



Jones
Washburn-
Gonzalez, LLP

Sharon M. Jones
Jessica Washburn-Gonzalez
Rebecca Wilen Berg Solano

October 22, 2024

Mr. Peter Ratkiewich
Director of Public Works
Town of Westport
Pratkiewich@westportct.gov

Mr. Jacob Robison
Colliers Engineering and Design
Madison, CT
Jacob.robison@collierseng.com

Gentlemen,

I write on behalf of the Westport Woman's Club ("the Club") to let the Town of Westport and the parking project planners know that the Club is aware that Westport has been grappling with a significant parking problem for decades. We want to reiterate our unwavering support for the Town in finding a solution that benefits Westporters, visitors, and merchants. However, the Club must object to the specific proposal of using the Imperial Avenue parking lot adjacent to the Club's property for designated community parking. This objection is based on the fact that legally, the Club is entitled in perpetuity to the use at all times of 100 parking spaces or as many parking spaces as the lot will accommodate in the Imperial Avenue lot that adjoins the Club's land.

Two separate agreements, one from 1956 and the other from 1968, were recorded on the Westport Land Records between the Club and the Town of Westport. The agreements provided the Town with land and the Club with parking spaces. Both agreements are attached to this letter for your review.

Although the Town is aware of both agreements, understanding the history will make it clear that the Club's rights to the parking spaces in the Imperial Avenue lot that adjoins the Club property result in the Imperial Avenue lot being unavailable for designated Town parking.

In 1956, the Club transferred to the Town of Westport land owned by the Club. The Club received as consideration for the transfer the following:

"When the entire area herein released to the Town has been completely filled, then an area adjoining property retained by the WOMAN'S CLUB will be prepared as a parking area and oiled by the Town of Westport, to be available at all times in perpetuity, for utilization by the WOMAN'S CLUB and which area shall contain room for not less than one hundred (100) cars."

In 1968, the Town and the Club agreed to modify the 1956 agreement.

"The TOWN hereby recognizes the right of the WOMAN'S CLUB to use for all lawful purposes and agrees to level, when feasible, that area lying between its existing parking lot and the proposed new road to the dump site.

October 22, 2024

Page 2

and

"The TOWN shall mark off one hundred (100) 8' X 18' parking spaces in the existing parking lot, if possible, and if not possible, as many 8' x 18' parking spaces as said parking lot can accommodate."

When this topic was visited many years ago, Assistant Town Attorney Bruce L. Levin took the position that the agreements did not reserve the parking exclusively for the Club. However, the language in the 1956 contract recorded in the Westport Land Records grants the Town the land and the Club 100 parking spaces "available at all times" in perpetuity. This clear language affirms the Town's contractual obligation to provide the Club with parking rights, ensuring that the spaces will be available to the Club at all times in perpetuity. Thus, others' use of the spaces is either non-existent or limited at best.

In 1968, the Club and the Town decided to amend the original contract. Nothing in the 1968 agreement says that it revokes any part of the 1956 agreement, nor does the 1968 agreement or any other agreement provide evidence that the Club deeded its parking rights owned in perpetuity back to the Town. Thus, with respect to parking, the 1968 agreement merely changes the definitive 100 parking spaces to as many spaces as the lot will accommodate. It should be noted that the number of accommodated spaces should be close to 100 spaces, as that was the consideration the Club received for giving the land to the Town. To read the agreements any other way would mean the Town paid for the land in parking spaces and then took the parking spaces away and kept the land, thus becoming unjustly enriched to the detriment of the Club.

The use of the parking spaces is not just essential but critical for the Club. By renting the Club's property for various events, the Club earns the necessary funds to carry on its charitable works. Without sufficient parking to accommodate large groups, the Club will not only lose rent but also have to limit its charitable community work, which is of utmost importance.

The Club expects the Town to adhere to its agreement to provide the Club with parking spaces per the 1956 and 1968 agreements.

The Club, through its President or her designee, would be happy to discuss the matter with the Town, as well as parking project planners.

Sincerely

Sharon M. Jones

SMJ: me

Enclosure

Cc: jtooker@westportct.gov; amoore@westportct.gov; Candice@candicesavin.com;
robin.clark_wwc@yahoo.com; jjohnson@westportct.gov; nkail@westportct.gov;
sliccione@westportct.gov; kscheeman@westportct.gov; ibloom@westportct.gov