

**RELEASE OF ALL CLAIMS AND  
SETTLEMENT AGREEMENT**

**RELEASOR:**

Kathleen Rakela

**RELEASEES:**

Glastonbury Landowners Association, Inc.,  
Dennis Riley, Daniel Kehoe, Mark Seaver,  
Richard Johnson, Charlene Murphy, Kevin  
Newby, Leo Keeler

**CIVIL CAUSE:**

*Kathleen Rakela v. Glastonbury  
Landowners Association, Inc., Dennis Riley,  
Daniel Kehoe, Mark Seaver, Richard  
Johnson, Charlene Murphy, Kevin Newby,  
Leo Keeler, Montana Sixth Judicial District,  
Park County, Cause No. DV-17-150.*

**DESCRIPTION OF EVENTS LEADING  
TO SETTLEMENT:**

Releasor brought this claim alleging breach of fiduciary duties arising from her removal from the ballot for the GLA 2017 annual election, declaratory judgment relating to election procedures for members in good standing or not, breach of contract relating to application of Releasor's assessments, breach of the covenants arising from the removal of Releasor from the ballot for the GLA 2017 annual election and negligence regarding the application of her assessments and handling of Releasor's ballots in the 2016 GLA annual election.

**SETTLEMENT CONSIDERATION:**

Releasor agrees to dismiss her Amended Complaint and Petition for Declaratory and Injunctive Relief with prejudice and to forego any appeal of Judge Brenda R. Gilbert's Orders regarding the make-up election for the GLA's 2017 annual election dated March 26, 2018 and April 17, 2018

and the Findings of Fact, Conclusions of Law and Order dated June 19, 2018. Releasees will send the following statement with the next GLA mailing:

The GLA board apologizes to Kathleen Rakela for an accounting error in 2016. She notified the board more than once about this error, however it was not corrected before the 2016 election and caused problems with her vote and the 2016 election for which she was not responsible.

Further, the GLA has discussed with its attorney the enforcement of minor subdivision covenants. The parties agree that the GLA does not enforce minor subdivision covenants, but it does ensure that project review applicants are aware of other possible covenants and restrictions by including asking questions regarding other applicable covenants and restrictions on project applications.

## **1. Release**

The undersigned Releasor acknowledges the sufficiency of the above settlement consideration. This Release is binding on Releasor, Releasor's heirs, personal representatives, successors, assigns, agents, partners, employees, and attorneys. This Release applies to any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of Cause No. DV-17-150 or related to the Description of Events Leading to Settlement and Settlement Consideration as set forth above.

## **2. Future Damages**

Inasmuch as Releasor's injuries, damages, and losses resulting from the events described in the Civil Cause above may not be fully known and may be more numerous or more serious than it is now understood or expected, Releasor agrees, as further consideration of this agreement, that this Release applies to any and all injuries, damages, and losses resulting from the events described in the Civil Cause and the Settlement Consideration, even though now unanticipated, unexpected and unknown, as well as any and all injuries damages and losses which have already developed and which are now known or anticipated.

**3. No Admission of Liability:**

It is understood that the above-mentioned Settlement Consideration and agreement is accepted as the sole consideration for full satisfaction and accord to compromise Releasor's claims, including any potential legal challenge to the 2017 GLA annual election results, no matter whether in current litigation, or in any other legal, administrative, or GLA proceeding. Neither the Settlement Consideration agreed upon by the parties, nor the negotiations for settlement shall be considered an admission of liability with respect to the legitimacy of Releasor's claims.

**4. No Additional Claims**

Releasor represents that no additional claims are contemplated against Releasees or any other party potentially liable for the events, losses, damages and injuries for which this Release is given. In the event any additional claims are made which directly or indirectly result in additional liability exposure to Releasees for the events, losses, requests for relief, challenges to the 2017 GLA annual election, and for which this Release is given, Releasor covenants and agrees to indemnify and save Releasees harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

**5. Stipulation for Dismissal with Prejudice**

Releasor stipulates and agrees that the above described cause of action may be dismissed with prejudice with each party to pay their respective costs and attorneys' fees.

**6. Disclaimer**

Releasor has carefully read the foregoing, discussed its legal effect with Releasor's attorney, understand the contents thereof, and sign the same of Releasor's own free will and accord. This Release shall be binding upon Releasor's heirs, successors, personal representatives and assigns.

**7. Severability**

Should any provision of this Release be determined to be unenforceable, all remaining terms and clauses shall remain in force and shall be fully severable.

**8. Choice of Law**

The laws of the State of Montana shall apply to the interpretation of this agreement.

**9. Final Agreement**

This written Release constitutes the final agreement between the parties and shall supersede any oral agreements to the contrary.

DATED this 12<sup>th</sup> day of September, 2018.

**CAUTION: READ BEFORE SIGNING!**

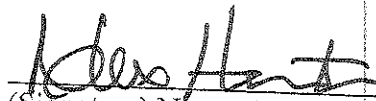
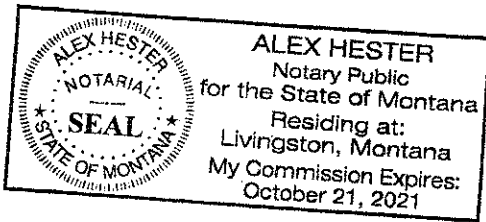



Kathleen Rakela

STATE OF MONTANA )  
County of Park ) ss  
)

On this 12<sup>th</sup> day of September, 2018, before me, a notary public of the State of Montana, personally appeared Kathleen Rakela, known to me to be the person named in the foregoing Release, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein mentioned.

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

  
(Signature) Notary Public, State of Montana

Approved by:   
Jami Rebsom, Attorney for Plaintiff/Releasor