

COUNTY OF OTERO, NEW MEXICO  
COUNTY COMMISSION SPECIAL MEETING AGENDA  
COMMISSION CHAMBERS - Rm#253  
MONDAY, JANUARY 14, 2008 – 9:00 a.m.

Commission Chairman: Doug Moore, Commission District 1  
Commission Vice-Chairperson: Clarissa McGinn, Commission District 2  
Commission Member: Michael Nivison, Commission District 3

INVOCATION

PLEDGE OF ALLEGIANCE

“I pledge allegiance to the flag of the United States of America, and to the republic for which it stands, one nation under God, indivisible, with liberty and justice for all.”

SALUTE TO THE FLAG OF NEW MEXICO

“I salute the flag of the state of New Mexico, the zia symbol of perfect friendship among united cultures.”

NEW BUSINESS:

CONSENT AGENDA

*All items marked “CA” will be approved by a single motion, these items on the “Consent Agenda” are considered routine and should not require further discussion. Items can be removed at the request of a Commissioner, County staff, or a member of the public, removed items will be heard in the order of the numbered sequence*

- 1) Consider approval of a quitclaim deed to accept the property located at 1011 New York Ave.

ADJOURNMENT

For Information Only:

The next scheduled Otero County Commission meeting is Thursday, January 24, 2008 at 6:00 p.m.



January 11, 2008

Mr. Doug Moore  
Commission Chair  
100 New York Ave. Rm 101  
Alamogordo, New Mexico 88310  
**VIA HAND DELIVERY**

Mr. Michael Nivison  
Commissioner  
1000 New York Ave., Rm. 101  
Alamogordo, NM 88310-6935  
**VIA HAND DELIVERY**

Mrs. Clarissa McGinn  
Commission Vice-Chair  
100 New York Ave., Rm. 101  
Alamogordo, NM 88310  
**VIA HAND DELIVERY**

Dr. Martin Moore  
County Administrator  
1000 New York Ave., Rm. 101  
Alamogordo, NM 88310-6935  
**VIA HAND DELIVERY**

Mr. Ray Backstrom  
Assistant County Manager  
1000 New York Ave., Rm. 101  
Alamogordo, NM 88310-6935  
**VIA HAND DELIVERY**

Re: Task Order 2007-13, Review of the Quitclaim deed, attachments and other statutory and regulatory requirements attached to the conveyance of the Alamogordo Federal Building to the County

Lady and Gentlemen:

I am writing this letter to respond to the above referenced task order and to report on the various contingencies and requirements that the County will be obligated to assume if we accept the quitclaim deed from the Federal Government for the building. This memorandum will begin by assessing the Federal Code sections that permit donation of historic properties to local government bodies and will assess the planning, requirements and identify possible areas where our use or remodeling of the facility will be limited. To be fair, I must acknowledge the invaluable contribution of Ms. Bobbi Shearer to this project. Ms. Shearer is a contract employee here at Bryant, Schneider-Cook and her ability to be thorough, meticulous and exhaustively thorough have been critical to reaching an understanding of our responsibilities.

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## Quitclaim Deed Section IIIB- Right of Reversion

This section of the QCD reserves to the United States a right of reversion pursuant to 40 USC §550(h), as amended, which is further described in 41 C.F.R. §§ 102-75.440-485, as amended.

40 USC 550(h) provides in its entirety:

### **(h) Property for use as a historic monument.--**

#### **(1) Conveyance.--**

**(A) In general.--**Without monetary consideration to the Government, the Administrator may convey to a State, a political subdivision or instrumentality of a State, or a municipality, the right, title, and interest of the Government in and to any surplus real and related personal property that the Secretary of the Interior determines is suitable and desirable for use as a historic monument for the benefit of the public.

**(B) Recommendation by National Park System Advisory Board.--**Property may be determined to be suitable and desirable for use as a historic monument only in conformity with a recommendation by the National Park System Advisory Board established under section 3 of the Act of August 21, 1935 (16 U.S.C. 463) (known as the Historic Sites, Buildings, and Antiquities Act). Only the portion of the property that is necessary for the preservation and proper observation of the property's historic features may be determined to be suitable and desirable for use as a historic monument.

#### **(2) Revenue-producing activity.--**

(Note: this section will not be applicable to the County's ownership of this building as long as we are using the structure to house government offices, or for government related office space. Based on conversations with the Commission and management staff, it is my understanding that the intended use of this facility is not as a revenue producing facility such as a museum or other revenue producing activity.)

**(A) In general.--**The Administrator may authorize use of any property conveyed under this subsection for revenue-producing activities if the Secretary of the Interior--

(i) determines that the activities are compatible with use of the property for historic monument purposes;

(ii) approves the grantee's plan for repair, rehabilitation, restoration, and maintenance of the property;

(iii) approves the grantee's plan for financing the repair, rehabilitation, restoration, and maintenance of the property; and

(iv) examines and approves the accounting and financial procedures used by the grantee.

(B) Use of excess income.--The Secretary of the Interior may approve a grantee's financial plan only if the plan provides that the grantee shall use income exceeding the cost of repair, rehabilitation, restoration, and maintenance only for public historic preservation, park, or recreational purposes.

(C) Audits.--The Secretary of the Interior may periodically audit the records of the grantee that are directly related to the property conveyed.

(3) Deed of conveyance.--The deed of conveyance of any surplus real property disposed of under this subsection--

(A) shall provide that all of the property be used and maintained for historical monument purposes in perpetuity, and that if the property ceases to be used or maintained for historical monument purposes, all or any portion of the property shall, in its then existing condition, at the option of the Government, revert to the Government; and

(B) may contain additional terms, reservations, restrictions, and conditions the Administrator determines are necessary to safeguard the interests of the Government.

This section also requires compliance with 41 CFR Sections 102-75.440-485, which provide further explanation of Section 550(h) and are set out below:

**41 CFR §§ 102-75.440 Who must disposal agencies notify that surplus property is available for historic monument use?**

Disposal agencies must notify State and area wide clearinghouses and eligible public agencies that property that may be conveyed for use as a historic monument has been determined to be surplus. A copy of the landholding agency's Report of Excess Real Property (Standard Form 118) with accompanying schedules must be transmitted with the copy of each notice that is sent to the appropriate regional or field offices of the National Park Service (NPS) of the Department of the Interior (DOI).

**41 CFR 102-75.445 Who can convey surplus real and related personal property for historic monument use?**

A disposal agency may convey surplus real and related personal property for use as a historic monument, without monetary consideration, to any State, political subdivision, instrumentality thereof, or municipality, for the benefit of the public, provided the Secretary of the Interior has determined that the property is suitable and desirable for such use.

**102-75.450 What type of property is suitable or desirable for use as a historic monument?**

Only property conforming with the recommendation of the Advisory Board on National Parks, Historic Sites, Buildings, and Monuments shall be determined to be suitable or desirable for use as a historic monument.

**102-75.455 May historic monuments be used for revenue-producing activities?**

The disposal agency may authorize the use of historic monuments conveyed under 40 U.S.C. 550(h) or the Surplus Property Act of 1944, as amended, for revenue-producing activities, if the Secretary of the Interior—

- (a) Determines that the activities, described in the applicant's proposed program of use, are compatible with the use of the property for historic monument purposes;
- (b) Approves the grantee's plan for repair, rehabilitation, restoration, and maintenance of the property;
- (c) Approves the grantee's plan for financing the repair, rehabilitation, restoration, and maintenance of the property. DOI must not approve the plan unless it provides that all income in excess of costs of repair, rehabilitation, restoration, maintenance, and a specified reasonable profit or payment that may accrue to a lessor, sublessor, or developer in connection with the management, operation, or development of the property for revenue producing activities, is used by the grantee, lessor, sublessor, or developer, only for public historic preservation, park, or recreational purposes; and
- (d) Examines and approves the grantee's accounting and financial procedures for recording and reporting on revenue-producing activities.

**§§ 102-75.460 What information must disposal agencies furnish eligible public agencies?**

Upon request, the disposal agency must furnish eligible public agencies with adequate preliminary property information and, with the landholding agency's cooperation, provide assistance to enable public agencies to obtain adequate property information.

**§§ 102-75.465 What information must eligible public agencies interested in acquiring real property for use as a historic monument submit to the appropriate regional or field offices of the National Park Service (NPS) of the Department of the Interior (DOI)?**

Eligible public agencies must submit the original and two copies of the completed application to acquire real property for use as a historic monument to the appropriate regional or field offices of NPS, which will forward one copy of the application to the appropriate regional office of the disposal agency.

**§§ 102-75.470 What action must NPS take after an eligible public agency has submitted an application for conveyance of surplus property for use as a historic monument?**

NPS must promptly——

- (a) Submit the Secretary of the Interior's determination to the disposal agency; or
- (b) Inform the disposal agency that no such recommendation will be submitted.

**102-75.475 What happens after the disposal agency receives the Secretary of the Interior's determination for disposal of the surplus property for a historic monument and compatible revenue-producing activities?**

The head of the disposal agency or his or her designee may convey to an eligible public agency surplus property determined by the Secretary of the Interior to be suitable and desirable for use as a historic monument for the benefit of the public and for compatible revenue-producing activities subject to the provisions of 40 U.S.C. 550(h).

**§§ 102-75.480 Who has the responsibility for enforcing compliance with the terms and conditions of disposal for surplus property conveyed for use as a historic monument?**

The Secretary of the Interior has the responsibility for enforcing compliance with the terms and conditions of such a disposal. DOI is also responsible for reforming, correcting, or amending any disposal instrument; granting releases; and any action necessary for recapturing the property using the provisions of 40 U.S.C. 550(b). The actions are subject to the approval of the head of the disposal agency.

**§§ 102-75.485 What happens if property that was conveyed for use as a historic monument is revested in the United States?**

In such a case, DOI must notify the appropriate GSA Public Buildings Service (PBS) Regional Office immediately by letter when title to the historic property is to be revested in the United States for noncompliance with the terms and conditions of disposal or for other cause. The notification must cite the legal and administrative actions that DOI must take to obtain full title and possession of the property. In addition, it must include an adequate description of the property, including any improvements constructed since the original conveyance to the grantee. After receiving a statement from DOI that title to the property is proposed for revesting, GSA will review the statement and determine if title should be revested. If GSA, in consultation with DOI, determines that the property should be revested, DOI must submit a Report of Excess Real Property, Standard Form 118 to GSA. GSA will review and act upon the Standard Form 118, if acceptable. However, the grantee must provide protection and maintenance of the property until the title reverts to the Federal Government, including the period of the notice of intent to revert. Such protection and maintenance must, at a minimum, conform to the standards prescribed in the GSA Customer Guide to Real Property Disposal.

Section III(C)9 of the Quitclaim deed addresses a Cure Plan in the event that the NPS determines there has been a violation of the Historic Preservation Covenant. If the NPS (as Grantor) and Otero County (Grantee) are unable to reach a mutually acceptable cure plan, then NPS must forward all documentation relevant to the violation to the New Mexico State Historic Preservation Officer ("SHPO"). At that point, SHPO has two options. It may provide written recommendations within 60 days, which NPS "shall take into account in attempting to resolve the dispute". In the alternative, SHPO may notify and provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment pursuant to 36 CFR §800.7(c). That section provides as follows:

(c) Comments by the Council —

(1) Preparation. The Council shall provide an opportunity for the agency official, all consulting parties, and the public to provide their views within the time frame for developing its comments. Upon request of the Council, the agency official shall provide additional existing information concerning the undertaking and assist the Council in arranging an onsite inspection and an opportunity for public participation.

(2) Timing. The Council shall transmit its comments within 45 days of receipt of a request under paragraph (a)(1) or (a)(3) of this section or §§800.8(c)(3), or termination by the Council under §§800.6(b)(1)(v) or paragraph (a)(4) of this section, unless otherwise agreed to by the agency official.

(3) Transmittal. The Council shall provide its comments to the head of the agency requesting comment with copies to the agency official, the agency's Federal preservation officer, all consulting parties, and others as appropriate.

(4) Response to Council comment. The head of the agency shall take into account the Council's comments in reaching a final decision on the undertaking. Section 110(l) of the act directs that the head of the agency shall document this decision and may not delegate his or her responsibilities pursuant to section 106. Documenting the agency head's decision shall include:

- (i) Preparing a summary of the decision that contains the rationale for the decision and evidence of consideration of the Council's comments and providing it to the Council prior to approval of the undertaking;
- (ii) Providing a copy of the summary to all consulting parties; and
- (iii) Notifying the public and making the record available for public inspection.

Regardless of the content of the comments by SHPO and ACHP, Subsection (d) provides that NPS, or its statutorily authorized designee, has the sole discretion to issue a Cure Plan, which shall be binding on Otero County.

Section (e) provides that if Otero County fails to follow any Cure Plan, then NPS may invoke the reversionary clause of the Quitclaim Deed. A determination of default under this provision constitutes a final agency decision invoking the right of Reversion as defined in 5 U.S.C. §701 et seq.

Section 701 defines what agencies of the Federal Government are covered by this section, and under both the terms of this Quitclaim Deed and the Statute, NPS is a covered agency. Section 702 provides:

A person suffering legal wrong because of agency action, or adversely affected or aggrieved by agency action within the meaning of a relevant statute, is entitled to judicial review thereof. An action in a court of the United States seeking relief other than money damages and stating a claim that an agency or an officer or employee thereof acted or failed to act in an official capacity or under color of legal authority shall not be dismissed nor relief therein be denied on the ground that it is against the United States or that the United States is an indispensable party. The United States may be named as a defendant in any such action, and a judgment or decree may be entered against the United States: Provided, That any mandatory or injunctive decree shall specify the Federal officer or officers (by name or by title), and their successors in office, personally responsible for compliance. Nothing herein (1) affects other limitations on judicial review or the power or duty of the court to dismiss any action or deny relief on any other appropriate legal or equitable ground; or (2) confers authority to grant relief if any other statute that grants consent to suit expressly or impliedly forbids the relief which is sought.

Section 703 provides for the form and venue of such a judicial appellate proceeding, as follows:

#### **§§ 703. Form and venue of proceeding**

The form of proceeding for judicial review is the special statutory review proceeding relevant to the subject matter in a court specified by statute or, in the absence or inadequacy thereof, any applicable form of legal action, including actions for declaratory judgments or writs of prohibitory or mandatory injunction or habeas corpus, in a court of competent jurisdiction. If no special statutory review proceeding is applicable, the action for judicial review may be brought against the United States, the agency by its official title, or the appropriate officer. Except to the extent that prior, adequate, and exclusive opportunity for judicial review is provided by law, agency action is subject to judicial review in civil or criminal proceedings for judicial enforcement.

Section 704 provides:

#### **§§ 704. Actions reviewable**

Agency action made reviewable by statute and final agency action for which there is no other adequate remedy in a court are subject to judicial review. A preliminary, procedural, or intermediate agency action or ruling not directly reviewable is subject to review on the review of the final agency action. Except as otherwise expressly required by statute, agency action otherwise final is final for the purposes of this section whether or not there has been presented or determined an application for a declaratory order, for any form of reconsideration, or, unless the agency otherwise requires by rule and provides that the action meanwhile is inoperative, for an appeal to superior agency authority.

