

Glastonbury Landowners For Positive Change

This Summary/Interpretation of the GLA Community Property Meeting March 29, 2016 is being offered as a volunteer service by the GLFPC.

Your suggestions are welcome, should there be oversights or errors.

Community Property Chair Charlotte Mizzi convened the committee meeting at 7:00 pm on Tuesday, March 29, 2016, at the Liberty Hall kitchen. GLA Secretary Charlene Murphy was present, and committee member Ed Dobrowski was absent. A handful of landowners were in attendance.

The first item of discussion was the Parkland Dedication Agreement for the 20 acres of land, known as the soccer field in North Glastonbury (NG). The second item was scheduling six neighborhood meetings to seek landowner input about the future plans for that area.

Providing historic background, Murphy reported that in 2001, when Eric Newhouse was President of GLA, he asked the Church Universal and Triumphant for land for a soccer field. "Most of the labor to develop the field, parking and concession building was donated," Murphy said.

Landowner Leo Keeler had been previously asked to research the original Parkland Dedication Agreement for the soccer field. Everyone at this meeting received a copy of his extensive report. He reported that in 2002, the land was designated as parkland in a three-party between agreement Park County, the Church, and GLA. In that agreement, Park County accepted the 20-acre parcel for future recreation land requirements per the county's major subdivision regulations because the Church owns the property all around the soccer field. This credit could then be implemented whenever they decide to develop or sell the 176 acres. Interestingly, this sizeable amount of real estate has never been "burdened by the covenants or charged any assessments, and thus, not governed by the GLA," Keeler said. However, the soccer field itself is under the jurisdiction of the GLA and each landowner is a shareholder.

GLA's deed to this land 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.*" Per Keeler: "The master plan being referred to is the original Land Use Master Plan originally developed by the Church, not GLA's current Master Plan." Though copies of the original land use plans were not available at this meeting, Mizzi reported that "the Church had once envisioned tennis courts, walking paths, a

skateboard park, and a ballpark.”

The possible reversion of the 20 acres back to the Church would depend upon Park County Commissioners finding a violation of the Parkland Dedication Agreement. Part of the agreement states that developed recreation is required rather than just wildland recreation. “It follows that any plan to build a structure on the site, which could be used for GLA meetings, would be a violation the Parkland Dedication Agreement. Parkland use is pretty strict. They want what they want,” Keeler stated.

“The current condition of the building, lack of use of the mowed area, and the reversion clause in the warranty deed, all point to the need for landowners to decide whether the property should continue to be maintained,” he expressed. Maintenance can become a burden. Is the land being used for a purpose? Why should we put any money into it? Should we even keep it? Who really benefits from the 20 acres? Western Shamballa does, the for-profit real estate arm of the Church, it was noted.

“We need meetings to see what the people want,” claimed Mizzi. Do we maintain the land for intended recreational use, knowing that if we do not use it for recreation it will revert back to the Church? GLA spends at least \$700/year to water, mow and maintain the soccer field even though soccer games ended long ago. And further, this year, about \$800+ is earmarked to improve the appearance of the abandoned soccer building.

Others wondered if it would be cheaper to just let it go. Looking ahead to how GLA might fund any future development, one landowner asked if there would be a special assessment. No answer followed. Or, if by chance, GLA were to get a donor to fund development at the site, would GLA be able to handle the maintenance costs? Another wondered if GLA might get a waiver from the county that could allow a multi-purpose building on site for both recreation and business uses. “If so, another DEQ approval might be needed for the existing plumbing and septic and that the final decision rests with a judge,” Keeler indicated.

Suddenly changing the subject, Mizzi read the following from the Park County's Park Plan:

“Park and recreation facilities are basic components that build the foundation of a community. They provide areas for group activities, inter-generation activities, personal reflection and exercise. They provide a means to maintain natural and historic features. Park and recreation facilities provide a way to preserve the cultural heritage and the quality of life in a community. Parks and recreation areas improve the standard of living and increase property values.”

