



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS
SPECIAL MEETING
July 14, 2023 at 8:00 AM**

The online meeting will be Webcast at the following address: <https://regents.nmsu.edu/regent-meetings/>

Regents of New Mexico State University

Chair Ammu Devasthali, Vice Chair Christopher T. Saucedo, Secretary/Treasurer Garrett Moseley, Dina Chacón-Reitzel, Deborah Romero

Non-Voting Advisory Members - ASNMSU President Citlalli Benitez, Faculty Senate Chair Gaylene Fasenko, Ph.D., Employee Council Chair Susanne Berger

University Officials - Interim Chancellor Jay Gogue, Ph.D., Provost Alan Shoho, Ph.D., Associate General Counsel Scott Field, J.D.

AGENDA

- A. **Call to Order**, *Chairwoman Ammu Devasthali*
- B. **Approval of the Agenda**, *Chairwoman Ammu Devasthali*
- C. **Confirmation of Prior Closed Executive Session**, *Chairwoman Ammu Devasthali*
 - 1. **Confirmation of Prior Closed Session on June 29**
- D. **Consent Items**, *Chairwoman Ammu Devasthali*
 - 1. **Disposition/Deletion of Property**, *Associate Vice President D'Anne Stuart*
 - 2. **Reappointment of Non-position Directors to Arrowhead Center, Inc. Board of Directors**, *President/CEO Arrowhead Center, Inc. Kathryn R. Hansen*
 - 3. **Arrowhead Center, Inc. Bylaws Update**, *President/CEO Arrowhead Center, Inc. Kathryn R. Hansen*
 - 4. **Philanthropic Naming of the Pan Am Basketball Suites**, *Interim NMSU Foundation President David Strong*
 - 5. **Philanthropic Naming for NM Beef Council Meat Science Lab**, *Interim NMSU Foundation President David Strong*
 - 6. **Perpetual Access Easement located near Triviz Drive in the Vicinity of Pan Am Plaza by and between Aggie Development Inc. and Plata Partners, LLC**, *President/CEO Aggie Development, Inc. Scott Eschenbrenner*
 - 7. **Perpetual Access Easement located at Pan Am Plaza by and between Aggie Development Inc. and Plata Partners, LLC**, *President/CEO Aggie Development, Inc. Scott Eschenbrenner*
 - 8. **Repatriation of Native American Sacred Objects at the Chihuahuan Desert Rangeland Research Center**, *Special Assistant to the President Scott Eschenbrenner*
 - 9. **Ratification of Transitional Administrative and Organizational Changes**, *Interim Chancellor Jay Gogue*

E. **Action Items**, *Chairwoman Ammu Devasthali*

1. **Memorandum of Understanding by and between the Regents of New Mexico State University and the City of Las Cruces to pursue the formation of a Tax Increment Development District (TIDD)**, *Special Assistant to the President Scott Eschenbrenner, Executive Director of Arrowhead Park Wayne Savage, Principle at Sage Land Solutions, LLC. Harry Relkin, and Advisor at Sage Land Solutions, LLC. Kim Murphy*
2. **Goal 6: Build, Elevate, and Strengthen Sustainable Systemwide Equity, Inclusion, and Diversity Practices**, *Vice President, Equity, Inclusion and Diversity Teresa Maria Linda Scholz*
3. **Presidential Search Committee Selection**, *Chairwoman Ammu Devasthali*

F. **Informational Items**

1. **Presidential Search Update**, *Chairwoman Ammu Devasthali*

G. **Adjournment**, *Chairwoman Ammu Devasthali*



NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS

SPECIAL MEETING

July 14, 2023

Item C-1

Confirmation of Prior Executive Session – June 29, 2023

The Board of Regents met in an online closed executive session at 6:00 pm on April 25, 2023.

The closed meeting was being called to discuss pending litigation as permitted under the closed meeting exemption of the New Mexico Open Meetings Act, NMSA Section 10-15-1, subsection (H)(7) and discussion of limited personnel matters concerning individual NMSU employees as permitted under the New Mexico Open Meetings Act, NMSA Section 10-15-1, subsection (H)(2).

Those board members who were present please certify that only matters of that nature were discussed.

Regent Romero ____

Regent Chacón-Reitzel ____

Regent Moseley ____

Regent Saucedo ____

Regent Devasthali ____

Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-1

- Action Item
- Consent Item
- Informational Item

Presented By: D'Anne Stuart
Associate Vice President

Agenda Item:

Disposition/Deletion of Property

Requested Action of the Board of Regents:

Approval of Property Disposition

Executive Summary:

The Property Disposition Report represents tangible personal property on the capital asset list identified for disposition and deletion from the university's capital inventory.

References:

N/A

Prior Approvals:

N/A

**NMSU-BOR
Capital Property Disposition Report - Summary
As of 07-06-2023**

Categories	Count	Total Cost	Accumulated Depreciation	Net Book Amount
Surplus	37	\$679,986.55	\$651,567.10	\$28,419.45
Surplus Vehicle	3	\$60,157.00	\$58,629.82	\$1,527.18
Grand Total	40	\$740,143.55	\$710,196.92	\$29,946.63

NMSU-BOR
Capital Property Disposition Report - Detail
As of 07-06-2023

#	Department	Barcode	Manufacturer / Model / Serial	Acquisition Date	Total Cost	Accumulated Depreciation	Net Book Amount
Surplus Vehicle							
1	Police Department NMSU	U405594	TRUCK PICKUP 1/2 TON 2005 G61104CHEVROLETCC157532GCEC19V651302020	3/30/2005	\$18,625.00	\$18,625.00	\$0.00
2	Police Department NMSU	U405597	TRUCK PICKUP 1/2 TON 2005 G79478CHEVROLETCC157532GCEC19V651303412	4/6/2005	\$18,625.00	\$18,625.00	\$0.00
3	Police Department NMSU	U416388	2008 FORD EXPEDITION PATROL UNIT G75035FORDU161FMFU16538LA78320	10/30/2008	\$22,907.00	\$21,379.82	\$1,527.18
Sub-Total Surplus Vehicle					\$60,157.00	\$58,629.82	\$1,527.18
Surplus							
4	Chemistry and Biochemistry	U409123	Cary 100uv vis spectrophotometer PN10079001CARY100BIOEL06053302	6/12/2006	\$24,986.00	\$24,986.00	\$0.00
5	Chemistry and Biochemistry	U405775	VACUUM CONCENTRATORSAVANTSPD131DDA05E21016-1A	5/31/2005	\$8,872.20	\$8,872.20	\$0.00
6	Computer Science	U433493	TASKalfa 6550ci Digital Color CopierKYOCERA6550CIN4J3100812	7/31/2013	\$16,257.00	\$16,257.00	\$0.00
7	Counseling and Educational Psy	U421061	Designjet Printer Model T1120psH.P.T1120 PSMY9ZB1C04D	6/19/2009	\$6,299.00	\$6,299.00	\$0.00
8	DACC Computer Supp	U405906	OPTICAL MARK READEROPSCAN185200966	6/2/2005	\$10,171.00	\$10,171.00	\$0.00
9	Engineering Technology	U201235	MACHINE MILLING PCBLPKF LASERPROTO MAT2X11110003	4/18/2001	\$44,268.00	\$44,268.00	\$0.00
10	Engineering Technology	U304571	COLUMN LOADING APPARTECQUIPMENT079	5/1/1983	\$5,800.00	\$5,800.00	\$0.00
11	Engineering Technology	U304802	BEAM LOADING APPARTECQUIPMENT	5/1/1983	\$5,300.00	\$5,300.00	\$0.00
12	Engineering Technology	U424303	Cisco 3845 Switch FTX1421AHHT	5/21/2010	\$8,027.50	\$8,027.50	\$0.00
13	Entomology Plant Path and Weed Sci	U320727	HOOD BIOHAZARDENVIRCO10276EBC709304034	6/30/1993	\$9,600.00	\$9,600.00	\$0.00
14	Extensn Plant Sciences	U446625	Rapid C cube CS VersionELEMENTARCS VERSION21191008	11/8/2019	\$45,036.03	\$22,518.03	\$22,518.00
15	ICT Computer Systems	U438404	Server UCS C220M4S w 2xE52680v3 2x16GBISCOC220M4SFCH1910V19G	4/23/2015	\$17,304.31	\$17,304.31	\$0.00
16	ICT Computer Systems	U438405	Server UCS C220M4S w 2xE52680v3 2x16GBISCOC220M4SFCH1910V0ZS	4/23/2015	\$17,304.31	\$17,304.31	\$0.00
17	ICT Computer Systems	U438406	Server. UCS C220M4S w/2xE52680v3 2x16GBISCOC220M4SFCH1910V1C3	4/23/2015	\$17,304.31	\$17,304.31	\$0.00
18	ICT Computer Systems	U438407	Server UCS C220M4S w 2xE52680v3 2x16GBISCOC220M4S- P2FCH1949V2SW	4/23/2015	\$17,304.31	\$17,304.31	\$0.00

19	ICT Telecomm,Network,Cust Support	U433350	Sharp PN L702B Interactive 70 LED LCDSHARPPN-L702B3C003771	6/4/2013	\$7,399.00	\$7,399.00	\$0.00
20	Industrial Engineering	U333626	PROJECTOR LCDEPSONEMP7700	8/20/2002	\$6,038.00	\$6,038.00	\$0.00
21	Innovative Media Research & Exten	U317963	EDITING PLAYER SONY DSR60 DVCAMSONYDSR6010893	9/23/1998	\$5,371.39	\$5,371.39	\$0.00
22	Innovative Media Research & Exten	U317965	TAPE MACHINE VIDEOSONYPVW265013852	3/28/1996	\$17,198.00	\$17,198.00	\$0.00
23	Innovative Media Research & Exten	U317987	SWITCHER ROUTING AUDIOLEITCHA9510627	1/16/1996	\$5,055.00	\$5,055.00	\$0.00
24	New Mexico Dept of Agriculture	U437183	Sharp PN L703B 70 inch Class Interactive display systemSHARPL703B44000290	11/14/2014	\$5,582.75	\$5,582.75	\$0.00
25	New Mexico Dept of Agriculture	U444349	HP Z840 Linux WorkstationHPZ840 LINUX2UA73G1XZC	8/29/2017	\$5,803.00	\$4,835.85	\$967.15
26	New Mexico Dept of Agriculture	U444350	HP Z840 Linux WorkstationHPZ840 LINUX2UA73G1XZD	8/29/2017	\$5,803.00	\$4,835.85	\$967.15
27	New Mexico Dept of Agriculture	U444351	HP Z840 Linux WorkstationHPZ840 LINUX2UA73G1XZB	8/29/2017	\$5,803.00	\$4,835.85	\$967.15
28	NMDA Laboratory Division	U437361	PN 131070 Multiwave GO 60 HzINTERTEK81612659	12/2/2014	\$14,494.43	\$14,494.43	\$0.00
29	NMDA Laboratory Division	U440148	S16.50 0003 Conversion Kit (part of U424329)ELEMETAR AMERICASNDIR-PHOTOMETER S0290-6)%230360464737G	6/22/2016	\$13,318.71	\$13,318.71	\$0.00
30	NMDA Laboratory Division	U441356	14,000 Watt Battery Backup UPSBATTERY BACKUP POWERBBP-3000-PSW-ONL-LCD05000215	6/17/2016	\$9,809.99	\$9,809.99	\$0.00
31	NMDA Laboratory Division	U416849	LC Pump Plus BundleTHERMO ELECTRONSURVEYOR84028	7/22/2008	\$53,365.00	\$53,365.00	\$0.00
32	NMDA Laboratory Division	U424329	Protein Analyzer Model Rapid N cubeELEMENTARRAPID N CUBE16102015	5/25/2010	\$38,155.00	\$38,155.00	\$0.00
33	NMDA Laboratory Division	U321661	SEED GERMINATORS MO SPLIT 1 OF 2	6/25/1998	\$6,636.41	\$6,636.41	\$0.00
34	NMDA Laboratory Division	U321682	BALANCE COMPARTORMETTLER-TOLEDOKC500-12420558	6/6/2001	\$29,130.00	\$29,130.00	\$0.00
35	NMDA Laboratory Division	U321760	BALANCE COMPARATORMETTLER-TOLEDO1ID12422818	6/6/2001	\$14,506.00	\$14,506.00	\$0.00
36	Police Department NMSU	U338924	WORKSTATION EMERGENCY DISPATCHWATSON DISPATCH	7/7/2003	\$9,916.00	\$9,916.00	\$0.00
37	Vice Pres Research	U427134	SmileMS license ver 1 1 windows versionGENEVA BIOINFORMATICSSMILEMSVERSION 1.1	5/3/2011	\$10,125.00	\$10,125.00	\$0.00
38	Vice Pres Research	U427667	SOFTWARE SWRE MASS FRONTIERTHERMO ELECTRONMASS FRONTIER	6/9/2011	\$8,322.00	\$8,322.00	\$0.00
39	Vice Pres Research	U437524	Petro Org Software pkg TOF MS VersionPETRO-ORGTOF MS VERSIONNONE	11/3/2014	\$15,000.00	\$12,000.00	\$3,000.00
40	Vice Pres Research	U411343	PC controlled var pressure SEM Mdl S3400NIIHITACHIS3400N1134062704	1/9/2007	\$139,320.90	\$139,320.90	\$0.00
Subtotal Surplus					\$679,986.55	\$651,567.10	\$28,419.45
Total					\$740,143.55	\$710,196.92	\$29,946.63

Agenda Item: D-1

Date: July 14, 2023

I certify the Board of Regents approved the attached capital property disposition list at the July 14, 2023 board of regents meeting, and such approval will be reflected in the meeting minutes. The disposition list includes:

- (1) surplus capital property classified as worn-out, unusable, or obsolete to the extent that it is no longer economical or safe for continued use, and
- (2) vehicles identified for sale through public auction.

All attempts will be made to salvage any usable surplus items. Remaining items will be disposed of in accordance with NMSU's disposition of property procedures. All items listed will be deleted from the university's capital inventory after the required notice to the State Auditor is completed.

Chair
Ammu Devasthali

Board of Regents Meeting
Meeting Date: July 14, 2023
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Agenda Item # D-2

Action Item

Consent Item

Informational Item

Presented By: Kathryn R. Hansen, President/CEO
Arrowhead Center, Inc.

Agenda Item: Reappointment of Non-position Directors to Arrowhead Center, Inc. Board of Directors

Requested Action of the Board of Regents: Consent to the re-appointment of Davin Lopez, James Manatt, Jr., Jackie Kerby Moore, and Mike Rogers, whose terms will be 7/1/2023 through 6/30/2025.

Executive Summary: Arrowhead Center, Inc. requests that the NMSU Board of Regents consent to the reappointment of the following current Non-position Directors (Davin Lopez, James Manatt, Jr., Jackie Kerby Moore, and Mike Rogers) to the Arrowhead Center, Inc. Board of Directors, to serve for two-year terms ending June 30, 2025. This re-appointment is subject to the approval of the NMSU Board of Regents.

Davin Lopez serves as President and CEO of the Mesilla Valley Economic Development Alliance (MVEDA). Prior to coming to MVEDA in February 2009, Mr. Lopez served as Vice President of the New Mexico Partnership, joining the Partnership at its inception in 2003. Mr. Lopez spent five years in corporate real estate with General Growth Properties and the Macerich Company, where he held roles as Director of New Business Development and Strategic Planning. He also spent two years in private business, consulting and advising smaller, high-growth companies. Lopez holds a master's degree from Yale University and a bachelor's degree in economics from the University of California, San Diego, and is also a licensed real estate Broker in New Mexico.

James C. Manatt, Jr. is a former Regent of NMSU, is the President/CEO and founder of Providence Technologies Inc., a consulting firm in energy development projects. The company creates and applies advanced technology for difficult imaging problems in bypassed or overlooked hydrocarbon reservoirs with big upside, and generates both development and wildcat exploration ventures. Core competencies include 3D seismic imaging, data acquisition, data interpretation and mapping. Clients include a broad industry spectrum from majors, such as Conoco, to small independents. The company's work, resulting in major discoveries for clients, has been recognized as front-page stories in the Oil & Gas Investor and Oil & Gas Journal.

Mr. Manatt's public service includes Past President, NMSU Board of Regents and member of the Physical Science Institute. He is also a founding director of Mesilla Valley Bank; President, Sierra Oil & Gas, Inc.; President, El Dorado Land Corporation; Member, CDX Frontiers LLC; licensed commercial pilot, and realtor. He obtained a bachelor's degree in journalism and mass communications from NMSU.

Jackie Kerby Moore currently serves as an economic development advisor to organizations across North America after a 35-year career at Sandia National Laboratories. She serves on the National Advisory Council for the Federal Laboratory Consortium, the tech transfer network for over 300 federal

laboratories, agencies, and research centers. In addition, Ms. Kerby Moore is a member of the Past Presidents Advisory Council for the Association of University Research Parks. Locally, she serves on the Board of Directors for Arrowhead Center at New Mexico State University as well as the Santa Fe Business Incubator.

During her tenure at Sandia, Ms. Kerby Moore launched the Lab's Economic Development Program. She was the founding Executive Director of the Sandia Science and Technology Park and led the New Mexico Small Business Assistance and Entrepreneurial Separation to Transfer Technology programs for the Lab. She developed Sandia's Center for Collaboration and Commercialization located in downtown Albuquerque. During the 2020 New Mexico legislative session, Ms. Kerby Moore and her team successfully lobbied for a new technology maturation tax credit initiative available to New Mexico businesses.

Ms. Kerby Moore earned BBA and MBA degrees from New Mexico universities and is a proud graduate of NMSU.

Mike Rogers is a former part-time Senior Project Director and full-time Chief Marketing Officer for NMSU. He is currently President and CEO at Prism Strategies Group in Truckee, California. He has an extensive background in technology, with work at the executive level at [IDG](#) as Executive Vice President and then Publisher/Chief Executive Officer of their flagship media property, [Computerworld](#). Prior to IDG, he worked at several leading marketing agency companies stewarding such tech brands as Hewlett-Packard, Lexmark, and IBM. At IBM, he led a sequence of new product launches including that of the IBM ThinkPad, as well as a wide range of products from chipsets to mainframes. Mr. Rogers served on the Board of Directors of the Guidewire Group which was very active in the entrepreneurial start-up ecosystem of Silicon Valley. This association evolved into a platform product that provided exhaustive standardized evaluations of start-ups for potential investors and companies looking for acquisitions, as well as a significant view of the ups and downs of startups, their funders, and what makes for a successful startup.

Mr. Rogers has continued involvement with NMSU, having served on the Alumni Board and as Chapter President in the San Francisco Bay Area, conducting a successful campaign to increase active alumni membership to above 350. He serves on the College of Business Advisory Council and is teaching at the College of Business in an adjunct faculty position. He is the recipient of the James F. Cole Memorial Award for Service to the university and has been recognized as a Distinguished Alumni from the College of Business. Currently, Mr. Rogers remains engaged in mentoring NMSU students in their careers regardless of their college.

References:

We refer to the Bylaws of Arrowhead Center, Inc., as amended, Article III, Directors, Section 2., Number, Tenure, and Qualifications. Voting Directors, Non-position Directors, include individuals who are not officers or employees of New Mexico State University. Non-position Directors shall hold office from the date of their appointment by the Board of Regents of New Mexico State University, for a two-year term.

BYLAWS OF
THE ARROWHEAD CENTER, INC.
FORMERLY THE UNIVERSITY TECHNOLOGY TRANSFER
CORPORATION, INC.

ARTICLE III
DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by the Board of Directors.

