

MEMORANDUM OF UNDERSTANDING
Between The
LAS TRAMPAS LAND GRANT
And The
USDA, FOREST SERVICE
CARSON NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the SANTO THOMÁS APOSTOL del RIO de las TRAMPAS LAND GRANT, hereinafter referred to as "THE LAND GRANT," and the USDA, FOREST SERVICE, CARSON NATIONAL FOREST hereinafter referred to as the "FOREST SERVICE", collectively referred to herein as the "PARTIES."

Background:

The **LAS TRAMPAS LAND GRANT** derives its historical acreage from a 1751 grant from the Spanish government for 46,457 acres, surrounded by the hills and mountains of the Carson National Forest. In June of 1859, the heirs of the 12 original families submitted a petition to Surveyor General William Pelham for confirmation of the grant. Congress confirmed the grant one year later, but doubts were raised over the validity of the original survey, causing a delay and significant land loss claimed by ancestors of the 12 families. An 1891 survey reduced the Las Trampas Grant to 28,131.67 acres from the original 46,457 acres. In 1894, the Court of Private Land Claims confirmed the grant and its acreage. A federal patent was withheld until 1903. Ancestors of the original 12 families gradually expanded from the initial settlement, Las Trampas, to found the communities of Llano de San Juan Nepomuceno, Ojo Sarco, El Valle, Ojito, Cañada de los Alamos, Diamante and Chamisal. These communities prospered, jointly maintaining acequias that watered their private pieces of land and sharing in a vast common land that provided pasture for their herds and wood to build and warm their homes. Current heirs of the LAND GRANT utilize the original land on a regular basis to visit ancestral sites, graze livestock, conduct other activities related to historical and traditional uses, and maintain their connection to the land.

The **US FOREST SERVICE – CARSON NATIONAL FOREST** manages over 1.5 million acres of National Forest System (NFS) lands in New Mexico, encompassing portions of the Sangre de Cristo Mountains, San Juan Mountains and the San Juan Basin. With elevations ranging from 6,500 to over 13,000 feet, the forest boasts diverse ecosystems, from the sagebrush to alpine and tundra. The 2022 Carson National Forest Land Management Plan (Forest Plan) provides the vision, strategy, and constraints that guide integrated resource management, provides for ecological sustainability, and contributes to social and economic sustainability on the Carson National Forests and the broader landscape. This includes the use of FOREST SERVICE resources that are integral to the subsistence, cultural, and social values of rural historic communities like New Mexico's land grants-mercedes, including the LAND GRANT. Language from the Forest Plan shows the FOREST SERVICE's intent to work with rural historic communities, including the LAND GRANT. National Forest Service lands are managed using a multiple use approach that sustains healthy ecosystems and addresses the need for resources, commodities, and services. Management responsibilities include, but are not limited to:

- Meeting domestic lumber demand
- Revitalizing rural economies.
- Reducing threat of catastrophic wildfires
- Maintaining water quality and supply

- Providing for diverse recreation opportunities and sustaining biological diversity

The Forest Service Office of State, Private, & Tribal Forestry (SPTF) programs also provide technical and financial assistance to Tribes and private forest landowners. The National Forest Service plays a key role in wildfire management and protecting lives and communities from wildfire, including implementation of the National Active Forest Management Strategy (2025).

For the purposes of this MOU, the Camino Real Ranger is representing the FOREST SERVICE.

Title: Partnership between the USDA Carson National Forest and the Las Trampas Land Grant to Work Collaboratively on Projects within Former Common Land Now Located within the Jurisdiction of the Carson National Forest

PURPOSE: The purpose of this MOU is to document the ongoing cooperation and coordination between the PARTIES relating to current and future projects of mutual interest and to historical and traditional uses; to develop a general framework for cooperation and coordination between the PARTIES including the sharing of information and work on projects of mutual interest; to define the relationship and duties between the PARTIES in anticipation of co-stewardship opportunities of former common land (Appendix A - map); to support the LAND GRANT's status as a cooperating agency with the FOREST SERVICE in order to have greater access to the LAND GRANT's former common lands under the 1751 Spanish patent and greater input into its use; and to recognize the LAND GRANT's historical and traditional uses, i.e. long-established and habitual uses by the LAND GRANT, of the Carson National Forest.

Future and potential projects of mutual interest include, but are not limited to, timber management, wildfire management (prevention, mitigation, and recovery); rangeland management; recognition and protection of existing historic settlements and archaeological resources, and youth education programs.

Historical and traditional uses include, but are not limited to, the following:

1. The use of water for irrigation, grazing and other purposes related to historical and traditional uses;
2. Gathering herbs, wood, soil, rock, flora, botanicals, and other natural resources used for the benefit of the LAND GRANT heirs;
3. Grazing;
4. Subsistence hunting and fishing;
5. The use and maintenance of existing monument(s) or shrine(s) that are culturally and historically relevant to the LAND GRANT; and,
6. The use and maintenance of existing ancestral sites.

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

- A. This MOU is intended to formalize and enhance the PARTIES' mutual long-term commitment to the conservation and co-stewardship of the FOREST SERVICE's natural resources within the traditional boundaries of the LAND GRANT and the LAND GRANT's former common land.
- B. This MOU establishes a framework for cooperation between the PARTIES to achieve common goals and objectives, especially as they relate to the LAND GRANT's former common lands.

