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June 18, 2020

RECEIVED
Town of Cheshire
JUN 24 2020

Planning Dept.

Mr. William Voelker, Town Planner
Ms. Suzanne Simone, Environmental Planner
Cheshire Planning & Zoning Dept.
Cheshire Town Hall
84 South Main Street
Cheshire, CT 06410

Re: 4JS Associates, LLC – Highland Avenue, Tax Parcel 28-12, Cheshire, CT (the “Property”)

Dear Mr. Voelker and Ms. Simone:

Please be advised that this office represent 4JS Associates, LLC regarding its purchase of the above referenced Property. As part of the due diligence, this office engaged First American Title Insurance Company to conduct a comprehensive title exam and prepare a preliminary title commitment. At issue is whether the Grantor of a purported easement recorded in Volume 2655 at Page 69 of the Cheshire Land Records, had requisite authority to grant an easement for access from Realty Drive to the Property. Based on my review of said exam findings and pursuant to the preliminary title commitment, it is the opinion of this office that the Grantor did not have authority to grant an easement for access; thus, there is no legal vehicular access to the Property from Realty Drive.

Based on a review of the land records, including the declaration under which the Grantor is purporting to have authority, it is our opinion that Section B(8)(A)(5)(c) of the Declaration on which the Grantor relies gives the declarant the right to pass and repass, which is a right the declarant may need if the declarant purchased surrounding property and did not wish to add it as part of the condominium that was created. It is important to note the word “grant” does not appear in the subsection at issue. Immediately prior, in B(8)(A)(4), the word “grant” is used when addressing utility easements. In our opinion, that makes it clear the declarant has a right to grant utility easements, but also supports the fact that the above referenced section does not give the declarant the authority to grant easements for access.

Based on the above, it is our position that there is no legal access from Realty Drive to the Property.

Thank you for your attention and stay well.

Very truly yours,

BAILLIE & HERSHMAN, P.C.


Jay N. Hershman