



Commercial Resources Division Rights-of-Way Assignment Requirements

1. Cover letter: Identify to whom all correspondence should be directed.
2. Completed assignment duly signed and notarized by both assignor and assignee. Signatures must be original. Multiple originals may be submitted, the recommended number is three.
3. Assignor listed on the form must be the current lessee of record in the State Land Office records.
4. One form must be submitted per right-of-way lease to be assigned. Attachments or exhibits are no longer allowed.
5. Assignment fees must be submitted with the forms for processing. The full assignment fee is \$100.00 per right-of-way lease.
6. Assignee must have required bonding in place for the right-of-way to be processed.
7. Damage Bond Requirements:
 1. \$5,000.00 single right-of-way lease coverage for all rights-of-way leases except for produced/treated water pipelines.
 2. \$25,000.00 blanket coverage for rights-of-way leases except for produced/treated water pipelines.
 3. \$25,000.00 single-use reclamation bond for produced/treated water pipeline.
 4. \$250,000.00 blanket reclamation bond for produced/treated water pipelines.

Partial assignments transferring 100% of an asset are no longer accepted. The assignee in these situations will be required to apply for a new right of way.

The processing time for complete assignments submitted is 30 days. Incomplete assignments will be rejected and will need to resubmit the assignment forms and associated fees.

Questions regarding the assignment process, or to verify the current lessee of record may be directed to Amy Velazquez at avelazquez@nmslo.gov.

Assignor:

Assignee:



Business Lease/Right of Way Assignment Information Coversheet Commercial Resources Division

The Commissioner of Public Lands may reject any assignment for a lease or right of way that is not in good standing or would not be in the best interest of the state land trust. See 19.2.19.14 NMAC (Business Leases) and 19.2.10.25 NMAC (Rights of Way). Assignments may be conditioned on such terms and conditions that the Commissioner may prescribe. Approval does not guarantee that a party is in compliance with all applicable instrument terms. **A separate copy of this coversheet is needed for each lease/ROW to be assigned.** Submitting incomplete and/or inaccurate information may result in the rejection or delay of assignment(s) submitted to the New Mexico State Land Office (NMSLO).

PART 1: TO BE COMPLETED BY ASSIGNOR

(Entity Seeking to Assign)

Lease/ROW#: _____ **(IF THIS IS PART OF A MULTI-INSTRUMENT ASSIGNMENT REQUEST, THE INFORMATION IN THIS FORM MUST BE COMPLETED FOR EACH INSTRUMENT).**

Land Description (Township, Range, Section, Quarter/Quarter):

What is the purpose of the assignment (e.g., sale, merger, etc.)? _____

Is this assignment part of a larger submission of assignment requests?: Yes__ No__

If yes, this request is __ of __ total submissions.

OUTSTANDING AMOUNTS OWED

Does Assignor have any outstanding rental payments due to the NMSLO (more than 90 days overdue)? Yes No

ENVIRONMENTAL COMPLIANCE

Has Assignor received or been the subject of any Notices of Violation, warning letters, compliance orders, lawsuits, or administrative proceedings, or entered into any settlement agreements, from/with NM Oil and Conservation Division (OCD), NM Environment Department, NMSLO, or the U.S. Environmental Protection Agency within the past five years? Yes __ No __

If yes, describe (by reference to date, nature of action(s), etc.):

Are there any contaminated areas or open spills (reported to OCD) on the subject lands?

Yes ___ No ___

If yes, please provide a description of each spill/outstanding environmental issue (date or time frame of spill, nature and volume of spill, location of spill, and any action taken to address spill), and any remediation and reclamation plans:

BONDING

Is the Assignor currently bonded with the NMSLO for this instrument?

Yes___ No___

If yes, provide bond number(s), amount(s) and name of surety company(ies):

Is the Assignor requesting the release of a bond? Yes ___ No ___

PART 2: TO BE COMPLETED BY ASSIGNEE

(Entity Obtaining Instrument)

If a corporate entity, is Assignee authorized by the New Mexico Secretary of State to do business in the State of New Mexico? Yes___ No___

OUTSTANDING AMOUNTS OWED

Does Assignee have any outstanding rental payments due to the NMSLO (more than 90 days overdue)? Yes___ No___

BONDING

Is the Assignee currently bonded with the NMSLO for this instrument?

Yes___ No___

If yes, provide bond number(s), amount(s) and name of surety company(ies):

What is the bond number(s), amount(s), and surety company(ies) for the replacement bond being provided by the Assignee?

ENVIRONMENTAL COMPLIANCE

Has Assignee reviewed the disclosures contained in Part 1 of this form? Yes ___ No ___

Has Assignee performed its own due diligence as to any environmental issues on the lease/ROW? Yes ___ No ___

Acknowledgment: The State Land Office makes no representations as to any spills and/or releases currently on the subject property by approving the assignment. The Assignee assumes all liability for any spills, releases, and reclamation of the lease.

Initial _____

CULTURAL PROPERTIES

Assignee has reviewed and agrees to comply with the [State Land Office's Cultural Properties Protection Rule \(19.2.24 NMAC\)](#).

Initial _____

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ASSIGNOR

I hereby affirm and attest, under penalty of perjury, that _____ (Assignor Company / Representative) has performed reasonable due diligence concerning the lease/right of way to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Signature

Date

Name (Print)

Assignor Company Name

Title

Email

Phone

Address:

ASSIGNEE

I hereby affirm and attest, under penalty of perjury, that _____ (Assignee Company / Representative) has performed reasonable due diligence concerning the leases/rights of way to be assigned, and that the foregoing statements are true and correct to the best of my knowledge and belief.

Signature

Date

Name (Print)

Assignee Company Name

Title

Email

Phone

Address:



**COMMISSIONER OF PUBLIC LANDS
FULL ASSIGNMENT OF RIGHT-OF-WAY AND EASEMENT**

This agreement is entered into this _____ day of _____, 20____, between
_____ as Assignor and _____
of _____ as Assignee.
(Address)

Assignor is holder of right-of-way and easement from the New Mexico State Land
Office, by its Commissioner of Public Lands, designated as No. R- _____ dated
_____.
(Original Approval Date)

The receipt and sufficiency of valuable consideration is hereby acknowledged, therefore
the Assignor does hereby convey all rights, title and interest in and to R- _____.

Assignor and Assignee acknowledge and agree that, unless agreed to by the Commissioner of
Public Lands, Assignor shall remain fully liable for all damage to the subject trust lands arising
from or in conjunction with Assignor use of the subject right-of-way; and that Assignee assumes
all subsequent liability from the date of this assignment forward, and agrees to be strictly bound
by all the terms of the assigned right-of-way as though those terms were set out herein.

EXECUTED THIS _____ day of _____, 20_____.

BY: _____

(Assignor)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, of _____
(Name of Assignor) (Title of Officer, if applicable and Name of Corporation)

My Commission Expires: _____

Notary Public

BY: _____

(Assignee)

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by _____, of _____
(Name of Assignee) (Title of Officer, if applicable and Name of Corporation)

My Commission Expires: _____

Notary Public

COMMISSIONER OF PUBLIC LANDS

Approved on _____.

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FULL ASSIGNMENT \$100.00

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