Section 2. Number, Tenure and Qualifications. The number of voting directors of the corporation shall be no more than twenty-five (25), as shall be determined by the Board of Regents of New Mexico State University.¹ A majority of the members of the Board of Directors shall be individuals who are officers or employees of New Mexico State University. Directors from the New Mexico State University Board of Regents shall be appointed by the Board of Regents each calendar year. Voting directors shall be from two groups. One group, referred to herein as "Position Directors," will include all directors who are members of the Board of Directors by reason of holding a particular office or position at New Mexico State University or some other institution. These directors shall continue in office as directors of the corporation for so long as they continue to hold their respective positions at New Mexico State University or their respective institutions. Individuals who are appointed to any of these positions on an acting or interim basis shall serve as directors for so long as they hold such position.⁴

A second group, referred to herein as "Non-position Directors," will include individuals who are not officers or employees at New Mexico State University. Non-position Directors shall hold office from the date of their appointment by the Board of Regents of New Mexico State University, for a two-year term.

Prior Approvals: At the June 15, 2023, Arrowhead Center, Inc. Annual Board of Directors meeting, President Hansen recommended that the ACI Board approve the nomination of Davin Lopez, James Manatt, Jr., Jackie Kerby Moore, and Mike Rogers, to serve as Non-Position Directors from July 1, 2023, through June 30, 2025. The ACI Board unanimously approved those nominated to serve the designated term, upon consent of the NMSU Board of Regents.

Agenda Item Approved By:

Kathryn R. Hansen
President/Chief Executive Officer
Arrowhead Center, Inc.

Date

**Board of Regents Meeting
Meeting Date: July 14, 2023
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Agenda Item # D-3

- Action Item
- Consent Item
- Informational Item

Presented By: Kathryn R. Hansen, President/CEO
Arrowhead Center, Inc.

Agenda Item: Arrowhead Center, Inc. Bylaws Update

Requested Action of the Board of Regents: Approval of the updates to the Bylaws of Arrowhead Center, Inc.

Executive Summary: Proposed changes to the Arrowhead Center, Inc. Bylaws are attached hereto for review and final approval by the NMSU Board of Regents. Language that is requested to be removed from the Bylaws is indicated by strikethrough; language that is requested to be inserted into the Bylaws is highlighted in yellow. One green highlight adds clarification of the voting status of the position.

References: Please refer to the Arrowhead Center, Inc. Bylaws (nine pages) attached to this Agenda Item Cover Page dated July 14, 2023.

Prior Approvals: At the June 15, 2023, Arrowhead Center, Inc. (ACI) Annual Board of Directors meeting, President Hansen recommended that the ACI Board consider and approve the updates to the ACI Bylaws. The ACI Board unanimously approved the updates as indicated herein, and those changes will be official upon approval of the NMSU Board of Regents.

Agenda Item Approved By:

Kathryn R. Hansen
President/Chief Executive Officer
Arrowhead Center, Inc.

Date

AUG 17 1989

BYLAWS OF
THE ARROWHEAD CENTER, INC. FORMERLY
THE UNIVERSITY TECHNOLOGY TRANSFER
CORPORATION, INC.

ARTICLE I

CORPORATE OFFICE

The principal office of the corporation in the State of New Mexico shall be located in the City of Las Cruces and County of Dona Ana. The corporation may have such other offices, either within or without the State of New Mexico, as the business of the corporation may require from time to time.

ARTICLE II

MEMBERS

The corporation shall have no members.

ARTICLE III

DIRECTORS

Section 1. General Powers. The business and affairs of the corporation shall be managed by the Board of Directors.

Section 2. Number, Tenure, and Qualifications. The number of voting directors of the corporation shall be no more than twenty-five (25), as shall be determined by the Board of Regents of New Mexico State University.¹ A majority of the members of the Board of Directors shall be individuals who are officers or employees of New Mexico State University. Directors shall be appointed at the first meeting of the Board of Regents of New Mexico State University each calendar year. Directors from the New Mexico State University Board of Regents shall be appointed by the Board of Regents each calendar year.^{2,3}

¹ Prior to 2011 update, the number of voting directors was noted to be "no less than four and no more than six."

² Inserted in 2011 update.

³ Prior to 1991, this section included the following: The voting directors shall be appointed by the Regents of New Mexico State University. The term of office of each voting director shall be until the next annual meeting of directors, and each voting director shall hold office for the term for which he or she is appointed and until his or her successor has been appointed and qualified. The voting directors shall consist of two members of the Regents, the President, the Executive Vice President, the Vice President for Research and Economic Development, and the Vice President for Business Affairs of New Mexico State University. No person may

Voting directors shall be from two groups. One group, referred to herein as “Position Directors,” will include all directors who are members of the Board of Directors by reason of holding a particular office or position at New Mexico State University or some other institution. These directors shall continue in office as directors of the corporation for so long as they continue to hold their respective positions at New Mexico State University or their respective institutions. Individuals who are appointed to any of these positions on an acting or interim basis shall serve as directors for so long as they hold such position.⁴

A second group, referred to herein as “Outside Directors” “Non-position Directors,” will include individuals who are not officers or employees at New Mexico State University. Outside Directors Non-position Directors shall hold office from the date of their appointment until the first meeting of the Board of Regents in the second calendar year following their appointment by the Board of Regents of New Mexico State University, for a two-year term.

The attorney holding the position of General Counsel for New Mexico State University shall be an ex-officio director. The attorney holding the position of General Counsel for New Mexico State University shall be a non-voting, ex-officio director.

The Position Directors shall include (subject to change by the university according to any then-current update of its applicable position titles as noted below):

- the Chancellor/President of New Mexico State University,
- the Executive Vice President and Provost and Chief Academic Officer of New Mexico State University,
- two Regents from the New Mexico State University Board of Regents (to be designated by the Board of Regents),
- the Dean of the College of Agricultural, Consumer, and Environmental Sciences at New Mexico State University,
- the Dean of the College of Arts and Sciences at New Mexico State University,
- the Dean of the College of Business at New Mexico State University,
- the Dean of the College of Education at New Mexico State University,
- the Dean of the College of Engineering at New Mexico State University,
- the Dean of the College of Health, Education, and Social Transformation and Social Services at New Mexico State University,
- the Vice President for Research, Creativity, and Strategic Initiatives at New Mexico State University,
- the Vice President Associate Vice Chancellor for External Relations and Economic Development at New Mexico State University,
- the Senior Vice President for Administration and Finance Associate Controller and Director of Finance and Business Services at New Mexico State University,
- the Director of the Physical Science Laboratory at New Mexico State University,
- the Chief Executive Officer, Arrowhead Center, Inc., and
- the New Mexico Economic Development Cabinet Secretary⁵

be appointed as a voting director of the corporation if that person is a “disqualified person” as defined in Section 4946 of the Internal Revenue Code. Each member of the Regents of New Mexico State University who is not a voting member shall be an ex officio, non-voting member of the corporation’s Board of Directors.”

⁴ This paragraph was added in the 2011 update.

⁵ Position Directors have evolved through a number of updates. In 2015, four position directors were eliminated: the Director of NMSU’s Physical Science Laboratory; NMSU’s Senior Vice President for External Relations and Chief of Staff; New Mexico Tech’s Vice President for Research and Economic Development; and the New Mexico Small Business Development Center Network’s State Director.

Section 3. Duties and Powers. The Board of Directors shall have control and management of the business and affairs of the corporation. The Directors shall in all cases act as a Board, regularly convened, and, in the transaction of business, the act of a majority of voting Directors present at a meeting except as otherwise provided by law, these Bylaws or the Articles of Incorporation shall be the act of the Board, provided a quorum of voting directors is present. The voting directors may adopt such rules and regulations for the conduct of their meetings and the management of the corporation as they may deem proper, not inconsistent with law or these Bylaws.

Section 4. Annual Meetings. An annual meeting of the Board of Directors, for the purposes of electing officers and for the transaction of any other business which may come before the meeting, shall be held at a place and time designated by the President of Arrowhead Center, Inc. or his designees, within a six month period following the first meeting of the Board of Regents of New Mexico State University of the calendar year, upon ten (10) days' notice to all Directors. ⁶

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president at any time. The president or secretary shall, upon a written request of a majority of the number of voting Directors or upon a written request of the President of New Mexico State University, call a special meeting of the Board of Directors to be held not more than seven (7) days after the receipt of such request. The president may fix any place, either within or without the State of New Mexico, as a place for holding any special meeting of the Board of Directors.

Section 6. Notice. Notice of any special meeting shall be given at least three (3) days prior thereto by written notice delivered personally or mailed to each director at his or her last known post office address, or sent by telegram. or sent via email with delivery receipt and read receipt requested. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon pre-paid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. If notice is given via email with delivery receipt and read receipt requested, such notice shall be deemed to be delivered when the email delivery receipt is received by the sender. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except that where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting unless otherwise required by these Bylaws.

Section 7. Quorum. A majority of the number of voting directors shall constitute a quorum for the transaction of business at any regular or special meeting. A quorum, once attained at a meeting, shall be deemed to continue until adjournment notwithstanding a

⁶ This section has undergone several revisions. Prior to 2011, it was noted in the first sentence that "appointing directors" was one of the purposes of the annual meeting; this was further altered to read "purposes of electing officers" in 2011. As noted previously, prior to 2011, it was stipulated that annual meetings were to be held in September, October, or November of each year. The addition noting that the meeting schedule would be designated by President of Arrowhead Center within a six-month period following the first Regents meeting was added in 2011; at some point between 1991 and 2011, that time period was noted to be three months. Between 1991 and 2011, the section ended with the sentence "The first order of business at each annual meeting shall be the appointment of the successor voting directors in the manner provided in these Bylaws."⁶

voluntary withdrawal of enough voting directors to leave less than a quorum. The act of the majority of the voting directors present, at a meeting at which a quorum is present, unless otherwise provided by law, these Bylaws or the Articles of Incorporation, shall be the act of the Board of Directors. If less than a majority of the voting directors is present at any meeting, a majority of the voting directors present may adjourn the meeting from time to time without further notice.

Section 8. Manifestation of Dissent. A voting director who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 9. Vacancies. Any vacancy occurring in the Position Directors shall be filled by a successor voting director who has been named to the qualifying position (on either a permanent or interim basis) (on either a permanent, acting, or interim basis) by the appropriate institution. Any vacancy occurring among the Outside Non-position Directors shall be filled by a successor appointed by the Board of Regents of New Mexico State University for a two-year term. An Outside Director appointed to fill a vacancy arising by reason of an increase in the number of voting directors shall serve until the first meeting of the Board of Regents of New Mexico State University in the second calendar year following the appointment.⁷

Section 10. Removal of Directors. A director may be removed at any time by the Board of Regents of New Mexico State University by written notice to such director that he or she is being removed from the Board of Directors, such removal to take effect immediately.

Section 11. Compensation. No compensation shall be paid to any director for attending any annual or special meeting of the Board of Directors or for performing any action on behalf of the corporation in his or her capacity as a director. A director shall be reimbursed for out-of-pocket expenses incurred in performing his or her duties as a director, including, but not limited to, travel, food, lodging, postage, and telephone expenses, if and only if such reimbursement is authorized by the Board of Directors.

Section 12. Resignation. Any director may resign his or her office at any time; such resignation to be made in writing and to take effect immediately without acceptance.

Section 13. Committees. The Board of Directors, by resolution adopted by a majority of the voting Directors, may designate from among its members an executive committee and one (1) or more other committees each of which, to the extent provided in the resolution, shall have and may exercise all the authority of the Board of Directors, but no such committee shall have the authority of the Board of Directors in reference to

⁷ Prior to 1991, this section read "A director appointed to fill a vacancy arising by the resignation or removal of a voting director shall serve for the unexpired term of his or her predecessor in office. A voting director appointed to fill a vacancy arising by reason of an increase in the number of voting Directors shall serve until the next annual meeting of directors."

amending the articles of incorporation, adopting a plan of merger or consolidation, recommending the sale, lease, exchange or other disposition of all or substantially all the property and assets of its business, recommending a voluntary dissolution of the corporation or a revocation thereof, or amending the Bylaws of the corporation. The designation of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

Section 14. Written Consent. Any action required by law to be taken at a meeting of the Board of Directors of the corporation, or any action which may be taken at a meeting of the Board of Directors or of a committee, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, or all of the members of the committee, as the case may be. The consent shall have the same effect as a unanimous vote.

Section 15. Telephonic Participation. Members of the Board of Directors or any committee may participate in a meeting of the Board or Committee by means of a conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

ARTICLE IV

OFFICERS

Section 1. Officers and Qualification. The officers for the corporation shall consist of a president, one or more vice presidents, (the number thereof to be determined by the Board of Directors from time to time), a secretary and a treasurer, each of whom shall be elected by the Board of Directors at the time and in the manner prescribed by these Bylaws. Other officers and assistant officers and agents deemed necessary may be elected or appointed by the Board of Directors or chosen in the manner prescribed by these Bylaws. No person shall be eligible to serve as an officer of the corporation unless he or she is an employee or Regent of New Mexico State University. Any two (2) or more offices may be held by the same person, except the offices of president and secretary. No person shall be eligible to serve as president or secretary of the corporation unless he or she is also a voting member of the Board of Directors of the corporation. All officers and agents of the corporation, as between themselves and the corporation, shall have the authority and perform the duties in the management of the corporation as provided in these Bylaws, or as determined by the resolution of the Board of Directors not inconsistent with these Bylaws.

Section 2. Election and Term. All officers of the corporation shall be elected annually by the Board of Directors at its annual meeting.⁸ If the election of officers is not held at such meeting, such election shall be held as soon thereafter as may be convenient. Each officer shall hold office until his or her successor has been duly elected

⁸ Prior to 2011, it was specified that the annual meeting was to be held in September, October, or November of each year.

and qualified, or until removed as hereinafter provided.

Section 3. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors.

Section 4. Removal. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person removed. Election or appointment of an officer or agent shall not, of itself, create contract rights.

Section 5. Duties of Officers. The duties and powers of the officers of the corporation shall be as follows and that shall hereafter be set by resolution of the Board of Directors:

Chairperson of the Board of Directors

The Board of Directors shall have the right and power to elect a chairperson from among the voting members of the Board of Directors. If a chairperson of the Board of Directors is elected, he or she shall preside at all meetings of the Board of Directors in place of the president of the corporation, and he or she may also cast his/her vote on all questions.

President

The president shall be the principal officer of the corporation and shall preside in the absence of an elected chairperson at all meetings of the Board of Directors and executive committee. The president shall be responsible for seeing that the actions of the Board are carried into effect and for reporting to the Board on the conduct and management of the affairs of the corporation. The president shall be an ex officio member of all committees established by the Board and shall perform such other duties as are prescribed elsewhere in the Bylaws and as are usual to this office.

Chief Executive Officer

The chief executive officer shall be responsible for day-to-day operations of the corporation subject to the policies established by the Board of Directors from time to time and to the Bylaws of the corporation.

Vice President

The vice presidents, in order of their rank, vice president shall perform the duties of the president in the event of the president's absence or disability, and shall assist the president in such duties as the president shall assign.

Secretary

The secretary shall be responsible for issuing notices of all meetings of the Board

of Directors, and executive committee, and shall see that minutes of such meetings are kept. The secretary shall be responsible for the custody of corporate books, records and files, and shall perform such other duties as usual to this office or assigned by the Board of Directors or president.

Treasurer

The treasurer shall be responsible for the receipt and custody of all monies of the corporation and for the disbursement thereof as authorized by the Board of Directors; for seeing that accurate accounts are kept of monies received and paid out; for executing contracts or other instruments authorized by the Board; for preparing and issuing financial statements and reports; and for presenting an annual report of independent auditors of the books to the Board. The treasurer shall be ex-officio a member of any committee formed pertaining to finances and shall perform other duties incident to the office.

Section 6. Compensation of Officers. The officers shall receive no salary or compensation.

ARTICLE V

CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI

SEAL

The Board of Directors may by adoption of a resolution provide that the corporation shall obtain a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words, "Corporate Seal, New

Mexico.” The corporate seal may be used on all items executed by the corporation, but its presence is not essential to the validity of any written instrument duly signed by authorized corporate officers.

ARTICLE VII

FISCAL YEAR

The corporation shall have a fiscal year, which shall be determined by the Board of Directors during the first twelve (12) months of operation of the corporation. Such fiscal year shall end on the last day of any one calendar month, and shall begin the first day of the next succeeding calendar month.

ARTICLE VIII

WAIVER OF NOTICE

Whenever under the provisions of these Bylaws or of any statute any director is entitled to notice of any regular or special meeting or of any action to be taken by the corporation, such meeting may be held or such action may be taken without the giving of such notice, provided every director entitled to such notice in writing waives the requirements of the Bylaws in respect thereto.

ARTICLE IX

AMENDMENTS

Subject to the limitations set forth in the Articles of Incorporation, and subject to the approval of the Regents of New Mexico State University, these Bylaws may be altered, amended, repealed or new Bylaws adopted by a majority of the voting members of the Board of Directors at the annual meeting or a special other meeting of the Board of Directors.

ARTICLE X

ANNUAL REPORT AND AUDIT

Section 1. Annual Report. The corporation shall within ninety days following the close of each fiscal year submit an annual report of its activities for the preceding year as required by the Nonprofit Corporation Act under which the corporation is incorporated.

Section 2. Audit. The Board of Directors shall annually contract with an independent certified public accountant, licensed by the state, to perform an examination and audit of the accounts and books of the corporation, including its receipts, disbursements, contracts, leases, sinking funds, investments and any other records and papers relating to its financial standing, and the certified public accountant shall make a

determination as to whether the corporation has complied with the provisions of the University Research Park Act University Research Park and Economic Development Act. The person performing the audit shall furnish copies of the audit report to the Regents of New Mexico State University and the State Corporation Commission where they shall be placed on file and made available for inspection by the general public.

ARTICLE XI

CONFLICTS OF INTEREST

Section 1. Conflicts of Interest. If any director, officer, or employee of the corporation shall be interested either directly or indirectly or shall be an officer or employee of or have any ownership interest in any firm or legal entity interested directly or indirectly in any contract with the corporation, except for any agency, instrumentality, department or political subdivision of the state, such interest shall be disclosed to and shall be set forth in the minutes of the corporation. The director, officer, or employee having such interest shall not participate on behalf of the corporation in the authorization of the contract.

Section 2. Gratuities or Reimbursements. No director, officer, or employee of the corporation shall accept any gratuities in connection with the issuance of bonds under the University Research Park Act University Research Park and Economic Development Act nor shall any such individual be reimbursed for expenses incident to the issuing of bonds except such expenses as are reimbursed as provided under the provision of rules of the regents Board of Regents of New Mexico State University.

Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-4

- Action Item
- Consent Item
- Informational Item

Presented By: Matty Burns, NMSU Foundation
Chief of Staff

Agenda Item:

Philanthropic Naming of Pan Am Suites

Requested Action of the Board of Regents:

Approval of naming of the new Pan Am suites to the “Jag and Linda Cheema Suites”

Executive Summary:

The NMSU Foundation in partnership with NMSU Athletics is seeking approval to name the newly constructed suites in the Pan Am center the “Jag and Linda Cheema Suites”, as recognition for a gift pledge of \$312,400 to the Cheema Athletics Excellence Fund.

References:

Please see: Philanthropic Naming of Pan Am Suites Memorandum and Facility Naming Agreement

Prior Approvals:

Approved by: NMSU Athletics, NMSU Foundation, and the NMSU Naming Committee



BE BOLD. Shape the future.

MEMORANDUM

TO: NMSU Board of Regents

FROM: David Strong, Interim President, NMSU Foundation

DATE: July 7, 2023

SUBJECT: Philanthropic Naming of the Pan Am Basketball Suites



The NMSU Foundation in partnership with NMSU Athletics is seeking approval to name the newly constructed suites in the Pan Am center the "**Jag and Linda Cheema Suites**", as recognition for a gift pledge of **\$312,400** to the Cheema Athletics Excellence Fund. The Cheema Athletics Fund provides support to NMSU athletics at the discretion of the Athletics' Director.

