



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Louisiana/New Mexico
Airports District Office

10101 Hillwood Parkway
Fort Worth, Texas 76177

February 6, 2025

Honorable Timothy Jennings
Mayor, City of Roswell
425 N. Richardson
Roswell, NM 88203

Dear Mayor Jennings:

This letter is in response to the request by the City of Roswell, for the release of 45.23 acres of airport land located in the Roswell Air Center, Roswell, Chaves County, New Mexico. This communication will evidence the intent of the Federal Aviation Administration to release the respective land from the terms of the Indenture by and through the United States of America to the City of Roswell, New Mexico.

The Louisiana/New Mexico Airports District Office (ADO) reviewed the city's request in accordance with the provisions of Federal Aviation Administration (FAA) Order 5190.6B. The affected land was originally conveyed to the city from the United States under an Instrument of Transfer dated January 24, 1968 under the Federal Property and Administrative Services Act of 1949, and the Surplus Property Act of 1944.

It was determined that the land to be released is not needed for present or foreseeable airport purposes and such release will not materially or adversely affect the use, operation, or maintenance of the airport. The city has provided the supporting documentation, and the ADO has determined a categorical exclusion environmental determination in accordance with the National Environmental Policy Act.

The land proposed for release will be purchased for \$678,500.00 (fair market value) by ARK Prefab, LLC. The property to be released will be sold for ARK Prefab, LLC for their manufacturing business. The benefit to civil aviation, as described in the application, denotes ARK Prefab, LLC will provide the city payment of \$678,500.00 which will be used to fund airport operations, maintenance and/or capital improvements.

Therefore, the City of Roswell is hereby released from its obligations incurred under various grant agreements with the United States of America to maintain as airport property land described in the enclosed property release. As part of this release, the City of Roswell, hereby agrees to provide documentation as to the use of the funds derived from the sale to the FAA no later than 30 days of said land sale for airport operations or capital improvements.

The original and one copy of the Deed of Release in final form are enclosed. Please accept by resolution of the governing body of the City, execute both copies of the Deed of Release, and return the original document to this office for our records. Retain one copy for your files. If the terms of the Property Release are not acceptable to you as stated, the Property Release offer becomes null and void after 60 days of the date of this letter.

Sincerely,

Justin Barker, Manager
Louisiana/New Mexico Airports District Office
Federal Aviation Administration
10101 Hillwood Parkway
Fort Worth, TX 76177

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, acting by and through the Director, Airports Division, Southwest Region, Federal Aviation Administration ("FAA"), Department of Transportation, under and pursuant to the powers and authority contained in 49 U.S.C. §47125, as amended by Pub. L. 112-95, Title VIII, §817, Feb 14, 2012, 126 Stat. 127, as amended by Pub. L. 115-254, Div. B, Title I, §141, Oct 5, 2018, 132 Stat. 3211, to the City of Roswell, a body politic under the laws of the State of New Mexico (the "City").

W I T N E S S E T H:

WHEREAS, the United States, acting by and through the Director, General Services Administrator, did through an indenture dated January 24, 1968, pursuant to the authority contained in the provisions of the Federal Property and Administrative Services Act of 1949, and the Surplus Property Act of 1944, as amended, and regulations and orders promulgated thereunder, party of the first part Grantor and the City of Roswell, Chaves County, New Mexico approved and adopted on January 30, 1968, which is recorded in Conveyance Book 218, at Page 301, reference being made to said Indenture the same as if fully set out herein, certain lands comprising 2,178.0242 acres more or less, located and situated in the County of Chaves, State of New Mexico, and lands constituting the airport known as Roswell Air Center.

WHEREAS, under the stated indenture, the City of Roswell for itself, its successors and assigns, assumed certain obligations and agreed to certain conditions, reservations and restrictions, all as more particularly set forth in said indenture.

WHEREAS, the Federal government has provided funding for airport improvements at Roswell Air Center, Roswell, New Mexico, which is identified on the FAA approved Airport Layout Plan (ALP), or Exhibit "A" dated January 4, 2019.

WHEREAS, all Airport property identified on the FAA approved ALP is subject to the terms, and conditions of the Airport Improvement Program (AIP) Grant Agreements, (the "AIP Grant Agreements").

WHEREAS, the City acquired 2,178.0242 acres of land by the indenture dated January 24, 1968 with federal participation under 49 U.S.C. § 47107, for airport purposes and included it on the ALP as property obligated under AIP Grant Agreements.

WHEREAS, the City seeks to release 45.23 acres of said Airport property described below clear of the restrictive indenture covenants, restrictions and right in the indenture and AIP Grant Agreements and obligations currently imposed on the airport property in order to make airport improvements at the Airport.

WHEREAS, the Authority now seeks a release of the covenants, conditions, restrictions, and obligations of the January 24, 1968, indenture and any other federal obligations associated with AIP Grant Agreements and requirements for the 45.23 acres currently within the property limits of the Roswell Air Center.