#### **§§ 705. Relief pending review**

When an agency finds that justice so requires, it may postpone the effective date of action taken by it, pending judicial review. On such conditions as may be required and to the extent necessary to prevent irreparable injury, the reviewing court, including the court to which a case may be taken on appeal from or on application for certiorari or other writ to a reviewing court, may issue all necessary and appropriate process to postpone the effective date of an agency action or to preserve status or rights pending conclusion of the review proceedings.

#### **§§ 706. Scope of review**

To the extent necessary to decision and when presented, the reviewing court shall decide all relevant questions of law, interpret constitutional and statutory provisions, and determine the meaning or applicability of the terms of an agency action. The reviewing court shall--

- (1) compel agency action unlawfully withheld or unreasonably delayed; and
- (2) hold unlawful and set aside agency action, findings, and conclusions found to be--
  - (A) arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with law;
  - (B) contrary to constitutional right, power, privilege, or immunity;
  - (C) in excess of statutory jurisdiction, authority, or limitations, or short of statutory

right;

(D) without observance of procedure required by law;

(E) unsupported by substantial evidence in a case subject to sections 556 and 557 of this title or otherwise reviewed on the record of an agency hearing provided by statute; or

(F) unwarranted by the facts to the extent that the facts are subject to trial de novo by the reviewing court.

In making the foregoing determinations, the court shall review the whole record or those parts of it cited by a party, and due account shall be taken of the rule of prejudicial error.

I note that under Section III(E)6- there is also a separate reversionary clause with regard to the Artwork. Since the Artwork consists of frescoes which are "a part of the historic fabric of the building" (Section III(E)1), any failure to adequately preserve and maintain the Artwork would appear to invoke the full Reversionary provisions of the Quitclaim Deed, such that the entire property would appear to be subject to Reversion in the event of any failure to preserve and maintain the Artwork. This is an important factor and the County should, within a reasonable time after acquiring the property, assess the condition of the frescoes, and obtain an expert evaluation on any necessary preservation activities. In addition, if renovation or remodeling of any part of the structure is contemplated, the plan for that renovation or remodeling should address as a priority item how to stabilize, protect and preserve the frescoes during construction activities.

In addition, we have reviewed the Program of Preservation and Utilization. This document is a planning tool that contains a host of requirements that must be satisfied if any remedial, restorative, or renovative operations are planned or contemplated for the facility. Accordingly, whomever takes administrative responsibility for the facility will need to carefully review the Program of Preservation and Utilization and be sure that they comply with the review and notice requirements contained in that document.

Another document that the quitclaim deed is conditioned on is the Secretary of the Interior's Standards for the Treatment of Historic Properties with guidelines for preserving, rehabilitating Restoring and Reconstructing Historic Buildings. This one hundred and eighty eight page document contains a host of standards, guidelines, notice requirements and suggested planning methodologies for the preservation, rehabilitation, restoration or reconstruction of historic buildings. Because the quitclaim deed is conditioned upon meeting the requirements of this document, the person taking administrative responsibility will also need to have an intimate familiarity with the document and its requirements.

The quitclaim deed is also condition on fulfillment of the commitments made in the nomination document for the Alamogordo Federal Building. That document is on file with the State Historic Preservation Office. I have obtained an electronic copy of the nomination document and have requested that those materials be included in your agenda packet. The nomination application contains a wealth of information about the building and describes in significant detail the various

features and facets of the building that qualified it for National Historic Register membership. The document is important because it serves notice on the County as a subsequent recipient of ownership of the buildings about the unique and important historical features that qualify the building for membership, and which thus, must be protected or preserved in our contemplated use of the structure.

The nomination document contains a detailed narrative description of the building, its historical significance and the various features that make it unique beginning on page 5. That portion of the nomination is particularly useful because it provides a road map to the features that registration will require the County to protect and preserve. They include the "Spanish-Pueblo Revival" architectural style. In addition, the stucco exterior, rounded edges recessed double hung windows, stepped masses, parapets, projecting vigas and canales near the corners of the building.

The nomination also recognizes that additions were made to the building in 1961 and 1986. It also recognizes that there has been remodeling and re-positioning of interior walls on both floors of the building to accommodate the changing needs for governmental offices. That information is helpful because it sends a signal that as long as we follow protocol and regulations, we should be able to alter the interior layout of the building to suit the needs of the programs that we choose to locate there.

The structure contains something on the order of eleven thousand square feet of public corridors, lobby and governmental office space and the associated mechanical features. Ownership of the building makes that square footage available to the County and the various local and state office functions for whom we are statutorily required to provide quarters.

As we begin ownership, we should note that the construction of government office space on the order of 11,000 square feet would carry with it a cost of several million dollars. Accordingly, I suggest that the consideration starts from that perspective.

To be sure, a historic building carries with it responsibilities, costs and limitations that will impinge on the County's free exercise of its decision making power to determine the kinds of uses and alterations, renovation or remodeling that we might make of the building.

It is clear from the review we have conducted, that an absolutely essential element of a successful acquisition and subsequent operation of this facility will be the decision to appoint a particular County employee to a position of Superintendent for this building. That person will need an understanding of historical properties, and will need to be able to read and accurately interpret the requirements expressed in the various exhibits to the quitclaim deed and be able to communicate well with the State and Federal agencies that we will have to coordinate those decisions with.

Finally, I should point out that we should undertake this decision from the additional perspective that once we take ownership of this property, we will be in all likelihood caring for the structure in perpetuity. As time goes on, the failure to conduct routine regular maintenance and upkeep could result in much higher cost repairs and restoration costs at a later date.

If you have any additional questions or concerns, please do not hesitate to contact me.

Very truly yours,

BRYANT, SCHNEIDER-COOK LAW FIRM



Daniel A. Bryant,  
DAB/jdb

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Ruidoso, New Mexico 88355

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USE AND DISCLOSURE OF DATA DISCUSSION DRAFT 6-28-07

This document is a working draft only with the parties reserving the right to change the draft pursuant to further negotiations. The material contained in this discussion draft does not represent any final agreement of terms between the parties herein identified but is only meant to be utilized to promote negotiations towards a final agreement. The data in this proposal shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal. This restriction does not limit the Government's right to use information contained in the data if it is obtainable from another source without restriction.

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Space Above Line Reserved For Recorder's Use

1. Title of Document: Quitclaim Deed
2. Date of Document: \_\_\_\_\_, 2008
3. Grantor(s): United States of America
4. Grantee(s): Board of County Commissioners of Otero County, New Mexico
5. Statutory Mailing Address(es):

Grantor's Mailing Address:

U.S. General Services Administration  
Real Property Disposal Division (7PR)  
819 Taylor Street, Room 8A10  
Fort Worth, TX 76102  
ATTN James Ferracci

Grantee's Mailing Address:

Board of County Commissioners  
Otero County  
1000 New York Ave., Rm 101  
Alamogordo, NM 88130  
Attn: Doug Moore, Chairman

6. Legal description: See Exhibit 1 annexed to the document.
7. Reference(s) to Book and Page(s): N/A

Note: The terms "Grantor" and "Grantee" as used in this Cover Page are for recording and indexing purposes. The instrument itself refers to the parties by the same and other designations.]

## QUITCLAIM DEED

**THIS QUITCLAIM DEED** is made this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **UNITED STATES OF AMERICA**, (hereinafter sometimes called "Grantor," or "Government") acting by and through the Administrator of General Services ("GSA") through its authorized representatives, under and pursuant to 40 U.S.C. § 550(h), as amended, and rules, orders and regulations issued pursuant thereto, 819 Taylor Street, Room 8A10, Fort Worth, TX 76102, and the **BOARD OF COUNTY COMMISSIONERS OF OTERO COUNTY**, A New Mexico body corporate and politic of the State of New Mexico (hereinafter sometimes referred to as "Grantee" or "County"), 1000 New York Avenue, Room 101, Alamogordo, New Mexico 88310.

### **I. Conveyance of the Fee Estate**

Grantor, for and in consideration of the terms, conditions, restrictions, agreements, covenants, reservations, and exceptions set forth herein, hereby bargains and quitclaims, unto Grantee, its successors and assigns, all the following described real property situated in Otero County, New Mexico, to wit:

Lots Fifteen (15), Sixteen (16) and Seventeen (17) in Block Fifty-one of the Town of Alamogordo, New Mexico, according to the Official Map or Plat thereof now on file in the office of the County Clerk of said County of Otero, New Mexico.

The above described real property is hereinafter referred to as the "Property." The building, identified as the "Federal Building, Alamogordo, New Mexico", is situated on the Property and is designated as a National Historic Monument and listed in the National Register of Historic Places.

**TO HAVE AND TO HOLD** the foregoing Property together with: (A) all title, right, interest, improvements, fixtures and appurtenances pertaining thereto, and (B) all singular rights, privileges, fixtures, interior and exterior finishes, Plexiglas panels and frescoes, and other mural artworks remaining with the Property described in that certain list attached hereto, marked Exhibit 1, and fully incorporated by reference and made a part hereof, and all other appurtenances thereunto in anywise belonging, subject to all of the terms, conditions, reservations, restrictions, notices, exceptions, covenants and agreements hereinafter contained.

### **II. Exceptions to Title**

This Quitclaim Deed is expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

- A. Any existing easements and rights-of-way of record for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, and canals on, over and across the Property, whether or not of record.

- B. Any facts, rights, interests, or claims that are not shown by the public records but that could be ascertained by a physical inspection of the Property.
- C. Any existing interest(s) of record reserved to or outstanding in the third parties in and to oil, gas and/or other minerals, whether or not of record.
- D. Any other existing interests of record reserved by any original grantor(s) in chain of title unto said grantor(s), their respective successors and assigns, which affects any portion of the Property, whether or not of record, including but not limited to the following:
  - 1. The Lease Agreement No. \_\_\_\_\_, executed contemporaneously with this Quitclaim Deed by and between the Board of County Commissioners of Otero County, and the United States of America, covering a portion of the Property as therein described, which is attached hereto as Exhibit 2, and which is hereby fully incorporated by reference and made a part hereof.
- E. Any survey discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, protrusions or overlapping of improvements of record that may affect the Property.
- F. Any general and special real estate and/or personal property taxes which may have been or which may be hereinafter assessed on the Property

**III. Historic Preservation Covenants and Agreements; Reservation of Reversion**

A. Covenants Running with Land.

Grantee, for itself and for its successors, assigns, future tenants of the Property, and any party-in-possession of the Property, or any part thereof, covenants and agrees that the Property is and forever shall be subject to the terms, conditions, agreements, covenants, restrictions, reservations, and limitations hereinafter set forth, which are all deemed covenants running with the land, and, in the event the Property is sold or otherwise disposed of, notice of these terms, conditions, agreements, covenants, limitations, reservations, and restrictions shall be inserted in all instruments of conveyance.

B. Right of Reversion.

- 1. Grantee, for itself and its successors and assigns, hereby acknowledges and agrees that the right of reversion expressly described herein (the "Reversion") is hereby reserved by Grantor pursuant to the requirements of 40 U.S.C. § 550(h), as amended, and as further described in 41 C.F.R. §§ 102-75.440-485, as amended. Further, Grantee hereby covenants to use the Property for National Historic Monument purposes only.

2. In the event the Property ceases to be used and maintained for National Historic Monument purposes in compliance with all of the terms, conditions, covenants and agreements contained in Section III.C, below, title to the Property, in its then existing condition, may, at the sole option of the Government, revert to the Government, and its designated representatives.

C. Specific Historic Preservation Terms, Conditions, Covenants and Agreements of Grantee.

1. Grantee, for itself and its successors and assigns, covenants and agrees to abide and fully comply with all terms, conditions, and agreements contained in the *Program of Preservation and Utilization* ("PPU"), attached hereto as Exhibit 3, which is fully incorporated herein by reference and made a part of this Quitclaim Deed.
2. Grantee, for itself and its successors and assigns, further covenants and agrees to use the Property in a sympathetic manner consistent with the requirements of the Historic Monuments Program with respect to the Historic Features situated on the Property as required under the terms and conditions of the PPU and the "*The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.*"
3. The structure(s) and grounds situated on the Property will be preserved and maintained in accordance with the PPU and the National Register of Historic Properties nomination documentation made in consultation with the New Mexico State Historic Preservation Officer (SHPO), Historic Preservation Division, Department of Cultural Affairs, 407 Galisteo St., Suite 236, Santa Fe, NM 87501. A copy of the nomination documentation information is attached hereto, marked Exhibit 4, and made a part of this Quitclaim Deed.
4. Detailed plans and specifications for any future work, including the roof replacement, improvements made throughout the building pursuant to the Americans with Disabilities Act (ADA), and improvements such as flooring, painting, ceiling and light fixture replacement, will be submitted to the U.S. Department of Interior, National Park Service, Intermountain Region, Heritage Partners Program (NPS) for review and approval prior to initiation of construction.
5. In addition to Section III.C.3, above, no physical or structural changes will be made to the exterior or interior of the structure(s) and grounds without prior consultation with the SHPO. In addition,

any development, alterations, or substantial repairs to the Property shall comply with the provisions of Sections III.C.1 – III.C.3, above, and any such development, alterations, or substantial repairs to the Property shall be made in consultation with the SHPO for guidance in planning the development of the Property. The SHPO will have 30 calendar days to review and comment on any proposed work. If the Grantee, its successors or assigns, and the SHPO are unable to agree on any proposed development, alterations, or substantial repairs on the Property, then Grantee, its successors or assigns, shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (ACHP) for further consultation.

6. Representatives of the New Mexico State Historic Preservation Office shall have the right to inspect the premises from time to time, upon reasonable notice, to determine whether the Grantee, its successors and assigns, are in compliance with the terms of the PPU and all other terms, conditions, covenants, and agreements contained in this Section III.
7. Biennial reports setting forth the use made of the Property during each preceding two-year period shall be filed by the Grantee with the Secretary of the Interior at National Park Service, Intermountain Region, P.O. Box 728, Santa Fe, New Mexico 87504-0728. The following reports will be filed every two years:
  - a) Financial Report. The Financial report shall include the following:
    - (i) Statement of income from all sources during the reporting period.
    - (ii) Statement of expenses classified according to the following headings:
      - (a) Repair, rehabilitation, and restoration;
      - (b) Recurring maintenance requirements; and
      - (c) Administration and operation
    - (iii) Statement of disposition of excess income.

The financial report will cover two accounting years, whether fiscal or calendar, as mutually agreed by the Grantee and NPS, and will be submitted within 90 days after the close of the accounting year.

- b) Audit Report. The audit report will consist of a report by an independent audit firm summarizing the results of the biennial audit in sufficient detail to disclose the financial position of the Grantee and the validity of the accounting procedures.

NPS shall have the right to audit such financial records, to examine such other records, and to inspect such portions of the Property as in the judgment of the Secretary of the Interior or those delegated to act on behalf of the Secretary, to be necessary to safeguard the interests of the United States.