The conditions of this naming opportunity have been discussed and approved by both Athletics, the NMSU Foundation, and the NMSU Naming Committee, and are outlined in a signed gift agreement with the donor, Foundation, and Athletics. Jag and Linda Cheema have already begun pledge payments, and the NMSU Foundation feels confident the full pledge amount will be paid.

If this naming is approved by the Board of Regents, the naming will be publicly announced at a formal dedication of the suites. Athletics and the University Architect's office will work on the details of name placement and design.

Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-5

- Action Item
- Consent Item
- Informational Item

Presented By: Matty Burns, NMSU Foundation
Chief of Staff

Agenda Item:

Philanthropic naming/establishing of the “New Mexico Beef Council Meat Science Laboratory”

Requested Action of the Board of Regents:

Approval of establishing the “New Mexico Beef Council Meat Science Laboratory” which will be located within the Food Science, Security and Safety Facility.

Executive Summary:

Then NMSU Foundation in partnership with the College of Aces is seeking approval to establish the “New Mexico Beef Council Meat Science Laboratory”. The naming of the lab is in recognition of a gift of \$400,000 to support the Meat Science Laboratory, Agricultural Modernization and Educational Facilities Fund.

References:

Please see: NM Beef Council Meat Lab Naming Memo and NM Beef Council Facility Naming Agreement.

Prior Approvals:

Approved by: College of ACES and the NMSU Foundation.



BE BOLD. Shape the future.

MEMORANDUM

TO: NMSU Board of Regents

FROM: Matty Burns, Chief of Staff, NMSU Foundation 

DATE: July 7, 2023

SUBJECT: Philanthropic Naming for NM Beef Council Meat Science Lab

The NMSU Foundation in partnership with the College of ACES is seeking approval to establish the "New Mexico Beef Council Meat Science Laboratory" which will be located within the Food Science, Security and Safety Facility. The naming of the lab is in recognition of a gift of \$400,000 to support the Meat Science Laboratory, Agricultural Modernization and Educational Facilities Fund. The lab will total 6,214 square feet and will include the following rooms:

- Room 105, Fabrication, 721 SF
- Room 107, Processing, 1,623 SF
- Room 107A, Ante, 123 SF
- Room 107B, Finished Product Freezer #2, 145 SF
- Room 108, Smoke Kitchen, 476 SF
- Room 112, Smoke Supply, 120 SF
- Room 107D, Storage, 95 SF
- Room 105B, Future Holding Cooler, 317 SF
- Room 105A, Holding Cooler #1, 300 SF
- Room 103F, Hot Box, 302 SF
- Room 103D, Edible Offal, 123 SF
- Room 103C, Inedible Offal, 112 SF
- Room 103, Abattoir, 1,357 SF
- Room 103H, Abattoir Storage, 171 SF
- Room 103B, Storage, 73 SF
- Room 103A, Ante, 156 SF

The conditions of this naming opportunity have been discussed and approved by both ACES and the NMSU Foundation and are outlined in a signed gift agreement with the donor, Foundation, and ACES. New Mexico Beef Council has completed all pledge payments toward this gift.

If this naming is approved by the Board of Regents, the naming will be publicly announced at a formal dedication. ACES and the University Architect's office will work on the details of name placement and design.

Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-6

- Action Item
- Consent Item
- Informational Item

Presented By: Scott Eschenbrenner
President/CEO
Aggie Development, Inc.

Agenda Item: Perpetual Access Easement located near Triviz Drive in the Vicinity of Pan Am Plaza by and between Aggie Development Inc. and Plata Partners, LLC

Requested Action of the Board of Regents:

Approval of the perpetual access easement located near Triviz Drive in the Vicinity of Pan Am Plaza by and between Aggie Development Inc. and Plata Partners, LLC as presented.

Executive Summary:

ADI hereby grants and conveys to Plata and its successors and assigns, and their respective officers, directors, agents, tenants, employees, customers, and invitees, a non-exclusive easement to use the entranceways and driveways on the ADI Parcel illustrated and described on Exhibit C-1 and Exhibit C-2, attached hereto ("Access Area") for the purpose of reciprocal, free, perpetual, and uninterrupted access by persons and vehicles (i) to and from the Plata Parcel through the Access Area ("Easement"). It is acknowledged and agreed that the Access Area, and Easement thereto, are non-exclusive to Plata, and that, among other things, they may be utilized ADI and NMSU and their respective officers, directors, agents, tenants, employees, customers, and invitees. No Party may prevent, hinder, obstruct, or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to, from, or through the Access Area in any material manner; provided, however that the flow and passage of vehicular and pedestrian traffic in the Access Area may be disrupted for limited periods of time during times of construction, repair, restoration, reconstruction, or to prevent a public taking through condemnation or other means of public acquisition, and that any disruption of vehicular and pedestrian ingress and egress within the Access Area will be for the shortest time reasonably practicable.

References:

Please see the attached agreement and exhibits.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“**Agreement**”) is entered to as of the date of the final signature below, by and between **AGGIE DEVELOPMENT, INC.**, a New Mexico non-profit corporation (“**ADI**”), whose address is PO Box 3145, Las Cruces, New Mexico 88003, **PLATA PARTNERS, LLC**, a Texas limited liability company (“**Plata**”), whose address is 118 Mesa Park, Suite 100, El Paso, Texas 79922, For the purposes hereunder, ADI and Plata will collectively be referred to herein as the “**Parties**” or singularly as a “**Party**”.

Background

A. The Regents of New Mexico State University (“**NMSU**”) are the owner of certain real property in Dona Ana County, New Mexico as more specifically described in **Exhibit A** as attached hereto (“**ADI Parcel**”);

B. ADI ground leases the ADI Parcel from NMSU (“**ADI Ground Lease**”);

C. Plata is the sub-ground lessee under that certain Ground Lease Agreement dated as of February 14, 2022, between ADI and Plata, as amended (the “**Plata Sub-Ground Lease**”); the sub-ground leased area being more particularly described on **Exhibit B** as attached hereto (“**Plata Parcel**”); and

D. Plata, together with its respective successors under the Plata Sub-Ground Lease, desire to enter into this Agreement with ADI to allow an easement for use of a portion of the ADI Parcel for access to the Plata Parcel and other conditions, covenants and restrictions as provided in this Agreement, with such easement and other conditions, covenants and restrictions to run with the Plata Parcel and be binding on and inure to the benefit of the Parties and the Parties’ respective successors and assigns, and any person or entity acquiring any right, title or interest in the Plata Parcel and their respective customers, tenants, vendors, suppliers, visitors, invitees, heirs, successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Parties agree as follows:

1. **Access Easement.** ADI hereby grants and conveys to Plata and its successors and assigns, and their respective officers, directors, agents, tenants, employees, customers, and invitees, a non-exclusive easement to use the entranceways and driveways on the ADI Parcel illustrated and described on **Exhibit C-1** and **Exhibit C-2**, attached hereto (“**Access Area**”) for the purpose of reciprocal, free, perpetual, and uninterrupted access by persons and vehicles (i) to and from the Plata Parcel through the Access Area (“**Easement**”). It is acknowledged and agreed that the Access Area, and Easement thereto, are non-exclusive to Plata, and that, among other things, they may be utilized ADI and NMSU and their respective officers, directors, agents, tenants, employees, customers, and invitees. No Party may prevent, hinder, obstruct, or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to, from, or through the Access Area in any material manner; provided, however that the flow and passage of vehicular and pedestrian traffic in the Access Area may be disrupted for limited periods of time during times of construction, repair, restoration, reconstruction, or to prevent a public taking through condemnation or other means of public acquisition, and that any disruption of vehicular and pedestrian ingress and egress within the Access Area will be for the shortest time reasonably practicable.

2. **Maintenance and Repair.** The pavement within the Access Area will be maintained in good condition and repair by ADI. Plata and its successors and assigns agree to reimburse to ADI one-half of the reasonable and necessary costs of repair and maintenance of the Access Area, including pavement.

3. Easement Closure. ADI will have the right to close temporarily the Access Area to such an extent, when in the reasonable opinion of ADI, the Access Area is in need of repair, maintenance, or restoration or to prevent a dedication thereof or an accrual of any rights in any person or in the general public therein. Notwithstanding anything to the contrary, if ADI performs work on the Access Area under this Agreement, it will, except in cases of emergency, schedule, conduct, and limit installation, construction, maintenance, repair, and other work and activities in, on, across, about and under the Access Easement during and to such times and in such a manner as will not unreasonably interfere with the use, operation, and enjoyment of the Plata Parcel or of the Easement itself. The Access Area may not be relocated without the prior written consent of the Parties.

4. Grant of Easements. The Easement granted and established in this Agreement will be for the benefit of and be restricted solely to the sub-lessee(s) of the Plata Parcel. However, such sub-lessee(s) of the Plata Parcel will be authorized to grant the benefits of such easements to their lessees and tenants, now or hereafter, occupying buildings or portions thereof for the period of such tenancy and to the customers and business invitees of such tenants. This authorization is not intended and will not be construed to create any rights in and for the benefit of the tenants or the general public. The Easement, rights and privileges herein granted will be used and enjoyed in such a manner as not to cause any unreasonable interference with the conduct and operations of any business existing and operating within the ADI Parcel.

5. Insurance. Plata and its successors and assigns must at all times maintain or cause to be maintained its own, commercial general liability insurance, with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, covering bodily injury and property damage liability. Such policy must name ADI and NMSU as an additional insured and a copy of such policy or certificate of same must be provided to ADI upon its request. The required amount of commercial general liability insurance required to be carried as provided hereunder may be increased no more than every ten (10) years from the date of this Agreement to be in the amount of commercial general liability insurance equal to similarly situated property located in Las Cruces, New Mexico. Notwithstanding the foregoing, Plata and its successors and assigns must be permitted to cause its tenant(s) to carry the foregoing insurance policies, provided such tenant(s) name(s) ADI and NMSU as additional insureds.

6. Casualty. In the event any portion of Access Area is damaged or destroyed, ADI must promptly cause the repair, restoration, and rebuilding of the portion of the damaged or destroyed Access Area to the extent reasonably necessary to restore such portion of such damaged or destroyed Access Area to their previously improved condition, subject to Paragraph 2 above.

7. Mortgage Subordination. This Agreement, and the rights, privileges, covenants, agreements, and easements hereunder with respect to Plata and its successors and assigns and the ADI Parcel, will be superior and senior to any lien placed upon Access Area or the leasehold interest therein, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof nor the pursuit or enforcement of any remedy herein or otherwise available will defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all of the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement will be binding upon and effective against any person or entity (including any mortgagee or beneficiary under a deed of trust) that acquires title to the ADI Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

8. Binding Effect. The terms and provisions of this Agreement and the servitudes and Easement made, established and granted under this Agreement (a) are made for the direct, benefit or burden of the Plata Parcel and the ADI Parcel; (b) constitute covenants running with the land with respect to the Plata Parcel and ADI Parcel; (c) are nonexclusive, and (d) will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. No Public Dedication Intended. Nothing in this Agreement may be deemed to be a gift or dedication of any portion of the Access Area to or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited for those uses provided herein and for the benefit of those parties, and their successors and assigns and mortgagees, provided for herein.

10. No Joint Venture. It is hereby acknowledged that the relationship between the Parties created hereby is not intended to be and will not in any way be construed to be that of a partnership, joint venture, or principal and agent.

11. Conduct of the Parties. No conduct or course of action undertaken or performed by any Party or its respective successors and assigns will have the effect or, or be deemed to have the effect of, modifying, altering, or amending the terms, covenants and conditions of this Agreement. Failure of either Party or its successors and assigns to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof will not be, or be deemed to be, a waiver of such Party's right to demand exact compliance with the terms of this Agreement. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. Amendment or Termination. This Agreement may be amended or terminated at any time by the mutual agreement of Parties or their respective successors and assigns, which may be recorded in the County Records of Dona Ana County, New Mexico.

13. Governing Law, Attorney's Fees and Jury Waiver. **New Mexico law will apply to this Agreement.** Plata and its successors and assigns will have the right to specifically enforce the terms and provisions of this Agreement. In the event any Party to this Agreement employs an attorney to protect or enforce its rights hereunder, the prevailing party will recover from the non-prevailing party all reasonable attorney's fees and costs, incurred in enforcing the terms of this Agreement. **THE PARTIES DO HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL AND AGREE THAT ANY LITIGATION REGARDING THIS AGREEMENT WILL BE TRIED WITHOUT A JURY.**

14. Invalidity. In the event that any one or more of the provisions of this Agreement should be held invalid or unenforceable for any reason, the remaining provisions of this Agreement will remain in full force and effect and in no way will be affected, impaired, or invalidated.

15. Captions and Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and will in no event be considered in construing or interpreting any provision of this Agreement.

16. Real Estate Taxes. No Party to this Agreement will, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the parcel of any other Party.

17. Notices. All notices given under this Agreement must be in writing and sent by prepaid first-class United States certified mail, return receipt requested, or by a nationally recognized overnight courier service (*e.g.*, UPS) to the addresses shown on the first page. From time to time a Party may designate a new address for the purposes of receiving notices hereunder by giving notice of its new address to the other Party in the manner provided above.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute a single instrument.

19. Covenants Run with the Land. The Easements granted in this Agreement will be perpetual in nature, will run with the Plata Parcel and ADI Parcel, and will benefit and be binding upon each of the Parties hereto and their respective lessees, sublessees, successors, and assigns. This Agreement may be filed for recording with County Records of Dona Ana County, New Mexico. Any transferee of any Party hereto automatically must assume and be bound by the burdens and obligations and be entitled to the rights hereunder running with the Plata Parcel and ADI Parcel being transferred, each such transferee assuming such burdens, obligations, and rights as if originally a party to this Agreement. The Easements may not be blocked, modified, reduced, relocated, or any combination thereof without the prior written consent of the benefitted Party or its successors and assigns, and the then current owner(s) of the ADI Parcel or its respective successors and assigns.

20. Ground Lease. Expressly as may be expressly provided herein to give effect to the rights of the respective Parties, nothing herein is intended to, nor will be construed to, alter or amend the ADI Ground Lease or the Plata Sub-Ground Lease.

[Remainder of Page Intentionally Left Blank—Signature Pages to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PLATA PARTNERS, LLC,
a Texas limited liability company

By: _____
Patrick Gordon, President

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2023 by Patrick Gordon, President of Plata Partners, LLC, a Texas limited liability company, on behalf of such limited liability company

Notary Public in and for the State of
Texas



#18233

November 2, 2018

DESCRIPTION OF A 6.804 ACRE TRACT

A tract of land situate within the City of Las Cruces, Doña Ana County, New Mexico, within Section 21, T.23S., R.2E., N.M.P.M. of the U.S.R.S. Surveys, being all of Block 74 and a portion of Blocks 74, 79 and 80 including portions of vacated Minnesota Avenue, Third Street, and Fourth Street in the College Park Addition, as filed August, 1909 in Plat Record 3, Page 55 of the Doña Ana County Records, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap (No. 22648) set at the intersection of the south line of Wisconsin Avenue and the centerline of vacated Fourth Street, for the northeast corner of this tract;

THENCE from the point of beginning, leaving Wisconsin Avenue and along the centerline of vacated Fourth Street, S.12°13'10"E., 275.00 feet to a 1/2" iron rod (no cap) found along the centerline of vacated Minnesota Avenue for a corner of this tract;

THENCE leaving the centerline of vacated Fourth Street and along the centerline of vacated Minnesota Avenue, S.77°46'50"W., 403.12 feet to a 1/2" iron rod (no cap) found for a corner of this tract;

THENCE leaving the centerline of vacated Minnesota Avenue, S.12°12'39"E., 318.18 feet to a 1/2" iron rod with cap (No. 14269) found along the north line of Triviz Drive for the southeast corner of this tract;

THENCE along the north line of Triviz Drive, S.74°46'45"W., 68.23 feet to a 1/2" iron rod with cap (No. 22648) set at a point of curvature;

THENCE along a curve to the right, having a radius of 385.70 feet, having an arc length of 231.67 feet, a central angle of 34°24'51", and whose chord bears N.88°00'49"W., 228.20 feet to a 1/2" iron rod with cap (No. 22648) set for the southwest corner of this tract;

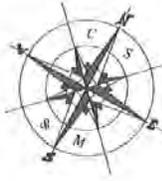
THENCE leaving the north line of Triviz Drive, N.20°24'06"W., 293.72 feet to a 1/2" iron rod with cap (No. 22648) set along the north line of vacated Minnesota Avenue for an angle point of this tract;

THENCE N.12°13'16"W., 250.00 feet to a 1/2" iron rod with cap (No. 5939) found along the south line of Wisconsin Avenue for the northwest of this tract;

THENCE along the south line of Wisconsin Avenue, N.77°46'44"E., 734.33 feet to the point of beginning, containing 6.804 acres of land, more or less.

SUBJECT TO a 20-foot wide underground storm drain easement, being 10 feet on either side of the following described centerline:

Continued....



CARTER SURVEYING AND MAPPING

3267 View Drive Las Cruces, New Mexico 88011
(575) 313-2638 - Carter.Surveying1@gmail.com

Continued...

BEGINNING at a point on the south line of Wisconsin Avenue: WHENCE a 1/2" iron rod with cap (No. 22648) being the northeast corner of the above described 6.804 acre tract bears, N.77°46'44"E., 10.00 feet;

THENCE from the point of beginning, leaving Wisconsin Avenue, S.12°13'10"E., 30.71 feet to an angle point of this easement centerline;

THENCE S.32°46'50"W., 29.04 feet to an angle point of this easement centerline;

THENCE S.12°13'10"E., 119.00 feet to an angle point of this easement centerline;

THENCE S.32°46'50"W., 134.00 feet to an angle point of this easement centerline;

THENCE S.77°46'50"W., 606.88 feet to the terminus point of this easement centerline; WHENCE a 1/2' iron rod with cap (No. 22649) being an angle point along the westerly boundary of the above described 6.804 acre tract bears, N.20°24'06"W., 15.13 feet;

Also SUBJECT TO any other easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS #22648. Field notes by Carter Surveying and Mapping.

