me, a Notary Public for the State of Montana, personally appeared KATHLEEN A. GORDON, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Barbara C. Hopkins  
Notary Public for the State of Montana  
Residing at Gardiner, Montana  
My commission expires on 1-10-2004

## PARKLAND DEDICATION AGREEMENT

Park County, Church Universal and Triumphant, Inc., and Glastonbury Landowners Association, Inc.  
Parcel No. 21 of Certificate of Survey No. 615

This Agreement, signed this 11<sup>th</sup> day of July, 2001, between Park County, Church Universal and Triumphant, Inc., a Montana nonprofit corporation, of 1 East Gate Road, Gardiner, Montana 59030 (hereafter "Church"), and the Glastonbury Landowners Association, Inc., a Montana nonprofit corporation, Post Office Box 1686, Emigrant, Montana 59027 (hereafter "GLA").

WHEREAS, the Church intends to transfer by warranty deed to the GLA the ownership of Parcel No. 21, of Certificate of Survey 615, on file and of record in Park County, Montana (copy attached as Exhibit "A"); and

WHEREAS, transfer of this parcel is expressly for the purpose of providing land for the community recreation and sports activities within the Community of Glastonbury; and

WHEREAS, this parcel will be used for soccer fields, baseball fields, playground and other recreational and sports activities designated by the GLA for the benefit of the residents of Glastonbury and the surrounding Emigrant area; and

WHEREAS, the property adjoining Parcel No. 21, on Certificate of Survey No. 615A, on file and of record in Park County, Montana (copy attached as Exhibit "B") is delineated as "Reserved Land" and designated as the North Glastonbury Village Center by the Glastonbury Land Use Master Plan (presently in draft form); and

WHEREAS, prior to development of this "Reserved Land" the development plans may be subject to review and approval as a major subdivision by Park County;

THEREFORE, the parties agree as follows:

Park County will accept Parcel No. 21 as satisfying 20 acres toward the dedication of parkland as required by the Park County Subdivision Regulations in effect at the time of the proposed development of said "Reserved Land" or any portion thereof and may be submitted for review and approval as a major subdivision development provided the following conditions are met:

1. Parcel No. 21 is transferred from the Church to the GLA free and clear by warranty deed, subject to the following normal encumbrances:
  - a. General taxes and assessments for the period after the date hereof.
  - b. Covenants, conditions, restrictions, servitudes, limitations, terms, provisions, liens, charges, regulations, reservations and burdens of record or in existence on the date hereof, including, but not limited to, those contained within the Restated Declaration of Covenants for the Community of Glastonbury, recorded on September 30, 1997 in Roll 124, Pages 548-658, at the Office of the Park County Clerk and Recorder, Livingston, Montana, together with any and all amendments, additions and extensions thereto and assignments thereof (the "Restated Declaration of Covenants").
  - c. Easements and rights-of-way of record or in existence on the date hereof, including, but not limited to, those contained within or shown on the Restated Declaration of Covenants and on Certificates of Survey Nos. 615-A, 883, 1173 and the Golden Age Village at Glastonbury North mobile home park Plat 715, Certificate of Survey 1529, on file and of record in the Office of the Park County Clerk and Recorder, Livingston, Montana.
  - d. The Grantor's reservation of all oil, gas, coal, hydrocarbons, minerals, mineral rights, geothermal water and energy, surface water and water rights, as is contained in the Restated Declaration of Covenants and which are hereby expressly excepted and reserved, together with other mineral and royalty reservations or conveyances of record.

AGRI 161 PAGE 002

- e. All building, use, zoning, sanitary, subdivision and environmental regulations and restrictions of government agencies.
  - f. Reservations and exceptions in federal patents and state deeds, if any.
2. The GLA develops Parcel No. 21 solely for community recreation and sports activities.
  3. The GLA continues to maintain improvements constructed upon this parcel in a condition useful to the community, and constructs additional facilities as such needs may arise within the community and money is raised to fund said construction.

This Agreement shall be governed by the laws of the State of Montana and the regulations of Park County.

This Agreement shall not be changed as to content without the approval of the Park County governing body.

In recognition of their acceptance of the Agreement, the parties set their hands the day and date first written above.

**Park County Commissioners**

Ed Schilling  
Ed Schilling, Member

Dan B. Gutebier  
Dan B. Gutebier, Chair

Attest for Content: *Not for legal description*  
Tara DePuy  
Tara DePuy, County Attorney

Ed Carrell  
Ed Carrell, Member

**Church Universal and Triumphant, Inc.**

Kathleen A. Gordon  
Kathleen A. Gordon, President

ATTEST:

Therese C. Baures  
Therese C. Baures, Assistant Secretary

STATE OF MONTANA )  
COUNTY OF PARK )

On this 10th day of July, in the year 2001, before me, a Notary Public for the State of Montana, personally appeared KATHLEEN A. GORDON, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Barbara C. Hopkins  
Notary Public for the State of Montana  
Residing at Gardiner, Montana  
My commission expires on 1-10-04

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## Glastonbury Landowners Association, Inc.

Eric T. Newhouse  
Eric Newhouse, President

ATTEST

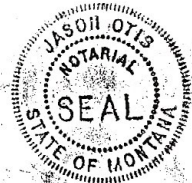
David Tonkin  
David Tonkin, Secretary

STATE OF MONTANA )

COUNTY OF PARK )

On this 12 day of July, in the year 2001, before me, a Notary Public for the State of Montana, personally appeared ERIC NEWHOUSE, known to me to be the President of the corporation that executed the within instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Jason Otis  
Notary Public for the State of Montana  
Residing at Gardiner, Montana  
My commission expires on Oct 15, 2001

STATE OF Montana  
COUNTY OF Park ) SS,

On this 11th day of July, 2001, be for me, the undersigned, a Notary Public for the State of Montana, personally appeared Ed Schilling, Dan B Gutebier, Ed Carrell \*\*\* known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

\*\*\*\* Board of County Commissioners & Tara DePuy, County Attorney  
In witness whereof, I have hereunto set my hand and affixed my Notarial Seal the Day and year in this certificate first above written.



Denise Nelson

STATE OF MONTANA )  
COUNTY OF PARK )

Filed for record this 12 day of July, A.D., 2001, at 8:38 o'clock A. M.

Recorded in Roll 161, Pages 1-3, Document No. 291622

Denise Nelson  
County Clerk and Recorder

By: Mary Birkeland  
Deputy

Recording Fee: \$ N/C Return to: Park County