



NEW MEXICO STATE LAND OFFICE
COMMISSIONER OF PUBLIC LANDS

Assignment of Salt Water Disposal Easement No. SW-_____

This Assignment is made for consideration this ____ day of _____, 20____, between
Assignor _____ (representative's name) of

(Company Name and Address of Record)

(Contact name, *Email* and Phone number for questions **regarding this assignment**)

and

Assignee _____ (representative's name) of

(Company Name and Address of Record)

(Contact name, *Email* and Phone number for questions **regarding this assignment**)

and is not valid without the approval of the New Mexico Commissioner of Public Lands indicated below.

1. By this Assignment, Assignor assigns all right, title, interest and claim in Salt Water Disposal Easement No. **SW-_____**, well name _____ to the Assignee, subject to the approval of the New Mexico Commissioner of Public Lands and the terms set out below.
2. The Assignee(s) assume(s) and agree(s) to perform all obligations and to pay rentals as required under said Salt Water Disposal Easement to the same extent and in the same manner as if the provisions of said easement and agreement were fully set out herein. **Check either a or b;**
 - a. ___ The Assignee is in the **Tier One** disposal rent category; based on the 'Primary Business' defined herein as the transportation, movement and, or disposal of produced water **is not** 50% or greater of annual gross revenues.
 - b. ___ The Assignee is in the **Tier Two** disposal rent category; based on the 'Primary Business' defined herein as the transportation, movement and, or disposal of produced water **is** 50% or greater of annual gross revenues.
3. It is agreed that the Assignee(s) shall succeed to all the rights, benefits and privileges granted by the terms of said easement as to the lands above described.
4. It is understood that the place of use, the purpose of use, and the amount of produced water to be disposed of as permitted under the Easement being assigned must be the same as permitted by the New Mexico Oil Conservation Division, and that neither the Assignor nor the Assignee shall change these without first obtaining the consent of the Commissioner and the New Mexico Oil Conservation Division. It is further agreed that failure to comply with these requirements shall *ipso facto* render this Assignment null and void.

5. It is understood that Assignor shall not be relieved of any liability to the New Mexico Commissioner of Public Lands incurred prior to the Commissioner's approval of this assignment. Financial and Reclamation bonding in the amounts of \$10,000 surface damage and performance, and \$250,000 reclamation for the Easement must be in place at the State Land Office prior to the Commissioner's approval.

ACKNOWLEDGMENT BY APPLICANTS

BY: _____

(Assignor)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

(Print Name of Assignor)

of _____

(Title of Officer, if applicable and name of Corporation, attach copy of POA)

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My Commission Expires: _____

Notary Public

BY: _____

(Assignee)

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by

(Print Name of Assignee)

of _____

(Title of Officer, if applicable and name of Corporation, attach copy of POA)

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My Commission Expires: _____

Notary Public

Filed in my office on _____, 20____, and approved by me on _____, 20____.

SEAL

COMMISSIONER OF PUBLIC LANDS

3 original copies and a \$250.00 FILING FEE * Make your payment to:

New Mexico Commissioner of Public Lands,
Oil, Gas and Minerals Division, 310 Old Santa Fe Trail, P.O. Box 1148, Santa Fe, NM 87504-1148

When you provide a check as payment, you authorize the State of New Mexico to either use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.