



**Commissioner of Public Lands
State of New Mexico**

**RECLAMATION BOND FOR PRODUCED/TREATED WATER LINE
(SINGLE USE)**

File with:

New Mexico State Land Office
Rights of Way Division
310 Old Santa Fe Trail, Santa Fe, NM 87501
P.O. Box 1148, Santa Fe, NM 87504-1148

BOND NO. _____
(For use of Surety Company)

BOND NO. _____
(For use of NMSLO)

EFFECTIVE DATE: _____

ROE, ROW NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

Grantee Name: _____
Grantee's Address: _____
State in which Grantee is Organized: _____

Surety Name: _____
Surety Business Address: _____
State in which Surety is Organized: _____

WHEREAS, Grantee, authorized to do business in the State of New Mexico, and Surety, authorized by the Superintendent of Insurance to do business in the State of New Mexico, pursuant to the Commissioner of Public Land's authority to manage state trust land, leases and permits in NMSA 1978, Sections 19-1-1 and 19-1-2, are jointly and severally firmly bound to the State of New Mexico's State Land Office ("NMSLO"), or its successor, for payment in the amount of **twenty five thousand dollars (\$25,000)** for a single Right of Entry or Right of Way.

WHEREAS, Grantee holds a Right of Entry (ROE) or Right of Way (ROW) issued by the NMSLO for produced/treated water lines and has installed or will install a produced/treated water line or pipeline ("produced/treated water line") on State Trust Land described in and covered by the ROE or ROW.

WHEREAS, the construction and operation of Grantee's produced/treated water line may cause surface and subsurface impacts to the Subject Land, which the ROE or ROW requires Grantee to remediate and reclaim, to restore the Subject Land to the condition it was in before Grantee installed a produced/treated water line.

WHEREAS, Grantee and Surety expressly agree, under this Bond obligation, to cause and ensure compliance with all performance requirements of the ROE or ROW, including the proper removal of improvements, produced/treated water line, pipeline, equipment, as well as all NMSLO

requirements for remediation, reclamation and restoration of the Subject Land, and including any and all requirements, costs, fees, rent, fines of the ROE or ROW, 19.2.10 NMAC; 19.15.29, 19.15.30 and 19.15.34 NMAC, and any other applicable rules or laws (“Obligations”). Grantee and Surety further expressly agree that the Obligations of this Bond also include any costs, fees (including reasonable attorney’s fees) incurred by NMSLO in enforcing any Obligations covered by this Bond, including the collection and forfeiture of this Bond. Actions involving this bond shall only be brought in the First Judicial District Court of New Mexico, under the laws of the State of New Mexico. Provided, however, that execution of this bond shall not require any action in court by the Commissioner. Additionally, Grantee and Surety expressly agree that the Obligations of this Bond “do not” include any damages to the surface lessee of the Subject Land, livestock, water, crops, tangible improvements or surface improvements suffered by reason of Grantee’s operations on the Subject Land by NMSLO or under any state lease, permit, right-of-way or easement heretofore or hereafter executed by the Commissioner of Public Lands.

WHEREAS, Grantee and Surety agree to complete or make good and sufficient recompense, satisfaction or payment to NMSLO, for all Obligations under this Bond.

THEN AND IN THAT EVENT, this Bond and obligation shall be null and void; otherwise, and in default of complete compliance with any and all of said Obligations, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, that thirty (30) days after receipt by NMSLO’s Rights of Way Division written notice of cancellation from the Surety, the obligation of the Surety shall terminate as to any Obligations placed and arising on or from the Lease or Subject Land after the said 30-day period, but shall continue in effect, notwithstanding said notice, as to Obligations placed or arising on or from the ROE or ROW or Subject Land before the 31st day after receipt of said notice; under such circumstances, the determination of what Obligations were placed and arising on or from the ROE or ROW or Subject Land as of the 31st day after receipt of said notice shall be made exclusively by NMSLO. The liability of Surety on this Bond shall not expire upon the termination of the ROE or ROW, but shall remain in full force and effect until released in writing by the Commissioner of Public Lands.

Signed and sealed this _____ day of _____, 20_____.

GRANTEE/PRINCIPAL Signature

SURETY Signature

Printed Name and Title

Printed Name and Title

Street Address

Street Address

City, State and Zip Code

City, State and Zip Code

ACKNOWLEDGMENT FORM FOR NATURAL PERSONS:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be the person(s) described in and who executed the same as (his, her, their) free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission Expires Notary Public name Notary signature
(Notary seal)

ACKNOWLEDGMENT FORM FOR CORPORATION, PARTNERSHIP, OR LIMITED LIABILITY COMPANY:

STATE OF _____)
) ss.
COUNTY OF _____)

This Instrument was acknowledged before me on this _____ day of _____ 20__ by _____ as _____ of _____, signed and sealed on behalf of said _____

(Name of Person Signing Instrument) (Capacity, e.g. President, Partner, Manager, Member)

entity by appropriate authority on behalf of said corporation, partnership or limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission Expires Notary Public name Notary signature
(Notary seal)

ACKNOWLEDGMENT FORM FOR CORPORATE SURETY:

STATE OF _____)
) ss.
COUNTY OF _____)

This Instrument was acknowledged before me on this _____ day of _____,
20____ by _____, as Attorney-in-Fact for
(Name of Attorney-in-Fact)

(Name of Corporate Surety)

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year in this certificate first above written.

My Commission Expires Notary Public name Notary signature
(Notary seal)

(Note: Corporate surety attach power of attorney.)

APPROVED this _____ day of _____, 20_____.

COMMISSIONER OF PUBLIC LANDS