8. In the event that Grantor, acting by and through the NPS or, if applicable, such other statutorily authorized designated representative of Grantor, makes an initial determination that there is a breach of the PPU or the other covenants and agreements contained herein (hereinafter collectively referred to as the "Historic Preservation Covenant"), Grantor shall promptly provide written notice to Grantee, and/or its successors and assigns, of such violation. After the giving of such notice, there shall be a 60-calendar-day period for the Grantor and Grantee, and/or its successors and assigns, to discuss whether a breach of the Historic Preservation Covenant has occurred, and if so, for Grantee, and/or its successors and assigns, to either cure or cause to be cured the violation or negotiate a mutually acceptable cure plan. The time for this discussion phase may be further extended by mutual agreement of Grantor and Grantee, and/or its successors and assigns. Upon receipt of any such Notice, Grantee, and/or its successors and assigns shall suspend performance of the objectionable work or activity, if and to the extent such suspension is expressly required in the Notice.
9. If no mutually acceptable cure plan is reached by Grantor and Grantee, and/or its successors and assigns, Grantor will forward all documentation relevant to the violation to the New Mexico State Historic Preservation Officer ("SHPO"). Upon receipt of the documentation, the SHPO will do the following:
- a) Provide Grantor and Grantee, and/or its successors and assigns, with written recommendations within 60 calendar days of receipt of said documentation, which Grantor shall take into account in attempting to resolve the dispute; or
- b) Notify and provide the Advisory Council on Historic Preservation (ACHP) with a reasonable opportunity to comment pursuant to 36 C.F.R. § 800.7(c). The ACHP may

provide written comments to the SHPO, Grantor, Grantee, and any Financial Party within the time frame specified in Subsection (6)(a), above.

- c) Grantor acknowledges and agrees that any and all written recommendations and comments provided by the SHPO and/or the ACHP to Grantor shall be taken into account by Grantor in accordance with 36 C.F.R. § 800.7(c)(4) with regard to the subject of the violation.
- d) Upon completion of its review of the recommendations and comments from the SHPO and/or the ACHP, Grantor, acting by and through NPS or, if applicable, such other statutorily authorized designated representative, at its sole discretion, shall thereafter have the right to issue to Grantee, and/or its successors and assigns, its cure plan, which shall be binding on Grantee, and/or its successors and assigns.
- e) Upon any subsequent failure of Grantee, and/or its successors and assigns, to fully abide with the terms and conditions of the cure plan, then, in such event but before any Reversion of the Property shall take place, Grantor, acting by and through NPS or, if applicable, such other statutorily authorized designated representative, shall make its final determination whether Grantee, and/or its successors and assigns, has breached or failed to comply with the terms of the Historic Preservation Covenant and shall provide Grantee, and/or its successors and assigns, with notice of such breach or failure to comply. A breach of or failure to comply with the Historic Preservation Covenant shall constitute a Default when Grantee either: (a) fails to cure any violation of the Historic Preservation Covenant within the agreed-upon time period, or (b) fails to complete the cure plan established under Sections III.C.6 and III.C.7.(a)-(d), above, as provided under the terms of such plan. Such determination of Default by Grantor constitutes a final agency decision invoking the right of Reversion as defined under the Administrative Procedures Act, 5 U.S.C. § 701 et seq.
- f) The responsibility for the preservation and maintenance of the Property up and to the date of the exercise of Reversion by Grantor shall remain with Grantee, its successors and assigns. In the event of damage to the Property, Grantee, its successors and assigns, shall promptly secure the Property and make the Property safe and in compliance with all

applicable laws. So long as Grantee, and/or its successors and assigns, retain the Property, in the event of damage or destruction to the Property, Grantee, its successors and assigns will use its best efforts to repair or restore the Property; provided, however, that there is no obligation to repair or restore the Property to a condition that is better than the condition of the Property as of the date the PPU is executed, and that the County's specific obligation to repair or restore is further limited to the extent County funds (including any funds made available to the County by Otero County and/or the State of New Mexico) are available.

10. These restrictions shall be binding on Grantee, its successors and assigns in perpetuity. Notwithstanding the foregoing, Grantor, by and through NPS on behalf of the Secretary of Interior, for good cause at its sole discretion, and with the prior written concurrence of the SHPO and the ACHP, may modify or terminate any or all of the foregoing restrictions upon written application of Grantee, its successors or assigns.
11. Grantee shall promptly notify NPS and the SHPO in writing of any proposed transfer of the Property and provide the potential successors or assigns an opportunity to have the NPS and the SHPO explain the terms of all covenants contained in this Quitclaim Deed to the potential transferee prior to closing.
12. The acceptance of the delivery of this Quitclaim Deed conveying title to the Property shall constitute conclusive evidence of the agreement of Grantee, for itself and its successors and assigns, to be bound by the terms, conditions, restrictions, limitations, covenants and agreements contained in this Quitclaim Deed, and to perform the obligations herein set forth.

D. Transfer Restrictions Covering the Property.

Other than as provided for in the PPU, Grantee, for itself and its successors and assigns, further covenants and agrees **it may only transfer the Property to another state, county or local governmental agency** so that the Secretary of the Interior, by and through NPS, is satisfied and assured of the continued use and maintenance of the property for historic monument purposes. The assurance of NPS must be obtained prior to the execution of any agreement and must be in writing. Grantee may, however, enter into lease agreements with any individual or entity if the lease agreement is compatible with the approved PPU, and provided the prior concurrence of NPS, is obtained in writing prior to the execution of such agreements.

E. Specific Covenants and Agreements Covering Site Specific Art.

In addition to the covenants and agreements between the parties set forth in Section III.A – III.D, above, Grantee, for itself and for its successors, assigns, future tenants of the Property, and all successors-in-interest to all or any portion of any interest in the Property, further covenants and agrees that the Property is and forever shall be subject to the terms, conditions, agreements, covenants, restrictions, reservations, and limitations hereinafter set forth in this Section III.E, below, which are all deemed covenants running with the land, and, in the event the Property is sold or otherwise disposed of, notice of these terms, conditions, agreements, covenants, limitations, reservations, and restrictions shall be inserted in all instruments of conveyance.

1. Background. The Federal Building, in Alamogordo, New Mexico contains “site specific” artwork that was commissioned from Peter Hurd to enhance the architecture of the building at the time of its construction. The artwork (“Artwork”) shall be considered as part of the historic fabric of the building and will remain in their current locations. The Artwork was completed in 1942 and is hereinafter described as follows:

Identification Number: FA453-A  
Subject /Year: *Come Sunlight After Rain to Bring Green Life Out of Earth*  
Type: Fresco  
Size: 8’6” by 5’6”

Identification Number: FA453-B  
Subject /Year: *Ven Lluvia benclita, Vena acariciar la Tierra Sedienda*  
Type: Fresco  
Size: 8’6” by 5’6”

Identification Number: FA453-C  
Subject /Year: *Yucca*  
Type: Fresco  
Size: 5’1” by 2’3”

Identification Number: FA453-D  
Subject /Year: *Sorgum*  
Type: Fresco  
Size: 5’1” by 2’3”

2. PUBLIC ACCESS: Grantee, for itself and its successors and assigns, specifically covenants and agrees to provide public access to all of the Artwork on the exterior of the building.

3. **IDENTIFICATION:** The existing plaque and heritage exhibit informational display will be retained that interpret the Artwork and were provided by GSA, and noting that the Artwork were commissioned for the people of the United States by the federal government.
  4. **CONSERVATION/MAINTENANCE:** Grantee, for itself and its successors and assigns, covenants and agrees to be responsible for the protection and maintenance of the Artwork. A copy of the January 23, 2002 *Conservation Treatment Report*, is attached hereto, marked Exhibit 5, and made a part hereof. The Artwork will be preserved and maintained in accordance with the guidelines and standards set forth in the *American Institute for the Conservation of Historic and Artistic Works (AIC)* and in "*The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings.*" In addition, the primary maintenance problem results from leaves and debris collecting behind the Plexiglas and, together with spider webs, etc., causing damage to the Artwork and creating an unsightly mess. The area around the Artwork shall be as clean as possible and be monitored for debris/dirt buildup under the Plexiglas on the fresco on a bi-annual basis. As needed, such cleaning shall be completed by a local conservator or appropriately trained personnel as described in the *Conservation Treatment Report*. It is further recommended that a local conservator remove the Plexiglas every three to five years, gently brush off the surfaces with a soft brush, clean the Plexiglas, and reinstall it. Full conservation treatment of the Artwork should be considered on a schedule of about every 15-20 years.
  5. **DEFAULT:** If Grantee, and/or its successors and assigns, fails to comply with any of the provisions of this Section III.E., such failure will constitute an event of default under the Historic Preservation Covenant under this Section III.
  6. **REVERSIONARY CLAUSE:** In the event of non-compliance with any of the terms and conditions with respect to the Artwork by Peter Hurd as noted above, the ownership of the Artwork shall, at the sole option of the Government, revert to the Government.
- F. **National Emergency Rights of Government.** Notwithstanding any other provision contained in this Section III, the Government shall have the right, during any national emergency, including any existing national emergency, to the immediate and full unrestricted use of the property conveyed without charge; provided, the Government shall bear the entire cost of maintenance of all property so used. It shall pay fair rental for use of improvements added by Grantee without Federal aid.

- G. Release of Historic Preservation Covenant. Notwithstanding the provisions contained in this Section III.A.- D., the Government may, at its sole option, release its right to enforce the Historic Preservation Covenant in the event Grantor determines, in its sole discretion, that the Property has been destroyed and/or otherwise rendered useless for National Monument Purposes by acts of God, war, terrorism, or any other circumstances.

**IV. Other Reservations of the Grantor**

- A. This quitclaim deed is expressly made subject to the following additional reservations in favor of the Government of America and its assigns:
- B. SAVE AND EXCEPT, and there is hereby reserved unto the United States of America, and its assigns, all rights and interests which have been previously reserved to the United States in the Patent(s) which cover(s) the property.

**V. CERCLA Notices, Covenants and Reservations**

- A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the Government gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.
- B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this Quitclaim Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Quitclaim Deed regarding hazardous substances located on the Property on the date of this Quitclaim Deed.
1. This covenant shall not apply:
    - a) in any case in which Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof, is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this Quitclaim Deed; OR
    - b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof, after the date of this Quitclaim Deed that either:

- (i) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this Quitclaim Deed; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
- (iii) in the case of a hazardous substance previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof, and where after such discovery, Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof, thereafter causes or exacerbates a release or threatened release of such hazardous substance.

2. In the event Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- a) the associated contamination existed prior to the date of this Quitclaim Deed; and
- b) The need to conduct any additional response action or part thereof was not the result of any act or failure to act by Grantee, its successors or assigns, or any party-in-possession of the Property, or part thereof.

C. Access. Grantor reserves a perpetual right and easement of access to all portions of the Property for environmental investigation, remedial action, response action or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to the Grantor. These rights shall be exercisable in any case in which a remedial action, response action or other corrective action is found to necessary on the Property after the date of this Quitclaim Deed, or in which access is necessary to carry out a remedial action, response action or other

corrective action on adjoining Property. Pursuant to this reservation, Grantor, and its respective officers, agents, employees, and contractors, shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out any remedial action, response action or other corrective action, as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells and treatment facilities. In addition, the State of New Mexico, by and through its agencies and agents that are authorized to execute and enforce applicable environmental statutes and regulations, shall have the right (upon reasonable notice to the record title owner) to enter upon the Property to conduct any and all actions necessary to perform their lawful duties. Any such entry, including such environmental investigation activities, remedial action, response action or other corrective action, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

- D. Non-Interference. Grantee covenants and agrees for itself, its successors and assigns and every party-in-possession of the Property, or part thereof, that any party occupying the Property shall not hinder or prevent Grantor, and its respective officers, agents, employees, and contractors, from properly constructing, upgrading, operating, maintaining, and monitoring any groundwater treatment facilities or processes, or engage in any activity that will disrupt or hinder any required investigation, remedial action, response action or other corrective action, or associated oversight activities on the Property or adjoining Property.

VI. **Specific Environmental Notices, Exceptions, Restrictions and Covenants Affecting the Property**

This Quitclaim Deed covering the Property is expressly made subject to the following environmental notices, exceptions, restrictions and covenants affecting the Property to the extent and only to the extent the same are valid and affect the Property:

A. **Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978**

Every Grantee of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Grantor of

any interest in residential real property is required to provide the Grantee with any information on lead-based paint hazards from risk assessments or inspections in the Grantor's possession and notify the Grantee of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

**B. NOTICE OF THE PRESENCE OF ASBESTOS – WARNING!**

1. The Purchaser is warned that the Property offered for sale contains asbestos containing materials (ACM). Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.
2. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (“OSHA”) and the U.S. Environmental Protection Agency (“EPA”) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined such exposure increases the risk of asbestos-related diseases, which include certain cancers that can result in disability or death.
3. Grantee was invited, urged and cautioned by Grantor to inspect the Property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. Grantee acknowledges that it was given a reasonable opportunity to inspect the Property to verify the presence of and assess the risk, if any, from ACM. The Government represents that it has provided to the County all of the reports, data, assessments, evaluations or other documents or materials that GSA has in its possession or control regarding the presence or possible presence of ACM on the Property.
4. The description of the Property, and any other information provided with respect to the Property, is based on the best information available to GSA, which it believes to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody of the

Property or any other Federal agency, shall not constitute grounds or reasons for any claim by Grantee, on behalf of itself or its successors and assigns, to the extent allowable by law, against the Government for any allowance, refund, adjustment, or reduction from the purchase price.

5. Except for the express representations and warranties contained in this Quitclaim Deed, no representations or warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or is or is not safe for a particular purpose. Grantee, for itself and its successors and assigns, and every successor-in-interest to all or any portion of the Property, acknowledges that the Government has made no other representations or warranties concerning the condition and state of repair of the Property.
6. The Government asserts that it assumes no liability for damages for personal injury, illness, disability, or death to any employee, agent, contractor, or subcontractor of Grantee, or to Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's or its successors' or assigns' or any party-in-possession's control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the Property, by Grantee, its successors or assigns, or by any employee, agent, invitee, contractor, or subcontractor of Grantee, or any other person subject to Grantee's or its successors' or assigns' or any party-in-possession's control or direction, whether Grantee, its successors or assigns, or any party-in-possession has or have warned properly or failed to warn properly the individual(s) injured. Grantee covenants and agrees to include the following provision in any subsequent lease, deed or other instrument of conveyance from the Grantee of or for all or any portion of the Property:

7. Grantee, on behalf of itself and its successors and assigns, releases, discharges, and covenants not to sue the Government, its officers and employees (in both their official and individual capacities), from and for any and all claims or causes of action Grantee may have as of the date of this Quitclaim Deed for the Property, or in the future, for costs incurred or to be incurred as part of the remediation, removal, or abatement of such ACM by Grantee, or its successors and assigns.

8. Grantee, its successors or assigns, or any party-in-possession that develops all or any portion of the Property, shall be responsible for complying with all Environmental Laws applicable to the disturbance, removal or disposal of ACM. Grantee, its successors and assigns, and any party-in-possession, shall be responsible for such compliance only during the time of their respective ownership or possession of the Property and shall not be liable for the non-compliance by any other party at any other time.

C. **ENVIRONMENTAL INDEMNITY**

Except as otherwise provided in Section V, above, Grantee further covenants and agrees for itself, its successors and assigns, and every successor-in-interest to the Property hereby conveyed, or any part thereof, to the extent allowable by law, to indemnify, protect, defend, and hold harmless, the Government, and its employees, officers, representatives, attorneys, contractors, subcontractors, and agents, from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, causes of action, damages, losses, costs, and expenses (including, without limitation, attorney fees and expenses and court costs) in any way relating to, connected with, or arising out of any remedial action, response action or other corrective action, or oversight activities concerning the release or threatened release of any hazardous substance or petroleum, and its derivatives, at, on, or from the Property after the date of this Quitclaim Deed. Such indemnification obligation shall be limited to the owner or lessee of such portion of the Property at the time the event occurs that gives rise to the indemnity obligation. This covenant shall run with the land and be included in any and all future leases, deeds or other instruments of conveyance of or for all or any portion of the Property.

