

State of New Mexico
Commissioner of Public Lands

310 Old Santa Fe Trail, P.O. Box 1148, Santa Fe, New Mexico 87504-1148

NEW MEXICO STATE GAME COMMISSION EASEMENT

THIS EASEMENT, made and entered into this 14 day of January, 2025 by and between the New Mexico Commissioner of Public Lands (“Commissioner”) and the New Mexico State Game Commission (“State Game Commission”) (collectively, the “Parties”),

WITNESSETH: That the Commissioner, by virtue of the authority vested in her by the Constitution and Statutes of New Mexico, for and in consideration of the terms, covenants, conditions and rentals hereinafter set out, hereby grants to the State Game Commission an easement (“Easement”) upon those state trust lands described in Paragraph 2 below. The grant of this Easement is made upon the following terms and conditions and,

THE PARTIES HEREBY AGREE THAT:

1. **PURPOSE.** The purpose of this Easement is to provide entry upon and through certain state trust lands to validly licensed hunters and anglers for the regulated harvest of protected species as defined by Chapter 17 of the NMSA and State Game Commission regulations (“Licensee” or “Licensees”). Such entry will improve the ecological health of state trust lands by providing for the management of fish and wildlife using professional techniques. The State Game Commission, through the New Mexico Department of Game and Fish (“Department”) will, to the extent authorized by law, cooperate with the Commissioner by employing the police powers of the Department to prevent waste and trespass and protect game and wildlife habitat on state trust lands subject to this Easement.

2. **LANDS SUBJECT TO EASEMENT.** The state trust lands subject to the Easement granted herein (“Easement Lands”) are depicted in the Easement Lands Map (see **Exhibit A**), available on each party’s website, and are comprised of those lands identified in the surface tract books of the State Land Office as being in the Commissioner’s care, custody, and control that have not been withdrawn from this Easement pursuant to Paragraph 6 below and which are agreed to by the Parties as useable for the purposes of this Easement. The Parties agree that any lands covered by this Easement are usable if the Licensee has the ability to gain entry upon the subject lands by legal means. The Parties agree that the Easement Lands Map and any amendments thereto shall be available on each party’s website within thirty (30) days of the effective date of this Easement and within fifteen (15) days of the effective date of any amendment.

3. TERM. Upon its execution by the Commissioner and the State Game Commission, this Easement shall become effective as of April 1, 2025, and remain effective until March 31, 2028, unless terminated earlier pursuant to Paragraph 8 below or by written agreement of the Parties.

4. PERMITTED USES.

a. USES. The Easement Lands shall be used only by the State Game Commission and its Licensees for the Easement's purpose, identified in Paragraph 1 above, for the hunting and fishing of protected species of wildlife and fish during the applicable open seasons, as established by the State Game Commission. The Easement also authorizes entry upon Easement Lands for purposes of scouting for such species up to fourteen (14) days immediately prior to the open seasons by Licensees holding valid licenses or permits issued by the State Game Commission. As more fully described in Paragraph 11, the Easement authorizes the Department and its Licensees to camp in designated areas on Easement Lands and only in association with the purposes of this Easement, namely hunting and fishing of protected species. The Department, its employees, and its contractors may access Easement Lands for law enforcement patrol, enhancing sportsperson access where approved in writing by the Commissioner, and habitat restoration and resource protection. Unprotected species may also be taken on Easement Lands by Licensees holding valid hunting or fishing licenses during the duration of the published hunt for protected species on those lands and during the period of the taking. The State Land Office will work with the Department to evaluate and develop strategies for the Department to effectively manage wildlife on Easement Lands. No other uses shall be allowed pursuant to this Easement.

b. LIMITATIONS.

- i. This Easement is subject to the rules and regulations of both the State Game Commission and State Land Office.
- ii. It is expressly understood and agreed by the Parties that the rights granted herein shall not be exercised in a manner that materially interferes with other authorized uses or valid existing rights to which the Easement Lands are subject, including business or agricultural leases or rights-of-way, or that prevent or limit the Commissioner's exercise of her constitutional, statutory or regulatory responsibilities. It is also expressly understood and agreed by the Parties that the rights exercised by the State Game Commission in conformity with Chapter 17 of the NMSA and the State

Game Commission regulations shall not be deemed to interfere or conflict with other uses or existing rights or limit or prevent the Commissioner's exercise of her constitutional, statutory or regulatory responsibilities.

