

Notes on SRCA easements, history and issues

Suit brought by SRCA against the City of West Haven over the boardwalk and beach easements resulted in a 1992 settlement order wherein the City made certain concessions: it would clean the beach, move sand away from our pool, clear snow, pick up trash, pay for electricity, post the signs you see at each end of the SRCA portion of the walkway.

The City has lived up to most of the concessions relating to maintenance. However, enforcement of the prohibitions and curfews listed on the signs has been non-existent. The City has cited a number of reasons, lack of money, the need for a special ordinance, changes to the easement language (you can read all about it in the documents I have provided). Attempts were made to change the easement language early on, but with changes in City and the boards at West Walk, efforts were dropped.

SUMMARY OF FACTS AND ISSUES RELATING TO SRCA'S EASEMENTS

6/63

Urban Renewal Plan for Savin Rock Urban Renewal Area #1

12/17/65

City of West Haven conveyed Parcel I of the Savin Rock Urban Renewal Areas #1 to Savin Rock Housing Corp. (its successors and assigns) by Quit Claim Deed.

The City was granted the following Easements:

Easement A: A utility easement and right of way (map indicates this is located where Campbell Ave. and Beach Street were formerly located; ends where Easement A meets Easement 3 on Parcel II)

Easement A: also grants the City of West Haven "for the benefit of each and every resident of the City of West Haven, a pedestrian right of way over such portion of said Easement A as is located in that now abandoned and closed street formerly known as Beach Street."

Easement B: for constructing, maintaining and repairing [that part of what is now Altschuler Blvd. which abuts on SRCA property]

Easement C: for constructing, maintaining, operating, replacing a storm sewer line and beach erosion groin [along beach area which abuts SRCA property on the Altschuler Blvd. end.]

Easement D: grants the City of West Haven,

"for the benefit of each and every resident of the City of West Haven, the right to enter upon and use for recreational purposes each and every part of any a beach which may by reason of accretion become annexed to the area described as Easement D [SRCA beach front in front of Parcel I]" and

"the right to enter upon each and every part of such area, shown as Easement D [SRCA beach front in front of Parcel I], and each such area which may by reason of accretion become annexed to said area, shown as Easement D on said map, to maintain, care for, replenish and/or enlarge such beach, and to construct and maintain any groin or similar improvement to protect such beach from erosion and deterioration. Said enlargement shall in no event create a beach in excess of 300 feet in depth."

The Property conveyed by the deed was subject to certain restrictions, covenants and agreements the most significant of which is the following:

[SRCA] shall devote the Property to the uses specified in the Urban Renewal Plan and the Agreement [the Land Disposition Agreement dated October 29, 1964].

The foregoing restriction/covenant/agreement remains in effect until June 17, 2003 at which time it terminates

4/3/67

City of West Haven conveyed Parcel II of the Savin Rock Urban Renewal Areas #1 to First Hartford Realty Corp. (its successors and assigns) by Quit Claim Deed.

The City was granted the following Easements:

Easement 3: A utility easement . . . "Located on that portion of the now abandoned and closed street, formerly known as Beach Street, . . ."

Easement 3: also grants the City of West Haven "for the benefit of each and every resident of the City of West Haven, a right of way for pedestrian and non-motor driven vehicle use over such portion of said Easement #3 as is located in that now abandoned and closed street formerly known as Beach Street."

Easement #1 and Easement #2: grants to the City of West Haven, "for the benefit of other property of [the City] abutting these premises on the North for use as a pedestrian right of way, . . ." [map shows this to be property currently known as Edgewater Towers]

Easement #4: grants the City of West Haven,

"for the benefit of each and every resident of the City of West Haven, the right to enter upon and use for recreational purposes each and every part of the beach within a certain area bounded and described as follows [Easement D: SRCA beach front in front of Parcel I]" and "for the benefit of each and every resident of the City of West Haven, the right to enter upon and use for recreational purposes each and every part of any beach which may by reason of accretion become annexed to the area described herein as Easement #4 [SRCA beach front in front of Parcel II]" and

"the right to enter upon each and every part of such area, shown as Easement #4 [SRCA beach front in front of Parcel II], and each such area which may by reason of accretion become annexed to said area, shown as Easement #4 on said map, to maintain, care for, replenish and/or enlarge such beach, and to construct and maintain any groin or similar improvement to protect such beach from erosion and deterioration. Said enlargement shall in no event create a beach in excess of 300 feet in depth."