D. **NOTICE OF PESTICIDES APPLICATION**

Grantee is hereby notified as follows:

1. pesticides that have been applied in the management of the Property may be found on the Property;
2. the Government knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), its implementing regulations, and according to the labeling provided with such substances; and
3. the Government believes that, in accordance with the applicable provisions of CERCLA, such application of pesticides is not a Release, but instead is a consumer product in consumer use (42 U.S.C. § 9601(9)), and is application of a pesticide product

registered under FIFRA for which recovery of response costs is not allowed (42 U.S.C. § 9607(i)).

E. **NOTICE OF 100-YEAR FLOODPLAIN**

Grantee and every successor of any interest in real property are hereby notified that the Property is located on a 100-year floodplain. Grantee, for itself and its successors and assigns, covenants and agrees to fully comply with all applicable federal, state and local laws, rule, regulations and restrictions to the extent that any portion of the Property is affected. In addition, Grantee, for itself and its successors and assigns, covenants and agrees to include this provision in any subsequent lease, deed or other instrument of conveyance from the County of or for all or any portion of the Property

VII. **Miscellaneous Covenants and Agreements of Grantee**

Grantee covenants for itself while it is in possession of the Property, and for the successors or assigns of Grantee, and every successor in interest to the Property, to abide with each of the agreements and covenants running with the land identified in this Quitclaim Deed. In addition, Grantor, and its assigns, shall be deemed a beneficiary of each of the agreements and covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the agreements and covenants in any court of competent jurisdiction. Notwithstanding the foregoing except with respect to the requirements of 42 U.S.C. 9620(h)(3), Grantor, and its assigns shall have no affirmative duty to any successor in title to this conveyance to enforce any of the agreements and covenants.

A. **Non-Discrimination Covenant.** Grantee covenants for itself, its successors, and assigns and every successor in interest to the Property hereby conveyed or any part thereof, that the said Grantee and such successors and assigns shall not discriminate upon the basis of race, color, religion, or national origin in the use, occupancy, sale, or lease of the property, or in their employment practices conducted thereon. This covenant shall not apply, however, to the lease or rental of a room or rooms within a family dwelling unit; nor shall it apply with respect to religion on premises used primarily for religious purposes. The Grantor shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdictions.

B. **As-Is / Where-Is Clause.** The Property is conveyed "**As Is**" and "**Where Is**" without any representation or warranty on the part of Grantor to make any alterations, repairs or additions. Grantee, for itself and its successors and assigns, further acknowledges that Grantor has made no representations or warranty concerning the condition and state of repair of

the Property nor has Grantor made any other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein.

**VIII. Federal Surplus Property Determination.**

The interest quitclaimed hereby has been reported to the Administrator of General Services and has been determined to be surplus for disposal pursuant to Property Act, as amended, and applicable rules, orders and regulations.

**IN WITNESS WHEREOF**, the United States of America has caused these presents to be executed this \_\_ day of \_\_\_\_\_, 2008.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

By \_\_\_\_\_  
JAMES L. FERRACCI  
Director  
Real Property Disposal Division  
Greater Southwest Region  
General Services Administration

THE STATE OF TEXAS    X  
COUNTY OF TARRANT    X

BEFORE ME, a Notary Public in and for the State of Texas, on this day personally appeared JAMES L. FERRACCI, known to me to be the person whose name is subscribed to the foregoing Quitclaim Deed, and known to me to be the Director, Real Property Disposal Division, Greater Southwest Region, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services and that he executed the same as the voluntary act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the County therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Notary Public, State of Texas

United States Department of the Interior  
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES  
REGISTRATION FORM

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If any item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer to complete all items.

1. Name of Property

historic name Alamogordo U.S. Post Office

other names/site number Alamogordo Federal Building

2. Location

street & number 1101 New York Avenue

city or town Alamogordo

state New Mexico

code NM

county Otero

code 035

zip code 88310

not for publication

vicinity

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this  nomination  request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property  meets  does not meet the National Register criteria. I recommend that this property be considered significant  nationally  statewide  locally. ( See continuation sheet for additional comments.)

Signature of certifying official

Date

State or Federal agency and bureau

In my opinion, the property  meets  does not meet the National Register criteria. ( See continuation sheet for additional comments.)

Signature of commenting or other official

Date

State or Federal agency and bureau

*Dorothy Victor*

*Acting SHPD*

*3/9/2000*

NEW MEXICO HISTORIC PRESERVATION DIVISION

4. National Park Service Certification

I hereby certify that this property is:

Signature of Keeper

Date of Action

entered in the National Register

See continuation sheet.

determined eligible for the National Register

See continuation sheet.

determined not eligible for the National Register

removed from the National Register

other, (explain:)

5. Classification

Ownership of Property  
(Check as many boxes as apply)

- private
- public-local
- public-State
- public-Federal

Category of Property  
(Check only one box)

- building(s)
- district
- site
- structure
- object

Number of Resources within Property  
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
1	0	buildings
		sites
0	1	structures
		objects
1	1	Total

Name of related multiple property listing  
(Enter "N/A" if property is not part of a multiple property listing.)

Historic U.S. Post Offices in New Mexico, 1900-1941  
The Historic and Architectural Resources of the New Deal in New Mexico

Number of contributing resources previously listed  
in the National Register

0

6. Function or Use

Historic Functions  
(Enter categories from instructions)

Cat:	Sub:
GOVERNMENT	Post Office
GOVERNMENT	Government offices

Current Functions  
(Enter categories from instructions)

Cat:	Sub:
GOVERNMENT	Government offices

7. Description

Architectural Classification  
(Enter categories from instructions)

Pueblo

Materials  
(Enter categories from instructions)

foundation CONCRETE  
 walls STUCCO  
 roof CONCRETE  
 other

Narrative Description  
(Describe the historic and current condition of the property on one or more continuation sheets.)

See Continuation Sheets pp. 5-9

8. Statement of Significance

Applicable National Register Criteria

(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

- A Property is associated with events that have made a significant contribution to the broad patterns of our history.
- B Property is associated with the lives of persons significant in our past.
- C Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.
- D Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations

(Mark "X" in all the boxes that apply.)

Property is:

- A owned by a religious institution or used for religious purposes.
- B removed from its original location.
- C a birthplace or a grave.
- D a cemetery.
- E a reconstructed building, object or structure.
- F a commemorative property.
- G less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance  
(Enter categories from instructions)

- Politics/Government
- Architecture
- Art

Period of Significance

1938-1949

Significant Dates

1938 (dedication)

Significant Person

(Complete if Criterion B is marked above)

N/A

Cultural Affiliation

N/A

Architect/Builder

- Underwood, Gilbert Stanley—Architect (Los Angeles, CA)
- Simon, Louis A.—Supervising Architect, U.S. Treasury Department
- Firth, J. J.—Contractor (Dallas, TX)
- Gilliland, J. B.—Contractor's Construction Superintendent
- Nichol, William—Government's Construction Engineer
- Hurd, Peter—Artist

Narrative Statement of Significance

(Explain the significance of the property on one or more continuation sheets.)

See Continuation Sheets pp. 10-16.

9. Major Bibliographical References

Bibliography

(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.) See Continuation Sheets pp. 17, 18

Previous documentation on file (NPS):

- preliminary determination of individual listing (36 CFR 67) has been requested
- previously listed in the National Register
- previously determined eligible by the National Register
- designated a National Historic Landmark
- recorded by Historic American Buildings Survey
- # \_\_\_\_\_
- recorded by Historic American Engineering Record
- # \_\_\_\_\_

Primary location of additional data:

- State Historic Preservation Office
- Other State agency
- Federal agency
- Local government
- University
- Other

Name of repository:

General Services Administration, Greater Southwest Region, Fort Worth, TX



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National Park ServiceNational Register of Historic Places  
Continuation SheetSection number 7 Page 5Alamogordo U.S. Post Office  
Otero County, New Mexico

## Narrative Description

The Alamogordo U.S. Post Office is an attractive, two-story Spanish-Pueblo Revival building that was built in 1938 as a combination post office and federal building. The Spanish-Pueblo Revival architectural style is revealed in the stucco-covered walls with rounded edges; the squared, stepped masses; the parapets; the projecting vigas; the canales; the recessed windows with squared timber lintels and wooden mullions; and the carved wooden doors with recessed detailing. The building was designed by Los Angeles architect Gilbert Stanley Underwood, who worked under the supervision of Louis A. Simon, Supervising Architect for the U.S. Treasury Department. The contractor was J. J. Fritch of Dallas, Texas; J. B. Gililand served as the firm's superintendent of construction. The government construction engineer was William Nichol. The structure has been enlarged twice in its history, once in 1961 and again in 1986. These additions, however, have been restricted to the rear of the building; and their design complements that of the original structure. Situated on the northwest corner of New York Avenue and Eleventh Street, the federal building occupies the corner of an area long associated with government and business functions. The Otero County Courthouse occupies the southeast corner and a bank is next door to the federal building; to the north. Green spaces, plantings, sidewalks, walls, and other landscape features characterize the site area immediately surrounding the building.

## PHYSICAL APPEARANCE

*Exterior*

The two-story, Spanish-Pueblo Revival manner Alamogordo U.S. Post Office was originally built in a T-shaped floor plan. It is constructed of masonry walls and has floors and a roof of reinforced concrete set on a concrete foundation. The exterior is stucco-covered with rounded edges and has stepped masses, parapets, projecting vigas, canales near the corners of the building, and recessed windows—many of which are topped by squared timber lintels. The entrance doors are of carved wood with recessed detailing. Windows generally display a four-over-four, double-hung configuration; however, single-light storm windows with reflective glass obscure them. The roof is flat and is constructed of concrete with gravel ballast. In 1961 and 1986, additions were added to the north and west ends, respectively, of the structure (the stem of the "T"); the 1986 addition is a contemporary interpretation of the Spanish-Pueblo Revival manner.

The building's primary elevations are the east, on New York Avenue, and the south, on Eleventh Street. The east elevation can be divided into a northern and southern portion with the northern portion differentiated by a one-story entrance portale. The entrance portale has three symmetrically spaced, large, arched openings. Each opening is graced with a carved wooden gate (center arch) or grille (side openings). The gate and grilles, installed in 1949, have recessed detailing highlighted with red, green, and yellow stains and are topped with wrought iron. Flanking each of the entry arches are small arched openings.

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Alamogordo U.S. Post Office  
Otero County, New Mexico

### Narrative Description (continued)

Wooden vigas extend from the wall along the top of the portales. The wrought iron letters above the vigas currently read, "Federal Building—Alamogordo, New Mexico," but originally read "U.S. Post Office." Set below the vigas, on either side of the center arch are circular medallions of aluminum with federal insignias. Set back from the entrance portales is the second story, which is divided by five window bays.

The doors inside the portales, on its west wall, are aligned with the central arch and serve as the primary entrance into the building. The upper half of the double, wooden doors is embellished with glass and carved wooden grilles. The wood of the door has a natural-stain finish with red, green, and yellow stains emphasizing the detailing. Above the door is a wooden grille transom. Paired windows flank the double doors. Identical, six-paneled, wooden doors are situated on the portales's north and south walls. The door on the north wall originally opened into the postmaster's office. Original wrought iron light fixtures are suspended from the latia ceiling. A modern florescent light fixture replaces the wrought iron fixture that originally hung above the central arch. The floor consists of irregular cut flagstone.

The Peter Hurd frescoes, located on the west wall, are a focal point of the portales. A large fresco surrounds the main entrance with two smaller paintings on either end of the wall. The larger fresco depicts an agricultural and herding theme. The agricultural scene, to the left of the entrance door, is of a woman hoeing and a young girl playing in the soil. The caption below the scene reads, "Come sunlight after rain to bring green life out of the earth." On the right side of the door is a fresco of an older man in a shepherding scene. Beneath this scene is a caption in Spanish which, when translated into English, reads, "Come, blessed rain, come caress the thirsty land." A bronze plaque hangs to the left of the fresco, describing the artwork, artist, and completion date. At both ends of the west wall are two frescoes that depict native vegetation. The art work on the north end of the wall portrays a yucca plant. On the south end of the wall is a painting of wild verbena. All three frescoes in the portales were completed by Hurd in 1942. Plexiglas covers serve as protection.

The southern portion of the east façade is the location of a two-story projecting mass with a one-story, square tower that extends above the northeast corner of the mass. The tower has a rectangular opening on each side and a latilla ceiling. A carved wooden balcony with multilight French doors also adorns this section of the building face and is centrally placed at the second floor level. Above the French doors is a squared timber lintel. The wall below the balcony is slightly recessed. Spaced evenly along the southern portion are three single windows. One is arranged to accommodate an interior stair and thus sits higher than the other two. Below this window is a granite cornerstone which reads:

HENRY MORGANTHAU, JR., SECRETARY OF THE TREASURY  
JAMES A. FARLEY, POSTMASTER GENERAL  
LOUIS A. SIMON, SUPERVISING ARCHITECT  
NEAL A. MELICK, SUPERVISING ENGINEER  
GILBERT STANLEY UNDERWOOD, ARCHITECT  
1938

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Alamogordo U.S. Post Office  
Otero County, New Mexico

Narrative Description (continued)

The two-story south elevation is eight window bays in length and is defined by two projecting faces. On the east corner is a one-story projecting entrance with paneled, double, wooden doors with single panes of glazing and carved wooden grilles on the upper half. Above the double doors is a carved wooden grille transom that matches the upper half of the double doors. The wood on the door and transom has a natural finish with recessed red, green, and yellow stains. Window bays on the first floor are restricted to three sets of windows west of the entrance and a single window east of the entrance. A wrought iron sconce is also located west of the projecting doorway. There are eight evenly spaced second-story windows. The western end of the elevation projects outward and the far western end steps down to a single-story mass.

The secondary—north and west—elevations primarily face enclosed courts or parking areas and are the sites of the 1961 and 1986 additions. Original sections of these elevations are less detailed than the east and south elevations. The 1961 addition is similar in design to the style of the original and is only one story in height, while the 1986 addition is two stories and is example of contemporary Spanish-Pueblo Revival design.

The original north elevation is single story and steps down at the east corner. Four single windows with squared timber lintels line the wall. Centered among these four windows is a set of paired windows with a squared timber lintel and a vertical wooden mullion. An iron ladder, leading to the rooftop, is situated between the paired windows and the single window to the east.

Extending from the northwest corner of the original building is the 1961 addition, which is recessed slightly from the original north wall and sits lower than the original building. The wall surface of the addition is stucco. At the eastern end of the addition's north wall is a brown metal door with squared timber lintel and a lantern-style light fixture located above the door. Three concrete steps with steel tube railing lead to the door. A brown cornice tops the wall.

