

**NEW MEXICO STATE LAND OFFICE**  
**RECORD TITLE ASSIGNMENT OF OIL AND GAS LEASE**

From Lease Number \_\_\_\_\_

To Lease Number \_\_\_\_\_

Full Acreage

Partial Acreage

FOR VALUE RECEIVED, \_\_\_\_\_, OGRID No. \_\_\_\_\_  
Assignor Name (include type of business entity)

("Assignor" whether one or more), assigns and conveys to \_\_\_\_\_, OGRID No. \_\_\_\_\_

("Assignee" whether one or more), whose mailing address is \_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_

the entire interest and title in and to Oil and Gas Lease No. \_\_\_\_\_ ("the Lease") initially made by the New Mexico State Land Office to:  
 \_\_\_\_\_, Dated \_\_\_\_\_, insofar as the Lease covers the following

ORIGINAL LESSEE

land in \_\_\_\_\_ County, New Mexico:

Township Range    Section    Description:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

together with the rights incident thereto, and improvements thereon, if any.

Assignee assumes and agrees to perform all duties and obligations to the Commissioner of Public Lands including payment of rentals and royalties, and to do such other acts as are required by the Lease, to the same extent and in the same manner as if the provisions of the Lease were fully set out herein.

Assignor warrants the leasehold estate herein assigned, except as to any valid overriding royalty, production payment, operating agreement or sub-lease, if any, now of legal record, and covenants to the Assignee and the Commissioner of Public Lands that the leasehold estate assigned is valid, and that all rentals and royalties due under the Lease have been paid in full, and that all other Lease obligations presently due have been fully performed.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 By: \_\_\_\_\_ Assignor  
 \_\_\_\_\_  
 Title, if signing in representative capacity

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

This Assignment was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_,  
 by \_\_\_\_\_,  
 Title, if signing in representative capacity

NOTARY SEAL

\_\_\_\_\_  
 Notary Public  
 My commission expires \_\_\_\_\_

**ASSIGNEE'S ACCEPTANCE**

The undersigned Assignee named above hereby agrees to be bound by all of the terms, covenants, and conditions of the Lease and this Assignment and shall succeed to the rights and benefits under the Lease.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
 By: \_\_\_\_\_ Assignee  
 \_\_\_\_\_  
 Title, if signing in representative capacity

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ }ss  
COUNTY OF \_\_\_\_\_

This Assignee's Acceptance was acknowledged before me this \_\_\_\_\_, day of \_\_\_\_\_, 20 \_\_\_\_\_,

by \_\_\_\_\_, \_\_\_\_\_  
Title, if signing in representative capacity

NOTARY SEAL

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

APPROVAL OF THE COMMISSIONER

Office of the Commissioner of Public Lands  
Santa Fe, New Mexico

I hereby certify that this Assignment was filed in my office on \_\_\_\_\_, was approved by me

and shall be effective as to the State of New Mexico on \_\_\_\_\_.

\_\_\_\_\_  
COMMISSIONER OF PUBLIC LANDS

INSTRUCTIONS AND INFORMATION

1. ANNUAL RENTAL: The annual rental for the land in this Assignment is \_\_\_\_\_ per acre. The rental is due in advance and shall be paid to the Commissioner of Public Lands on the anniversary date of the original Lease agreement. The date of this Assignment does not change the annual rental due date. For any Assignment of any Lease initially issued prior to June 15, 1985, the annual rental shall not be less than six dollars (\$6.00). For any Assignment of any Lease initially issued after June 14, 1985, or of any Lease which has been stipulated to the new ten year Lease, the minimum rental is forty dollars (\$40.00).
2. FIXED TEN-YEAR LEASE: This Lease provides for a fixed ten-year term, and for so long as oil or gas is produced in paying quantities. The ten-year period is divided into a primary term of five years, followed by a secondary term of five years. If no production is had during the primary term, the rental for the secondary term is double the rental of the primary term, or equal to the highest prevailing rental rate in the district, whichever is higher. Rentals continue even though production is had.
3. FIXED FIVE-YEAR LEASE: This Lease provides for a fixed five-year term, and for so long as oil and gas is produced in paying quantities. The fixed five-year Lease has no secondary term. Rentals continue even though production is had.
4. FILING: All Assignments shall be filed in the State Land Office in triplicate, with original signatures on all three copies, within one hundred days from the date of signing, and must be accompanied by the recording fee. Additional filing requirements for Blanket Assignments are addressed under item ten, below.
5. RECORDING FEE: The recording fee for each Record Title Assignment is \$100.00. If, however, an assignment is filed more than one hundred days from the assignor's execution date an additional late filing fee of \$150.00 will be required for a total of \$250.00. This fee is required for each lease listed on a Blanket Assignment. Said fees are non-refundable.
6. PERSONAL CHECKS: When an Assignment is accompanied by a personal check, the Commissioner of Public Lands reserves the right to withhold approval of the Assignment until the check has cleared.
7. ASSIGNMENT DISAPPROVAL: Per 19.2.100.41 NMAC Assignments shall not be accepted nor approved by the commissioner:
  - A. in the names of more than two persons or two legal entities;
  - B. for less than a legal subdivision. "Legal subdivision" means forty acres or a tract described by lot number. A tract described by lot number may be more or less than forty acres;
  - C. for less than assignor's entire interest in any legal subdivision (except where transfer is by operation of law);
  - D. in the name of a trusteeship unless the trust is expressly set forth and not more than two persons are named as trustee;
  - E. after a lis pendens is filed;
  - F. for any assignment containing any language other than the approved form;
  - G. where surety requirements have not been met; or
  - H. where the lease is not in good standing; Approval of the assignment by the Commissioner does not guarantee the lease is in good standing.
8. COMPLETE ADDRESS: An Assignment shall show the complete mailing address of the Assignee.
9. ACKNOWLEDGMENT: An Assignment shall be executed before an officer authorized to take acknowledgments of deeds. Persons executing on behalf of a corporation or other business entity must indicate title or authority to execute.
10. BLANKET ASSIGNMENTS: Commissioner of Public Lands does permit Blanket Assignments of Record Title. Blanket assignments are limited to twenty-five leases per filing. The submittal must have an Exhibit A attached, documenting each of the state leases to be assigned and the following information for each: original lessee of record, lease issue date, county, land description, total acres assigned and indicating full or partial acreage assignment. A copy of both the executed assignment and the Exhibit A must be submitted by the filer for each lease assignment listed thereon.
11. COMMUNICATIONS: All official business, letters and communications must be addressed directly to the Commissioner of Public Lands; Oil, Gas, and Minerals Division.
12. PAYMENT: Make all payments for recording fees to:

COMMISSIONER OF PUBLIC LANDS  
P.O. Box 1148  
Santa Fe, NM 87504-1148