



NEW MEXICO STATE LAND OFFICE  
COMMISSIONER OF PUBLIC LANDS

**Assignment of Water Easement No. W\_\_\_\_\_**

This Assignment is made for consideration this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between  
*Assignor-Seller* \_\_\_\_\_ of

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Phone Number \_\_\_\_\_

and

*Assignee-Buyer* \_\_\_\_\_ of

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Phone Number \_\_\_\_\_

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

1. By this Assignment, Assignor-Seller assigns all right, title, interest and claim in Water Easement No. \_\_\_\_\_ to the Assignee-Buyer, subject to the approval of the New Mexico Commissioner of Public Lands and the terms set out below.
2. List the OSE Water Right file number/s \_\_\_\_\_
3. List the owner of the Water Rights \_\_\_\_\_
4. List the owner of the well/s \_\_\_\_\_
5. The Assignor-Seller acknowledges and confirms that all rental obligations have been paid in full.
6. It is understood that Assignor-Seller 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.

7. The Assignee(s)-Buyer(s) assume(s) and agree(s) to perform all obligations and to pay rentals and/or rent per barrel charges as required under said Water Easement and related Water rights Agreement, to the same extent and in the same manner as if the provisions of said easement and agreement were fully set out herein.
8. It is agreed that the Assignee(s)-Buyer(s) shall succeed to all the rights, benefits and privileges granted by the terms of said easement as to the lands above described.
9. Assignee-Buyer has reviewed and agrees to comply with the State Land Office's Cultural Properties Protection Rule (19.2.24 NMAC) Yes \_\_\_\_\_ No \_\_\_\_\_
10. It is understood that the point of diversion, the place of use, the purpose of use, and the amount to be diverted as permitted under the Water Easement being assigned must be the same as permitted by the New Mexico State Engineer, and that neither the Assignor-Seller nor the Assignee-Buyer shall change these without first obtaining the consent of the Commissioner and the Office of the State Engineer. It is further agreed that failure to comply with these requirements shall *ipso facto* render this Assignment null and void.
11. Financial and reclamation bonding for the Easement is in place by the Assignee-Buyer at the State Land Office in the amount of \$ \_\_\_\_\_  
\_\_\_\_\_ Cash bond, or  
\_\_\_\_\_ Surety bond # \_\_\_\_\_.

BY: \_\_\_\_\_  
(Assignor-Seller)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_,  
(Print Name(s) of Assignor-Seller)  
of \_\_\_\_\_,  
(Title of Officer, if applicable and name of Corporation, attach copy of POA)

**S**  
**E** My Commission Expires: \_\_\_\_\_  
**A** Notary Public  
**L**

BY: \_\_\_\_\_  
(Assignee-Buyer)

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_,  
(Print Name(s) of Assignee-Buyer)  
of \_\_\_\_\_,  
(Title of Officer, if applicable and name of Corporation, attach copy of POA)

**S**  
**E** My Commission Expires: \_\_\_\_\_  
**A** Notary Public  
**L**

Filed in my office on \_\_\_\_\_, 20 \_\_, and approved by me on \_\_\_\_\_, 20 \_\_.

SEAL

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

**2 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.*