The 1986 addition adjoins the west wall of the 1961 addition and extends north and west of the 1961 section of the building. Its massing and proportions are similar to that of the original building. The exterior is clad in stucco with rounded edges, parapets, and canales; however, the canales are restricted to the 1986 addition's west façade. Two types of windows are found on this addition: a square punched style, as well as a window style that exhibits four panes vertically stacked, recessed and angled inward on one side and squared on the other three sides. Employee/service entries are located on the east wall of the addition's northern extension and on the west wall. A loading dock door is present on the south wall; to the west of this door is a smaller, recessed door with concrete steps and steel tube railing. The north wall of the addition has no doors, windows, fixtures, or ornamentation.

The 1961 and 1986 additions conceal the northern portion of the original west façade, which originally contained windows that opened into the postal work area. The remainder of the west façade consists of a U-shaped recessed area in the center as well as the original southern portion of the 1938 building. The recessed area forms a loading dock/mechanical area. The

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Alamogordo U.S. Post Office  
Otero County, New Mexico

Narrative Description (continued)

east-side of the U-shaped recess has steps that lead to a service door on the west wall. The south side of the U-shaped recess is formed by a section of the north wall of the 1938 building. At the southeast corner are stairs that lead downward to the mechanical area, accessed through a set of double doors. Two windows are at the upper level of the wall and one window is at the lower level. A chimney rises near the southwest corner. The southern portion of the west façade (formed by the original two-story section of the 1938 building) steps down a story, revealing two windows at the second level. A radio tower has been erected in the parking lot in front of this portion of the building. The radio tower is a noncontributing structure.

A connector extends at the second level from the south wall of the 1986 addition to the opposite west wall of the original building, crossing over the loading dock. Seven two-over-one pane windows are evenly spaced across the corridor's west-side. Each window sits between stepped stucco brackets that descend from the projecting parapet.

A small lawn exists on the northern end of the east elevation along with trees and plants. The southern portion of the east elevation maintains a southwestern appearance with small trees, shrubs, and plants (including yucca plants) growing in a rock garden. A flagpole mounted on a circular concrete base sits in the rock garden near the sidewalk leading to the entrance portales. A sidewalk with plantings and shrubs borders the south elevation.

The north and west façades are bordered by a stucco-covered, concrete block wall. Paving in front of the north and west elevations provides parking and courtyard areas. On the northeast corner is an iron gate opening into a narrow courtyard. Extending from the concrete wall is an aluminum awning. The west façade contains parking and loading areas.

*Interior*

The Alamogordo U.S. Post Office's original (1938) interior consisted of the postal lobby, postal workroom and offices, other federal tenant offices, corridors, and building service areas. As the spatial needs of the post office increased, the post office abandoned the building for a newly constructed postal facility in 1961. The former postal lobby was then subdivided into four office spaces. Alterations to the lobby area, originally the most architecturally enriched of the interior spaces, have resulted in the loss or concealment of original fabric. Some features, however, are still intact.

The former postal lobby (50 feet long by 14 feet wide) stretched almost the entire length of the first floor and was entered through both the Eleventh Street and New York Avenue entrances. The Eleventh Street entrance—composed of half-light, double, wooden doors—opened into a small entry lobby which then opened into the southern end of the former postal lobby. This entry lobby retains its original quarry tile floor, the tiles of which form an octagonal circular pattern with a square tile in the center. The original wooden plank-and-viga ceiling has been removed or concealed by an acoustical tile ceiling. The walls are of painted plaster. A natural-finished, paneled, wooden door with incised green and red bands and

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Alamogordo U.S. Post Office  
Otero County, New Mexico

Narrative Description (continued)

carved detailing is situated on the west wall of the entry lobby. This door opens into one of the first floor offices. A stairhall penetrates the east wall. In the stairhall, the quarry tile floor pattern changes to a simple square pattern, and the ceiling is ornamented with vigas, planking, and a beam that separates the stairhall from the staircase. The handrails, balustrades, and newel of the staircase are of natural-finished, carved wood. Detailing, such as incised bands, diamond shapes, and rosettes with red and green stains further enhance the balustrades and newel. On the wall opposite the staircase, a wooden plank door with a vent provides access to a small storage closet.

The New York Avenue entry lobby is accessed through the exterior entry portales on the east façade. It also retains features of its original design including quarry tile floor, plaster walls, and wooden vigas and plank ceiling. Wood wainscoting on the south wall and a reception desk on the north wall, while not original, are compatible with the design of the entry lobby area. A paired, four-over-four, double-hung window is situated on the east wall just north of the entry lobby. The window is framed by natural-finished wooden trim, which is further enhanced by incised green and red hands.

When the postal service departed in 1961, the postal lobby was altered to accommodate new federal tenants. Mailboxes and teller windows were removed, and the lobby was subdivided into four smaller offices. Acoustical ceiling tile was installed, concealing the original wooden vigas and plank ceiling. The ceiling tile has since been removed; however, the floor-to-ceiling partition walls continue to inhibit full view of the ceiling. The original quarry tile floor, set in a pattern of squares with borders, has been largely obscured by carpeting. A large postal workroom originally occupied the space behind the postal lobby. Like the postal lobby, this area has been reconfigured into four offices and a mechanical room.

The remainder of the first floor is occupied by offices, corridors, and mechanical space. Changing tenant needs have resulted in the reconfiguration of many of the original offices and corridors. As a result, finishes are typically contemporary and include carpeted or vinyl tile floors, fluorescent lighting, painted plaster or drywall walls, and modern, flush, wooden doors.

The second floor, which encompasses both the original building and the 1986 addition, has also been renovated and is largely contemporary in appearance. Most of the original finishes, with the exception of wooden window bases and window sills, doors, and chair rails, have been removed or concealed. This floor currently provides office spaces for the U.S. Forest Service.

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Alamogordo U.S. Post Office  
Otero County, New Mexico

**Narrative Statement of Significance**

Overall, the Alamogordo U.S. Post Office retains a high degree of integrity in its setting, location, design, materials, workmanship, feeling, and association. While modifications have occurred, they have not impacted the building's ability to convey its historic significance as a federal building nor its architectural significance as an excellent example of a Spanish-Pueblo Revival manner public building. The building was designed by Los Angeles architect Gilbert Stanley Underwood, who worked under the direction of Louis Simon, Supervising Architect for the U.S. Treasury Department. Unlike post offices built during the same period in Deming, Portales, and Truth or Consequences, the design of the Alamogordo post office was not based on standardized plans. Additionally, its Spanish-Pueblo Revival architecture reflects a regional style appropriate to New Mexico and employed by the state government for a number of New Mexican public buildings. As one of more than 1,000 public buildings built under the auspices of the Office of the Supervising Architect of the Treasury Department during the 1930s, the Alamogordo building is an example of the government's use of federal construction projects to stimulate employment during the Depression. On a local level, the building is symbolic of the federal presence in Alamogordo and of the role the building has played in the lives of its citizens. Situated on the northwest corner of New York Avenue and Eleventh Street, the federal building occupies the corner of an area long associated with government and business functions. The building is also significant for its association with the New Deal public arts programs as its portales provided the canvas for several murals painted by prominent New Mexico artist Peter Hurd.

**ARCHITECTURE**

The Alamogordo U.S. Post Office is eligible for inclusion in the National Register of Historic Places under Criterion C as an excellent example of Spanish-Pueblo Revival designed architecture. Gilbert Stanley Underwood, a private Los Angeles architect, designed the building under the supervision of the U.S. Treasury Department. This style is revealed in the building's stucco-covered walls with rounded edges; squared, stepped masses; parapets; projecting vigas; canales; recessed windows with squared timber lintels and wooden mullions; and carved wooden doors with recessed detailing.

Of the 14 federal post offices built in New Mexico between 1900 and 1941, three were built in the Spanish-Pueblo Revival manner: the Santa Fe Post Office and Federal Building (1922), the former Carlsbad Post Office (1935), and the Alamogordo U.S. Post Office (1938). While other post offices were built in Gallup, Silver City, Deming, Portales, and Truth or Consequences, these buildings tended to be either more Spanish Colonial Revival or Classical Revival in inspiration. Alamogordo citizens and the Treasury Department both expressed an interest in using a "western Pueblo" or "Spanish style" for the design of the post office (*Alamogordo News* 22 July 1937:1 and 4 November 1937:1). Statements from U.S. Representative J. J. Dempsey, following a visit to Alamogordo in November 1937, reflected public sentiment: "I am glad, however, that plans have not yet been submitted, for I have learned today that local people want a Pueblo or Spanish style of architecture" (*Alamogordo News* 4 November 1937:1).

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## Narrative Statement of Significance (continued)

On a state level, the New Mexico State Planning Board, which first met in 1934, selected the "Spanish-Indian style" architecture as the appropriate style for public buildings. While the planning board decision did not directly apply to the construction of federal buildings, it set a standard in the state. During the meeting, one of the board members predicted, "in future development of New Mexico the usual and local type of architecture [Spanish-Indian] is bound to play an important role" (Kammer 1994:30). The decision, which came at a time when New Mexico was about to receive a deluge of New Deal monies, affected public building projects in almost every community in the state (Kammer 1994:30).

Gilbert Stanley Underwood, the architect for the Alamogordo building, was one of a number of architects across the country who were awarded commissions to design federal buildings during the 1930s. Underwood designed several other notable federal buildings including the Los Angeles Federal Courthouse, an 18-story WPA Moderne-style structure. He is also known for the rustic hotels and lodges he designed in several National Parks—Yosemite, Bryce Canyon, and Zion—during the 1920s.

## POLITICS/GOVERNMENT

The Alamogordo U.S. Post Office is eligible for inclusion in the National Register under Criterion A for its association with the federal government at the local level and with the federal construction programs designed to relieve the economic emergency of the Depression years. From 1936, when a site was selected and appropriations made for its construction, through 1949, the building provided both federal services and a federal presence in Alamogordo. It was one of seven post offices constructed in New Mexico between 1933 and 1941, a time period in which the federal government authorized emergency appropriations to alleviate nationwide unemployment. Although the economic impact of the construction of the building on the city of Alamogordo is not clear, an *Alamogordo News* article in April 1938 reported that the contractor's superintendent of construction, J. B. Gililand, hoped to employ local men throughout the contract when possible (*Alamogordo News* 28 April 1938:1).

## ART

The Alamogordo U.S. Post Office is also eligible for listing in the National Register under Criterion A for its historic association with the federal government's New Deal Public Arts program. Well-known New Mexico artist, Peter Hurd, was commissioned by the Treasury Department's Section of Fine Arts in 1940 to produce murals for the newly built federal building in Alamogordo. The resulting works, three large frescos in the entry portales, were completed two years later at a cost of \$1,450. The murals, themselves, are also eligible for the National Register under Criterion C as an

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Alamogordo U.S. Post Office  
Otero County, New Mexico

### Narrative Statement of Significance (continued)

integral part of a building that represents a significant type, period, and style of artistic expression. Fresco, a painting technique involving the application of watercolors to wet plaster, was introduced to Hurd by fellow artist Diego Rivera.

Hurd's murals drew from the imagery of the region. One portale mural depicts a yucca, and another a wild verbena. The center mural, which spans the doorway, has an agricultural and herding theme. According to the *Alamogordo News* (16 April 1942:1), Hurd's work on the Alamogordo murals attracted "much attention," including that of Peter Stackpole, associate editor of *Life* magazine, who was sent by his magazine to photograph the murals upon their completion in April 1942. Alamogordo postmistress, Mrs. Albert Burch, recalled in a *New Mexico Magazine* article in 1977 that Hurd was not a temperamental artist. She noted that while painting his frescos, Hurd not only listened to but also often followed the suggestions of local townspeople (*New Mexico Magazine* January 1977:36).

Hurd, a New Mexico native, resigned his commission at West Point Military Academy to pursue his love of painting in the early 1920s. He attended classes at the Pennsylvania Academy of Fine Arts and painted under the guidance of celebrated artist W. C. Wyeth of Chadds Ford, Pennsylvania. In addition to the Alamogordo U.S. Post Office, Hurd painted murals in the post offices in Big Spring and Dallas, Texas. Some of his other works are displayed in the Smithsonian's National Portrait Gallery, the Art Institute of Chicago, the Museum of Modern Art in New York, and the National Gallery in Edinburgh, Scotland.

The Alamogordo U.S. Post Office benefited from federal programs designed to renew national optimism and to provide jobs for the unemployed during the Depression. The development of murals, to be displayed in public buildings, was one of these programs. The first federal New Deal arts program was the Public Works of Art Project (PWAP); the PWAP, however, was intended to only provide short-term relief to unemployed artists. It ended in June 1934 but was replaced in 1935 by the Treasury Relief Art Project (TRAP) and the Federal Art Project (FAP). The latter program operated under the Works Progress Administration (WPA) and was the largest of the new government programs, providing art to state and municipal institutions and governments. Although funded by the WPA, TRAP operated under the Treasury Department and employed artists to decorate federal buildings built and administrated by that department. Under this program, artists completed 89 murals, 65 sculptures, and 10,000 easel paintings (Christ 1997).

A year before TRAP, the Treasury Department had a non-relief art program known as the Section of Painting and Sculpture. This program later evolved into the Section for Fine Arts. The new section was the program primarily responsible for the murals and sculpture found in post offices throughout the country. Its intent was to create art that reflected the themes and style of the American scene. Buildings selected for art were chosen by the section staff, who conferred with the project's architect, and then submitted proposals to the procurement division. Since about one percent of construction monies would be used for funding a building's art, projects near or at construction budget were not candidates. Commissions were awarded through regional competitions in which artists submitted anonymous sketches.

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Alamogordo U.S. Post Office  
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### Narrative Statement of Significance (continued)

Successful sketches were then submitted to the Section for Fine Arts for final approval. Between 1934 and 1943, 190 competitions yielded 850 commission (Christ 1997). In July 1939, both the Treasury Department and the Section for Fine Arts were reorganized under the new Federal Works Agency. The Federal Works Agency operated the Treasury Department's building and art program until 1943. Eight New Mexico post offices were the recipients of New Deal federal art commissions during the Depression: Alamogordo, Clovis, Deming, Gallup, Truth or Consequences, Portales, Roswell, and Raton.

### LOCAL CONTEXT

Alamogordo, the county seat of Otero County, is located in southern New Mexico in the Tularosa Basin. It was established in 1898 when the El Paso and Northwestern railroad reached the town. The railroad's owner, Charles Eddy, was instrumental in the community's founding. He planned a town with tree-lined irrigation ditches and wide thoroughfares. It was the large cottonwood trees envisioned by Eddy that gave the town its name, "alamo gordo," a Spanish term meaning "fat cottonwood" (Banks 2000).

The ranching, lumber, and railroad industries supported the community's economy into New Mexico's statehood in 1912. Healthcare also served as an important economic pursuit. The dry and favorable climate attracted individuals with respiratory ailments; this in turn spurred various physicians to set up clinics and offices in the town. Alamogordo's development, however, was slow, and by 1920 its population was just over 2,500. First the drought of 1923-1925 and soon thereafter the Depression resulted in significant economic hardships for the still young community. When at its height, the town had five banks. One of the banks failed during the drought; the remaining four held on until the Depression, when they too failed. Railroad business declined as passengers dwindled. The sawmills, however, continued to be the mainstay of the local economy (Townsend and McDonald 1999). The life of the community became almost centered around the sawmill whistles—morning, noon, and the end of the day.