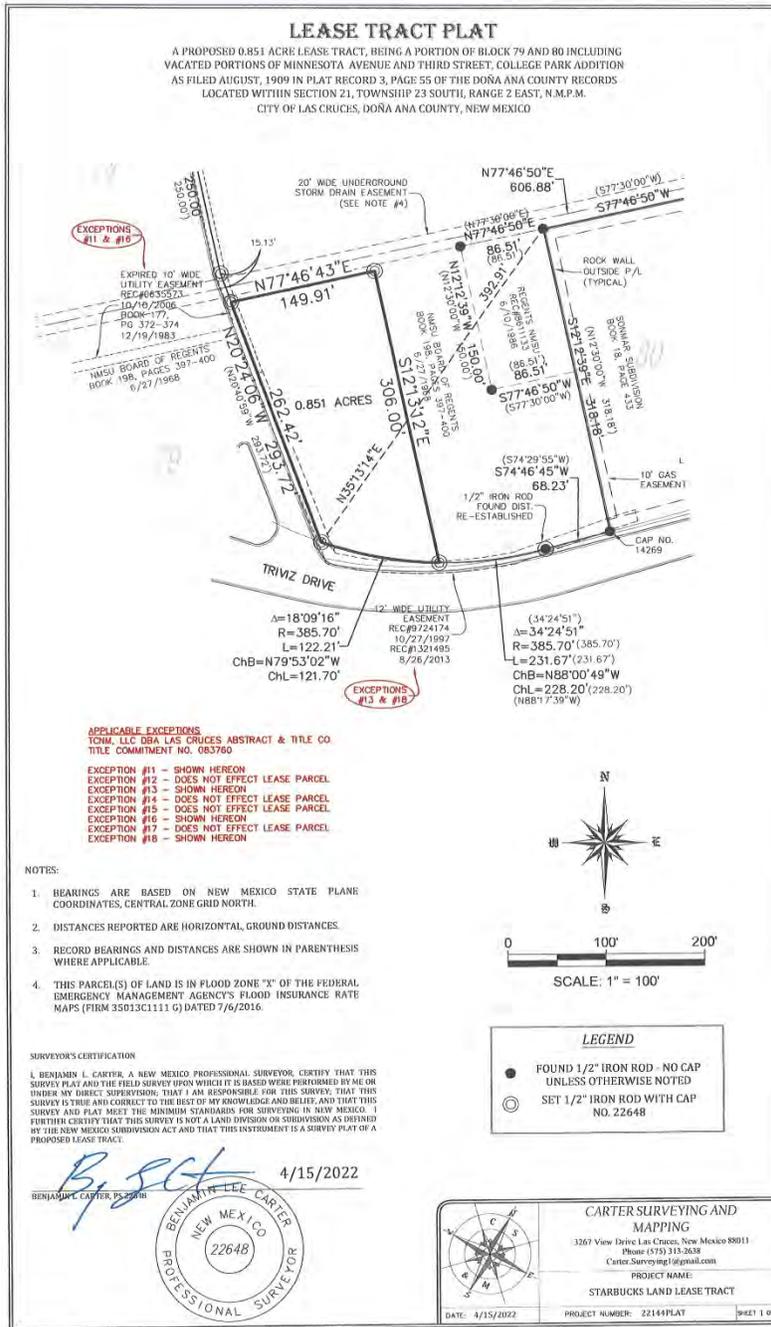
B. L. Carter
Benjamin L. Carter, PS 22648



11/2/18
Date

Exhibit "B"

Plata Parcel





#22144

April 15, 2022

DESCRIPTION OF A 0.851 ACRE LEASE TRACT

A tract of land situate within the City of Las Cruces, Doña Ana County, New Mexico, within Section 21, T.23S., R.2E., N.M.P.M. of the U.S.R.S. Surveys, being a portion of Blocks 79 and 80 including portions of vacated Minnesota Avenue and Third Street in the College Park Addition, as filed August, 1909 in Plat Record 3, Page 55 of the Doña Ana County Records, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap (No. 22648) set along the north line of Triviz Drive for the southwest corner of this tract; **WHENCE** a 1/2" iron rod found for the northwest corner of Sonmar Subdivision, as filed March 14, 1996 in Plat Record 18, Page 433 bears, N.35°13'14"E., 392.91 feet.

THENCE from the point of beginning, leaving Triviz Drive, N.20°24'06"W., 262.42 feet to a 1/2" iron rod with cap (No. 22648) set for the northwest corner of this tract;

THENCE N.77°46'43"E., 149.91 feet to a 1/2" iron rod (No. 22648) set for the northeast corner of this tract;

THENCE S.12°13'12"E., 306.00 feet to a 1/2" iron rod with cap (No. 22648) set along the north line of Triviz Drive for the southeast corner of this tract;

THENCE along the north line of Triviz Drive and along a curve to the right, having a radius of 385.70 feet, having an arc length of 122.21 feet, a central angle of 18°09'16", and whose chord bears N.79°53'02"W., 121.70 feet to the point of beginning, containing 0.851 acres of land, more or less.

SUBJECT TO any easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS #22648. Field notes by Carter Surveying and Mapping.


Benjamin L. Carter, PS 22648

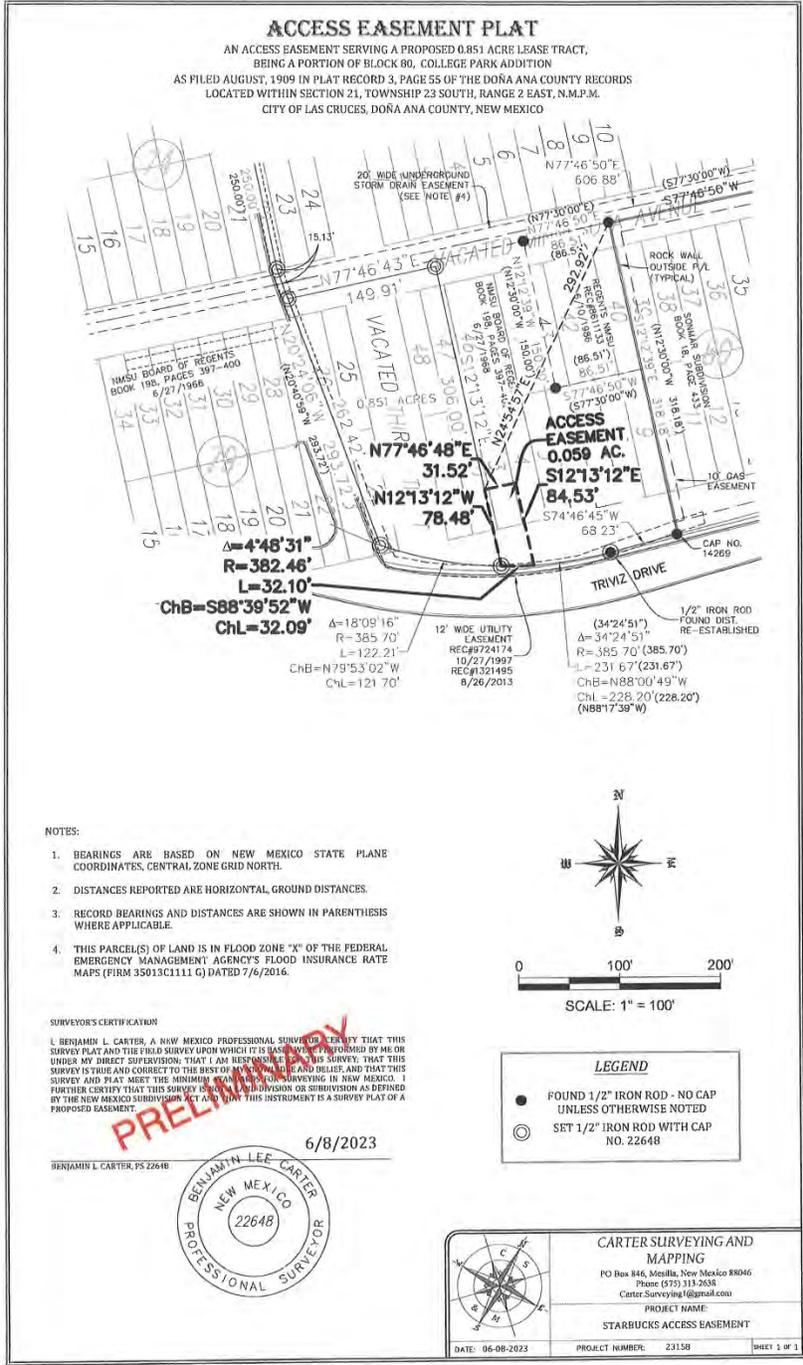

Date



22144 Description.doc

Exhibit "C-1"

Access Area - Tract





#221588

June 8, 2023

DESCRIPTION OF A 0.059 ACRE ACCESS EASEMENT

A tract of land situate within the City of Las Cruces, Doña Ana County, New Mexico, within Section 21, T.23S., R.2E., N.M.P.M. of the U.S. & S. Surveys, being a portion of Block 80 in the College Park Addition, as filed August, 1909 in Plat Record 3, Page 55 of the Doña Ana County Records, and being more particularly described as follows:

BEGINNING at a point for the northwest corner of this easement, WHENCE a 1/2" iron rod found for the northwest corner of Sonmar Subdivision, as filed March 14, 1996 in Plat Record 18, Page 433 bears, N.24°54'57"E, 292.92 feet.

THENCE from the point of beginning, N.77°46'48"E, 31.52 feet to the northeast corner of this easement;

THENCE S.12°13'12"E, 84.53 feet to a point along the north line of Triviz Drive for the southeast corner of this easement;

THENCE along the north line of Triviz Drive and along a curve to the right, having a radius of 383.70 feet, having an arc length of 32.10 feet, a central angle of 04°48'31", and whose chord bears S.88°38'52"W., 32.09 feet to a 1/2" iron rod with cap (No. 22648) found for the southwest corner of this easement;

THENCE N.12°13'12"W., 78.48 feet to the point of beginning, containing 0.059 acres of land, more or less.

SUBJECT TO any easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS 22648. Field notes by Carter Surveying and Mapping.

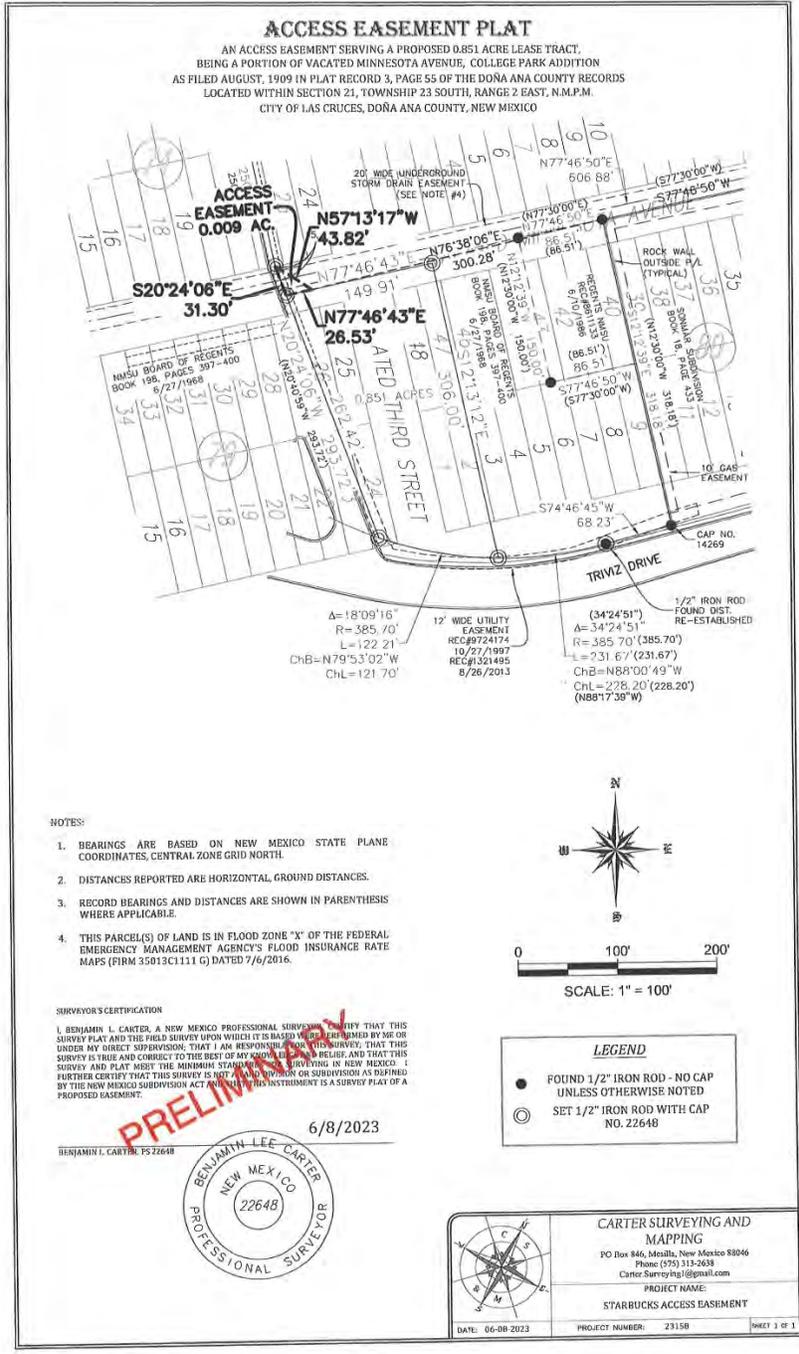
Benjamin L. Carter, PS 22648

Date

PRELIMINARY

Exhibit "C-2"

Access Area - Tract 2





#22158C

June 8, 2023

DESCRIPTION OF A 0.009 ACRE ACCESS EASEMENT

A triangular tract of land situate within the City of Las Cruces, Dona Ana County, New Mexico, within Section 21, T.23S., R.2E., N.M.P.M. of the U.S.R.S. Surveys, being a portion of Vacated Minnesota Avenue in the College Park Addition, as filed August, 1909 in Plat Record 3, Page 55 of the Dona Ana County Records, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod (No. 22648) found for the northmost corner of this easement, WHENCE a 1/2" iron rod found for the northwest corner of Sommar Subdivision, as filed March 14, 1996 in Plat Record 18, Page 433 bears, N76°38'06"E, 300.28 feet.

THENCE from the point of beginning, S20°24'06"E, 31.30 feet to a 1/2" iron rod (No. 22648) found for the southwest corner of this easement;

THENCE N77°46'41"E, 26.53 feet to a point for the southeast corner of this easement;

THENCE N57°13'37"W, 43.82 feet to the point of beginning, containing 0.009 acres of land, more or less

SUBJECT TO any easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS 22648. Field notes by Carter Surveying and Mapping.

PRELIMINARY

Benjamin L. Carter, PS 22648

Date



Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-7

- Action Item
- Consent Item
- Informational Item

Presented By: Scott Eschenbrenner
President/CEO
Aggie Development, Inc.

Agenda Item: Perpetual Access Easement located near Triviz Drive in the Vicinity of Pan Am Plaza by and between Aggie Development Inc. and Plata Partners, LLC

Requested Action of the Board of Regents:

Approval of the perpetual access easement located near Triviz Drive in the Vicinity of Pan Am Plaza by and between Aggie Development Inc. and Plata Partners, LLC as presented.

Executive Summary:

Pan Am Plaza, as ground lessor under the Pan Am Plaza Ground Lease, with the consent of NMSU, hereby grants and conveys to Plata and ADI and their respective successors and assigns, and their respective officers, directors, agents, tenants, employees, customers, and invitees, a non-exclusive reciprocal easement to use the entranceways and driveways on the Pan Am Plaza Parcel illustrated and described on Exhibit "C" attached hereto (collectively the "Access Area") for the purpose of reciprocal, free, perpetual, and uninterrupted access by persons and vehicles (i) to and from the Plata Parcel, and (ii) to and from the public streets adjoining the Pan Am Plaza Parcel through the Access Area (the "Easements"). It is acknowledged and agreed that the Access Area, and Easements thereto, are non-exclusive to Plata and ADI, and that, among other things, they will be utilized by Pan Am Plaza, NMSU and their respective officers, directors, agents, tenants, employees, customers, and invitees. No Party may prevent, hinder, obstruct, or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to, from, or through the Access Area in any material manner; provided, however that the flow and passage of vehicular and pedestrian traffic in the Access Area may be disrupted for limited periods of time during times of construction, repair, restoration, reconstruction, or to prevent a public taking through condemnation or other means of public acquisition, and that any disruption of vehicular and pedestrian ingress and egress within the Access Area must be for the shortest time reasonably practicable.

References:

Please see the attached agreement and exhibits.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “**Agreement**”) is entered to be effective as of the ____ day of _____, 2023, by and between **AGGIE DEVELOPMENT, INC.**, a New Mexico non-profit corporation (“**ADI**”), whose address is PO Box 3145, Las Cruces, New Mexico 88003, **PLATA PARTNERS, LLC**, a Texas limited liability company (“**Plata**”), whose address is 118 Mesa Park, Suite 100, El Paso, Texas 79922, **THE REGENTS OF NEW MEXICO STATE UNIVERSITY**, a state institution of higher education established under Section 11 of Article XII of the Constitution of the State of New Mexico (“**NMSU**”), whose address is c/o Chancellor, P.O. Box 30001, MSC 3Z, New Mexico State University, Las Cruces, New Mexico 88003-8001, and **G.E. PAN AM PLAZA, L.L.C.**, a New Mexico limited liability company (“**Pan Am Plaza**”), whose address is 215 W. San Francisco St., Suite 300, Santa Fe, New Mexico 87501. For the purposes hereunder, ADI, Plata, NMSU, and Pan Am Plaza and their respective lessees, sublessees, successors, and assigns will collectively be referred to herein as the “**Parties**” and each will be individually referred to herein as “**Party**”.

RECITALS:

A. NMSU is the owner of certain real property in Dona Ana County, New Mexico described on **Exhibit “A”** attached hereto (the “**Pan Am Plaza Parcel**”);

B. ADI is the ground lessee of certain real property in Dona Ana County, New Mexico described on **Exhibit “B”** attached hereto (the “**Plata Parcel**”);

C. Pan Am Plaza is the ground lessee of the Pan Am Plaza Parcel from NMSU as ground lessor, under that certain Ground Lease Agreement dated as of November 1, 1980, between Pan Am Plaza’s predecessor-in-interest and NMSU, as amended (the “**Pan Am Plaza Ground Lease**”);

D. Plata is the ground sub-lessee of the Plata Parcel from ADI as ground sub-lessor, under that certain Ground Lease Agreement dated as of February 14, 2022, between ADI and Plata, as amended (the “**Plata Ground Lease**”);

E. The Pan Am Plaza Parcel and the Plata Parcel will each individually be referred to as a “**Parcel**” and collectively as the “**Parcels**”; and

F. Pan Am Plaza and Plata, together with their respective successors under the Pan Am Plaza Ground Lease and Plata Ground Lease, respectively, and with NMSU and ADI as ground lessors, desire to enter into this Agreement to allow easements for reciprocal use of certain areas on their respective Parcels for access and other conditions, covenants and restrictions as provided in this Agreement, with such easements and other conditions, covenants and restrictions to run with the Parcels and be binding on and inure to the benefit of the Parties and the Parties’ respective successors and assigns, and any person or entity acquiring any right, title or interest in the Parcels or any portion within the Parcels, and their respective customers, tenants, vendors, suppliers, visitors, invitees, heirs, successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the Lessees agree as follows:

1. Access Easement. Pan Am Plaza, as ground lessor under the Pan Am Plaza Ground Lease, with the consent of NMSU, hereby grants and conveys to Plata and ADI and their respective successors and assigns, and their respective officers, directors, agents, tenants, employees, customers, and invitees, a non-exclusive reciprocal easement to use the entranceways and driveways on the Pan Am Plaza Parcel

illustrated and described on Exhibit “C” attached hereto (collectively the “**Access Area**”) for the purpose of reciprocal, free, perpetual, and uninterrupted access by persons and vehicles (i) to and from the Plata Parcel, and (ii) to and from the public streets adjoining the Pan Am Plaza Parcel through the Access Area (the “**Easements**”). It is acknowledged and agreed that the Access Area, and Easements thereto, are non-exclusive to Plata and ADI, and that, among other things, they will be utilized by Pan Am Plaza, NMSU and their respective officers, directors, agents, tenants, employees, customers, and invitees. No Party may prevent, hinder, obstruct, or interfere in any way with the free flow and passage of vehicular and pedestrian traffic to, from, or through the Access Area in any material manner; provided, however that the flow and passage of vehicular and pedestrian traffic in the Access Area may be disrupted for limited periods of time during times of construction, repair, restoration, reconstruction, or to prevent a public taking through condemnation or other means of public acquisition, and that any disruption of vehicular and pedestrian ingress and egress within the Access Area must be for the shortest time reasonably practicable.

2. Maintenance and Repair. The pavement within the Access Area must be maintained in good condition and repair by Pan Am Plaza and Plata (or if Plata is no longer sub-ground lessee of the Plata Parcel, then ADI or any future sub-ground lessee of the Plata Parcel) agrees to reimburse to Pan Am Plaza one-half of the reasonable and necessary costs of repair and maintenance of the pavement on the Access Area.

