

RESOLUTION NO. 4058-2018

RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING PURCHASE AGREEMENT FOR A WATER LINE CONSTRUCTED IN CONJUNCTION WITH THE CASEY SUBDIVISION AND AUTHORIZING CITY MANAGER TO EXECUTE SAME AND APPROVING BUDGET AMENDMENT NO. 2018-12 AMENDING THE FY 2017/18 BUDGET TO APPROPRIATE FUNDS IN AN AMOUNT NOT TO EXCEED \$35,000 FROM ACCOUNT NO. 640-7999-0799 TO ACCOUNT NO. 610-4613-0751

WHEREAS, on February 9, 2009, the For: Bragg Planning Commission approved a four-parcel residential subdivision at 400 Ocean View Drive (Casey Subdivision); and

WHEREAS, pursuant to the approval, the applicant, Deborah Casey (Casey), extended a water line under Ocean View Drive to serve the subdivision; and

WHEREAS, the water main has sufficient capacity to serve other undeveloped properties on Ocean View Drive within the City Limits in addition to the subdivision; and

WHEREAS, developments within the City are required to connect to City water systems; and

WHEREAS, the City Council met on August 14, 2017 and November 13, 2017 to discuss the potential purchase of the water line; and

WHEREAS, funds in the amount of \$35,000 are available in the Water Enterprise Capital Reserve Fund (Account No. 640-7999-0799) for the purchase of the water line.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Fort Bragg does hereby approve Budget Amendment No. 2018-12 amending the FY 2017-18 Budget to appropriate funds in the amount not to exceed \$35,000 from Account #640-7999-0799 to Account #610-4613-0751.

BE IT FURTHER RESOLVED that the City Council of the City of Fort Bragg does hereby approve the Purchase Agreement for the water line constructed in conjunction with the Casey Subdivision as defined in Exhibit A for an amount not to exceed \$35,000 and authorizes the City Manager to execute same.

The above and foregoing Resolution was introduced by Councilmember Lee, seconded by Councilmember Turner, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 8th day of January, 2018, by the following vote:

AYES: Councilmembers Cimolino, Lee, Turner, Norvell and Mayor Peters.
NOES: None.
ABSENT: None.
ABSTAIN: None.

RECUSED: None.



LINDY PETERS
Mayor

ATTEST:



June Lemos, CMC
City Clerk

EXHIBIT A

WATER LINE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into this 8th day of January, 2018, between **Deborah Ramsey-Casey** (referred to herein as "Seller"), and the **CITY OF FORT BRAGG**, a municipal utility corporation (referred to herein as "City").

RECITALS

- A. Seller is the owner of a section of Water Line located in City of Fort Bragg right of way at Ocean View Drive serving the Casey Subdivision, more particularly described as:

AN 8 INCH WATER MAIN OF APPROXIMATELY 536 LINEAR FEET IN LENGTH, LYING WITHIN OCEAN VIEW DRIVE, FROM THE INTERSECTION OF OCEAN VIEW DRIVE AND DEL MAR DRIVE TO THE WATER METERS SERVING SNUG HARBOR SUBDIVISION AT APPROXIMATELY THE SOUTHEAST CORNER OF SNUG HARBOR PLACE AND OCEAN VIEW DRIVE WITH ALL APPURTENANCES THERETO.

- B. City desires to acquire the Water Line described above, and Seller desires to sell the Water Line to City.

NOW, THEREFORE, Seller agrees to sell and City agrees to purchase the Water Line and Water Line interests described in this agreement on the following terms and conditions:

1. PURCHASE PRICE

The total purchase price of the Water Line and Water Line interests described in Recital A, above is Thirty-Five Thousand Dollars (\$35,000.00). City shall pay the purchase price in cash or in immediately available funds as set forth below.

2. CLOSE OF THE SALE

City shall prepare a check drawn on City funds in the full amount of the Water Line purchase price within 30 days of the full execution of this Agreement, and the City Clerk shall hold the check on behalf of the parties to this Agreement. Upon delivery to the City Clerk of the fully executed and acknowledged Quit Claim Deed, the City Clerk shall deliver the check to Seller in the full amount of the Water Line Purchase price. The sale shall close within 45 days after execution of this Agreement.

3. TITLE

- A. Quit Claim Deed. Seller shall convey all of Seller's rights, title and interest to the Water Line to City by means of a duly executed and acknowledged Quit Claim Deed in the form attached hereto as Exhibit A.
- B. Further Encumbrances. Seller shall neither further encumber the Water Line in any manner, nor grant any Water Line or contract right relating to the Subject Water Line without the prior written consent of City.