While things may have seemed bleak in the 1930s, a number of important events took place in Alamogordo during the Depression. White Sand National Monument, seven miles south of Alamogordo, opened in 1934. This event added a new dimension to Alamogordo's economy, that of tourism. Roosevelt's New Deal also added to Alamogordo's economy as well as to its built environment. The Alamogordo U.S. Post Office was the largest of a number of New Deal-funded projects undertaken in the city. Smaller projects included road, water, and city park improvements, the addition of facilities and landscaping at the school for the blind, school construction, and road improvements at White Sands National Monument.

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Alamogordo U.S. Post Office  
Otero County, New Mexico

Narrative Statement of Significance (continued)

### LOCAL NEWSPAPER COVERAGE OF THE ALAMOGORDO U.S. POST OFFICE

In Washington, D.C., Representative J. J. Dempsey and Senator Carl Hatch worked together to ensure that Alamogordo received appropriations for a federal building. At the local level, the chamber of commerce worked diligently to secure the appropriation. The *Alamogordo News* reported in June 1936 that J. L. Lawson, a member of the chamber of commerce, had received a telegram from Dempsey in which Dempsey stated that he believed a federal building for Alamogordo would be authorized immediately. Lawson wired back, reiterating the need for a federal building in Alamogordo, to which Dempsey replied:

Relative to your telegram, have been advised I may select one location in New Mexico for a federal building at this time. You may say to the Commercial Club and people of Alamogordo that I am designating Alamogordo [*Alamogordo News* 4 June 1936:1].

The chamber of commerce also received a telegram from Senator Carl Hatch who reminded the citizens of his efforts and, at the same time, exercised some caution regarding final approval of appropriations:

As you know I have consistently and vigorously urged the construction of the federal building at Alamogordo. I have been assured unofficially that it will be constructed if and when funds are available. However, the appropriation bill is still in conference and until it is reported and concurred in by the House it is not certain that funds will be available. . . . Until the bill is actually enacted into law it is not definitely certain whether funds will be made available, and until official action is taken by the Treasury Department it is not definitely known where the building or buildings will be constructed. However, I feel I can also assure you that the federal building will be constructed at Alamogordo if and when funds are made available, and from all appearances the funds will be available [*Alamogordo News* 4 June 1936:1].

Although the appropriation bill had not yet been passed, on July 13, 1936, Alamogordo postmistress, Frances Burch, and Lincoln Forest Assistant Supervisor, L. A. Brisbin, began opening bid proposals for the future site of the building. According to the newspaper coverage, at least six bids were received for properties ranging in price from \$2,500 to \$10,000. Burch was to hold the bids until the proposed properties were evaluated by an inspector who would then forward his recommendations to Washington, where post office authorities would make the final decision (*Alamogordo News*:16 July 1936:1).

Citizens of Alamogordo learned on July 25, 1936, that the Treasury and Post Office departments had approved an appropriation bill for a federal building in Alamogordo. Representative Dempsey had notified the chamber of commerce and the editor of the *Alamogordo News* of the welcome developments (*Alamogordo News* 25 July 1936:1). Five days after the announcement in the newspaper, it was reported that Postal Inspector J. L. Cooper had completed his assessment of nine proposed building sites. Cooper, who worked in Denver, had spent ten days visiting and evaluating the sites.

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Alamogordo U.S. Post Office  
Otero County, New Mexico

### Narrative Statement of Significance (continued)

Before leaving, he commented to a news reporter that he had "been here so long, met so many people, and inspected so much of the locality, that he felt almost like a resident" (*Alamogordo News* 30 July 1936:1). In addition to physically assessing the properties, Cooper collected data on population figures, postal receipts, and property values and transfers. But just as importantly, Cooper sought the opinion of Alamogordo residents, and though their answers varied, he determined that most of the citizens of Alamogordo preferred a site that was identified in the paper as being located "from the laundry to the filling station on the corner." Residents favored the site because it "harmonized with the setting of our public buildings, was near to the center of the business district as well as close to the center of the population" (*Alamogordo News* 30 July 1936:1). Ironically, however, the owners of these properties offered no proposals for the sale of the land.

Not until October 29, 1936, was it announced that the Treasury-Post Office interdepartmental committee had chosen the property at New York Avenue and Eleventh Street. The *Alamogordo News* reported that "the joint Treasury-Post Office Committee accepted Wednesday the proposal of Mrs. L. M. Arnold for a site 150x150 feet at a price of \$2500" (*Alamogordo News* 29 October 1936:1).

Two months later, Representative Dempsey, prior to a trip to Washington, assured the public that he would investigate the progress of federal building project (*Alamogordo News* 17 December 1936:1). Soon after Dempsey's statements it was reported that the former owner of the property, Mrs. Davis, had received word that a government engineer would soon arrive to inspect the building site (*Alamogordo News* 24 December 1936:1). Engineer C. E. Davis arrived in Alamogordo soon after the New Year's holiday. During his visit he told the local paper that he would be determining local wage scales of all types of building craftsmen as well as identifying building materials produced locally that might be used in construction (*Alamogordo News* 7 January 1937:1).

Several months passed with no word regarding the progress of the building plans. Attorney J. L. Lawson inquired with the Office of Procurement in Washington and received a reply stating that "some delay had been experienced in getting the federal building at Alamogordo started" (*Alamogordo News* 22 July 1937:1). The difficulties apparently stemmed from an effort to produce architectural plans in harmony with western architecture, to which the *Alamogordo News* replied, "Whatever that may mean" (*Alamogordo News* 22 July 1937:1).

The plans, which were expected in September, had yet to arrive by early November. This surprised Representative J. J. Dempsey who was passing through Alamogordo at the time. In a comment to the *Alamogordo News* (4 November 1937:1), Dempsey said, "I am glad, however, that the plans have not yet been drawn and submitted, for I have learned today that local people want a Pueblo or Spanish style of architecture." Ironically, specifications must have been near completion as it was announced on November 18 that bids were being accepted for construction of the building (*Alamogordo News* 18 November 1937:1).

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Section number 8 Page 16

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Alamogordo U.S. Post Office  
Otero County, New Mexico

Narrative Statement of Significance (continued)

In early 1938 the *Alamogordo News* ran several conflicting articles about the awarding of the contract for the construction of the building. According to a January article, the construction firm of "J. P. Fritch" had been unofficially selected as the contractor for the federal building. The firm, which was from Dallas, had been the low bidder (*Alamogordo News* 6 January 1938:1). Just over a month later, however, the paper reported that the contract had been re-awarded to the second lowest bid when the low bidder requested to be relieved from the contract (*Alamogordo News* 17 February 1938:1). The second lowest bid was reported to be that of "J. J. Frisch" of Dallas. Obviously, there seemed to be different stories as to how J. J. Fritch had been selected as the contractor, as well as confusion concerning the correct spelling of the firm's name.

On April 7, 1938, the *Alamogordo News* reported that work on the federal building was scheduled to begin within the next few days. Both the government construction engineer, William Nichol, and the contractor, J. J. Fritch, had arrived and were in the process of making arrangements to begin the project, which was expected to be completed within a year. Shortly after, work was proceeding rapidly according to J. B. Gililand, the contractor's superintendent of construction (*Alamogordo News* 28 May 1938). Excavation work was reportedly complete and poured concrete walls would be in place within the next week.

On August 11, 1938, plans were finalized for the August 13 dedication of the new federal building. According to the *Alamogordo News* (11 August 1938:1), "Mrs. Frances Burch, Alamogordo postmistress, this week has completed plans for ceremonies surrounding the laying of the cornerstone in and the dedication of Alamogordo's federal building, which is nearing completion." Plans for the ceremonies were reported to include addresses by Mayor C. F. Loggains and Postmistress Burch. Representative J. J. Dempsey, who had been invited to attend, was to be given the honor of laying the cornerstone.

Actual occupation of the federal building by tenant federal agencies did not occur until December 28, when the Forest Service, the Border Patrol, and other agencies moved into the building. The post office, however, was not scheduled to occupy the building until January 3, 1939, according to the *Alamogordo News* (22 December 1938:1).

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Alamogordo U.S. Post Office  
Otero County, New Mexico

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Otero County, New Mexico

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**Alamogordo U.S. Post Office  
Otero County, New Mexico**

**Verbal Boundary Description**

Lots 16 and 17, Block 51, Alamogordo, New Mexico.

**Boundary Justification**

This boundary contains all property historically associated with the Alamogordo U.S. Post Office..

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Alamogordo U.S. Post Office  
Otero County, New Mexico

**Photographs**

1. Alamogordo U.S. Post Office
2. Alamogordo, New Mexico
3. Marsha Prior
4. October 18, 1999
5. Geo-Marine, Inc., Plano, Texas
6. East elevation
7. Photo 1

Item numbers 1-5 are the same for all photographs. Item numbers 6 and 7 are listed below for each photograph.

6. South elevation, looking southwest
7. Photo 2

6. Western corner of south elevation
7. Photo 3

6. North elevation, where original elevation meets additions
7. Photo 4

6. West elevation, 1986 addition
7. Photo 5

6. East elevation
7. Photo 6

6. Lighting fixture, portale entrance
7. Photo 7

6. Mural and east entrance door, portale entrance
7. Photo 8

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Alamogordo U.S. Post Office  
Otero County, New Mexico

### Photographs (continued)

6. Stairhall, south entrance lobby  
7. Photo 9

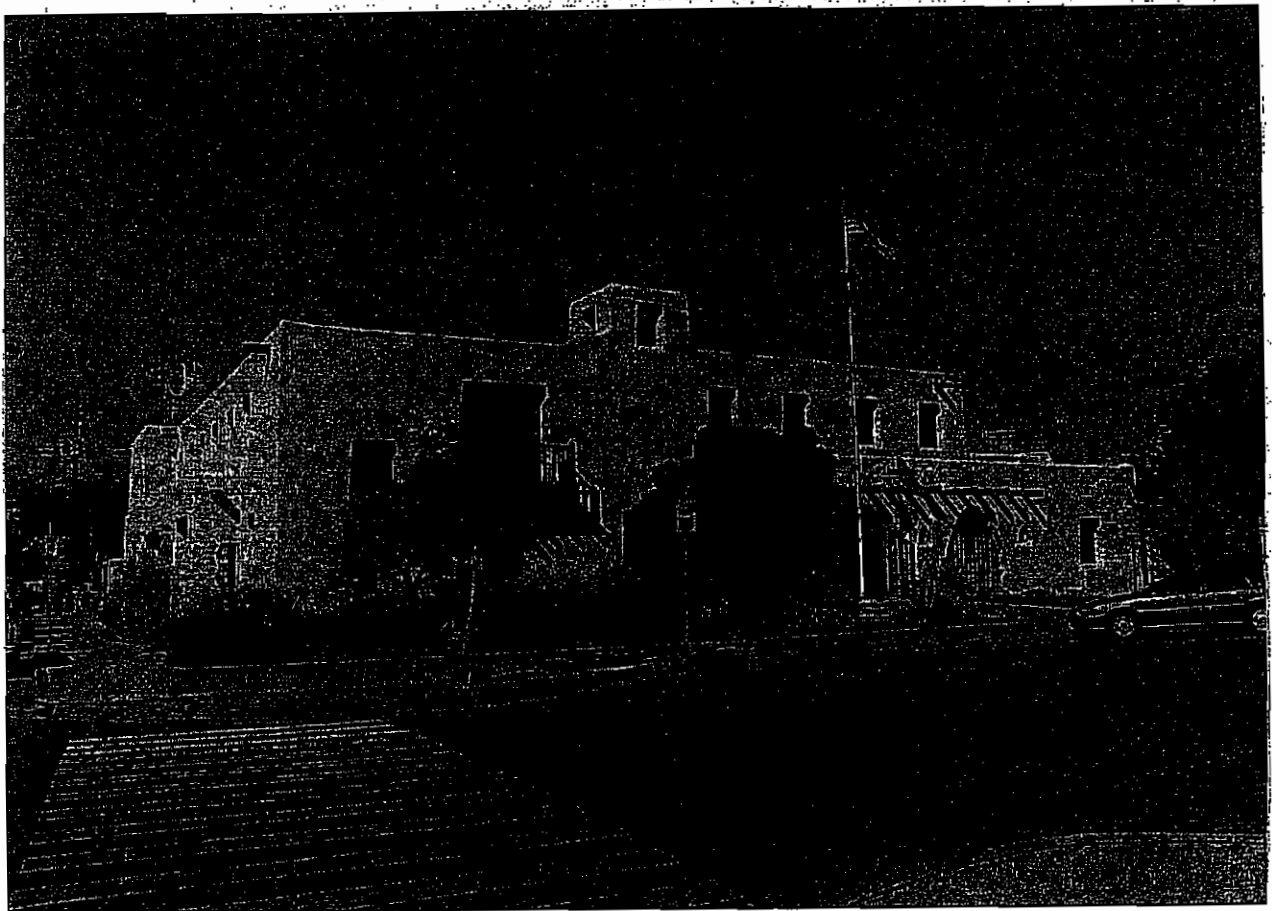
6. Lobby, east entrance  
7. Photo 10

6. Plank and viga ceiling  
7. Photo 11

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# National Register of Historic Places Continuation Sheet

Alamogordo Federal Building  
Photo 1



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# National Register of Historic Places Continuation Sheet

Alamogordo Federal Building  
Photo 2



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# National Register of Historic Places Continuation Sheet

Alamogordo Federal Building  
Photo 3



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## National Register of Historic Places Continuation Sheet

Alamogordo Federal Building

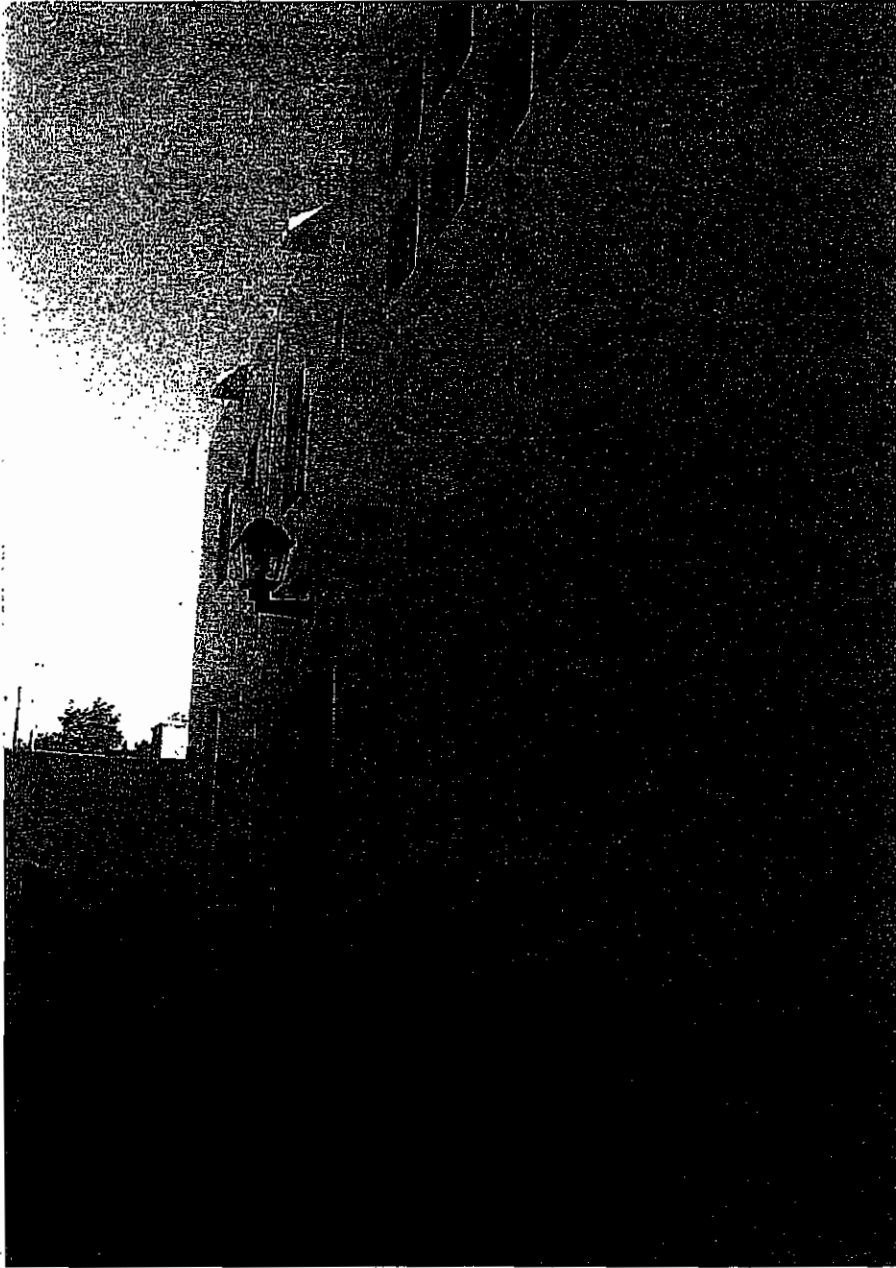
Photo 4



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# National Register of Historic Places Continuation Sheet