3. Easement Closure. Pan Am Plaza will have the right to close temporarily the Access Area to such an extent, when in the reasonable opinion of Pan Am Plaza, the Access Area is in need of repair, maintenance, or restoration or to prevent a dedication thereof or an accrual of any rights in any person or in the general public therein. Notwithstanding anything to the contrary, if Pan Am Plaza performs work on the Access Area under this Agreement, it will schedule, conduct, and limit installation, construction, maintenance, repair, and other work and activities in, on, across, about and under the Access Easement during and to such times and in such a manner as will not unreasonably interfere with the use, operation, and enjoyment of the Parcels or of the Easements themselves as much as contractor(s) scheduling allows. The Access Area may not be relocated without the prior written consent of all Parties.

4. Grant of Easements. The Easements granted and established in this Agreement will be for the benefit of and be restricted solely to the Plata and ADI and their respective successors and assigns, and any person or entity acquiring any right, title or interest in the Parcels or any portion within the Parcels, and their respective customers, tenants, vendors, suppliers, visitors, invitees, heirs, successors and assigns. However, future sub-lessees of the Plata Parcel will be authorized to grant the benefits of such easements to their sub sub-lessees and tenants, now or hereafter, occupying buildings or portions thereof for the period of such tenancy and to the customers and business invitees of such tenants. This authorization is not intended and will not be construed to create any rights in and for the benefit of the tenants or the general public. The Easements, rights and privileges herein granted must be used and enjoyed in such a manner as not to cause any unreasonable interference with the conduct and operations of any business existing and operating within the Parcels.

5. Insurance. Plata and all future lessees of the Parcels must at all times maintain or cause to be maintained its own, commercial general liability insurance, with limits of not less than \$2,000,000.00 per occurrence and \$5,000,000.00 in the aggregate, covering bodily injury and property damage liability. Such policy must name the Pan Am Plaza, NMSU and ADI as an additional insured and a copy of such policy or certificate of same must be provided to Pan Am Plaza, NMSU and ADI upon such party’s request. The required amount of commercial general liability insurance required to be carried as provided hereunder may be increased no more than every ten (10) years from the date of this Agreement to be in the amount of commercial general liability insurance equal to similarly situated property located in Las Cruces, New Mexico. Notwithstanding the foregoing, any future lessee will be permitted to cause its tenant(s) to carry

the foregoing insurance policies, provided such tenant(s) name(s) all of the lessees of the Pan Am Plaza Parcel as additional insured.

6. Casualty. In the event any portion of Access Area is damaged or destroyed, Pan Am Plaza must promptly contract for the repair, restoration, and rebuilding of the portion of the damaged or destroyed Access Area to the extent reasonably necessary to restore such portion of such damaged or destroyed Access Area to their previously improved condition, subject to Paragraph 2 above.

7. Mortgage Subordination. This Agreement, and the rights, privileges, covenants, agreements, and easements hereunder with respect to each Lessee and the Parcels, will be superior and senior to any lien placed upon any Parcel or the leasehold interest therein, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach hereof nor the pursuit or enforcement of any remedy herein or otherwise available will defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but all of the covenants and restrictions, easements and conditions and other provisions, terms and conditions contained in this Agreement will be binding upon and effective against any person or entity (including any mortgagee or beneficiary under a deed of trust) that acquires title to any Parcel or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

8. Binding Effect. The terms and provisions of this Agreement and the servitudes and Easements made, established and granted under this Agreement (a) are made for the direct, mutual, and reciprocal benefit or burden of the Parcels; (b) constitute covenants running with the Parcels; (c) are nonexclusive, and (d) will be binding upon and inure to the benefit of the lessees of the Parcels and their respective successors and assigns as provided for herein.

9. No Public Dedication Intended. Nothing in this Agreement may be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to the uses provided for herein and for the benefit of those parties, and their respective successors in interest or title, assigns and mortgagees, provided for herein.

10. No Joint Venture. It is hereby acknowledged that the relationship between the Parties created hereby is not intended to be and will not in any way be construed to be that of a partnership, joint venture, or principal and agent.

11. Conduct of the Parties. No conduct or course of action undertaken or performed by a lessee will have the effect or, or be deemed to have the effect of, modifying, altering, or amending the terms, covenants and conditions of this Agreement. Failure of any Party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof will not be, or be deemed to be, a waiver of such party's right to demand exact compliance with the terms of this Agreement. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

12. Amendment or Termination. This Agreement may be amended or terminated at any time by the mutual agreement of all Parties, which may be recorded in the County Records of Dona Ana County, New Mexico.

13. Governing Law, Attorney's Fees and Jury Waiver. **New Mexico law will apply to this Agreement.** The Parties will have the right to specifically enforce the terms and provisions of this Agreement. In the event any party to this Agreement employs an attorney to protect or enforce its rights

hereunder, the prevailing Party may recover from the non-prevailing party all reasonable attorney's fees and costs, incurred in enforcing the terms of this Agreement. THE PARTIES DO HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL AND AGREE THAT ANY LITIGATION REGARDING THIS AGREEMENT WILL BE TRIED WITHOUT A JURY.

14. Invalidity. In the event that any one or more of the provisions of this Agreement should be held invalid or unenforceable for any reason, the remaining provisions of this Agreement will remain in full force and effect and in no way will be affected, impaired, or invalidated.

15. Captions and Headings. The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and will in no event be considered in construing or interpreting any provision of this Agreement.

16. Real Estate Taxes. No Party to this Agreement will, by reason of this Agreement, be obligated to pay any real estate taxes or special assessments levied against the Parcels of any other Party to this Agreement.

17. Notices. All notices given under this Agreement must be in writing and sent by prepaid first-class United States certified mail, return receipt requested, or by a nationally recognized overnight courier service (*e.g.*, UPS) to the addresses shown below. From time to time a Party may designate a new address for the purposes of receiving notices hereunder by giving notice of its new address to the other Party in the manner provided above.

G.E. PAN AM PLAZA, L.L.C
PO Box 1627
Santa Fe, NM 87504

AGGIE DEVELOPMENT, INC
PO Box 3145
Las Cruces, New Mexico 88003

THE REGENTS OF NEW MEXICO STATE UNIVERSITY
c/o Chancellor,
P.O. Box 30001, MSC 3Z, New Mexico State University
Las Cruces, New Mexico 88003-8001

PLATA PARTNERS, LLC
118 Mesa Park, Suite 100
El Paso, Texas 79922

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which, when taken together, will constitute a single instrument.

19. Covenants Run with the Land. The Easements granted in this Agreement will be perpetual in nature, will run with the Parcels, and will benefit and be binding upon each of the Parties and their respective lessees, sublessees, successors, assigns, and such other parties referenced in this Agreement. This Agreement may be filed for recording with County Records of Dona An County, New Mexico. Any transferee of any Party hereto automatically will assume and be bound by the burdens and obligations and be entitled to the rights hereunder running with the Parcel being transferred, each such transferee assuming such burdens, obligations, and rights as if originally a party to this Agreement. The Easements may not be

blocked, modified, reduced and/or relocated without the prior written consent of the benefitted Party or its successors and assigns, and the then current owner(s) of the encumbered Parcel or its respective successors and assigns.

20. Ground Lease. Expressly as may be expressly provided herein to give effect to the rights of the respective Parties, nothing herein is intended to, nor may be construed to, alter or amend the Pan Am Plaza Ground Lease or the Plata Ground Lease.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

PLATA PARTNERS, LLC,
a Texas limited liability company

By: _____
Patrick Gordon, President

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2023 by Patrick Gordon, President of Plata Partners, LLC, a Texas limited liability company, on behalf of such limited liability company

Notary Public in and for the State of
Texas

AGGIE DEVELOPMENT, INC.,
a New Mexico nonprofit corporation

By: _____
Name: _____
Title: _____

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of Aggie Development, Inc., a New Mexico non-profit corporation, on behalf of such corporation.

Notary Public in and for the State of
New Mexico

My Commission Expires:

G.E. PAN AM PLAZA, L.L.C.
a New Mexico Limited Liability
company

by its sole Member,
Greer Enterprises, Inc.

By: _____
Alexis K Girard
President/CEO

STATE OF NEW MEXICO)
)
COUNTY OF SANTA FE)

This instrument was acknowledged before me on the _____ day of _____, 2023 by Alexis K. Girard, the President/CEO of Greer Enterprises, Inc., the sole member of G.E. Pan Am Plaza, LLC, a New Mexico limited liability company, on behalf of such entities.

Notary Public in and for the State of
New Mexico

My Commission Expires:

THE REGENTS OF NEW MEXICO
STATE UNIVERSITY, a state
institution of higher education
established under Section 11 of Article
XII of the Constitution of the State of
New Mexico

By: _____
Name: _____
Title: _____

STATE OF NEW MEXICO)
)
COUNTY OF DONA ANA)

This instrument was acknowledged before me on the ____ day of _____, 2023 by _____, the _____ of The Regents of New Mexico State University, a state institution of higher education established under Section 11 of Article XII of the Constitution of the State of New Mexico, on behalf of such institution.

Notary Public in and for the State of
New Mexico

My Commission Expires:

A tract of land situated partially within the corporate limits of the City of Las Cruces and partially within the lands of New Mexico State University, Dona Ana County, New Mexico in Sections 21 and 28 T.23S., R.2E., N.M.P.M. of the U.S.R.S. Surveys as Block 75 and part of Blocks 76, 77, 78, 79, also vacated portion for First and Second Streets Dakota Avenue and Minnesota Avenue in College Park Addition as filed August, 1909 in Plat Record 3, Page 55 of the Dona Ana County Records and being more particularly described as follows, to WIT:

BEGINNING at an iron rod set and the southeast corner of the intersection of Wisconsin Avenue and Locust Street for the northwest corner of the tract herein described:

THENCE along the southerly side of Wisconsin Avenue N.77° 25' 40" E., 1350.35 feet to an iron rod set for an angle point of the tract herein described:

THENCE continuing along Wisconsin Avenue N. 77° 29' 54" E., 240.64 feet to an iron rod set for the northeast corner of the tract herein described;

THENCE leaving Wisconsin Avenue S. 12° 30' 06" E., 250.00 feet to an iron rod set of and angle point;

THENCE S. 20° 48' 24" E., 293.72 feet to an iron rod set on the north side of Triviz Drive for the southeast corner of the tract herein described;

THENCE around the arc of a curve to the right having a radius of 386.70 feet, an arch length of 60.00 through a central angle of 8° 54' 46" and whose long chord bears N 66° 37' 52 " W., 59.94 feet to an iron rod set at a point of a reverse compound curve of the tract herein described;

THENCE around the arc of a curve to the left having a radius of 248.00 feet, an arc length of 79.95 feet through a central angle of 18°28'14"and whose long chord bears N. 71° 24" 35 W., 70.60 feet to an iron rod set on a curve of the tract herein described;

THENCE around the arc of a curve to the left having a radius of 173.00 feet, an arc length of 307.35 feet, through a central angle of 101° 47' 30" and whose long chord bears S.48°27' 33" W., 268.50 feet to an iron rod set at a point of reverse curvature of the tract herein described;

THENCE around the arc of a curve to the right having a radius of 69.00 feet, an arc length of 23.94 feet, through a central angle of $19^{\circ} 52' 46''$ and whose long chord bears $S. 7^{\circ} 30' 11'' W.$, 23.82 feet to an iron rod set on a curve on the northerly right-of-way line of University Avenue (N.M.P. No. U.S. 1133(3)) for a corner of the tract herein described;

THENCE along the northerly right-of-way line of said University Avenue around the arc of a curve to the right having a radius of 2176.06 feet, an arc length of 148.09 feet, through a central angle of $3^{\circ} 53' 57''$ and whose long chord bears $N. 88^{\circ} 59' 07'' W.$, 148.06 feet to an iron rod set at a point of tangency of the tract herein described;

THENCE $N. 87^{\circ} 02' 08'' W.$, 105.83 feet to a right-of-way rail found at Station 9+28.07, for a point of curvature of the tract herein described;

THENCE along the arc of a curve to the left having a radius of 2400.83 feet, an arc length of 654.70 feet, through a central angle of $15^{\circ} 37' 28''$ and whose long chord bears $S. 85^{\circ} 09' 08'' W.$, 652.68 feet to an iron rod set for a corner of the tract herein described;

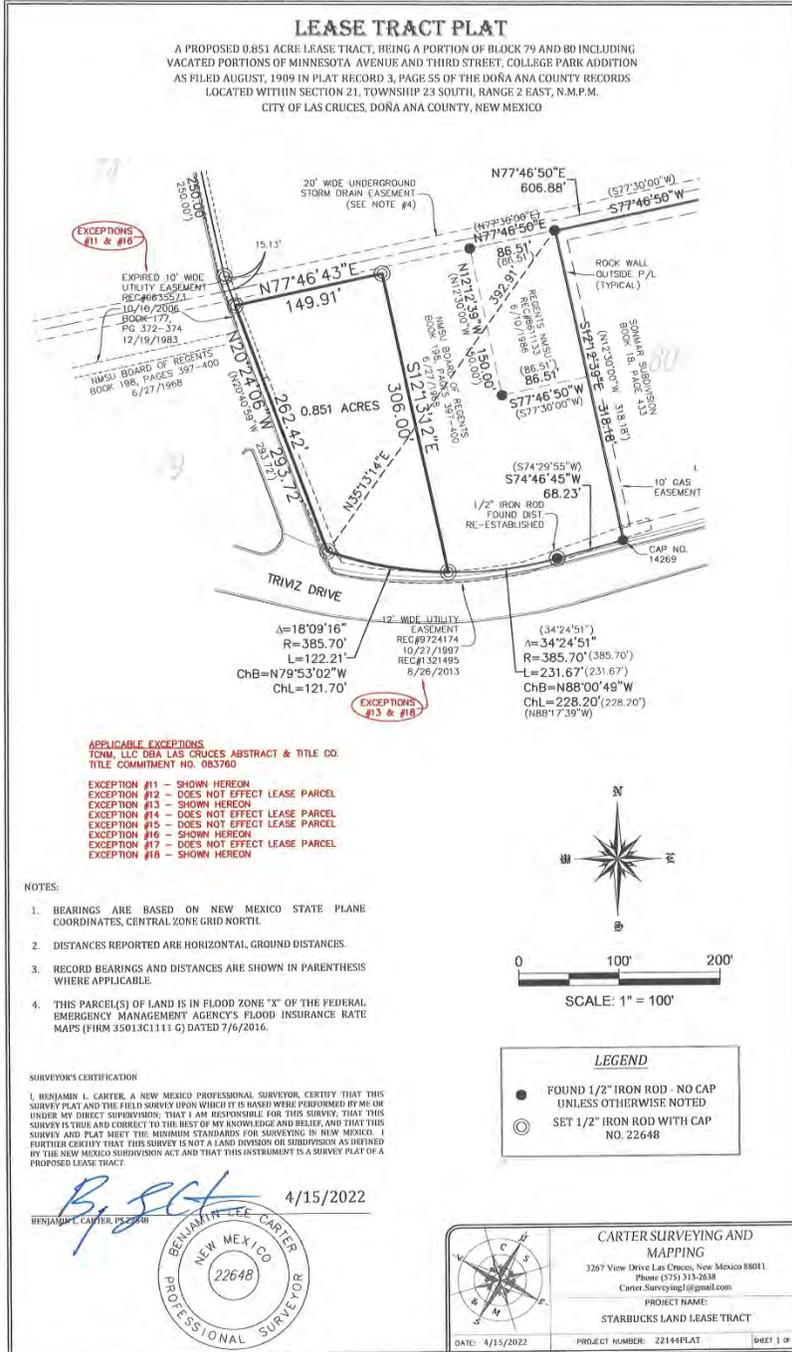
THENCE $S. 12^{\circ} 39' 36'' E.$, 43.00 feet to a right-of-way rail found at Station 3+03.40, for a corner of the tract herein described;

THENCE $S. 77^{\circ} 20' 24'' W.$, 291.42 feet to an iron rod set on the easterly side of Locust Street for the southwest corner of the tract herein described;

THENCE leaving University Avenue and along the easterly side of Locust Street $N. 22^{\circ} 24' 43'' W.$, 517.32 feet to the place of beginning, containing 18.2500 Acres of land more or less. Field notes by B & M Surveys, Inc., January 1980.

Exhibit "B"

Plata Parcel





#22144

April 15, 2022

DESCRIPTION OF A 0.851 ACRE LEASE TRACT

A tract of land situate within the City of Las Cruces, Doña Ana County, New Mexico, within Section 21, T.23S., R.2E., N.M.P.M. of the U.S.R.S. Surveys, being a portion of Blocks 79 and 80 including portions of vacated Minnesota Avenue and Third Street in the College Park Addition, as filed August, 1909 in Plat Record 3, Page 55 of the Doña Ana County Records, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap (No. 22648) set along the north line of Triviz Drive for the southwest corner of this tract; **WHENCE** a 1/2" iron rod found for the northwest corner of Sonmar Subdivision, as filed March 14, 1996 in Plat Record 18, Page 433 bears, N.35°13'14"E., 392.91 feet.

THENCE from the point of beginning, leaving Triviz Drive, N.20°24'06"W., 262.42 feet to a 1/2" iron rod with cap (No. 22648) set for the northwest corner of this tract;

THENCE N.77°46'43"E., 149.91 feet to a 1/2" iron rod (No. 22648) set for the northeast corner of this tract;

THENCE S.12°13'12"E., 306.00 feet to a 1/2" iron rod with cap (No. 22648) set along the north line of Triviz Drive for the southeast corner of this tract;

THENCE along the north line of Triviz Drive and along a curve to the right, having a radius of 385.70 feet, having an arc length of 122.21 feet, a central angle of 18°09'16", and whose chord bears N.79°53'02"W., 121.70 feet to the point of beginning, containing 0.851 acres of land, more or less.

SUBJECT TO any easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS #22648. Field notes by Carter Surveying and Mapping.


Benjamin L. Carter, PS 22648


Date



22144 Description.doc



#22158A

June 8, 2023

DESCRIPTION OF A 0.225 ACRE ACCESS EASEMENT

A tract of land situate within the City of Las Cruces, Doña Ana County, New Mexico, within Section 21, T.23S., R.2E., N.M.P.M. of the U.S.R.S. surveys, being a portion of Block 79 including a portion of vacated Minnesota Avenue in the College Park Addition, as filed August, 1909 in Plat Record 3, Page 55 of the Doña Ana County Records, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with cap (No. 22648) found along the north line of Triviz Drive for the southeast corner of this easement; WHENCE a 1/2' iron rod found for the northwest corner of Sonmar Subdivision, as filed March 14, 1996 in Plat Record 18, Page 433 bears N 35°13'14"E., 392.91 feet.

THENCE from the point of beginning and along the north line of Triviz Drive, along a curve to the right, having a radius of 385.70 feet, having an arc length of 48.01 feet, a central angle of 07°07'57", and whose chord bears N 67°34'25"W., 47.98 feet to the southwest corner of this easement;

THENCE N 20°24'06"W., 265.95 feet to the northwest corner of this easement.

THENCE N 77°49'24"E., 35.36 feet to a 1/2' iron rod (No. 22648) found for the northeast corner of this easement.

THENCE S 20°24'06"E., 293.72 feet to the point of beginning, containing 0.225 acres of land, more or less

SUBJECT TO any easements and reservations of record.

This description was prepared by Benjamin L. Carter, PS #22648. Field notes by Carter Surveying and Mapping.

Benjamin L. Carter, PS 22648

Date

PRELIMINARY



Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-8

Action Item

Consent Item

Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Agenda Item:

Repatriation of Native American Sacred Objects at the Chihuahuan Desert Rangeland Research Center

Requested Action of the Board of Regents:

Approval of the burial of certain Native American human remains and funerary objects, sacred objects and objects of cultural patrimony (collectively, Remains) in accordance with Native American Graves and Repatriation, Act, 25 U.S.C. 3003, on an approximately half-acre site on the Chihuahuan Desert Rangeland Research Center (CDRRC), as will be better defined by GPS coordinates submitted to the New Mexico Historic Preservation Division to be stored in the Archaeological Records Management Section. Further approval of a prohibition of the building or placement of any permanent or temporary structures, or road on or across the Site as long as the Remains are buried on the Site.