The Property conveyed by the deed was subject to certain restrictions, covenants and agreements the most significant of which is the following:

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- Early 1980's The City of West Haven paved the shoreline area beyond SRCA resulting in heavy, increased traffic along SRCA walkway, including bike traffic; SRCA put up signs at ends of its walkway stating "Bicycles Prohibited; City removed the signs
- 7/8/85 SRCA sued the City of West Haven seeking declaratory judgment to determine: whether Easement A excludes by its terms non-motor driven vehicles, specifically bicycles and whether Easement A can be used as a bicycle route; whether Easement A and Easement 3 are so laid out and constructed that both Easements must exclude, on grounds of practicability and inseparability, non-motor driven vehicles, and whether both Easements can legally be used as a bicycle route; whether SRCA has right to erect signs along Easement A, Easement 3 or both, prohibiting bicycle traffic; whether SRCA has a right to restrict use of Easement A, Easement 3 or both, to pedestrian traffic; and seeking injunctions prohibit the City from maintaining a bicycle route over Easement A, Easement 3 or both, etc.
- 8/6/85 SRCA and the City agreed to a temporary arrangement, pending final disposition of SRCA's case, to post signs at either end of walkway stating "No bicycles 4:30 pm to sunrise" with sign to have West Haven Police dept. on it "so public knows it's with the sanction of the City". Agreement also was intended to exclude at all times "skateboards, roller skates, vendors, mopeds, motorcycles, horses." Litigants were to discuss overall disposition and report to the court on October 6th.
- 1985-91 Case was not disposed of; administrations changed; in 1984 City constructed bike route on land to east and west of SRCA; traffic, including bikers, skaters, continued to increase

through SRCA property (at this time many non-West Haven residents were invited by the City through public announcements to come to, use West Haven shorefront); insurance liability became an issue as did beach erosion and the City's failure to maintain the beach.

9/24/91

SRCA reopened suit against the City of West Haven.

11/25/91

After a trial, SRCA and the City of West Haven entered into stipulated judgment which provided as follows:

"1. Signs shall be posted at either end of the promenade [Easement A and Easement 3] which clearly state that the use of the promenade is for pedestrians only, and prohibited from said promenade are any kind of roller skates, skateboards, vendors, mopeds, motorcycles, and horses. Bicycles shall be prohibited from 4:30 pm to sunrise. These signs shall further state that the promenade is private property and closed to public use from 10 pm to 7 am. Said signs shall also state "West Haven Police Take Notice".

"2. The City of West Haven shall agree to remove, with DEP approval, the sand behind the swimming pool.

"3. The City of West Haven shall pick up trash on the promenade, provide trash bags for the trash cans located on same, pay for the electricity and light bulbs on said promenade, and provide snow removal for said promenade.

"4. The City of West Haven shall provide a police presence for the promenade from 10 pm to 7 am on regular patrol basis, and include a foot patrol person in peak months, and at peak times.

"5. The City of West Haven shall provide liability insurance coverage for the promenade, which coverage shall be primary to any coverage provided by [SRCA]."

1991-95

Administrations changed; traffic along walkway continued to increase exponentially; the City was viewed by SRCA residents as not living up to the court settlement.

Aug./Sep. 1995 Members of SRCA had a series of meetings with the City. There was concern that the City was using as an excuse for non-enforcement of, non-compliance with, the court settlement a corporation counsel's opinion that, since the original easement failed to adequately describe the limits of use, and since the stipulation entered into by the court failed to change the easement, the City could not close the walkway unless it passed legislation to that effect and entered into a new easement with SRCA. The meetings with the City focused on writing language for a new easement to clearly limit use and to agree upon the City's enforcement and maintenance responsibilities.

10/17/95

SRCA wrote a letter to Mayor Borer outlining proposed new language for the walkway easements and included enforcement and maintenance proposals.

11/30/95

The City's corporation counsel responded to SRCA's letter, point by point. Some progress was made in that letter on agreeing to new easement language and some of SRCA's other proposals.

1995-2001

Progress on agreeing to new easement language and City's responsibilities was stalled.

July 2001

Members of SRCA met with Mayor Borer to discuss maintenance issues relating to the walkway and the beach which resulted in repaving asphalt, new signs at ends of walkway. The City also promised to fix broken concrete areas along walkway. Lighting and beach erosion were also discussed but a satisfactory conclusion on these issues was not reached.

September 10, 2002

Current

The SRCA Board has renewed efforts with the City to revise the walkway easement language and have the City assume appropriate responsibility for the maintenance and security of the walkway and beach. The Board is also addressing with the City the issue of increased traffic through SRCA's property. The Board is also examining ways SRCA can take steps to address some of these issues itself (e.g., completing the fencing project, placing large planters at the ends of the walkway, etc.) In order to better understand SRCA's rights relating to the various easements the Board is considering obtaining an outside legal opinion and is looking into the cost.

On August 27 the Board met with Robert McGrath, the City's Community Relations Officer, and presented him with a markup of SRCA's 10/17/95 letter to Mayor Borer showing how the City had responded to each of SRCA's requests at that time. The Board updated the letter with comments reflecting the current situation and proposed that this serve as the basis for renewed discussions with the City to try to resolve these long outstanding issues. McGrath was to identify who in the City would be the appropriate persons to meet with SRCA and get back to the Board with a proposal for next steps.

September 10, 2002