Alamogordo Federal Building  
Photo 5

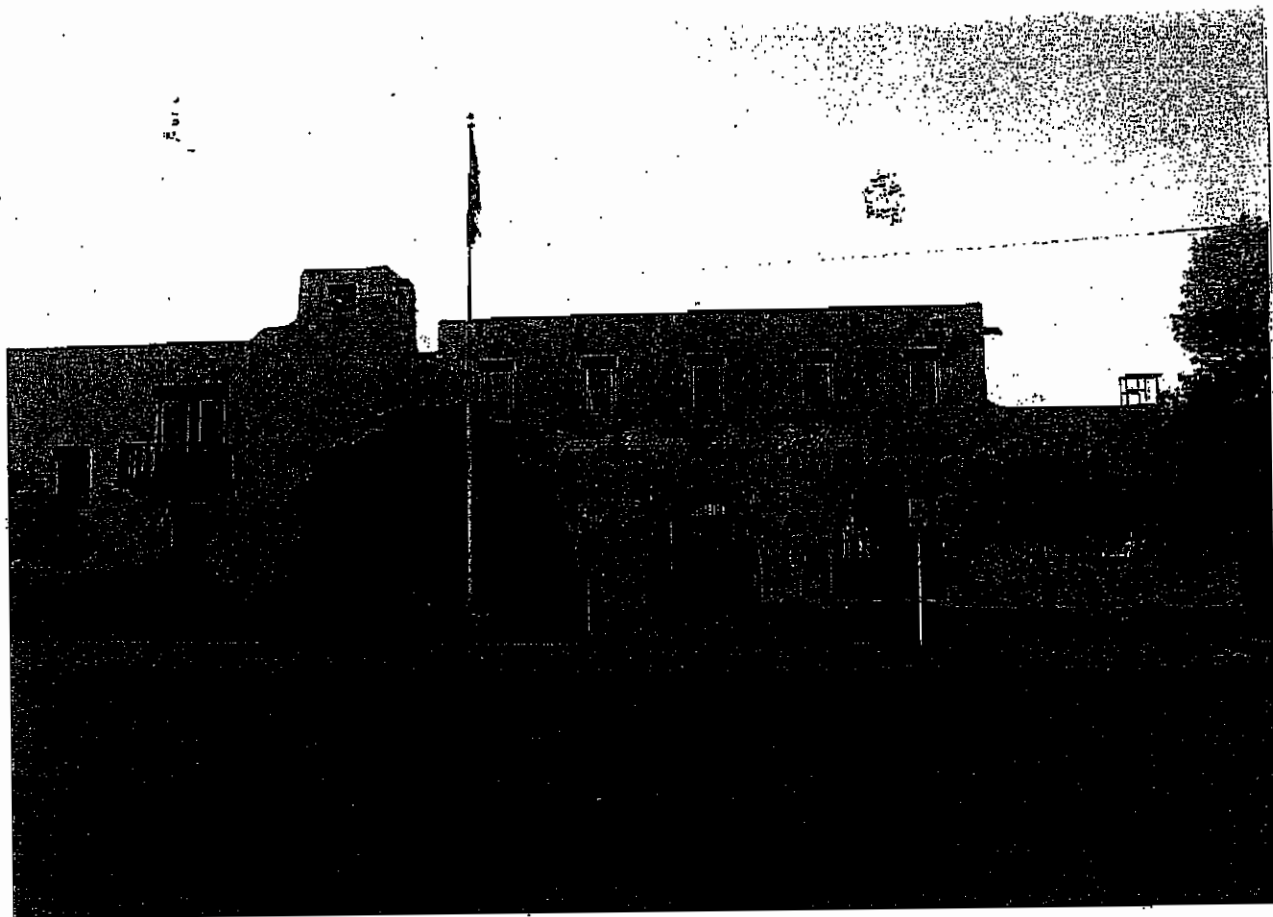


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Alamogordo Federal Building

Photo 6



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# National Register of Historic Places Continuation Sheet

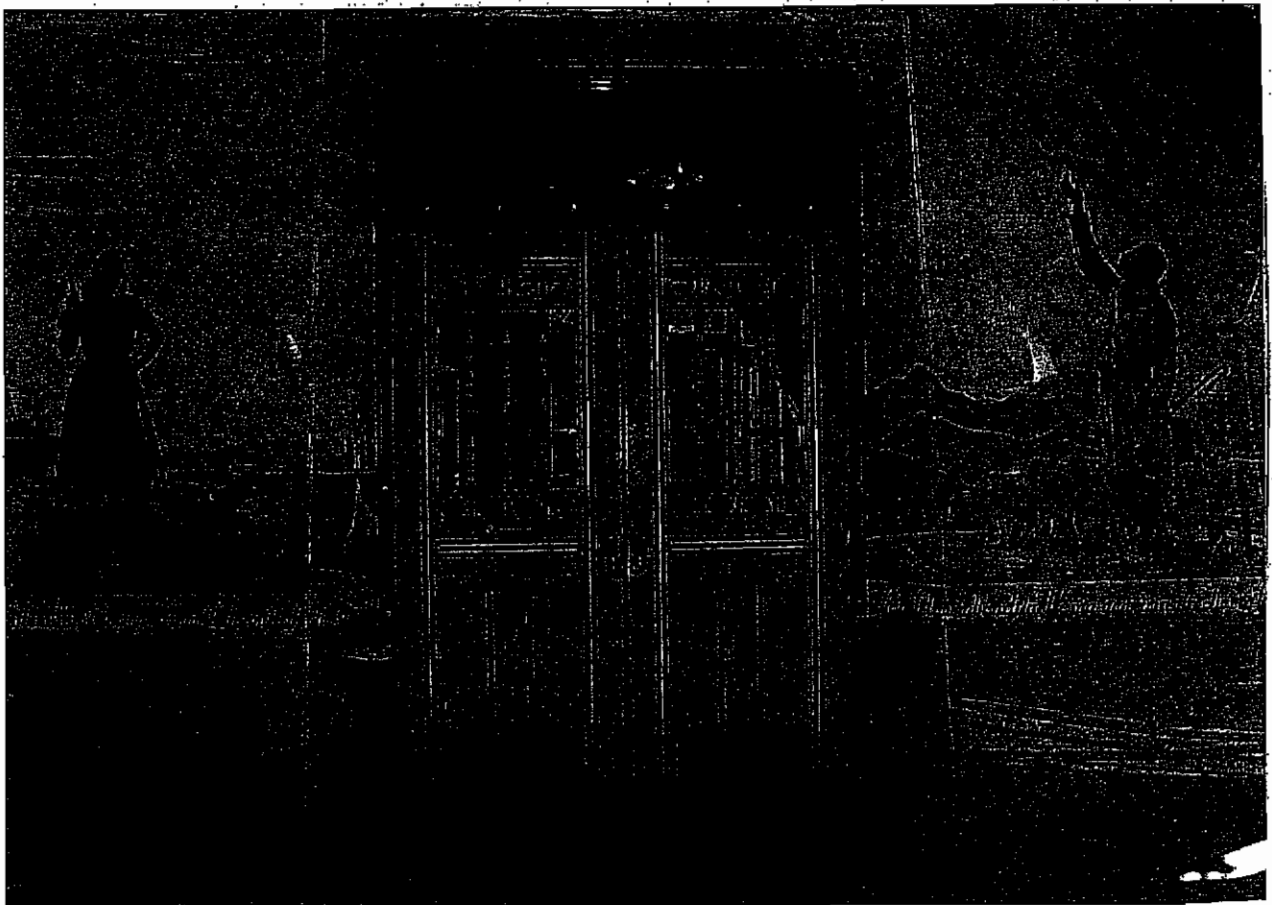
Alamogordo Federal Building  
Photo 7



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# National Register of Historic Places Continuation Sheet

Alamogordo Federal Building  
Photo 8



United States Department of the Interior  
National Park Service

# National Register of Historic Places Continuation Sheet

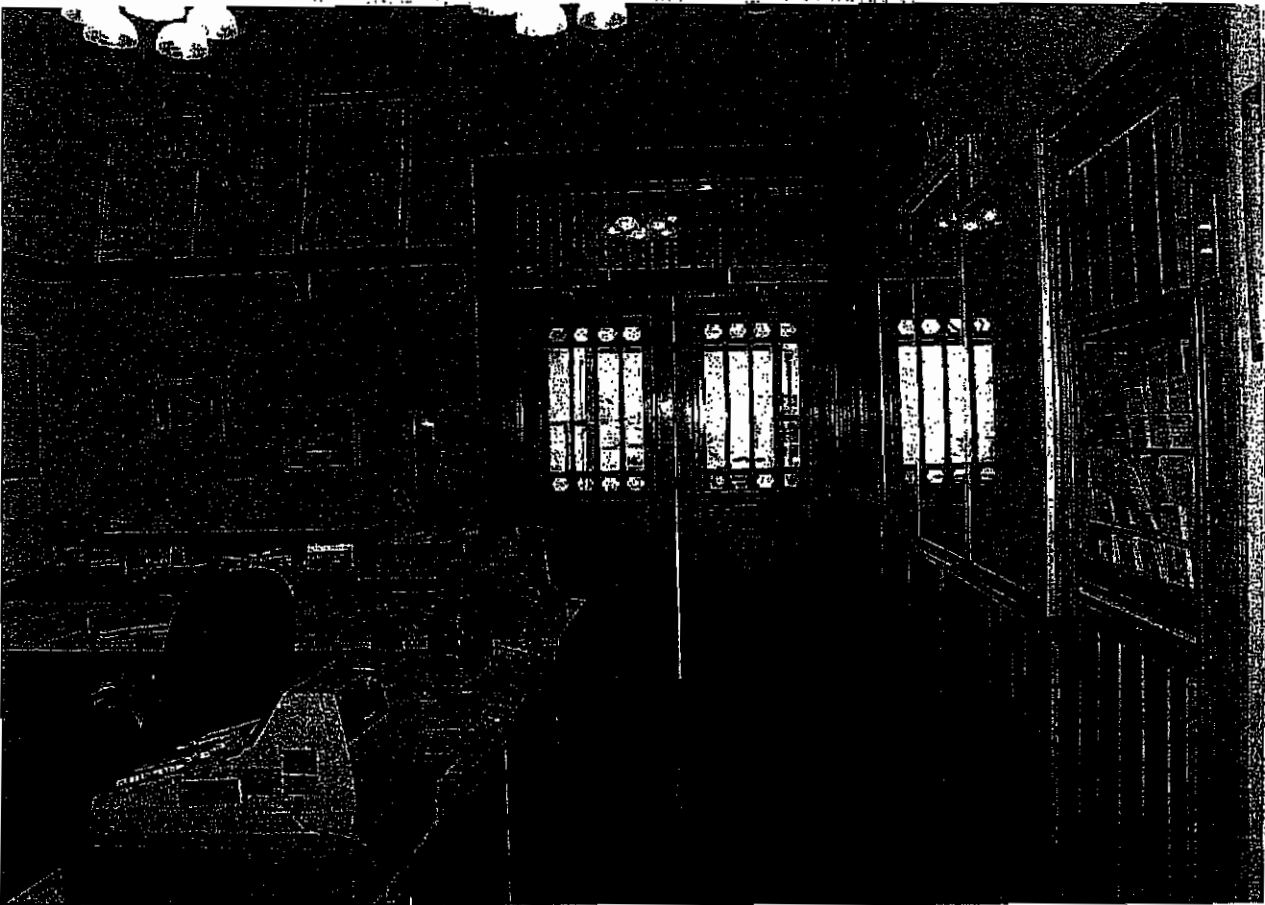
Alamogordo Federal Building  
Photo 9



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## National Register of Historic Places Continuation Sheet