“Park and recreation service use continues throughout the life cycle. Recreation participation declines with age, but park use does not. In fact, people between the

ages of 65 and 74 use local parks more frequently than any other age group from those 15 and older.”

“If the Church decides to sell its land around the soccer field, Keeler said there would be **no** way for GLA to make new owners join our Association or be governed by the covenants. Any new buyers could build whatever they want. Anything is possible. GLA holds the rights to the roads and easements. We have access and management and we could charge new owners for road use,” said Keeler. Following these statements, Mizzi added “that 700 acres in South Glastonbury (SG) had just been sold.”

Since the Parkland Agreement states that “the soccer field land is for use by the surrounding Emigrant area,” one landowner asked if members of the larger community would really be free to use whatever GLA might develop there in the future. “Given that the phrase is vague,” said Keeler, “it may be best to just go ahead, in line with what GLA attorney Griffith has counseled; use it for Glastonbury residents and their guests and see what happens.” Keeler does not anticipate that the county will monitor who uses the parkland.

Murphy explained that in the past GLA carried land insurance on the area and soccer players carried their own insurance. “At present,” said Keeler, “he would be very leery of developing anything there without a fence, given all the risk and nuisance factors. Insurance is great, but does not counter a judge’s decision.” Keeler added that he is “curious about the timeline for a soccer field decision.”

Despite the continued myriad of landowner questions, Mizzi moved the discussion to planning six neighborhood meetings regarding the future plans for the soccer field. Starting in May for SG and extending into June for NG, Mizzi will find hosts and have them invite their friends to in-home gatherings. She thought it best not to give landowners any background information so they can brainstorm with “a blank mind and be creative.”

Much deliberation then followed as how to best communicate this information to all landowners. Should the hosts send notes to prospective guests to sign? What about a postcard mailing instead? No, too expensive at a total of \$155, along with being too time-consuming for the board. Calling people, perhaps? Maybe a newsletter is the best way to go about this? “Then why not post the information on the GLA website for all to see,” suggested a landowner. But, that would require a board vote. Murphy shared that, “there is the possibility that the board is spreading itself too thin and they need not do that.” No clear decision was reached.

In the end, Keeler was asked and agreed to distill his report on the Parkland Dedication Agreement. He will write a factual summary and list bullet points minus “his concerns which are cons,” he said. Mizzi will then compile the details for eventual dissemination

to landowners. Attendees asked how she planned to also include so many non-resident landowners in such an important decision-making process. The answer was that basic information would be published for “the out-of-towners” in the GLA Spring Newsletter and then available at a final meeting.

Landowners thought it prudent to give background information about the restrictions of using the land. They pointed out that making a framework along with the pros of either retaining the property or returning it to the Church, would be essential. “During the final meeting one can summarize what people come up with,” a landowner stated.

Recalling that a letter was to have been written to the Church about their 176 acres of reserved land in the heart of NG, a landowner asked to know its status. Murphy hesitatingly read the draft, written by fellow Board Member Dan Kehoe, inquiring what the Church intends to do with their considerable real estate holdings. Additionally, due to upcoming governing document changes regarding businesses in Glastonbury, this issue has become significant. The area was targeted to be used as both a “high density residential area and for commercial development.” Residents in NG are concerned about this crucial situation, especially since the Church just sold their 700 acres in SG. However, Kehoe requested that the Church leadership put this issue on their agenda saying, “that it is not a high priority, so sometime within the year.” The church’s decision will impact all the landowners in NG.

GLFPC Note: *Although Mizzi clearly indicated that she wanted landowners to have NO background information going into her planned neighborhood meetings “in order that they could come up with their own ideas,” there is little doubt that she would be using her Park County’s Parkland Plan as a sales pitch (see above). Despite pressing board issues—a neglected road system, ongoing financial mess, governing document overhaul, costly legal matters, growing amount of unpaid assessments, etc.—developing the parkland is Mizzi’s pet project...her “pipe dream,” as a fellow board member had once referred to it.*

As the meeting adjourned, Mizzi thanked Keeler for his effort.

