ORDINANCE NO. 1295

AN ORDINANCE PERMITTING THE TRANSFER OF OWNERSHIP OF TOWN-OWNED PROPERTY IN EXCHANGE FOR Privately-Owned PROPERTY COMMONLY KNOWN AS THE “HEARST MILLSITE” LOCATED WITHIN THE TOWN OF SILVER CITY, ALL PURSUANT TO CHAPTER 48, SECTION 48-21 ET SEQ., OF THE TOWN OF SILVER CITY MUNICIPAL CODE.

Sponsor: Mayor Ken Ladner

WHEREAS, the Town is the owner of a certain parcel of unimproved property located outside the Town’s boundaries, more particularly described in the appended Contract, described as Appendix “A”; and

WHEREAS, Chapter 48, Section 48-23 presumes Town-owned property outside of municipal boundaries to be non-essential to municipal purpose except under specific circumstances; and

WHEREAS, based upon the recommendation of Town staff, the Town Council further finds no present or anticipated future municipal purpose for the subject property, nor any specific circumstances excepting the subject property from its characterization as “non-essential”; and

WHEREAS, the subject property is thus available for exchange pursuant to Chapter 48, Section 48-23; and

WHEREAS, ROBERT D. and REBECCA RYDESKI are the owners of a certain parcel of unimproved property located within the Town’s boundaries, commonly known as the “Hearst Millsite”, more particularly described in the appended Contract found in Appendix “A”; and

WHEREAS, the Town Council of the Town of Silver City has been advised that the two properties are of equivalent monetary value, but that gaining ownership of the subject property would be beneficial to the Town and its inhabitants as open-space or park land; and

WHEREAS, Chapter 48, Section 48-23 et seq. permits the Town to exchange real property under such terms and conditions that the Town Council deems appropriate; and
WHEREAS, because of the unique nature of the property being acquired by the Town through the mentioned exchange, the Town finds that competitive bidding is inappropriate; and

WHEREAS, the Town Council finds that such exchange of real property will be of benefit to and is necessary for the health, safety and welfare of the Town;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF SILVER CITY, GRANT COUNTY, NEW MEXICO, that:

1. The exchange of the subject properties is approved, and the Town Manager is hereby directed and authorized to execute all necessary documents to affect the mentioned transaction.

2. The Contract appended to this Ordinance noted as Appendix “A” has been executed by the Parties and is hereby ratified.

3. All public notices shall be published as required by Chapter 48 of the Town’s Municipal Code.

PASSED, ADOPTED AND APPROVED by vote of the Town Council of the Town of Silver City, Grant County, New Mexico, this 13th day of October, 2020.

TOWN OF SILVER CITY

Ken Ladner, Mayor

Attest:

Ann L. Mackie, Town Clerk
AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

This Agreement is made this 1st day of September, 2020 between the TOWN OF SILVER CITY, a New Mexico municipal corporation whose address is P.O. Box 1188, Silver City, New Mexico (the “Town”, or Party Number 1) on the one hand, and ROBERT D. RYDESKI and his wife, REBECCA RYDESKI, married individuals whose address is 10 Golf Course Drive, Silver City, New Mexico (Rydeski, or Party Number 2).

Recitals:

Whereas, the Town is the owner of a parcel of unimproved real estate located within Grant County, but outside of Town boundary limits, more particularly described by legal description and survey in Appendix “A”, incorporated herein by this reference; and,

Whereas, Rydeski is the owner of a parcel of unimproved real estate located within Grant County commonly referred to as the “Hearst Mill Site”, lying within the Town’s boundary limits, more particularly described by legal description and survey in Appendix “B”, incorporated herein by this reference; and,

Whereas, the Town desires to gain ownership of the Rydeski property for municipal purposes, and after negotiation between the Parties, Rydeski has agreed to take the Town-owned property described in Appendix “A” as full compensation for the subject property; and,

Whereas, the Town has diligently researched the respective values of the two properties and finds that the mentioned exchange of properties is an exchange of equivalently valued properties, and because of the nature of the Rydeski property and the intended uses thereof by the Town, would be significant benefit to the Town.

It is, therefore, agreed that:

1. The parties shall each transfer ownership, possession and title of the subject properties, one to the other, by statutory warranty deeds, under the terms and conditions mentioned herein.

2. The Parties understand and agree that this exchange of properties is governed by the Town’s Municipal Code, Chapter 48, Sections 48-20 et seq., including but not limited to: a formal declaration that the subject property to be transferred to Rydeski is non-essential for municipal purpose, public notice of the transaction, and the public presentation of this transaction to the Silver City Town Council for review and approval by Ordinance. Town Council approval of this exchange shall be considered a prerequisite to performance under this Agreement, and such failure shall automatically terminate this Agreement and discharge both Parties from any duty to perform.

3. Within five (5) days of the passage of the effective date of an Ordinance approving this property exchange, the Town will seek a preliminary commitment for title insurance on the property to be received by it, and within five (5) days of receipt thereof, will notify Rydeski of any defects in title. Rydeski will then have thirty (30) days to cure such defects. Failure to cure
will cause the Town to have the option of taking the property with the known defect(s), or terminating this Agreement with no further obligations to perform.

4. If Rydeski intends to seek title insurance on the property, he shall seek a preliminary commitment for title insurance within five (5) days of the effective date of the Ordinance by the Silver City Town Council approving the property exchange. Rydeski will notify the Town of any defects in title within five (5) days of receipt thereof. The Town will then have thirty (30) days to cure such defects. Failure to cure will cause Rydeski to have the option of taking the property with the known defect(s), or terminating this Agreement with no further obligations to perform.

5. Closing will occur at Grant County Title Company, Silver City, New Mexico on or before the passage of thirty (30) days from the effective date of the mentioned Ordinance of approval. The Parties may extend the time for closing upon mutual agreement. Closing costs shall be shared equally, except for the cost of title insurance, which shall be assessed against the insured party.

6. Each property is transferred “as is”, each Party having had ample opportunity to inspect the property and come to its own conclusion as to the suitability for intended purposes. No express or implied warranties are made by either Party.

7. The effective date of this Agreement shall be the date first mentioned above.

Alex C. Brown, Town Manager
Town of Silver City

Robert D. Rydeski, a.k.a Robert Rydeski

Rebecca Rydeski