Executive Summary:

Since 1990, Federal Law has required the repatriation and disposition of certain Native American human remains and funerary objects, sacred objects and objects of cultural patrimony. The NMSU museum is currently in possession of over 288 individual and 1,079 cultural remains that are between 1,000 to 2,000 years old (collectively, Sacred Objects). These items have come from the Bureau of Land Management (BLM), United States Forest Service, Bureau of Indian Affairs, private collections and through several years of cultural excavations that involved NMSU's Anthropology Department and others.

Archaeologists, including NMSU archaeologists, as well as federal agencies and the general public excavated Native American tribe ancestral sites. Since these Sacred Objects were collected or excavated by non-Native people, the Native American tribes generally cannot rebury them on their lands. In other words, these Sacred Objects have already passed the Native American tribes' ritual steps; thus, they cannot rebury them on their lands. Additionally, the Native American tribes prefer the objects to be reburied as close to where these remains were found as possible.

In consultation with the NMSU's Museum and the College of ACES, it was determined that the CDRRC north of Las Cruces contains a suitable location. On April 26, 2022, NMSU staff met with representatives of the 10 Federally recognized Native American tribes at the CDRRC. The Native American tribes

recommended the Sacred Objects to be re-buried on a half-acre site accessible from a single road that is not regularly traveled. BLM has offered personnel and equipment to help defer the cost of re-burial. NMSU no longer accepts Native American remains or objects, therefore this should be a one-time project.

The CDRRC was originally given to NMSU through an Act of Congress in 1927 for research and educational purposes. If NMSU uses the CDRRC for any other purpose, it would trigger a revisionary clause in the agreement and the CDRRC would be returned to BLM. The current Director of the Las Cruces District Office (LCDO) of the Bureau of Land Management indicated, via the attached letter, that he does not view the proposed reburial of the Sacred Objects as an act that would trigger the reversionary clause. The LCDO agreed to generate internal documentation that will serve as reference for future LCDO management regarding its rationale and position on this issue.

References:



BLM College Ranch
Repatriation Letter 7

Prior Approvals:

Regents Real Estate Committee meeting on July 11, 2023

1926

SIXTY-NINTH CONGRESS. - Sess. III. - CHS. 269, 270. - 1927.

facilities permit, and when, in the judgment of the Secretary of the Navy, such repairs, purchase, acquisition, or production would not involve an appropriation in excess in cost to the Government.

Approved, March 2, 1927.

March 2, 1927

Public Law 269

Established
Office of New Mexico
College of Agriculture
and Mechanic Arts, for
livestock, range, and
range, etc.

Section 269

Produce
Country, vested in
Board of Regents.

Relating rights pro-
posed.

Mineral deposits.

Mineral deposits pro-
posed.

CHAP. 270.—An Act Granting certain lands to the State of New Mexico for the use and benefit of New Mexico College of Agriculture and Mechanic Arts, for the purpose of conducting educational, demonstrative, and experimental development with livestock, grazing methods, and range forage plants.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby granted to the State of New Mexico for the use and benefit of New Mexico College of Agriculture and Mechanic Arts, located at State College, New Mexico, to be used for the purpose of conducting educational, demonstrative, and experimental development with livestock, grazing methods, and range forage plants, the following-described lands out of the unreserved and unappropriated public domain situated in the State of New Mexico, to wit:

All of township 20 south, range 1 west, New Mexico principal meridian, except sections 1 to 5, both inclusive; north half of northeast quarter of section 8, north half and southeast quarter of section 9, all of section 10 to 13, both inclusive; north half, southeast quarter and north half of southwest quarter of section 14, northeast quarter and east half of northwest quarter of section 15, all of section 16, northeast quarter and north half of northwest quarter of section 24, all of section 25, that part of sections 30 and 31 lying south and west of the Rio Grande River and all of section 30 therein; all of township 20 south, range 1 east, New Mexico principal meridian, except sections 2, 16, 32, and 36 therein; all of southwest quarter of southwest quarter of section 19 and all of sections 20 and 31 in township 20 south, range 2 east, New Mexico principal meridian; all of the east half of the southeast quarter and the southeast quarter of the northeast quarter of section 13, and the east half of the east half of section 24, in township 20 south, range 2 west, New Mexico principal meridian; all of section 1 and the east half of section 12, township 21 south, range 1 west, New Mexico principal meridian; all of township 21 south, range 1 east, New Mexico principal meridian, except sections 2, 16, 24, 25, 30, 31, 32, and 36 and the southwest quarter of the southwest quarter of section 29 therein; and all of sections 6, 7, and 18 in township 21 south, range 2 east, New Mexico principal meridian: *Provided*, That the control and management of said lands shall be vested exclusively in the Board of Regents of the said New Mexico College of Agriculture and Mechanic Arts, and the State of New Mexico shall make no charge against nor without any rental from said college for the possession and use thereof.

Sec. 2. Such grant shall not include any land which, on the date of the approval of this Act, is covered by any existing bona fide right or claim under the laws of the United States, unless and until such right or claim is relinquished or extinguished, except that lands contained in permits to prospect for oil, gas or other minerals shall be included in the grant to the State, the minerals therein being reserved to the United States as provided in section 3 hereof.

Sec. 3. Wherein hereby reserved to the United States all minerals that may be found in the lands granted by the provisions hereof, together with the right of the United States, its permittees, lessees, or grantees, at any time, to prospect for, mine, and remove such minerals.

SEC. 4. In the event that the land... shall be used for any other purpose... that heretofore used for the... of the United States.

Approved, March 2, 1927.
Approved, March 2, 1927.

CHAP. 271.—An Act Making Appropriations for the Government of the District of Columbia and other... such District for the fiscal year 1928 and for other purposes.

March 2, 1927.
(Public, No. 68.)

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in order to defray the expenses of the District of Columbia for the fiscal year ending June 30, 1928, any revenue (including the proceeds of the sale of the United States in any revenue in excess of the result of the expenditure of appropriations made for the fiscal year 1927, and any other moneys now required by law to be withheld to the District of Columbia and the United States in all such proportion that each contribution to the activity or source from which such revenue was derived, shall be credited wholly to the District of Columbia, and in addition, \$9,000,000 is appropriated, out of any money in the Treasury not otherwise appropriated, to be advanced July 1, 1927, to the District of Columbia, and such advances from the Federal Treasury as are authorized in the District of Columbia Appropriation Act for the fiscal year 1928, namely:

District of Columbia.
Revenue from net-
...
District.

Advances.
Vol. 42, p. 668.

GENERAL EXPENSES

EXECUTIVE OFFICE

For personal services in accordance with the Classification Act of 1923 or personal services in accordance with the Classification Act of 1924... rates shall not at any time exceed the average of the compensation rates specified for the grade by such Act... unless in meritorious cases of one position in a grade a determination may be made to raise the rate... only to the next higher rate... to require the reduction of the rate... if such person is transferred from one position to another... or other different grade... the salary when such higher rate is permitted by the Classification Act of 1923 and is specifically authorized by law;

General expenses.
Executive Office.
Executive Office.

Office personnel.
Office personnel.

Parsons.
Vol. 42, p. 1488.

If only one position...
meritorious cases.

Restriction of appli-
Vol. 42, p. 1460.

Transfers to another
position without re-
duction.

Payment under
other rates permitted.

1346 SIXTY-NINTH CONGRESS, Sess. II, Chs. 283, 284, 297, 1927.

benefit of New Mexico College of Agriculture and Mechanic Arts, for the purpose of conducting educational, demonstrative, and experimental work connected with livestock, grazing, methods, and range of acceptability, by year 1911, both SS. 4990, Sixty-ninth Congress, is hereby amended to read as follows:

Approved March 2, 1927. "All of township 20 south, range 1 east, New Mexico principal meridian, except sections 1 to 5, both inclusive, north half of north-east quarter of section 6, north half and southeast quarter of section 9, all of sections 10 to 13, both inclusive; north half, southeast quarter and north half of southwest quarter of section 14, northeast quarter and east half of northwest quarter of section 15, all of section 16, northeast quarter and north half of northwest quarter of section 24, all of section 32, and all of section 36 (herein, all of township 20 south, range 1 west, New Mexico principal meridian, except sections 2, 10, 12, and 13 therein, and that part of sections 30 and 31 lying south and west of the Rio Grande; all of the southwest quarter of southwest quarter of section 19 and all of sections 30 and 31 in township 20 south, range 2 east, New Mexico principal meridian; all of the east half of the southeast quarter and the southeast quarter of the northeast quarter of section 13, and the east half of the east half of section 24, in township 20 south, range 2 west, New Mexico principal meridian; all of section 1 and the east half of section 10, township 21 south, range 1 west, New Mexico principal meridian; all of township 21 south, range 1 east, New Mexico principal meridian, except sections 2, 10, 14, 25, 30, 31, 32, and 36 and the southwest quarter of the southwest quarter of section 29 therein; and all of sections 6, 7, and 18 in township 21 south, range 2 east, New Mexico principal meridian."

Approved, March 2, 1927.

March 2, 1927. [Pub. No. 526.] CHAP. 283.—Joint Resolution To correct an error in Public, Numbered 526, Sixty-ninth Congress.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the first section of the Act entitled "An Act to require the filing of an affidavit by certain officers of the United States," approved December 11, 1926 (Public, Numbered 526, Sixty-ninth Congress), be corrected and amended to read as follows:

"That each individual hereafter appointed as a civil officer of the United States by the President, by and with the advice and consent of the Senate, or by the President alone, or by a court of law, or by the head of a department, shall, within thirty days after the effective date of his appointment, file with the Comptroller General of the United States a written statement that neither he nor any one acting in his behalf has given, transferred, promised, or paid any consideration of any kind to be expected or hoped of receiving assistance in securing such appointment."

Approved, March 2, 1927.

March 3, 1927. [Pub. No. 780.] CHAP. 297.—An Act To create an additional judge for the district of Maryland.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That the President is hereby authorized, by and with the advice and consent of the Senate, to appoint an additional judge of the United States for the district of Maryland.

UNITED STATES STATUTES AT LARGE, 69th CONGRESS, 1925-27, Vol. 44,
Part 2, Public Laws.

CHAP 270 (44 Stat. 1269)--An Act Granting certain lands to the State of New Mexico for the use and benefit of New Mexico College of Agriculture and Mechanic Arts, for the purpose of conducting educational, demonstrative, and experimental development with livestock, grazing methods and range forage plants.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby granted to the State of New Mexico for the use and benefit of State College, New Mexico, to be used for the purpose of conducting educational, demonstrative, and experimental development with livestock, grazing methods, and range forage plants, the following-described lands out of the unreserved and unappropriated public domain situated in the State of New Mexico, to wit:

All of township 20 south, range 1 west, New Mexico principal meridian, except sections 1 to 5, both inclusive; north half of northeast quarter of section 8, north half and southeast quarter of section 9, all of sections 10 to 13, both inclusive; north half, southeast quarter and north half of southwest quarter of section 14, northeast quarter, and east half of northwest quarter of section 15, all of section 16, northeast quarter and north half of northwest quarter of section 24, all of section 32, that part of sections 30 and 31 lying south and west of the Rio Grande River and all of section 36 therein; all of township 20 south, range 1 east, New Mexico principal meridian, except sections 2, 16, 32, and 36 therein; all of southwest quarter of southwest quarter of section 19 and all of sections 30 and 31 in township 20 south, range 2 east, New Mexico principal meridian; all of the east half of the southeast quarter and the southeast quarter of the northeast quarter of section 13, and the east half of the east half of section 24, in township 20 south, range 2 west, New Mexico principal meridian; all of section 1 and the east half of section 12, township 21 south, range 1 west, New Mexico principal meridian; all of township 21 south, range 1 east, New Mexico principal meridian, except sections 2, 16, 24, 25, 30, 31, 32, and 36 and the southwest quarter of the southwest quarter of section 29 therein; and all of sections 6, 7, and 13 in township 21 south, range 2 east, New Mexico principal meridian: Provided, That the control and management of said lands shall be vested exclusively in the Board of Regents of the said New Mexico College of Agriculture and Mechanic Arts, and the State of New Mexico shall make no charge against nor collect any rental from said college for the possession and use thereof.

SEC. 2. Such grant shall not include any land which, on the date of the approval of this Act, is covered by any existing bona fide right or claim under the laws of the United States, unless and until such right or claim is relinquished or extinguished, except, that

lands embraced in permits to prospect for oil, gas or other minerals shall be included in the grant to the State, the minerals therein being reserved to the United States as provided in section 3 hereof.

SEC. 3. There is hereby reserved to the United States all minerals that may be found in the lands granted by the provisions hereof, together with the right of the United States, its permittees, lessees, or grantees, at any time, to prospect for, mine, and remove such minerals.

SEC. 4. In the event that the lands herein granted, or any part thereof, shall cease to be used for the purposes specified in section 1, or shall be used for any other purpose foreign to those for which this grant is made, title thereto shall thereupon revert to the United States.

Approved, March 2, 1927.

3-2-1927

**UNITED STATES STATUTES AT LARGE, 69th CONGRESS, 1925-27, Vol. 44,
Part 2, Public Laws.**

CHAP. 283 (44 Stat. 1345)--Joint Resolution Correcting description of lands granted to the State of New Mexico for the use and benefit of New Mexico College of Agriculture and Mechanic Arts, by enrolled bills. 4910, Sixty-ninth Congress.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the description of lands granted to the State of New Mexico for the use and benefit of New Mexico College of Agriculture and Mechanic Arts, for the purpose of conducting educational, demonstrative, and experimental development with livestock, grazing methods, and range forage plants, by enrolled bills. 4910, Sixty-ninth Congress, is hereby amended to read as follows:

"All of township 20 south, range 1 east, New Mexico principal meridian, except sections 1 to 5, both inclusive; north half of north-east quarter of section 8, north half and southeast quarter of section 9, all of sections 10 to 13, both inclusive; north half, southeast quarter and north half of southwest quarter of section 14, northeast quarter and east half of northwest quarter of section 15, all of section 16, northeast quarter and north half of northwest quarter of section 24, all of section 32, and all of section 36 therein; all of township 20 south, range 1 west, New Mexico principal meridian, except sections 2, 16, 32, and 36 therein, and that part of sections 30 and 31 lying south and west of the Rio Grande; all of the southwest quarter of southwest quarter of section 19 and all of sections 30 and 31 in township 20 south, range 2 east, New Mexico principal meridian; all of the east half of the southeast quarter and the southeast quarter of the northeast quarter of section 13, and the east half of the east half of section 24, in township 20 south, range 2 west, New Mexico principal meridian; all of section 1 and the east half of section 12, township 21 south, range 1 west, New Mexico principal meridian; all of township 21 south, range 1 east, New Mexico principal meridian, except sections 2, 16, 24, 25, 30, 31, 32, and 36 and the southwest quarter of the southwest quarter of section 29 therein; and all of sections 6, 7, and 18 in township 21 south, range 2 east, New Mexico principal meridian."

Approved, March 2, 1927.

Approved for Publication

Fumi Arakawa, Museum Director at the New Mexico State University Museum



2/6/2023

David Wallace, Assistant District Manager, BLM Las Cruces District Office

DAVID WALLACE Digitally signed by DAVID WALLACE
Date: 2023.02.09 16:26:58 -07'00'

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-NAGPRA-DTSNUMBER; PPWOCRADN0-PCU00RP14.R50000]

Notice of Inventory Completion Amendment: New Mexico State University Museum, Las Cruces, NM; U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office, Las Cruces, NM; and U.S. Department of Agriculture, Forest Service, Gila National Forest, Silver City, NM, and Apache Sitgreaves National Forest, Springerville, AZ
AGENCY: National Park Service, Interior.

ACTION: Notice; amendment.

SUMMARY: In accordance with the Native American Graves Protection and Repatriation Act (NAGPRA), the New Mexico State University Museum; U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office; and the U.S. Department of Agriculture, Forest Service, Gila National Forest and Apache Sitgreaves National Forest have amended a Notice of Inventory Completion published in the *Federal Register* on January 12, 2023. This notice amends the cultural affiliation of a collection removed from Apache County AZ, Doña Ana County, NM, Grant County, NM, Lincoln County, NM, Luna County, NM, Otero County, NM, Sierra County, NM and, in certain instances, from locations unknown.

DATES: Repatriation of the human remains and associated funerary objects in this notice may occur on or after [INSERT DATE 30 DAYS AFTER DATE OF PUBLICATION IN THE **FEDERAL REGISTER**].

ADDRESSES: Dr. Fumi Arakawa, New Mexico State University Museum Director's Office, 1525 Stewart, Room 331, P.O. Box 30001, MSC:3BV, Las Cruces, NM 88003-8001, email farakawa@nmsu.edu.

SUPPLEMENTARY INFORMATION: This notice is published as part of the National Park Service's administrative responsibilities under NAGPRA. The determinations in this notice are the sole responsibility of the New Mexico State University Museum (University Museum); U.S. Department of the Interior, Bureau of Land Management, New Mexico State Office (BLM); and the U.S. Department of Agriculture, Forest Service, Gila National Forest, Silver City, NM (Gila NF), and Apache Sitgreaves National Forest, Springerville, AZ (Apache Sitgreaves NF). The National Park Service is not responsible for the determinations in this notice. Additional information on the amendments and determinations in this notice, including the results of consultation, can be found in the inventory or related records held by the University Museum.

Amendment

This notice amends the determinations published in a Notice of Inventory Completion in the *Federal Register* (88 FR 2129-2132, January 12, 2023). Repatriation of the items in the original Notice of Inventory Completion has not occurred. This amendment adds to the list of culturally affiliated Indian Tribes. Some of the culturally affiliated Indian Tribes were inadvertently omitted from the published notice.

Determinations (as amended)

Pursuant to NAGPRA and its implementing regulations, and after consultation with the appropriate Indian Tribes and Native Hawaiian organizations, the New Mexico State University Museum, Bureau of Land Management, Apache Sitgreaves National Forest, and Gila National

Forest has determined that:

- The human remains represent the physical remains of 288 individuals of Native American ancestry.
- The 1,079 objects are reasonably believed to have been placed with or near individual human remains at the time of death or later as part of the death rite or ceremony.
- There is a relationship of shared group identity that can be reasonably traced between the human remains and associated funerary objects and the Comanche Nation, Oklahoma; Hopi Tribe of Arizona; Mescalero Apache Tribe of the Mescalero Reservation, New Mexico; Navajo Nation, Arizona, New Mexico, & Utah; Ohkay Owingeh, New Mexico; Pueblo of Acoma, New Mexico; Pueblo of Cochiti, New Mexico; Pueblo of Isleta, New Mexico; Pueblo of Jemez, New Mexico; Pueblo of Laguna, New Mexico; Pueblo of Nambe, New Mexico; Pueblo of Picuris, New Mexico; Pueblo of Pojoaque, New Mexico; Pueblo of San Felipe, New Mexico; Pueblo of San Ildefonso, New Mexico; Pueblo of Sandia, New Mexico; Pueblo of Santa Ana, New Mexico; Pueblo of Santa Clara, New Mexico; Pueblo of Taos, New Mexico; Pueblo of Tesuque, New Mexico; Pueblo of Zia, New Mexico; Santo Domingo Pueblo; White Mountain Apache Tribe of the Fort Apache Reservation, Arizona; Ysleta del Sur Pueblo; and the Zuni Tribe of the Zuni Reservation, New Mexico.