5. CONSIDERATION.

- a. The State Game Commission shall pay a rental of \$1,150,000.00 for each year of the easement (starting April 1 and ending the following March 31), comprised of the following two parts: (a) the State Game Commission shall pay an initial rental to the Commissioner in the sum of \$850,000.00 on or before April 1 for each year of this Easement, with the first such payment due on or before April 1, 2025; and (b) the State Game Commission shall pay a second rental to the Commissioner in the sum of \$300,000.00 on or before June 1 for each year of the easement, with the first such payment due on or before June 1, 2025, less any approved in-kind expenditures as provided for below. The State Land Office will confirm receipt of payments with the Department.
- b. The Commissioner may accept in-kind expenditures by the State Game Commission and/or the Department, up to the full amount of this annual second payment (\$300,000.00), for projects mutually agreed upon by the Commissioner and the State Game Commission/Department, which may include law enforcement activities up to \$50,000.00 in value per year.
 - i. If the State Game Commission and/or Department intends to make in-kind expenditures toward all or part of the additional payment, they shall provide notification of that intent with a list of the proposed projects by August 1 of each year of the Easement.
 - ii. The Department shall provide reasonable documentation of actual in-kind expenditures and project details to the Commissioner.
 - iii. The State Game Commission shall pay any remaining balance of the second rental payment to the Commissioner on or before April 1 of the second year and each subsequent year of the Easement, or as otherwise approved by the Commissioner in writing.
 - iv. The Commissioner, in the Commissioner's sole discretion, may credit and carry forward in-kind expenditures made, but not counted towards the year in which they occurred, to a subsequent payment cycle of this Easement.

6. **ADDITION OR WITHDRAWAL OF LANDS.** The Commissioner may at any time add or withdraw land from this Easement if she determines doing so would be in the best interests of the state land trust. If the Commissioner determines to withdraw land from the Easement other than through the execution of a business lease, the Commissioner will provide reasonable advance notice to the Department's Director and an opportunity to consult prior to taking such action; except that the Commissioner may, without advance notice or prior consultation, withdraw lands where in the Commissioner's determination it is necessary to do so to protect public health or safety or for other exigent circumstances. If the Commissioner withdraws lands, the Commissioner shall consult with the Director within two (2) weeks of the withdrawal to determine if there are means to mitigate the concern and reopen the lands. If the Commissioner adds or withdraws land, the Department shall be notified of such action and provided with an amended Easement Lands Map, which shall then be made available on both the State Land Office's and the Department's websites pursuant to Paragraph 2 above. If withdrawal or exchange of acreage results in a loss of access to adjacent public lands, e.g., U.S. Forest Service, U.S. Bureau of Land Management, and other public state lands including State Game Commission Lands and State Parks, provisions of the withdrawal or exchange will maintain access for the duration of this Easement across the withdrawn acreage to those adjacent public lands. Notwithstanding the above, no acreage will be withdrawn from Easement Lands for the purpose of allowing privatized hunting during the term of this Easement.
7. **UNITIZATION AGREEMENTS.** Both Parties shall meet prior to March 1 of each year to develop potential unitization opportunities that facilitate public hunting or fishing, while reducing confusion, trespass potential, and lessee concerns. The total acreage approved and made accessible to the public through unitization agreements shall be equal to or exceed the amount of acreage closed each year of this Easement, ensuring that unitization is a net positive for licensed hunters and anglers. New or updated unitization agreements shall include, during the negotiation period with the private land owner, discussions with the Commissioner in advance of signature by the private land owner, when state trust land is included. Any final unitization(s) shall be incorporated into the Easement Lands Map by means of amendment to the Easement Lands Map.
8. **CANCELLATION.** If the State Game Commission or the Commissioner materially violate any of the terms, covenants or conditions contained herein, the non-violating party may cancel this Easement after thirty (30) days written notice to the violating party of the nature of such violation(s). The thirty-day period shall commence on the date the written notice is mailed by registered mail, or hand-delivered. The non-violating party may cancel the Easement thirty (30) days following the delivery of the notice if the violating party has not cured the default in the manner discussed below. Such cancellation shall terminate

all rights held by the violating party under this Easement. If, however, within the thirty-day notice period, the violating party substantially complies with all demands made by the non-violating party in the notice, or if substantial completion is not reasonably possible, cancellation (for other than the payment of money by the State Game Commission) shall not be made if the violating party has initiated cure by that date and reasonably pursues completion. If the default (other than the non-payment of money by the State Game Commission) is not cured within a commercially reasonable period of time following commencement of cure, this Easement and all rights associated with it shall terminate without further notice. If a default can be cured only by monetary payment, said monies must be received by the Commissioner or the Department in full within sixty (60) days of the date of the notice, or the Easement and all rights associated with it shall terminate without further notice. Interest shall accrue on monies owed at the rate of one percent (1%) per month, pursuant to NMSA 1978, 19-1-3 (1953).

