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To: Members of the Judiciary Committee

Re: H.B. 5219 AN ACT CONCERNING MAINTENANCE OF PRIVATE EASEMENTS AND RIGHTS-OF-WAY

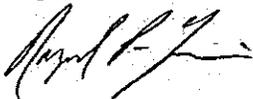
I am an attorney at law licensed in the State of Connecticut since 1980, with a private practice that has heavily emphasized the representation of buyers and sellers of residential real estate.

For various historical reasons, there are a vast number of properties throughout Connecticut that have been constructed on private rights of way for which there is no recorded document setting forth the maintenance obligations of property owners served by those rights of way. In most cases, informal arrangements have been made to actually maintain the rights of way, but in the event of a dispute, there is no written document to guide the parties or to enable contributing owners to force non-contributing owners to do so. In my experience, it is extremely difficult to convince even a small group of property owners to sign a road maintenance agreement, even if that agreement does nothing more than memorialize the duties that they are already performing informally. This alone would be a significant reason for enacting H.B. 5219: to avoid civil lawsuits where they should be entirely avoidable.

The second and more important reason is the policies of important players in the mortgage market, including Fannie Mae. If no written road maintenance agreement exists, then the originating mortgage lender must indemnify Fannie Mae against losses due to the condition of the right of way or a loss of access due to this condition. The result of this policy is that a mortgage lender will not agree to make the loan at all, rendering the property relatively unmarketable. This can result in a material diminution in home value for the property owner, to an extent entirely out of proportion with the actual risk present.

However, Fannie Mae's regulations provide that if legislation such as H.B. 5219 exists in a state, the absence of a written, private agreement is not an issue. Therefore, virtually no mortgage lender would have any disincentive to originate loans relating to properties in the State of Connecticut as a result of this issue. Enactment of H.B. 5219 would therefore solve what would otherwise be a significant marketability problem for many thousands of Connecticut homeowners in one fell swoop. It should be noted that such legislation is merely a "backup" for homeowners that have no private, written agreement. They would still be free to enter into their own, more specific agreement. Having personally witnessed how many homeowners have been adversely affected by this issue over the years, I would urge the Committee to act favorably on this Bill.

Respectfully yours,



Raymond P. Yamin, Esq.

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