- C. Each party is independent, has its respective responsibilities, and yet recognizes the need to work together as a federal and local partnership for the successful utilization of programs related to natural resources and the communities that depend on them. In consideration of the above premises, the PARTIES agree as follows:

II. THE LAND GRANT SHALL:

- A. Be responsive to requests from the FOREST SERVICE related to this MOU.
- B. Upon the FOREST SERVICE's request and within a reasonable period, share publicly available information related to this MOU with the FOREST SERVICE.
- C. Represent its members/heirs on matters of common interest related to this MOU;
- D. Work with the FOREST SERVICE and other partners in establishing protocols of communications and meetings for presenting requests or complaints on matters of common interest related to this MOU to the FOREST SERVICE.
- E. Encourage LAND GRANT presentation of all requests, problems or complaints related to this MOU at the FOREST SERVICE local level (Camino Real Ranger District) to seek response from that level of the FOREST SERVICE before elevating such items to other levels within the FOREST SERVICE.
- F. Cooperate and participate in information and education programs with LAND GRANT representatives and the FOREST SERVICE where efforts are mutually beneficial to the PARTIES.

III. FOREST SERVICE SHALL:

- A. Recognize the LAND GRANT as a political subdivision of the state of New Mexico.
- B. Provide information and facilitate participation in US Forest Service and USDA programs that can benefit rural communities and traditional forest users.
- C. Share information and suggested reading lists related to land grants, acequias, and other important cultural aspects unique to New Mexico with NFS line officers.
- D. Maintain the expectation that NFS line officers (Forest Supervisors and District Rangers) will work with the LAND GRANT representatives when needed, within existing authorities, related to this MOU including, but not limited to, critical resource concerns on NFS lands and traditional and historical uses.
- E. Provide the LAND GRANT a contact list, which is updated periodically, of Carson National Forest line officers and program leads (Appendix B).
- F. Invite and provide direct notice to the LAND GRANT to participate in opportunities to cooperate, collaborate, coordinate or comment on land management planning decisions and major federal actions that could affect historical or traditional uses within former common lands or mutual interest projects.

- G. Authorize the LAND GRANT to perform routine maintenance and minor improvements of infrastructure used by the LAND GRANT in connection with historical or traditional uses including, but not limited to, the following:
 - i. Cleaning, repair, and/or replacement-in kind of infrastructure;
 - ii. Maintenance of a trail, road, cattle guard, culvert, and/or fence;
 - iii. Maintenance of any existing monument and/or shrine;
 - iv. Maintenance of ancestral sites;
 - v. Maintenance of any livestock well, water line, water storage container, and/or water tank; and,
 - vi. Any other routine maintenance or minor improvement associated with historical or traditional uses.
- H. Develop in coordination with the LAND GRANT the process for authorizing major improvements of infrastructure.
- I. Reduce or waive land use fees for the heirs of the LAND GRANT for activities related to this MOU.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The PARTIES will meet periodically to review opportunities for co-stewardship and on issues of mutual concern.
- B. The PARTIES will share information and updates on priority initiatives, projects, and issues to improve communications.
- C. Where appropriate, the PARTIES will seek out opportunities to collaborate on mutually beneficial programs and projects, such as timber management, watershed restoration, wildfire risk reduction, and resource monitoring. When mutually agreeable, the PARTIES will utilize the appropriate agreements to implement these projects.
- D. The PARTIES will, as appropriate, share publicly available resource information and data to assist in focusing effective Forest resource utilization.
- E. The PARTIES will work respectively to resolve issues that arise at the lowest level within the PARTIES. Questions arising pertaining to the cooperative work of the PARTIES will be discussed at the local level (Camino Real Ranger District) before elevating to higher levels of the organizations. The PARTIES will facilitate responses to requests in an appropriate timeframe.
- F. The PARTIES will invite each other to participate in appropriate Forest and local meetings and conservation initiatives.
- G. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

CARSON NATIONAL FOREST: James Duran, Carson National Forest Supervisor

LAS TRAMPAS LAND GRANT: Jaun López, President

The PARTIES agree that principal contacts may change from time to time and that each Party may designate a new authorized individual upon written notice to the other Party without requiring an amendment to this MOU.

H. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third-party claims for damages arising out of this instrument.

I. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. FOREST SERVICE and the LAND GRANT is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by email, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To LAND GRANT, at LAND GRANT's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

J. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. FOREST SERVICE nor the LAND GRANT from participating in similar activities with other public or private agencies, organizations, and individuals.

K. ENDORSEMENT. Any of the PARTIES' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the PARTIES' products or activities. And does not by direct reference or implication convey the cooperator's endorsement of the U.S. Forest Service products or activities.

L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value. Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate instruments and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation instrument that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective instrument, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective instruments must comply with all applicable law. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

M. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the LAND GRANT to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.

O. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

P. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The LAND GRANT is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Forest Service, Department of Agriculture, manages National Forests and Grasslands, provides technical and financial assistance to stakeholders and private landowners, and plays a key role in active forest management and assistance in rural America". The LAND GRANT may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The LAND GRANT is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

R. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The LAND GRANT shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

S. NONDISCRIMINATION STATEMENT-PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The LAND GRANT shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding. "In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the State or local Agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Mail Stop 9410, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.”

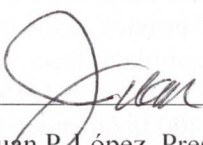
T. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

U. DEBARMENT AND SUSPENSION. The LAND GRANT shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should THE PARTIES or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

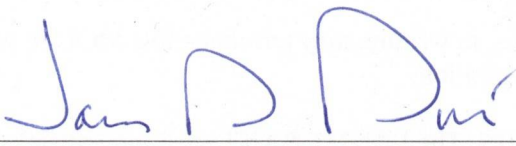
V. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

W. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through July 13, 2046 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

X. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

 (John)  7/14/26

Juan P. López, President
LAS TRAMPAS
LAND GRANT
DATE

 July 14-2026

JAMES D. DURAN, FOREST SUPERVISOR
US FOREST SERVICE- CARSON NATIONAL FOREST
DATE