9. ACCESS.

- a. Vehicular access to Easement Lands is permitted only by established roads and public highways. For purposes of this Easement, an “established road” or “public highway” is one of the following:
 - i. definitions provided for such terms by section 67-2-1 NMSA 1978; and
 - ii. roads built and/or maintained on Easement Lands for other purposes which show no evidence of being closed to vehicular traffic by such means as State Land Office-approved approved berms, ripping, scarification, reseeding, fencing, gates, barricades or posted closures. Such roads must reasonably indicate continuous usage or consistent usage during the prior primary hunting season. Roads established without prior authorization from the Commissioner of Public Lands (whether by the Department, Licensees or otherwise) are not “established roads” or “public highways” under this Easement.
 - iii. Permitted and observable two-track roads which are in continuous or consistent usage for other authorized purposes, such as recreation and agriculture, and show no evidence of being closed to vehicular traffic by such means as State Land Office-approved berms, ripping, scarification, reseeding, fencing, gates, barricades or posted closures. Two-track roads established without prior authorization from the Commissioner of Public Lands (whether by Licensees or otherwise) are not “established roads” or “public highways” under this Easement. This Easement does not guarantee vehicular access across any particular road, but the State Land Office and Department will work together to address any questions or conflicts over access as provided in Paragraph 21.

- iv. The intent of the Easement is to allow Licensees to use roads meeting the definitions of Paragraph 9(a)(i)-(iii) above open to Lessees during the primary hunting season as defined in Paragraph 9(c)(vii). The Commissioner has sole discretion to determine which roads are open or closed on Easement Lands.
- b. The Department and the Commissioner will work together to identify GPS waypoints (“Access Points”), by which motor vehicle access to Easement Lands exists as of the execution of this Easement, and by which such access to Easement Lands will continue to be made available to the Department and its Licensees. The Department and the Commissioner will publish the location of agreed upon GPS waypoints on a map, which will be available publicly on both agencies’ websites. The aforementioned Access Points will remain open during the primary hunting season as defined in Paragraph 9(c)(vii). The Commissioner will ensure that any gates at these Access Points will be free from locking mechanisms that are not able to be opened by the Department or State Land Office personnel. If any of these Access Points are locked during the primary hunting season, the Commissioner authorizes Department personnel to open such Access Points by cutting the chain immediately next to the lessee’s lock or, if no chain accompanies a locking mechanism, cutting the lock itself but ensuring closure of the Access Point. This will allow the conservation of wildlife within the Easement Lands, as well as prevent straying of livestock onto public roadways, thereby avoiding potential danger to the public.
- c. The Department and the Commissioner will meet within thirty (30) days of the execution of this agreement to discuss additions, deletions, and other changes to the Access Points. Access Points will be finalized by April 1 of each year. Access Points will be determined and labeled as foot access or drive-in access. The process for annual review of Access Points shall include the following steps:
 - i. within three weeks of the close of the primary hunting season, but no later than March 15 of each year, personnel designated by the Department and the Commissioner will meet to discuss proposed Access Point changes;
 - ii. following the meetings to discuss Access Points, but no later than April 1, the Department will submit their final recommendations to the Commissioner;
 - iii. the Commissioner shall review the Department’s recommendations and provide a final approved list of Access Points no later than April 15;
 - iv. no later than May 15, the final Access Points map shall be published;
 - v. there will be no new closures or changes in Access Points during primary hunting season, except when necessary to protect public health or safety

or for other exigent circumstances that may require a temporary closure or alternative access designation with the Commissioner's approval; and

vi. as early as three weeks but no later than two weeks prior to the start of primary hunting season each year, personnel designated by the Department and the Commissioner shall meet to coordinate and verify access and signage for the season.

vii. The primary hunting season is defined as the period from August 1 through May 15 of each year of the Easement. Access outside the primary hunting season may be made by mutual agreement of the parties.

d. This Easement does not grant a right of entry upon lands not under the control and custody of the Commissioner. If Easement Lands are fenced and no gate exists to provide vehicle access to them from an immediately adjacent public highway or established road, access shall be limited to travel by foot.