4. REPRESENTATIONS AND WARRANTIES

- A. Seller hereby represents and warrants that to Seller's knowledge, there are no unrecorded legal or equitable interests in the Water Line not disclosed in writing to City.
- B. Seller hereby represents and warrants that to best of Seller's knowledge, (1) there is no material violation of law caused by the condition of or operations of the Water Line; and (2) there is no pending claim, lawsuit, agency proceeding, or other legal, quasi-legal or administrative challenge which materially concerns the Water Line, the operation of the Water Line or any condition existing thereon, and no such claim, litigation, proceeding or challenge is proposed or has been threatened by any person or entity which has not been disclosed in writing to City.
- C. Seller hereby represents and warrants that to Seller's knowledge, there are no material contracts or agreements not disclosed in writing to City including agreements with utilities, governmental authorities or real estate brokers.
- D. Seller is not a foreign person within the meaning of Internal Revenue Code Section 1445.
- E. Seller has made no representations to City regarding the condition of the Subject Water Line except those made in writing to City.

5. NOTICES

All notices pursuant to this Agreement may be personally served or may be given by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

TO CITY: June Lemos, CMC
City Clerk
416 N. Franklin St
Fort Bragg, CA 95437

TO SELLER: Deborah Ramsey-Casey
P.O. Box 213
Mendocino, CA 95460

6. SURVIVAL

The obligations set out in this Section and all covenants, representations, warranties and indemnities contained herein shall survive the close of sale of the Water Line and shall not merge with delivery of the Quit Claim Deed to City.

Seller shall indemnify, defend and hold City harmless from any liability or cost arising out of any material breach of Seller's warranties or any materially inaccurate representation by Seller in this Agreement. All representations and warranties made by Seller in this Agreement shall be correct as of the close of sale.

7. GOVERNING LAW

This Agreement between the parties shall be governed by and construed in accordance with the Laws of the State of California.

8. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

9. ASSIGNMENT

City may not assign this Agreement without Seller's prior written consent which may be withheld in Seller's sole discretion.

10. INTEGRATION

This Agreement supersedes any prior written or oral agreement between the parties. City and Seller hereby release each other from any and all rights, obligations and claims under such prior agreements. The terms of this Agreement, together with Exhibit A attached hereto, are intended by City and Seller to contain the entire agreement between the parties and as a final

expression of their agreement.

11. APPROVALS

This Agreement is subject to and contingent upon approval by the City of Fort Bragg City Council.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of City and Seller.

13. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be deemed or construed by City or Seller to create a relationship of principal and agent, partnership, joint venture or any other association between City and Seller.

15. AUTHORITY

By signing below, each signatory to this Agreement warrants and represents 1) that he/she has the authority to bind the entity for which he/she has signed; and 2) that this Agreement and all other documents delivered prior to or at close of escrow do not violate the provisions of any agreement to which Seller (or any individual signing as Seller) is a party or which affects the subject Water Line including, without limitation, any partnership agreement.

16. AMBIGUITIES

City and Seller have carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first hereinabove written.

SIGNATURES NEXT PAGE

Deborah Ramsey-Casey, Seller

CITY OF FORT BRAGG, Buyer:

By: 

12-18-17

By: _____
Linda Ruffing,
City Manager

Approved as to legal form

By: _____
Russell A. Hildebrand
City Attorney

EXHIBIT A

WATER LINE QUIT CLAIM DEED

Recording Requested by
and Return to:

City Clerk
City of Fort Bragg
416 N. Franklin St.
Fort Bragg, CA 95437

Mail tax statements to:
EXEMPT

Documentary Transfer Tax

\$ _____

____ Computed on the consideration or value of property conveyed; or

____ Computed on the consideration or value less liens or encumbrances
remaining at time of sale

WATER LINE QUITCLAIM DEED

For valuable consideration, receipt of which is acknowledged, Deborah Ramsey-Casey ("Grantor") does hereby REMISE, RELEASE AND QUITCLAIM to the City of Fort Bragg, a California Municipal Corporation ("Grantee") the real and personal property in the City of Fort Bragg, Mendocino County, California, described as:

AN 8 INCH WATER MAIN OF APPROXIMATELY 536 LINEAR FEET IN LENGTH,
LYING WITHIN OCEAN VIEW DRIVE, FROM THE INTERSECTION OF OCEAN
VIEW DRIVE AND DEL MAR DRIVE TO THE WATER METERS SERVING SNUG
HARBOR SUBDIVISION AT APPROXIMATELY THE SOUTHEAST CORNER OF
SNUG HARBOR PLACE AND OCEAN VIEW DRIVE WITH ALL APPURTENANCES
THERE TO.

Dated as of _____

GRANTOR:

Deborah Ramsey-Casey

By : _____

Deborah Ramsey-Casey

GRANTEE:

City of Fort Bragg

By: _____

Linda Ruffing, City Manager