Requests for Repatriation

Written requests for repatriation of the human remains and associated funerary objects in this notice must be sent to the Responsible Official identified in ADDRESSES. Requests for repatriation may be submitted by:

1. Any one or more of the Indian Tribes or Native Hawaiian organizations identified in this notice.
2. Any lineal descendant, Indian Tribe, or Native Hawaiian organization not identified in

this notice who shows, by a preponderance of the evidence, that the requestor is a lineal descendant or a culturally affiliated Indian Tribe or Native Hawaiian organization.

Repatriation of the human remains and associated funerary objects in this notice to a requestor may occur on or after [INSERT DATE 30 DAYS AFTER DATE OF PUBLICATION IN THE FEDERAL REGISTER]. If competing requests for repatriation are received, the University Museum; BLM; Gila NF or Apache Sitgreaves NF must determine the most appropriate requestor prior to repatriation. Requests for joint repatriation of the human remains and associated funerary objects are considered a single request and not competing requests. The University Museum is responsible for sending a copy of this notice to the Indian Tribes and Native Hawaiian organizations identified in this notice.

AUTHORITY: Native American Graves Protection and Repatriation Act, 25 U.S.C. 3003, and the implementing regulations, 43 CFR § 10.9, § 10.10, §10.13, and § 10.14.

Dated:

Melanie O'Brien,
Manager, National NAGPRA Program.



Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # D-9

- Action Item
- Consent Item
- Informational Item

Presented By: Jay Gogue, Ph.D.
Interim Chancellor

Agenda Item: Ratification of Transitional Administrative and Organizational Changes

Requested Action of the Board of Regents:

Ratification of Transitional Administrative and Organizational Changes as presented.

Executive Summary:

Regents Policy 2.10 defines a procedure for non-academic unit organizational changes and the authority to make such changes is vested with the Chancellor. An immediate change in the reporting and organizational structure of the non-academic (administrative) units is necessary at this time as result of the recent resignation of senior level university administrators. In addition, the search process for the next university president benefits from a clearly established organizational structure for the president's office that has been vetted through university governance. Considering the scope of these changes and the interim nature of the current chancellor's appointment, it is prudent to present for the board's review and ratification the proposed updated organizational structure.

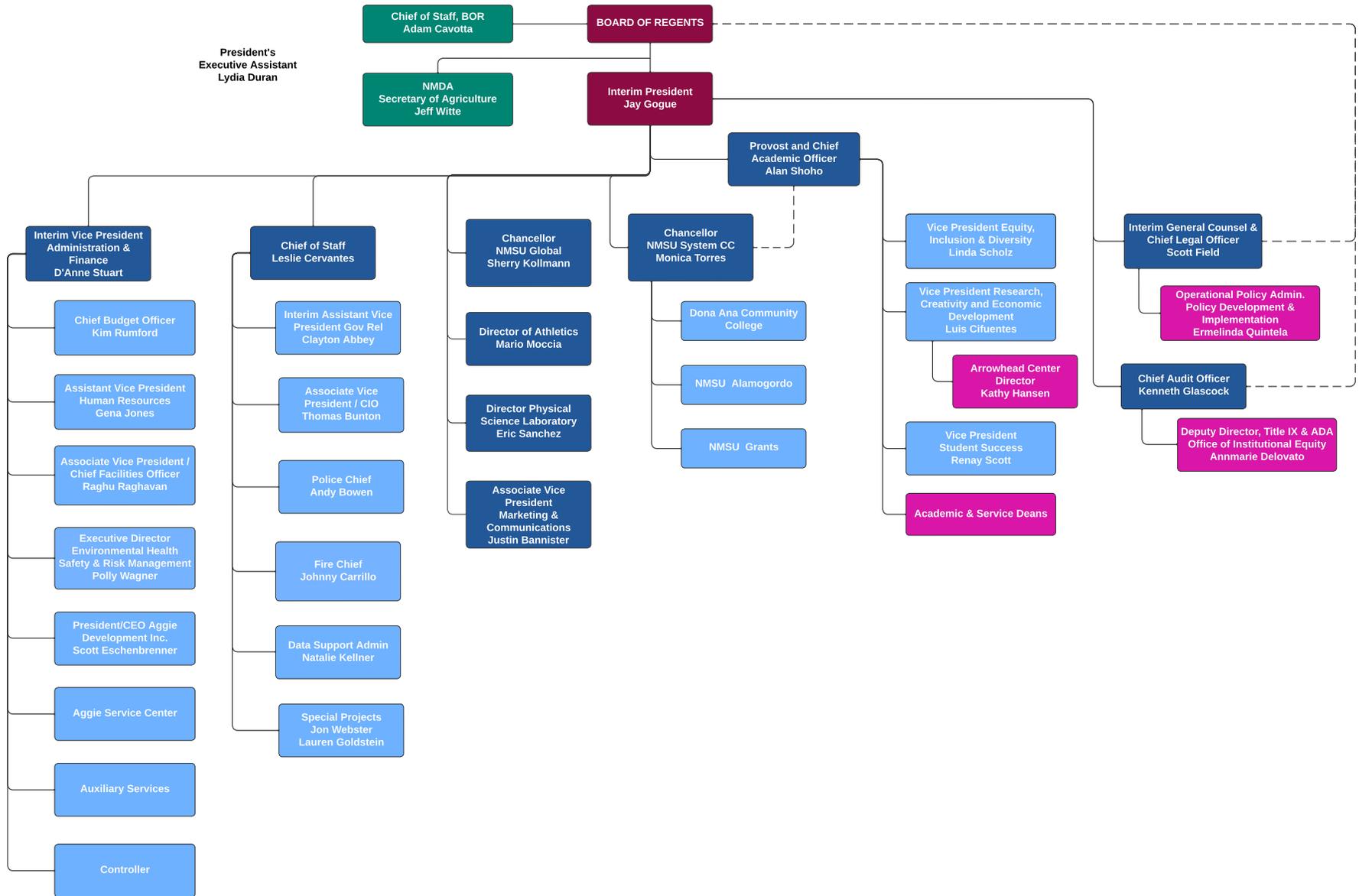
References:

Regents Policy 2.10 Non-Academic Units – Creating, Reorganizing, Relocating, Eliminating
<https://rpm.nmsu.edu/2-10/>

See attached organizational chart.

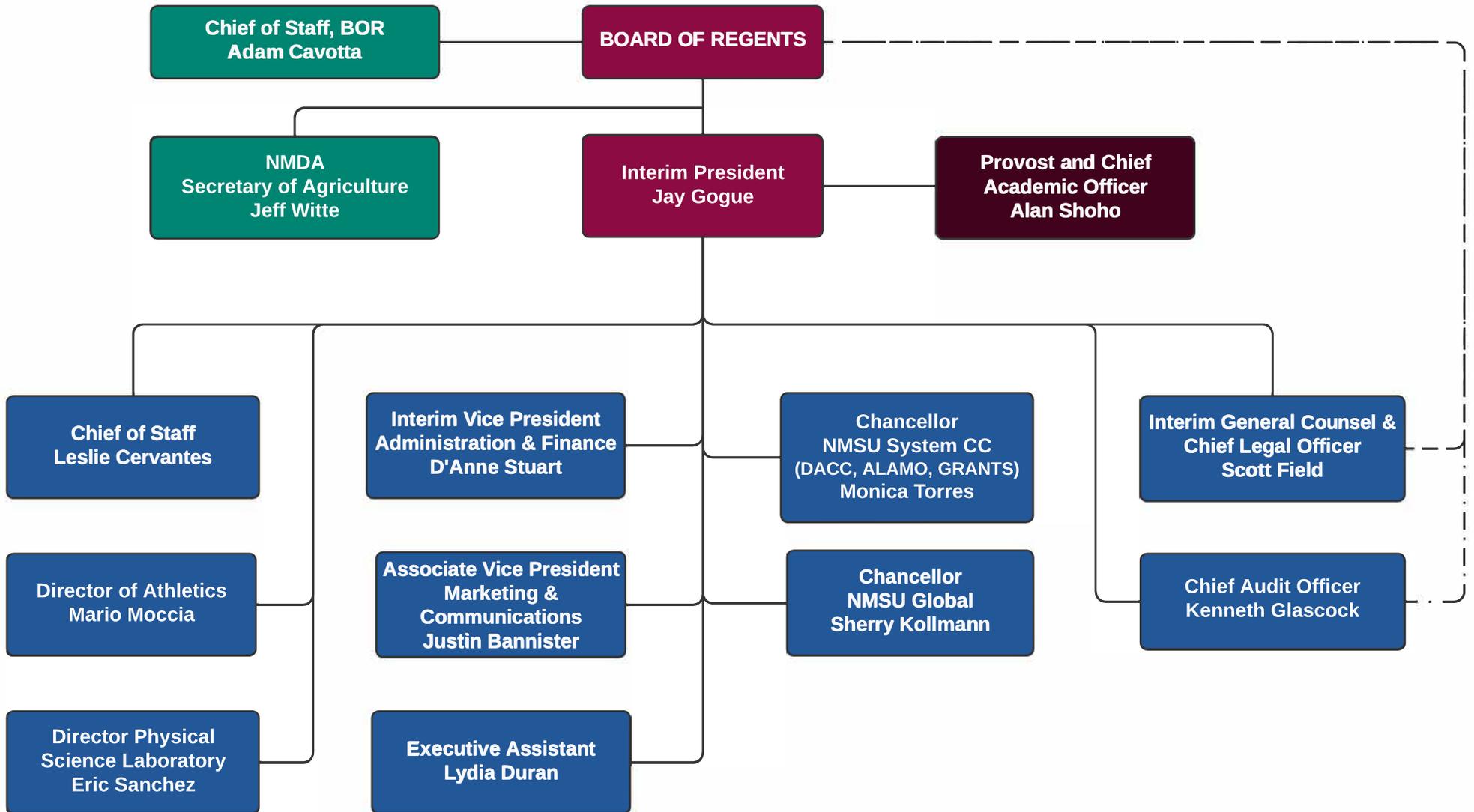
TRANSITION CHART

FOR ELIMINATION OF VICE CHANCELLOR & ASSOCIATE VICE CHANCELLOR OF EXTERNAL RELATIONS ROLES



ORGANIZATIONAL CHART

OFFICE OF THE PRESIDENT





Board of Regents Meeting
Meeting Date: July 14, 2023
Agenda Item Cover Page

Agenda Item # E-1

- Action Item
- Consent Item
- Informational Item

Presented By: Scott Eschenbrenner
Special Assistant to the President

Wayne Savage
Executive Director of Arrowhead Park

Harry Relkin
Principle at Sage Land Solutions, LLC

Kim Murphy
Advisor at Sage Land Solutions, LLC

Agenda Item:

Memorandum of Understanding by and between the Regents of New Mexico State University and the City of Las Cruces to pursue the formation of a Tax Increment Development District (TIDD)

Requested Action of the Board of Regents:

Approval of the Memorandum of Understanding by and between the Regents of New Mexico State University and the City of Las Cruces to pursue the formation of a Tax Increment Development District (TIDD) as presented.

Executive Summary:

On September 15, 2022 the board of regents approved a “resolution in support of formation of a TIDD for Arrowhead Park, Aggie Uptown, and other applicable NMSU land for the purpose of infrastructure development to promote economic growth and vitality of the southern NM region”. As part of the continuing effort to create the TIDD, NMSU and the City of Las Cruces are seeking to enter an agreement regarding the TIDD formation requirements and process, including joint application, anticipated boundaries, simultaneous TIDD formation and annexation of TIDD properties and other relevant factors. The attached MOU has been reviewed by the City of Las Cruces’ Counsel Office and the NMSU General Counsel’s Office and the instrument is sufficient and in-line with the parties’ expectations. We are seeking the board’s approval of the proposed MOU as presented.

References:

Please see attached MOU.

**MEMORANDUM OF UNDERSTANDING
PERTAINING TO POSSIBLE UTILIZATION OF
TAX INCREMENT FOR DEVELOPMENT
AND POSSIBLE ANNEXATION OF SELECT PROPERTY OWNED
BY THE REGENTS OF NEW MEXICO STATE UNIVERSITY**

This Memorandum of Understanding pertaining to possible creation of a Tax Increment for Development District(s) (“**TIDD**”) and possible annexation of select property owned by the Regents of New Mexico State University lands (“**MOU**”) is entered into by and between the City of Las Cruces, a New Mexico municipal corporation (“**City**”) and the Regents of New Mexico State University (“**NMSU**”), a state institution of higher education established under Section 11 of Article XII of the Constitution of the State of New Mexico and is effective as of the date of the final signature, as indicated below (collectively, the “**Parties**” or singularly “**Party**”).

RECITALS

WHEREAS, **NMSU** owns approximately 1,500 acres of land (collectively, the “**Site**”) located proximate to or nearby the city limits of the **City** and more generally shown on **Exhibit A** attached hereto, most of which are undeveloped or underdeveloped, upon which **NMSU** intends that expansion of its research and educational uses, creation of campus and community commercial and residential uses, community service and public recreation uses, and other ancillary uses be developed.

WHEREAS, the Parties have the authority to enter into this inter-government **MOU**.

WHEREAS, the development of the **Site** will:

1. encourage significant economic development in the **NMSU** area designated by the **City** for Sustained and Special Investment and foster continued creation of entrepreneurship for the **City**, **NMSU**, the Mesilla Valley, Border Region, and the State;
2. create significant new incremental tax revenues in the amount of \$374 million as preliminarily estimated per the “**NMSU Tax Increment Public Financing Study**” (**Exhibit B** attached) from **City**, County and State sources;
3. create new, sustainable tax revenue for the **City**;
4. take advantage of undeveloped and underdeveloped infill locations with connectivity to Downtown, Interstate 25 and Interstate 10;
5. compliment and support existing collegiate sports and entertainment venues of the **City**;
6. locate quality new retail, entertainment and food services in a portion of the **City** that is presently underserved;
7. create development consistent with **NMSU**’s Master Plan 2017-2027 and in furtherance of the **City**’s Elevate Las Cruces, Comprehensive Plan 2020, which calls for joint participation by **NMSU** and the **City** in

- planning processes to support placemaking projects such as Aggie Uptown, Arrowhead Park and University Avenue; and,
8. generate new revenue for the **City** and **NMSU**, a major employer and educator within the region.

WHEREAS, **NMSU** cannot afford to provide the public infrastructure (estimated by **NMSU** to be approximately \$318 million (see **Exhibit B** attached) desired and necessary for the development of the **Site**.

WHEREAS, the **City** will require approximately \$60 million (see **Exhibit C** attached) to provide the public infrastructure needed to keep up with the expected growth of **NMSU** throughout the life of the **TIDD**, and thereafter.

WHEREAS, the **Parties** recognize the mutual benefits and potential of development of the **Site**.

WHEREAS, the **Parties** wish to jointly investigate the potential for and advisability of creating one or more Tax Increment for Development District(s) ("**TIDD**") for all or a portion of the **Site**.

WHEREAS, the **Parties** wish to jointly investigate the potential for and advisability of having all or a portion of the **Site** annexed into the **City** simultaneous with approval of the **TIDD** by the **City**.

WHEREAS, the **Parties** understand that "time is of the essence" in creating a **TIDD** and annexation of the **Site**, which will need to be accomplished no later than the first quarter of 2024 in order to meet the July 1, 2024 application deadline of the State for the dedication of its tax increment to the **TIDD**.

NOW, THEREFORE, the **Parties** agree that:

U N D E R S T A N D I N G

1. **NMSU** and the **City** will jointly investigate the possibility of creating one or more **TIDDs** for the **Site**.
2. Notwithstanding that **NMSU** is not subject to land use governance by the **City**, the **Parties** wish to reach an agreement regarding the design, approval, permitting, construction, and installation of the public infrastructure necessary to access and service the **Site**, including, but not limited to, access to **City** streets, paving, traffic control, curbs, gutters, sidewalks and storm drainage.
3. If the **Parties** agree that creating one or more **TIDDs** would be mutually beneficial:
 - a. The **Parties** will jointly complete the necessary studies and requirements for consideration by **NMSU** and the **City** for gaining possible approval by the City Council of the creation of said **TIDD(s)**, including agreeing to the

dedication of the percentage of tax increment available to the **TIDD(s)** utilizing the **City's** process for a **City-initiated TIDD(s)** application.

- b. The **Parties** will jointly negotiate a “pre-annexation” agreement which will define the process for annexation, describe the land use approval process while keeping **NMSU's** present autonomous land use approval process in place and describe how utility and public safety services for the **Site** will be coordinated by the **Parties**.
 - c. The **Parties** will be joint applicants for the request to create said **TIDD(s)** and if approved by City Council, the **Parties** will be joint applicants for the possible dedication of the percentage of tax increment available to the **TIDD(s)** from Dona Ana County and the State of New Mexico.
 - d. Any creation of a **TIDD(s)** and annexation must occur simultaneously.
4. **NMSU** will employ the approval process for the development of the **Site** as agreed to in the “pre-annexation” agreement.
 5. This **MOU** will expire on March 31, 2024, unless the Parties agree in writing to extend this **MOU** to remain in effect thereafter, or unless the Parties agree mutually in writing to terminate this **MOU** before March 31, 2024.
 6. Nothing in this **MOU** will be construed to waive any rights, claims or defenses asserted heretofore of hereafter by any of the **Parties**.
 7. All notices and other communications under this **MOU** must be in writing and will be deemed duly given: (i) when delivered personally or by prepaid overnight courier, with a record of receipt, (ii) the third day after mailing if mailed by certified mail, return receipt requested, (iii) the day of transmission, if sent by facsimile or telecopy during regular business hours or the day after transmission, if sent after regular business hours, provided that, in either event, the completed transmission is electronically verified, or (iv) the day of transmission, if sent electronically, if there is proof of receipt on the day of transmission or the first day thereafter on which receipt can be verified, to the **Parties** at the following addresses, telecopy numbers, or e-mail addresses (or to such other address, telecopy number, or e-mail address as a **Party** may have specified by notice given to the other **Party** pursuant to this provision):

If to the City:

With a copy to:

If to NMSU:

With a copy to:

**New Mexico State University
Office of General Counsel
MSC 3UGC
P.O. Box 30001
Las Cruces, New Mexico 88003-8001**

8. This **MOU** may be executed in one or more counterparts, including facsimile or electronic counterparts, each of which will be a fully binding and enforceable contract and agreement against the **Party** signing such counterpart, but all such counterparts will together constitute but one agreement.
9. This **MOU** may be amended, upon mutual agreement of the **Parties**, by written agreement executed by each of the Parties.
10. The **Parties** agree to hereafter negotiate and enter into such further and more definitive agreements, such as but not limited to a “Pre-Annexation Agreement” and “Joint Powers Agreement” as may be necessary, to effectuate the transactions contemplated by this **MOU**.
11. This **MOU** is signed, sealed, executed and delivered by the **Parties** as of the date indicated next to the respective signatures below, with the Effective Date to be the date of the last signature affixed hereto.

**CITY OF LAS CRUCES,
a New Mexico municipal corporation**

By: _____

Date: _____

**REGENTS OF NEW MEXICO STATE UNIVERSITY,
a constitutionally created educational institution of the
State of New Mexico**

By: _____

Date: _____

ACKNOWLEDGEMENT OF THE CITY OF LAS CRUCES

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

This instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____, City of Las Cruces, a New Mexico municipal corporation, on behalf of said corporation.

Notary Public

My commission expires:

ACKNOWLEDGEMENT OF NMSU

STATE OF NEW MEXICO)
) ss.
COUNTY OF DONA ANA)

This instrument was acknowledged before me this _____ day of _____, 2023, by _____, on behalf of the Regents of the University of New Mexico State University.