10. VEHICLE AND OHV USE. Vehicles of any kind, including but not limited to Off-Highway Vehicles (OHV), are restricted to public highways, and established roads as defined in Paragraph 9 above. This Easement does not permit off-road vehicle access to retrieve game. When parking a vehicle or OHV for walk-in access, Licensees shall park in the designated area or within twenty (20) feet of the edge of the roadway if there is no designated parking area. Licensees shall ensure the parked vehicle does not obstruct the path of travel. Certified Mobility Impaired Hunters, or other hunters with approved reasonable accommodations as determined by the Department, may drive vehicles off established roads only if they have obtained prior authorization by the Department to do so.

11. CAMPING. Camping is authorized as follows:

- a. at pre-approved camping locations on Easement Lands, which locations are identified by legal description in **Exhibit B**, attached hereto, and included in hunting maps on the State Land Office website;
- b. dispersed camping in specific areas and Game Management Units designated by and at the discretion of the Commissioner;
- c. backpack camping in specific areas and Game Management Units designated by the Commissioner and upon a Licensee's receipt of a back country permit for the specific area; and
- d. outside a designated location only with written permission by the surface lessee.

Usage of campground sites shall be limited to the relevant license term or maximum of fourteen (14) days, whichever is less. Notwithstanding the above, camping or parking a trailer or motor vehicle, within three hundred (300) yards of a man-made water hole, water well or watering tank is prohibited without the prior express consent of the Commissioner or the surface lessee.

12. **GROUND BLINDS AND WILDLIFE CAMERAS.** Attaching any ground blind(s) or wildlife camera(s) to lessee-owned improvements, or physically using water wells, metal, plastic, fiberglass, or rubber water tanks or windmills to establish blinds or secure wildlife cameras is prohibited without the prior express consent of the applicable surface lessee who owns the improvements.
13. **ACCOMPANIMENT.** Up to three (3) non hunting guests may accompany each licensed hunter and angler, including but not limited to scouting.
14. **OUTFITTER AND GUIDE PERMITS.** All individuals seeking to provide commercial big game hunting services on state trust lands are required to obtain a permit through the Commissioner and must abide by State Game Commission rules. The Department will notify individuals seeking to provide commercial big game hunting services on Easement Lands of this requirement and will further request proof of possession of such permit from an individual encountered on Easement Lands providing commercial big game hunting services. The Department will provide the Commissioner the identifying information of any individual who fails to produce such proof of permit. Upon the receipt of a written memorandum from the Commissioner evidencing that she has substantiated a violation of State Land Office law or regulations, the Commission, after appropriate due process, may administratively assess points against the individual determined to be in violation.
15. **APPROPRIATION.** The performance of this Easement is subject to the condition that funds are appropriated, and allocated by the Legislature of the State of New Mexico or federal government. If sufficient appropriations are not made, this Easement may be terminated by the State Game Commission. The State Game Commission's determination as to whether sufficient appropriations are available shall be accepted by the Commissioner and shall be final.
16. **NOTICE.** The State Game Commission agrees to notify its agents, employees, Licensees and permittees of the rights granted herein and the obligations to the Commissioner and other authorized users of Easement Lands that the State Game Commission, its agents, employees, Licensees, and permittees hereby assume.

17. COORDINATED RESOURCE MANAGEMENT. In order to promote a coordinated and cooperative approach to the administration of this Easement and its impact on Easement Lands, the Parties shall meet periodically during the term of the Easement to discuss all aspects of the Easement's administration, including such issues as each Party's rights and obligations under the Easement, wildlife management and population objectives, land resource conditions, conflict resolution and efforts to inform the general public about the Easement. The Parties shall meet at least once each year or when requested by either party and as outlined in Paragraph 9 for the annual discussion of Access Points.
18. AMENDMENT. This Easement shall only be amended by mutual consent of the Parties in writing.
19. ENFORCEMENT; NO INDIVIDUAL RIGHTS CREATED. Only the Parties to this Easement have standing to enforce it. The Easement does not confer individual legal rights (including those of a third-party beneficiary) on persons who hold licenses or permits from the State Game Commission, or on any other individuals, corporations, or other entities.
20. ENTIRE AGREEMENT; SEVERABILITY; GOVERNING LAW.
This Easement represents the entire agreement of the Parties with respect to the subject matter hereof, any previous oral or written agreement inconsistent with the terms of this Easement notwithstanding. If any part of this Easement should be found by a court of competent jurisdiction to be unenforceable, the remainder of this agreement shall remain in full force and effect. This Easement shall be applied and interpreted under the laws of New Mexico.
21. COOPERATION. The Parties shall attempt to resolve at the local level all conflicts or other issues with the implementation of this Easement, including access. Resolving issues and coordination between the Parties includes multiple levels of information sharing and expectations as outlined below.
- a. The Department and the State Land Office recognize the need for focused enforcement effort in Game Management Unit (GMU) 48 to address trespass, conflict between Licensees and other authorized users of Easement Lands, and access issues, and are committed to cooperating with regard to law enforcement presence in GMU 48 during primary hunting season.
 - b. The local District Resource Manager on behalf of the Commissioner and a local Conservation Officer on behalf of the Department shall meet to attempt to resolve such issues. If a state trust lands lessee or permittee or their agent has wrongfully denied access to or upon Easement Lands to an authorized State Game Commission