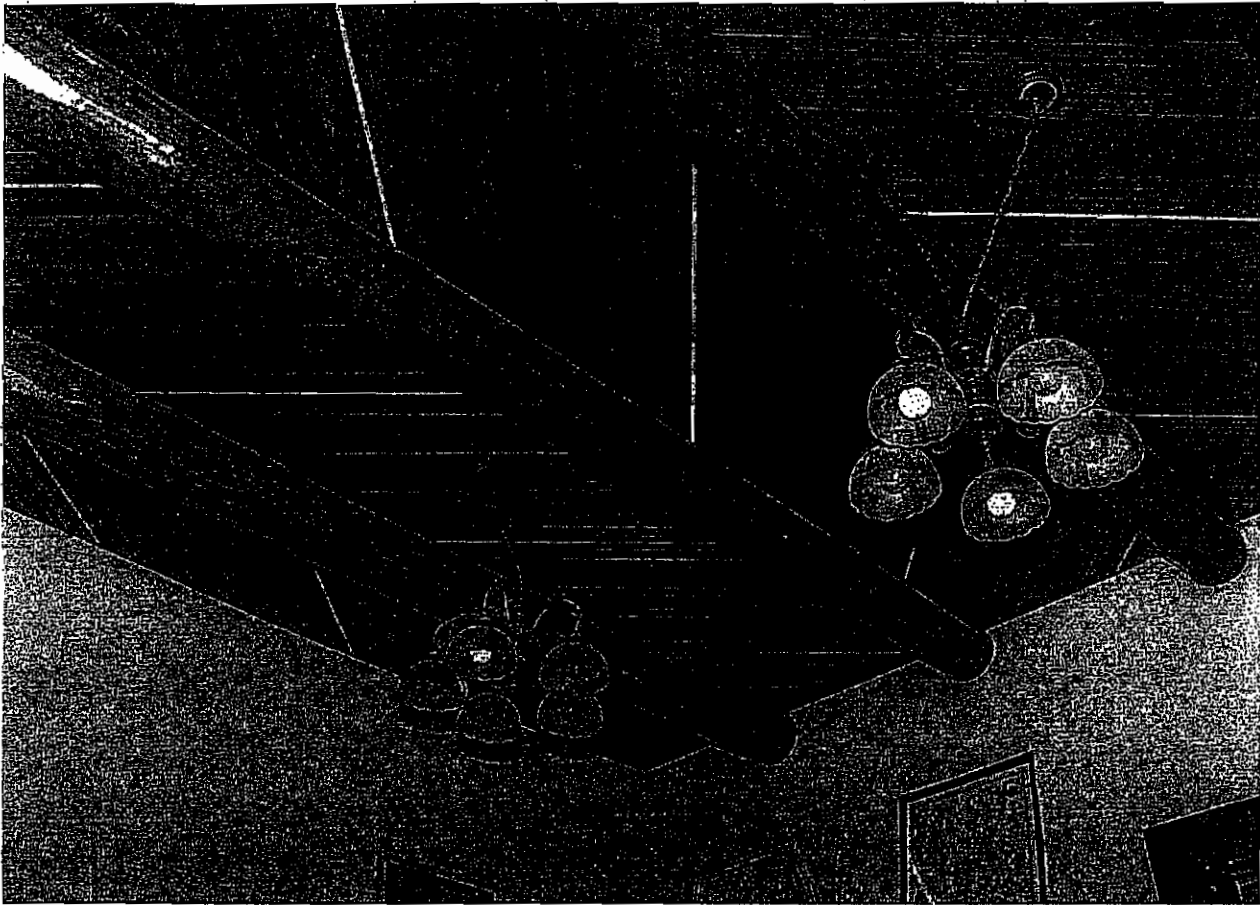
Alamogordo Federal Building  
Photo 10

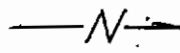
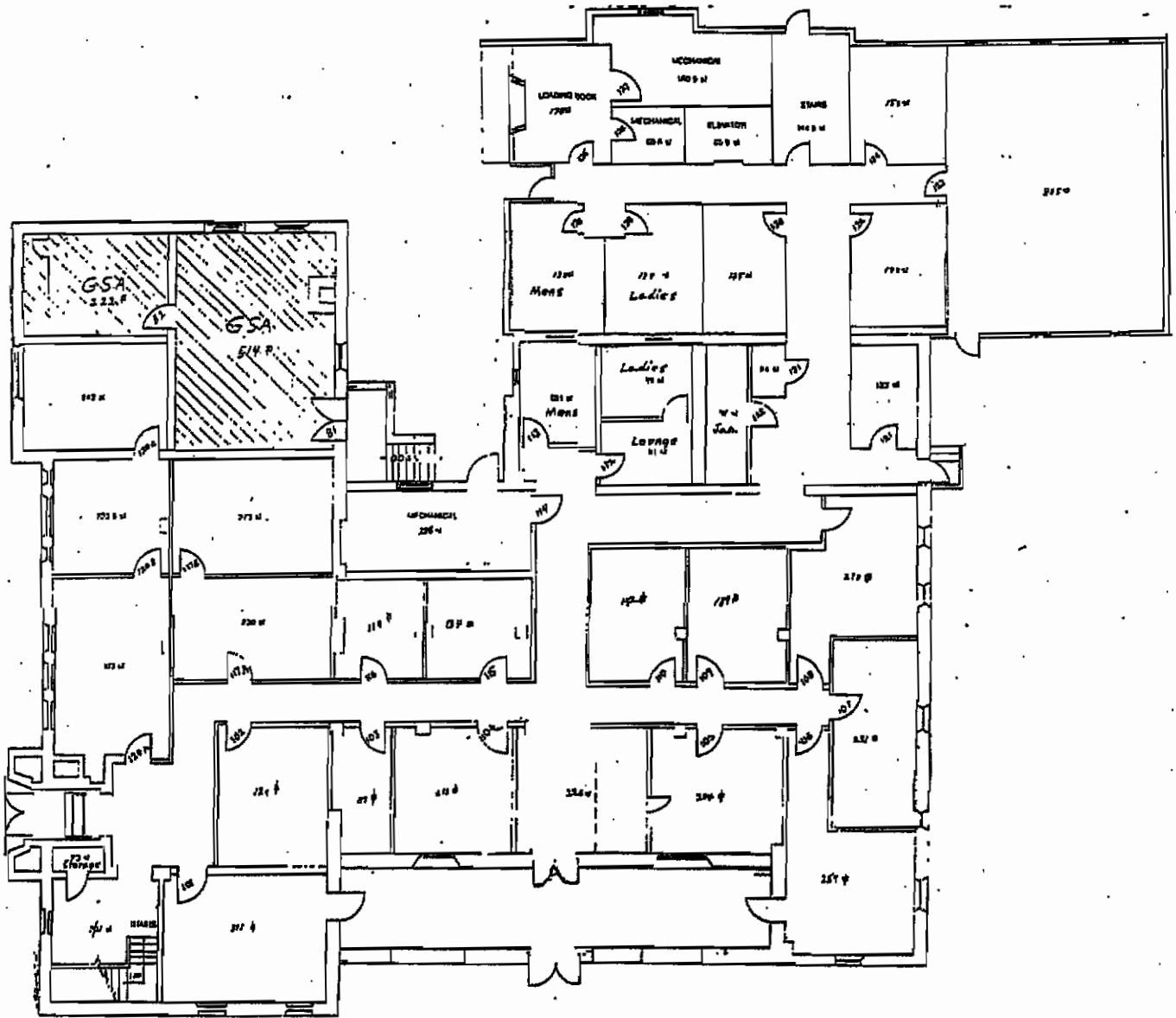


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# National Register of Historic Places Continuation Sheet

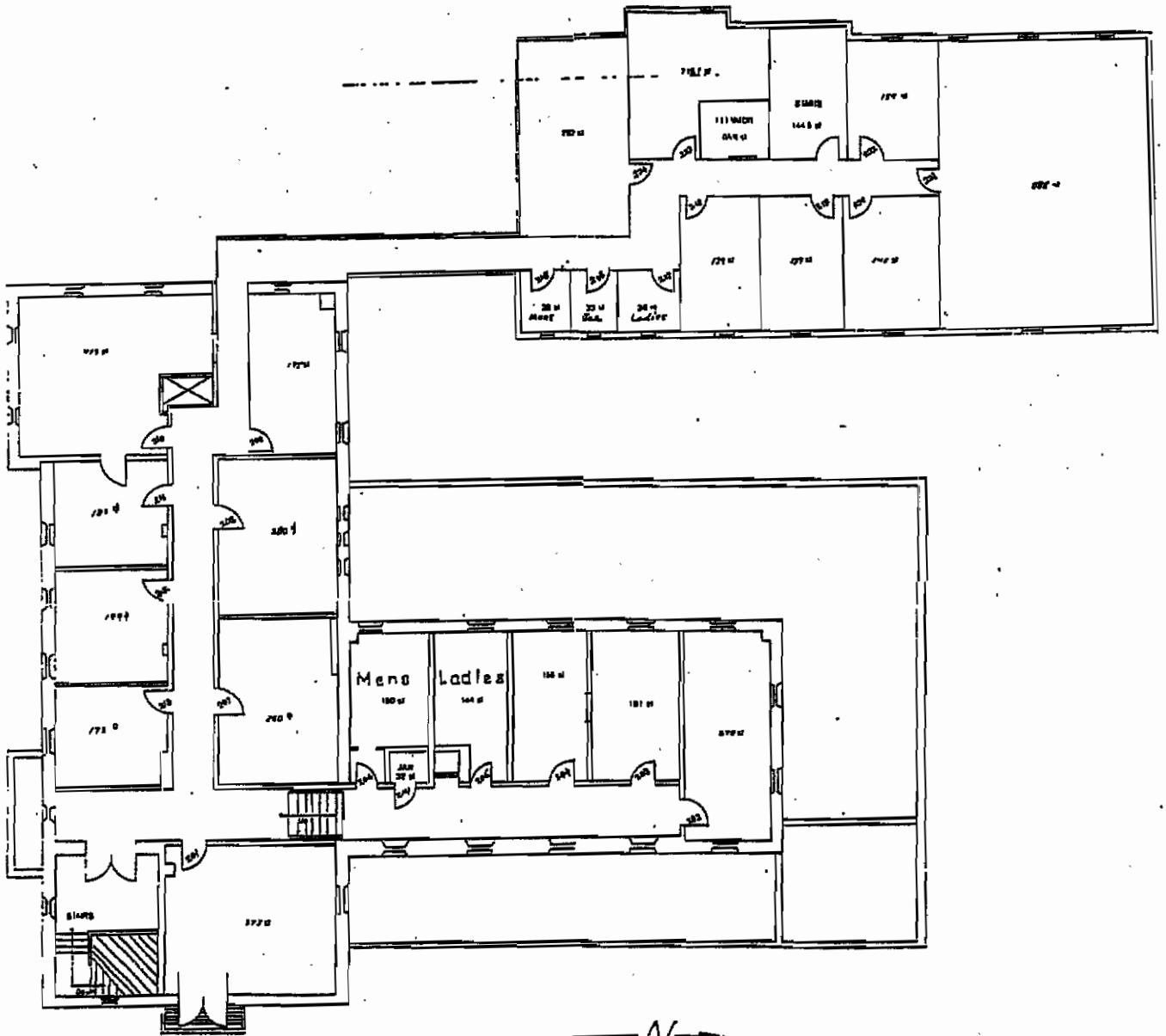
Alamogordo Federal Building  
Photo 11





UNITED STATES FEDERAL BUILDING  
 111 W. NEW YORK  
 ALAMOGORDO, NEW MEXICO

First Floor Plan

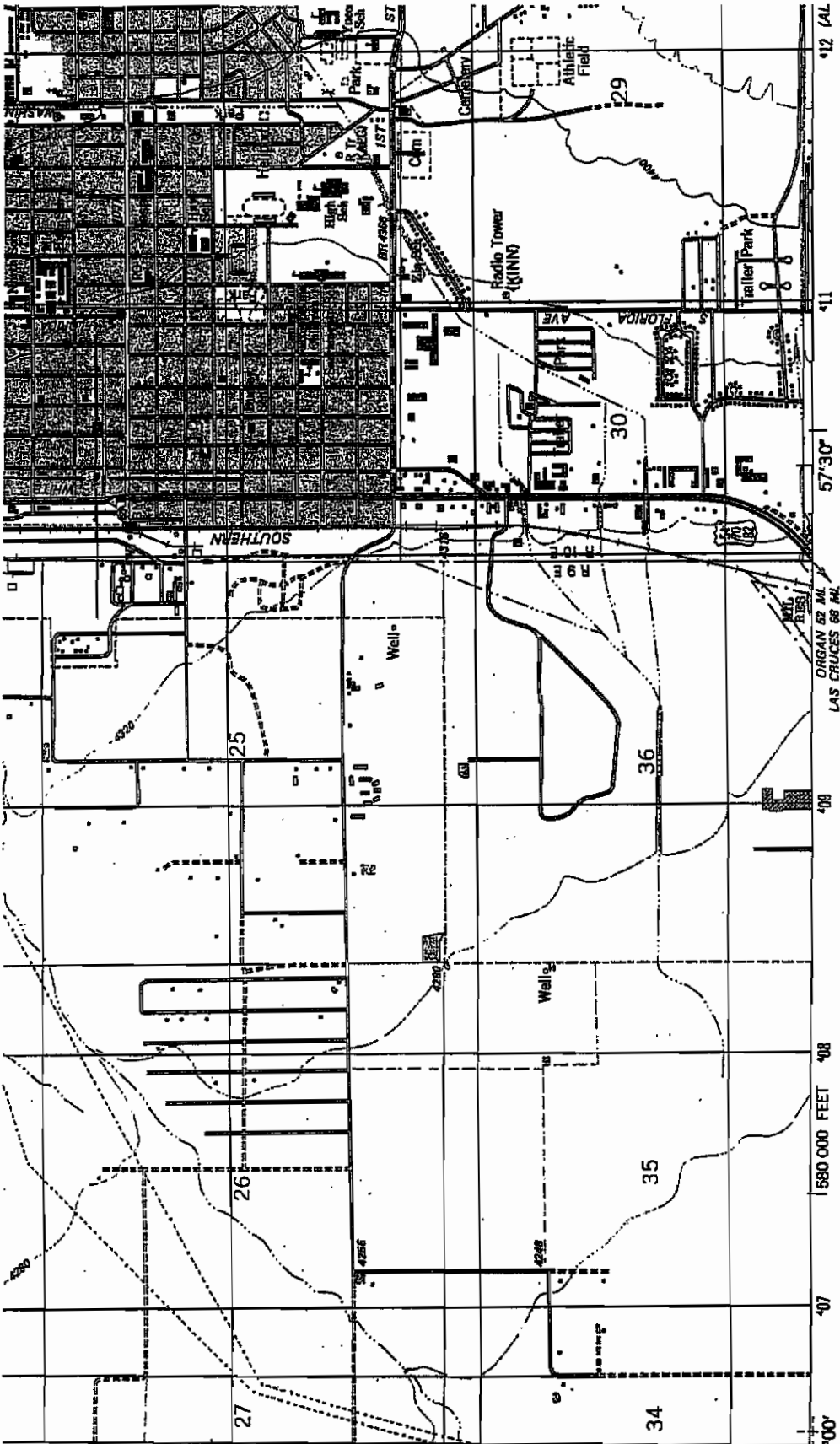


Second Floor Plan  
Scale 1/8" = 1'-0"

UNITED STATES FEDERAL BUILDING  
1116 S. NEW YORK  
ALAMOGORDO, NEW MEXICO

FEDERAL BUILDING  
 ALBUQUERQUE, NM  
 UTM:  
 13/410330E/  
 3640510N

690 000  
 FEET



Mapped, edited, and published by the Geological Survey

Control by USGS and NOS/NOAA

Topography by photogrammetric methods from aerial photographs taken 1972. Field checked 1975. Map edited 1981

Projection and 10,000-foot grid ticks: New Mexico coordinate system, central zone (transverse Mercator) 1000-meter Universal Transverse Mercator grid, zone 13 1927 North American datum

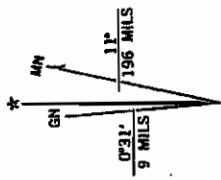
To place on the predicted North American Datum 1983 move the projection lines 6 meters south and 50 meters east as shown by dashed corner ticks

Fine red dashed lines indicate selected fence lines

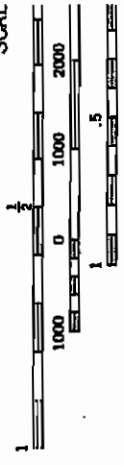
Red tint indicates areas in which only landmark buildings are shown

There may be private inholdings within the boundaries of the National or State reservations shown on this map

UTM 13E  
 410330E  
 3640510N



UTM GRID AND 1981 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



CONTOUR 11  
 NATIONAL GEODETTIC

THIS MAP COMPLIES WITH THE  
 FOR SALE BY U. S. GEOLOGICAL SURVEY, DEN  
 A FOLDER DESCRIBING TOPOGRAPHIC M.