Notary Public

My commission expires:

EXHIBIT A: SITE
NMSU Property & Proposed TIDD Boundary

EXHIBIT B: FEASIBILITY STUDY
NMSU Tax Increment Public Financing Study
Prepared by Sage Land Solutions LLC

EXHIBIT C: CITY OF LAS CRUCES PROJECTS

Project Cost Estimates by City

1 Las Cruces Convention Center Expansion – \$20 million

Feasibility study, design, engineering, and construction of a 20,000 square foot exhibition hall addition to the existing Las Cruces Convention Center. In addition, potentially a relocation of the parking lot.

2 University Avenue Complete - \$33 million

Complete redesign, engineering, and construction of University Avenue throughout the entire TIDD district, including new intersections signalization since the existing infrastructure is aged.

3 Intermodal Transfer Station - \$7 million

Design, engineering, and construction, based off the current intermodal center that was built in 2013.



Board of Regents Meeting
Meeting Date: July 14, 2023
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Agenda Item # E-2

Action Item

Consent Item

Informational Item

Presented By: Teresa Maria Linda Scholz, PhD
Vice President, Equity, Inclusion and Diversity

Agenda Item:

Goal 6: Build, Elevate, and Strengthen Sustainable Systemwide Equity, Inclusion, and Diversity Practices

Requested Action of the Board of Regents:

Approval of Goal 6 to be added to LEADS 2025.

Executive Summary:

New Mexico State University (NMSU) aims to advance Equity, Inclusion, and Diversity (EID) across the NMSU system as a foundation for institutional excellence. Establishing a foundation and scaling a sustainable structure will promote shared responsibility and draw on the assets NMSU students bring to the institution. The commitment to Equity, Inclusion, and Diversity of and for students, faculty, and staff has a positive impact on retention and graduation, teaching, service, research, and Extension.

- **6.1: Embed equity, inclusion, diversity, and intersectionality into the university system.**
- **6.2: Increase representation and retention of underrepresented minoritized faculty, staff, and administrators.**
- **6.3: Increase sense of belonging for underrepresented minoritized and marginalized students.**
- **6.4: Advance evaluation processes that ensure accountability and acknowledgement for the implementation of EID practices.**
- **6.5: Cultivate a culture of respect that fosters a thriving inclusive community.**

References:

NMSU Global and EID Strategic Goals Presentations – Systemwide (22 presentations)

October 6, 2022	8:30am – 4:00pm	Chancellor’s Retreat	NMSU Golf Course
October 26, 2022	2:15pm – 4:15pm	Regents Financial Strategies and Performance Budget Committee	Zoom
October 27, 2022	10:00am – 12:00pm	Regents Student Success Committee	Zoom
November 3, 2022	1:00pm – 2:00pm	Board of Regents	Zoom
November 16, 2022	1:00pm – 2:00pm	HEST	CCSU Senate Gallery, Room 304
November 16, 2022	2:30 – 2:30pm	HEST	Zoom
November 21, 2022	2:00 – 3:00pm	Arts & Sciences	CCSU Senate Chambers, Room 302
November 22, 2022	1:00 – 2:00pm	Facilities & Services	CCSU Senate Chambers, Room 302
November 22, 2022	2:30 – 3:30pm	Facilities & Services	Zoom
November 28, 2022	2:30 – 3:30pm	NMSU – Alamogordo	NMSU – Alamogordo, SC 360 in Science Center
November 29, 2022	1:00 – 2:00pm	DACC	DACC -Espina Campus, Room 96
November 30, 2022	10:00 – 11:00am	NMSU – Grants	NMSU – Grants, Martinez Hall Theater
December 1, 2022	11:00 – Noon	Engineering	CCSU Senate Gallery, Room 304
December 1, 2022	12:30 – 1:30pm	Engineering	Zoom
December 2, 2022	2:00 – 3:00pm	ACES	CCSU Senate Gallery, Room 304
December 2, 2022	3:30 – 4:30pm	ACES	Zoom
December 6, 2022	1:00 – 2:00pm	Business Team	CCSU Senate Gallery, Room 304
December 8, 2022	1:00pm – 5:00pm	Board of Regents	Corbett Center Ballroom
December 12, 2022	8:30am-9:30am	Student Success	CCSU Senate Gallery, Room 304
December 12, 2022	10:00am-11:00am	Student Success	Zoom
December 16, 2022	9:45am-10:45am	Open Office Hours	Zoom
March 24, 2023	2:30 – 4:30pm	BEST	Garcia Hall

Other references:

- Employee and student demographic data, systemwide.
- Graduation rates for undergraduate students.
- Teaching Academy and Office of Equity, Inclusion and Diversity course and workshops offerings (2021-2023)

Goal 6: Build, Elevate, and Strengthen Sustainable Systemwide Equity, Inclusion and Diversity Practices

New Mexico State University (NMSU) aims to advance Equity, Inclusion, and Diversity (EID) across the NMSU system as a foundation for institutional excellence. Establishing a foundation and scaling a sustainable structure will promote shared responsibility and draw on the assets NMSU students bring to the institution. The commitment to Equity, Inclusion, and Diversity of and for students, faculty, and staff has a positive impact on retention and graduation, teaching, service, research, and Extension.

Clarification of Terms:

<p>Underrepresented Minoritized: (used for <i>underrepresented minorities</i> or <i>URM</i>), based on Federal definitions, including: African American/Black, Hispanic/Latinx, Native American/Alaskan Native, Native Hawaiian/Other Pacific Islander, or other ethnic group underrepresented in science and engineering.</p> <p>Marginalized: Includes federally designated protected class: disability, military and veteran status, sex, and age.</p> <ul style="list-style-type: none"> • Other marginalized social identity categories can include socioeconomic class, age (age discrimination act of 1975, identifies 40 and above), sexuality/sexual orientation, and gender, etc. <p>Intersectionality: Beyond one's race and/or ethnicity, takes into account the intersection of race, gender, socioeconomic class, disability, etc. in an effort to best serve/support the whole individual.</p> <ul style="list-style-type: none"> • Examples: mechanisms to best serve low-income white students with disabilities; mechanisms to support LGBT+ students of color; mechanisms to support faculty and or staff with disabilities who may be veterans, and also part of underrepresented groups, etc. 	<p>EID: Acronym for Equity, Inclusion and Diversity.</p> <p>HSI: Acronym for Hispanic Serving Institution.</p> <p>MSI: Acronym for Minority Serving Institution.</p> <p>AAP: Acronym for Affirmative Action Plan.</p>
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Objectives

The following interconnected objectives emerged from feedback provided, after listening sessions with systemwide partners, in November-December, 2022. These objectives align with the current NMSU Leads 2025 goals.

6.1: Embed equity, inclusion, diversity, and intersectionality into the university system.

Aligned with Goals 3 and 4

6.2: Increase representation and retention of underrepresented minoritized faculty, staff, and administrators.

Aligned with Goal 2

6.3: Increase sense of belonging for underrepresented minoritized and marginalized students.

Aligned with Goals 1 and 5

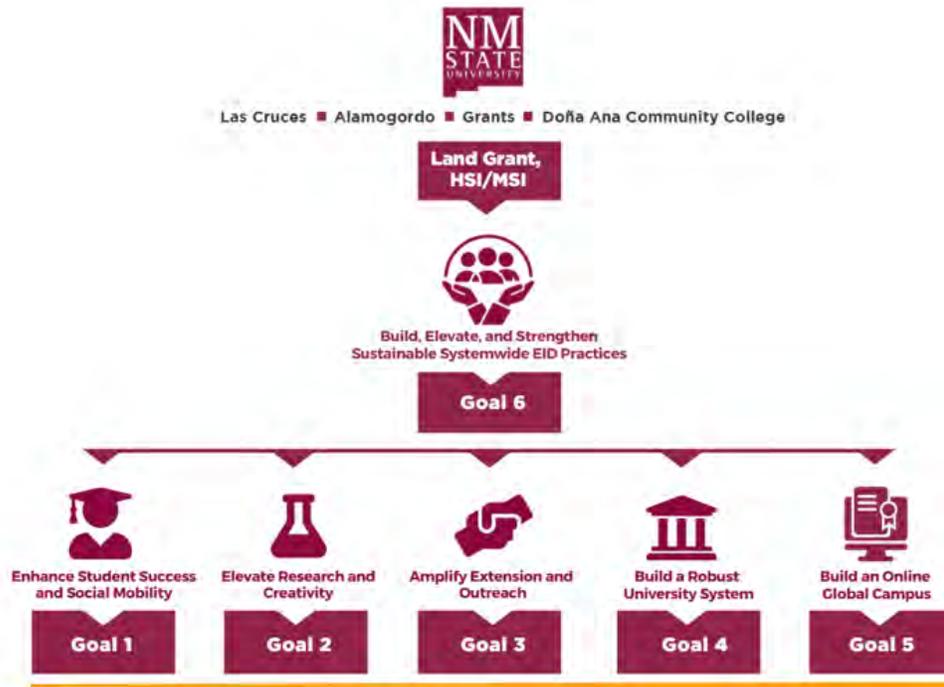
6.4: Advance evaluation processes that ensure accountability and acknowledgement for the implementation of EID practices.

Aligned with Goals 2 and 4

6.5: Cultivate a culture of respect that fosters a thriving inclusive community.

Aligned with Goals 1, 2, 3, 4, and 5

As NMSU elevates the objectives into this separate strategic goal, actions have been identified to establish a baseline on which we can then begin to measure. Since the inaugural position of Vice President for Equity, Diversity, and Inclusion was established in 2021, a number of initiatives have been implemented. Those initiatives have a baseline, which represent key performance indicators that will be measured annually.



6.1: Embed equity, inclusion, diversity, and intersectionality into the university system

Actions to Establish Baseline:

- Augment employee participation in already existing educational opportunities.
- Increase opportunities for faculty to learn how to develop culturally responsive curriculum and pedagogical practices.
- Create an EID Certificate Program.
- Create database to track EID professional development, systemwide.
 - Work with Center for Leadership and Professional Development.
- Systemwide Language Access Plan
 - A National Institute of Food and Agriculture (NIFA) policy requirement that ensures that federally funded institutions provide translated documents from English to the requested language. The requests can come from students and/or community members.
- Identify EID directors (or liaisons) at each university college and community colleges.
- Create EID review processes for vendor requests (including search firms), job descriptions, etc. to ensure alignment with the EID goal.
- Recommend to researchers submitting HSI/MSI grant proposals, or other grants seeking EID-related information, to be reviewed by the EID office (or related subcommittee) for support to strengthen the grant proposal.
- Identify EID-related outcomes and assessment processes in all programs, systemwide.

Key Performance Indicators

2023-2024 and 2024-2025

- Increase percentage of participants in EID-related Teaching Academy offerings by 20% in the 2023-2024 academic year, and by another 20% in the 2024-2025 academic year.
 - Participants can include professional staff, faculty, administrators, and graduate students.
- Increase presentations and workshops provided by the EID division by 25% in the 2023-2024 academic year and by another 25% during the 2024-2025 academic year.
- 25% of faculty who choose to participate in EID presentations and workshops will incorporate culturally responsive curriculum and pedagogical practices, 2023-2024.
 - NOTE: in alignment with the Provost's interest in ensuring interested faculty have support to best serve NMSU's students.

- 2025-2026 faculty who chose to participate will analyze course evaluation data from implemented curricula and pedagogical practices to determine outcomes.
- Use database to identify three (3) departments/units to focus outreach efforts in 2023-2024.
- Identify members of the Language Access Plan Task Force, to ensure federal compliance, summer 2023.
 - Convene Language Access Task Force summer/fall 2023
 - Create Language Access plan, fall 2023.
 - Implement Language Access plan, spring 2024.
- System's EID directors will be identified and will be standing members on the Diversity Council, 2023-2024.
- Track student outcomes related to EID outcomes. (ongoing)
 - E.g., course completion rates, GPA, graduation rates, etc.
- Develop EID Certificate Program for faculty, staff and graduate students, 2023-2024.
 - Once piloted internally, will work to offer to non-affiliates to help supplement EID budget.

2024-2025

- Pilot EID Certificate Program.
 - Graduate 20 EID Certificate Program participants by 2026/2027

In 2025, review the data to create new baselines as we conclude NMSU Leads 2025, to inform a new institutional strategic plan.

6.2: Increase representation and retention of underrepresented minoritized faculty, staff, and administrators.

Actions to Establish Baseline:

- Incorporate evidenced-based practices to improve search and hiring processes in alignment with the AAP (which is federally mandated) and practices.
 - Institutionalize the use of underutilization tracking and review forms, and justification memorandum.
 - Consider opportunities for Target of Excellence.
 - Consider opportunities for spousal/partner hires.
- Job descriptions that reflect the student population, to align with NMSU's land-grant, HSI/MSI missions, to enhance a qualified diverse applicant base at all levels.
- Enhance search committee training to include: implicit bias training, compliance-related policy, and activation of committee members' professional networks to broadly promote NMSU and the position.
- Develop Equity Advisors Program to consult on search committees.

- Track and analyze ongoing data to identify improvement in hiring underrepresented minoritized employees.
 - This data is tracked through Human Resource Services and through Bidle Consulting Group, Inc.—a contracted consultant company who assists with NMSU’s AAP (which is federally mandated under executive order 11246).

Key Performance Indicators

2023-2024

- All search committees will use underutilization tracking and review form and justification memorandum, beginning summer 2023.
 - Note: As is federally mandated, all search committees are required to include justification memorandums for positions that have been identified as underutilized.
 - To support search committee chairs and hiring managers, Affirmative Action Specialists created a fillable justification memorandum in PDF form, in summer of 2023.
 - HRS liaisons now have access to the form and have been trained on how to use it.
 - The justification memorandum also supports efforts to address discrimination pursuant to the enforcement authority of the Equal Employment Opportunity Commission (EEOC) and the Office of Federal Contracts and Compliance Program (OFCCP).

- Affirmative Action Specialist/s will provide training for Department Heads and Deans on creation of AAP narratives for faculty positions, beginning August 2023.
 - Narratives developed by December 2023.
- Affirmative Action Specialist/s will provide training for staff hiring managers on creation of AAP narratives for staff positions, beginning August of 2023.
 - Narratives developed by December 2023.
- Affirmative Action Specialist/s will provide comprehensive search committee training, beginning August 2023.
 - Included will be a recruitment resource list (to also be linked on the Affirmative Action website).
- Identify baseline for average number of faculty positions filled systemwide each year.
 - After the previous actions have been implemented.

2024-2025

- Increase underrepresented faculty by 5% systemwide.

2025-2026

- Increase underrepresented faculty by another 5% systemwide.

6.3 Increase sense of belonging for underrepresented minoritized and marginalized students.

Actions to Establish Baseline:

- Increase representation of Native Students at the undergraduate and graduate levels.
 - In alignment with the Provost's commitment in becoming a Native American Serving Non-Tribal Institution.
- Increase representation of Hispanic/Latinx/e students at the graduate level.
- Identify support mechanisms for students who do not qualify for federal funding.
- Measure and share impact of programs addressing minoritized and marginalized students to identify gaps and establish baselines for future assessment.
- Increase intersectional programming. (ongoing)
- Establish an Asian Pacific Islander Program. (in process)
- Establish baseline for sense of belonging for underrepresented minoritized and marginalized students. (see also Objective 6.5.)
- Acquire Seal of Excelencia
 - NMSU submitted application in June of 2023

Key Performance Indicators

2023-2024

- Hire Native Student Recruiter, fall 2023.
 - Native Student Recruiter will work with partners to create a strategic recruitment plan to increase Native student representation.
- EID College Directors and Graduate School will create a strategic recruitment plan to increase underrepresented graduate students, with particular focus on Hispanic/Latinx/e graduate student representation, fall 2023.
 - **NOTE:** Data shows that Hispanic/Latinx/e graduate students drop over 50% relative to undergraduate student population.
- Create a strategic plan with partners to identify recruitment and retention strategies for Native undergraduate students, spring 2024.
 - **NOTE:** Data shows that Native student representation is approximately 79% lower than the state of New Mexico.
- Implement strategic recruitment plan by 2024 to recruit underrepresented and Hispanic/Latinx graduate students.
- Research and compile resources for students who are ineligible for federal funding, beginning spring 2023.

- Publish website promoting resources for students who are ineligible for federal funding, fall 2023.
- Apply for Seal of Excelencia, June, 2023 (in progress).

2024-2025

- Collect data on students' intersectional identities, fall 2024 to spring 2025
 - See climate survey KPIs in 6.5.

2025-2026

- Analyze climate survey results and identify most prevalent intersectional needs, fall 2025.
 - Referenced in Objective 6.5
- Develop programming to address intersectional needs, spring 2026.

6.4: Advance evaluation processes that ensure accountability and acknowledgement for the implementation of EID practices.

Actions

- Office of EID and Human Resource Services lead professional development for employees and supervisors' evaluation of implementation of EID practices.
- EID Directors lead professional development for faculty and department heads on implementation and evaluation of EID practices in the areas of research, teaching and service.

Key performance Indicators

2023-2024

- Develop training for staff and supervisors on how to consistently evaluate the implementation of EID practices to address criteria already included in staff performance evaluations, fall 2023.
- Pilot staff training on how to consistently evaluate the implementation of EID practices in staff performance evaluations, spring 2024.
- Initiate annual trainings on how to evaluate EID practices for staff and supervisors, spring 2024.
- Consult with Provost and academic colleges to identify consistency in evaluating EID strategy and practices in research, teaching, extension and outreach, and service, begin fall 2023.
- Develop training for faculty and department heads on how to evaluate the implementation of EID practices in teaching, extension and outreach, and service, begin fall 2024.
- Initiate training for faculty and department heads on how to evaluate the implementation of EID practices in teaching, extension and outreach, and service, spring 2025.



6.5: Cultivate a culture of respect that fosters a thriving inclusive community.

Actions to Establish Baseline:

- Climate survey for staff and faculty to establish baseline.
- Climate survey for students to establish baseline.
- Analyze and share results of climate surveys to ensure accountability.
- Climate Action Team (CAT) team to work with Diversity Council on addressing gaps and issues identified by climate surveys.
- Create Guiding Principles of Community for the NMSU system.
- Consider creation of language immersion programs.

Key Performance Indicators

2023-2024

- Research internal and external climate survey tools, fall 2023.
- Identify a climate survey tool, spring 2024.

2024-2025

- Create NMSU-specific climate survey for faculty and staff to demonstrate impact, fall 2024.
- Create NMSU-specific climate survey for undergraduate students to demonstrate impact, fall 2024.
- Create NMSU-specific climate survey for graduate students to demonstrate impact, fall 2024.
- Administer climate survey for faculty and staff, spring 2025.
- Administer climate survey for undergraduate students, spring 2025.
 - 25% response rate
- Administer climate survey for graduate students, spring 2025.
 - 25% response rate

2025-2026

- Analyze climate survey results (identify needs), fall 2025.
- Identify interventions and community values addressing identified needs, spring 2026.



Board of Regents Meeting
Meeting Date: July 14, 2023
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Agenda Item # E-3

- Action Item
- Consent Item
- Informational Item

Presented By: Ammu Devasthali
Chair
Board of Regents

Agenda Item: Presidential Search Committee Selection

Requested Action of the Board of Regents:

Approval of the Presidential Search Committee nominees as presented.

Executive Summary:

Please see below the slate of nominees to serve on the NMSU Presidential Search Committee:

Ben Woods - Chair
Georgina Badoni
Citlalli Benitez
Susanne Berger
Neal Bitsie
Wanda Bowman
Maria de Boyrie
Christopher Brown
Abel Covarrubias
Leslie Edgar
Gaylene Fasenko
Patricio Gonzales
John Heckendorn
Christian Hendrickson
Scott Hutchinson
Lionell Manlutac
Sabrina Martin
Donald Martinez
Enrico Pontelli
Marissa Sage
Steve Stochaj
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Monica Torres
John Wenzel
Cynthia Wise