Licensee, the local District Resource Manager, on behalf of the Commissioner, may authorize the local Conservation Officer, as the agent of the Commissioner, to provide access by cutting the chain, cable or lock or removing any unauthorized berms, blockages, fences or other barriers on Easement Lands preventing access. The Commissioner shall use all reasonable actions to ensure that state trust land lessees or permittees do not impede or interfere with authorized access to the Easement Lands by the Department or Licensees of the State Game Commission. Likewise, the local Conservation Officer will assist with preventing and enforcing trespass on roads or other areas deemed necessary for limited access or closure.


- c. Multiple Use Incident Report Forms provided to the Commissioner relating to hunting issues will be shared in a timely manner with the Department's law enforcement.
- d. On a monthly basis, the Department will track law enforcement efforts on state land and create an annual final report at the end of each fiscal year (June 30). The annual final report of law enforcement efforts on state land will be provided to the State Land Office no later than July 31 annually. The information contained in the annual report will consist of total citations on state land, total hours per citation on state land, total contacts per citation on state land, total field contacts on state land, and total hours spent on state land, each by GMU. The Commissioner may request at any time during the fiscal year information on these tracked law enforcement efforts and the Department will provide such information once it is available. The Department will provide details on any law enforcement incident that occurred on state land at the Commissioner's request, provided those details are not confidential under state law.

The Department shall promptly notify the State Land Office of locked gates or other access problems, and resource damage (such as unlawfully cut fences or unauthorized road construction) that the Department learns about from its own activities or from third parties.

- e. At least sixty (60) days prior to publication of the Department's Hunting Proclamation, the Department shall consult with Commissioner and afford the Commissioner a chance to review and provide input on the proclamation's State Land Office-related content and information relating to hunting on state trust lands.

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date of signatures below.

