**MISSTATEMENTS BY PAINE’S ATTORNEY**

1. “Cottonwood Condominiums, Inc. (“CC”) … is the owner of property located in … Lot 2B of Minor Subdivision 365A ….” (page 1, paragraph 2)

**WRONG: The owner of all of the common elements is CT Condominium, a nonprofit. Cottonwood Condominiums, Inc. is a for profit business owned by Ken LeClair.**

1. “representatives of Paine and CC have for several weeks been negotiating the terms of a detailed easement agreement” (page 1, paragraph 3)

**WRONG: Following the October CT Condominium owners meeting hosted by Matt Paine, Paine contacted Board members Joe Hupka and Mickey Smotherman to ask for the Board’s “help” in resisting the City’s demand that Paine’s project be connected to Mill Creek Drive.**

* **The Board immediately began investigating the status of the project under review by the City. When the Board found out that Paine’s plan included access to Hanley and use of CT’s stormwater retention pond (at the corner of Hanley & Babcock), the Board informed Paine that we strongly objected not only to the Mill Creek access, but also to the use of the retention pond, a sidewalk installed on CT property, and access across CT property to Hanley.**
* **Paine then asked to meet Board reps on his site to discuss these points. At that brief meeting, Paine was told by Board reps to put in writing anything he wanted our CT community to consider. No agreements were reached on anything and nothing was “negotiated” at that brief meeting.**
* **Subsequently, Paine sent a letter to the Board with his request for an easement to access Hanley Avenue along with a separate letter from his attorneys proposing an easement agreement and a “waiver” agreement resolving an alleged “trespass” by CT Condominium on Hanley on Paine’s property.**
* **The Board discussed these letters and consulted our attorney, Alanah Griffith, regarding the alleged “trespass”. We were advised that there is no “trespass”; however, before we could respond to these letters, Alanah received the 12/10/21 letter from Paine attorney Jeffrey Driggers**

1. “The Easement Agreement sought to memorialize CC’s agreement to grant Paine … an easement on, across and over a miniscule and unused portion of the CC tract so that Paine could construct a street cut on Hanley Avenue …”(page 1, paragraph 3)

**WRONG: As indicated by the description of all contacts between Paine & the CT Board, there have been NO “negotiations” and NO “agreements” made– no offers by CT to Paine nor any acceptance of Paine offers by CT.**

1. “Since, CC has now indicated that its Board of Directors cannot expedite the approval of the Easement Agreement ….” (page 2, paragraph 2)

**WRONG: After consulting with Alanah, the Board advised Paine that it had no authority to enter into ANY agreements concerning the property owned by CT Condominium – including easements – that could only be accomplished by an amendment to the Declaration. Further, that IF such an amendment was pursued, it required a YES vote by 75% of Unit Owners, which the Board thought was highly unlikely. Hence, Paine was wasting his time asking for an easement to allow him access to Hanley.**

1. Paine’s attorney then argued that the CT Board does have the authority to grant an easement without the consent (and 75% vote) of the unit owners (page 2, paragraph 3). **Relying upon Alanah’s advice – and being of the unanimous opinion that the Board had no intention of exercising such power even if it possessed the power – the Board rejected Paine’s attorney’s arguments that the Board has the power to grant an easement to Hanley without a vote by all unit owners.**
2. Paine’s attorney then threatened to sue CT Condominium for the alleged “trespass” of Hanley on Paine’s property – as well as a “newly discovered trespass” of a storm sewer pipe on the SE corner of the Paine property - if CT continued to refuse to execute the Easement Agreement (page 3, paragraph 1) **As previously indicated, Alanah has advised the Board that neither of these locations constitute a “trespass” because CT has a “prescriptive easement” for Hanley and the pipe, which have been in open & obvious use for over 10 years.**