WHEREAS, the said 45.23 acres of land to be released is identified as:

45.23 acres of airport land located on the Roswell Air Center, Roswell, Chaves County, New Mexico comprising of land which are more specifically described, and referred to therein as "45.23 acres", (sometimes referred to herein collectively as the "Land to be released", situate within a portion of Section 32, Township 11 South, Range 24 East, N.M.P.M., Chaves County, State of New Mexico. Being more particularly described as follows:

Beginning at a point from which the northwest corner of said Section 32 bears N 40° 32' 06" W a distance of 2452.36 feet: thence S 89° 55' 13" E a distance of 1024.08 feet to a point on the west back-of-curb line of Earl Cummings Drive: thence along the west back-of-curb line of Earl Cummings Drive as follows: S 48° 46' 11" E a distance of 820.43 feet; thence: along a curve to the right with a Delta of 62° 35' 29". A Radius of 539.98 feet, a chord bearing S 17° 28' 27" E, a distance of 560.99 feet, and an Arc length 589.89 feet: thence N 86° 20' 05" W a distance of 517.38 feet: thence N 89° 53' 49" W a distance of 440.24 feet: thence S 53° 43' 29" W a distance of 192.05 feet: thence S 45° 13' 32" W a distance of 200.63 feet: thence S 44° 53' 30" E a distance of 69.99 feet: thence S 45° 14' 03" W a distance of 558.85 feet: thence N 44° 42' 56" W a distance of 303.97 feet: thence N 0° 12' 26" E a distance of 1525.48 feet to the point of beginning. Containing 45.23 acres, more or less.

WHEREAS, the Land to be released will be sold for no less than \$678,500 and all revenue from said sale of land will be deposited in the airport fund to be used for airport operations and maintenance in accordance with the FAA Revenue Use Policy. The benefit to civil aviation, as described in the application, states revenue gained is to be utilized for airport improvements identified on the Airport's current Capital Improvement Plan.

WHEREAS, the Director of the FAA Airports Division, Southwest Region, has determined that releasing the 45.23 acres can be granted without materially and adversely affecting the development, improvement, operation, or maintenance of the Airport, provided that the City complies with certain conditions set forth below.

WHEREAS, the undersigned has authority to execute this Deed of Release on behalf of the United States of America.

NOW, THEREFORE, in consideration of the above-expressed recitals, the United States of America, upon City of Roswell's execution of this Deed of Release, hereby agrees as follows:

Reservations and Covenants

- a) The City, as "Grantor" of any deed or deeds conveying title to the 45.23 acres, agrees to include the following provisions in each deed to the "Grantee" under the deed or deeds:
 - i. Grantor (City of Roswell) reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of the Grantee, and without interference or hindrance.
 - ii. Grantor reserves for itself the first right of refusal to the land parcel in the event of any future land sale.
 - iii. Grantor reserves unto itself, its successors and assigns for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the 45.23 acres described hereinabove, together with the right to cause said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Roswell Air Center.
 - iv. Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event any future structure or building is planned for the 45.23 acres, or in the event of any planned modification or alteration of any present or future building or structure situated on the 45.23 acres. That the City of Roswell, expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural

growth and other obstructions on the 45.23 acres to a height of not more than 100 feet above ground level; and

- v. Grantee expressly agrees for itself, its successors and assigns to prevent any use of the 45.23 acres described hereinabove which would interfere with landing or taking off of aircraft at the Roswell Air Center, or which would otherwise constitute an airport hazard.
- vi. Grantee expressly agrees for itself, its successors and assigns to prevent any use of the 45.23 acres described hereinabove for aeronautical access (through the fence).
- vii. Grantee expressly agrees for itself, its successors and assigns to prevent any land use incompatible with the operation of an airport to include the prohibition of any residential use of the 45.23 acres described hereinabove.
- viii. The aforesaid covenants and restrictions shall run with the 45.23 acres, for the benefit of the Grantor and its successors and assigns in the ownership and operation of the Roswell Air Center.

Release

The United States hereby releases the 45.23 acres from the federal obligations and assurances imposed by the Grant Agreements and the indenture, including, but not limited to, the indenture's covenants and conditions.

By its acceptance of this Deed of Release, the City covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof.

IN WITNESS WHEREOF the United States of America has caused this Deed of Release to be executed this 5th day of February, 2025.

UNITED STATES OF AMERICA

By 

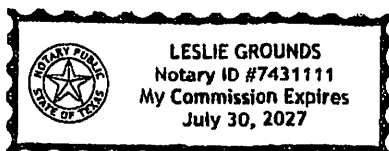
Cameron Bryan
Deputy Director, Airports Division
Southwest Region
Federal Aviation Administration
Department of Transportation

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, the undersigned authority, personally appeared Cameron Bryan
the above-named official of the Southwest Region, Federal Aviation Administration, Department of
Transportation, who acknowledged he is the official who subscribed to the foregoing instrument for the
purposes and consideration expressed in the instrument and that the same is executed as the act and deed
of the Administrator, Federal Aviation Administration, Department of Transportation, acting for and on
behalf of the United States of America.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 5th day
of February, 2025.



Leslie Grounds
Notary Public
My commission expires: 7-30-2027

ACCEPTED:
City of Roswell
By: _____

Seal:

Title

STATE OF NEW MEXICO

City of Roswell

BEFORE ME, the undersigned authority, personally appeared _____,
who acknowledged to me he is the official who subscribed the foregoing instrument while acting in the
capacity stated therein, that the same was the act of the said City of Roswell , and that he executed the
same as the act of said City of Roswell for the purposes and consideration and subject to the terms and
conditions therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ day
of _____ 2025.

Notary Public
My commission expires: _____