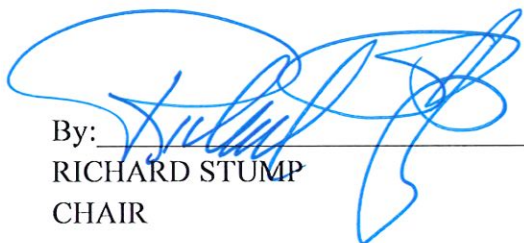
NEW MEXICO COMMISSIONER OF PUBLIC LANDS

By: 
STEPHANIE GARCIA RICHARD
COMMISSIONER OF PUBLIC LANDS

Date: 1/14/25

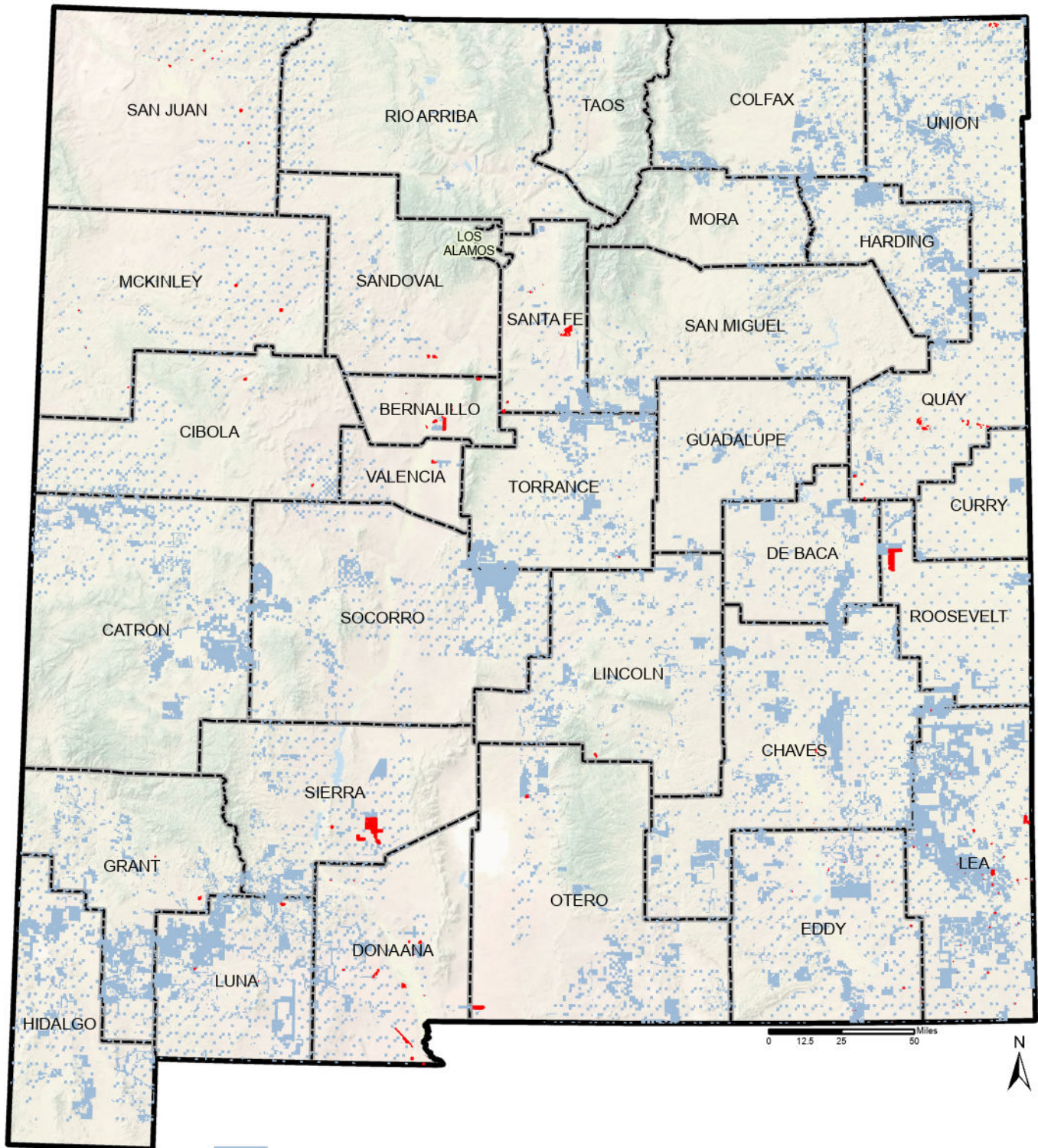


NEW MEXICO STATE GAME COMMISSION

By: 
RICHARD STUMP
CHAIR

Date: 1/10/25

EXHIBIT A TO NEW MEXICO STATE GAME COMMISSION EASEMENT



- NM State Trust Lands Open to Sportspeople Under State Game Commission Easement
- NM State Trust Lands Withdrawn from Sportspeople Access Under State Game Commission Easement

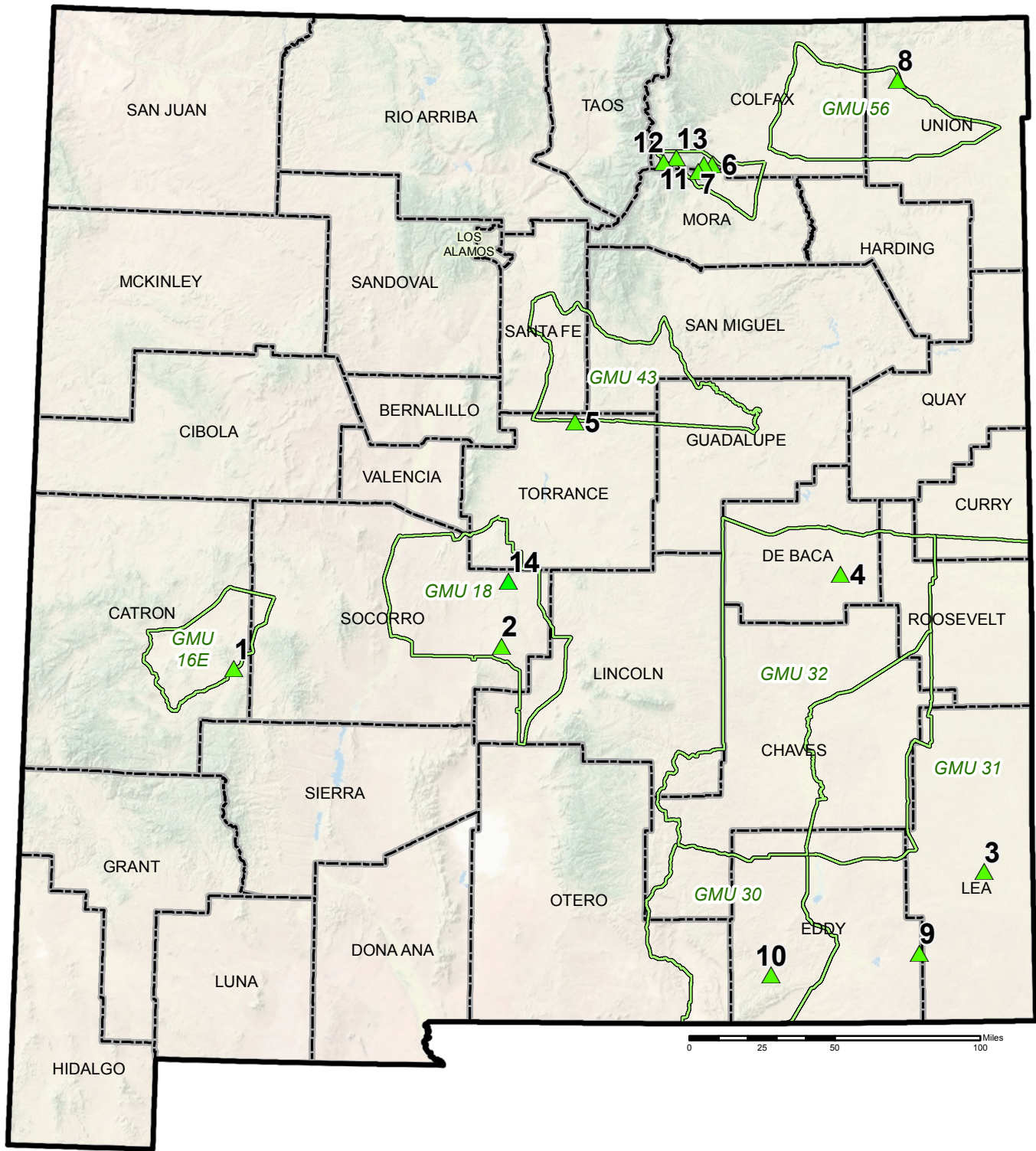


Stephanie Garcia Richard
 Commissioner of Public Lands
 505-827-5760
www.nmstatelands.org



THE LAND STATUS MAY CHANGE OVER TIME. FOR THE MOST CURRENT STATUS VISIT
<https://mapservice.nmstatelands.org/HuntingInformation/>

The New Mexico State Land Office assumes no responsibility or liability for, or in connection with, the accuracy, reliability or use of the information provided herein, with respect to State Land Office data or data from other sources. Data pertaining to New Mexico State Trust Lands are provisional and subject to revision, and do not constitute an official record of title. Official records may be reviewed at the New Mexico State Land Office in Santa Fe, New Mexico. Compiled, edited and printed by the Land Office Geographic Information Center. V:\Field\GameAndFish\Projects_ArcPro\EXHIBIT_A_TO_NEW_MEXICO_STATE_GAME_COMMISSION_EASEMENT\EXHIBIT_A_TO_NEW_MEXICO_STATE_GAME_COMMISSION_EASEMENT.Save Date: December 19, 2024. Created by: David Barsanti

EXHIBIT B TO STATE GAME COMMISSION EASEMENT
 (original 3/4/2020; revised 5/18/2020 to include Site 13. Revised 7/14/2020 to include Site 14)



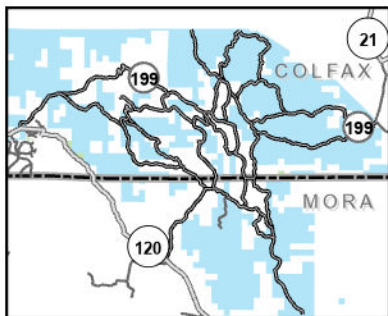
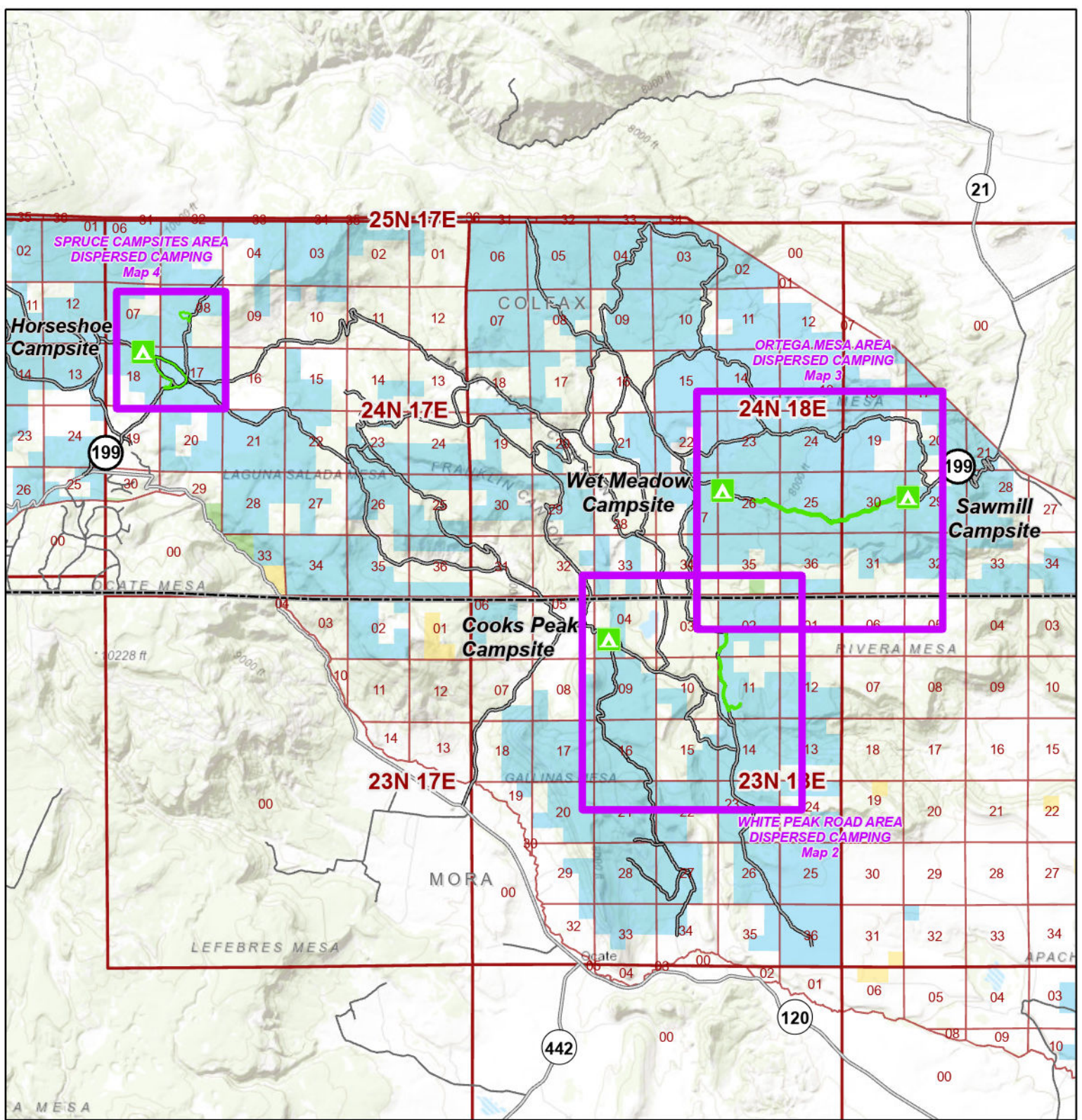
NMDGF Campsite Locations on State Trust Lands

-  Relevant Game Management Units
-  Campsite Location



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White Peak Region Dispersed Camping Map

- | | |
|------------------------------|-------------------|
| Open Campsite | State Trust Lands |
| Open Dispersed Camping Areas | Surface Estate |
| County Boundaries | Both Estates |
| Access Roads | |



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