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# REPORTS

DATE:

1/20/1984

COMMISSIONER OF PUBLIC LANDS  
NEW MEXICO STATE LAND OFFICE  
P.O. BOX 1148, SANTA FE, NEW MEXICO 87504-1148

SLO RULE 12

JANUARY 20, 1984

RELATING TO THE APPROPRIATION  
OF WATER FROM STATE TRUST LANDS

12.001 Purpose and Scope. This rule is intended to assure that the development and use of water and water rights connected with trust lands occurs in the most beneficial manner to the trust. This rule is further intended to be an interim rule, to be effective while the Commissioner is assessing his duties with regard to water resources connected with trust land. A permanent rule will be proposed when those duties have been defined. This rule shall govern in all situations where the law requires the consent of the Commissioner, as administrator of the trust lands, prior to the approval by the State Engineer of the appropriation or use of water from trust lands. Rule 10 Relating to Easements and Rights-of-Way, should be consulted when seeking permission to move water across trust lands. Rule 8.023 governs when the use of water from state lands involves improvements on grazing or agricultural leases.

12.002 Application for Consent - Fee. Application for the Commissioner's consent to the appropriation or use of water shall be made upon a form furnished by the Commissioner and shall be accompanied by a filing fee of thirty dollars (\$30.00). Thereafter, the Commissioner shall enter into negotiations with each applicant on an individual basis to arrive at mutually satisfactory terms for the appropriation or use of water from trust lands.

12.003 Assignments of Consent - Application Fee. The Commissioner's consent to the appropriation or use of water from trust lands may be assigned with the Commissioner's prior approval subject to the terms and conditions of the consent. Application fee for approval of an assignment is thirty dollars (\$30.00).

12.004 Water Easements Under Prior Rules. Water easements issued under prior rules of the State Land Office shall be governed by the rules in effect at their issuance until the expiration of their current term, at which time renewal shall be subject to the most recent rules in effect.



# NEW MEXICO STATE LAND OFFICE

## APPLICATION FOR WATER EASEMENT

\_\_\_\_\_, 19\_\_

TO: Commissioner of Public Lands  
P.O. Box 1148  
Santa Fe, New Mexico 87504-1148

Dear Sir:

I \_\_\_\_\_, a resident of \_\_\_\_\_,  
State of \_\_\_\_\_, hereby submit an application for a water  
easement, under the laws of the State of New Mexico, and rules and regulations of the  
State Land Office, upon the land hereinafter described, for a term of \_\_\_\_\_ years from  
the date of this application. I submit herewith a \$30.00 application fee, together with  
an appraisal made under oath by a disinterested party and the first year's rental  
offer of not less than \$\_\_\_\_\_ for each well or water easement.

The land applied for and covered by this application is contiguous and fully described as follows:

And I state further in answer to the following questions:

1. State fully for what purpose the easement is wanted, how much water you intend to appropriate, and number of water wells you intend to drill: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Are there any improvements on the land? (If so, give type and value) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. State the type of improvements you intend to place on the land and the approximate value of same. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





# NEW MEXICO STATE LAND OFFICE

## APPLICATION FOR WATER EASEMENT

\_\_\_\_\_, 19\_\_\_\_

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P.O. Box 1148  
Santa Fe, New Mexico 87504-1148

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offer of not less than \$\_\_\_\_\_ for each well or water easement.

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cribed as follows:

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1. State fully for what purpose the easement is wanted, how much water you intend to appropriate, and number of water wells you intend to drill: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. Are there any improvements on the land? (If so, give type and value) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. State the type of improvements you intend to place on the land and the approximate value of same. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My Commission expires \_\_\_\_\_  
Notary Public \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ A.D.

STATE OF \_\_\_\_\_ )  
(ss. \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Address: \_\_\_\_\_

Signed: \_\_\_\_\_

I, \_\_\_\_\_, do solemnly swear (or affirm) that the statements and answers in this application are true and correct to the best of my knowledge and belief.

- 4. Give location of nearest well of this same type and name of owner: \_\_\_\_\_
- 5. Do you intend to sublet this water easement? \_\_\_\_\_
- 6. List two business references: \_\_\_\_\_
- 7. Have you contacted the grazing lessee on the land? \_\_\_\_\_. If so, furnish us a statement from the lessee showing whether or not he objects to this easement. List any additional information relative to the land applied for or use of same not covered by the above statements. \_\_\_\_\_
- 8. Have you contacted the State Engineer's Office for authorization to appropriate water? \_\_\_\_\_
- 9. If a water easement is granted, can you provide adequate bond? \_\_\_\_\_
- 10. If a water easement is granted, do you agree to furnish grantor copies of records and such reports and plats of your operations including, but not limited to well logs, drill cores, and other data relating to geological formations as the grantor may reasonably deem necessary for his administration of the trust lands? \_\_\_\_\_

Commissioner of Public Lands  
P. O. Box 1148  
Santa Fe, New Mexico 87504-1148

Dear Sir:

This is to advise you that I have made an application to the State of New Mexico for a Water Easement designated as W \_\_\_\_\_ on the following sections:

As further consideration for your approving such easement, we agree as follows:

- (1) To deposit with the State a \$ \_\_\_\_\_ Damage Bond which will protect the Grazing Lessee from any damages which might be incurred from our entering his pasture lands.
- (2) Not drill any water wells in the same water sand horizon closer than 1/4 mile to any presently existing stock water wells.
- (3) Not build any roads or drill any wells without first notifying the grazing lessee.

You will please denote your acceptance of the terms and provisions of this letter in place shown below.

Yours truly,

\_\_\_\_\_  
By \_\_\_\_\_

Water Lease approved subject to  
above understanding:

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

APPROVAL DATE \_\_\_\_\_

**TO ALL RIGHT-OF-WAY APPLICANTS:**

Below are some of the requirements which must be met in obtaining a right-of-way easement across state land.

Anyone desiring to apply for a right-of-way across state lands shall, prior to entry for surveying activities, file with the Commissioner written notice of intent to conduct a survey of the proposed location of such right-of-way. Such notice, which ~~may~~ be in letter form, shall adequately describe the proposed project including the purpose, general location, and projected construction time. The notice shall contain an agreement to hold harmless the Commissioner and any authorized lessees of the State of New Mexico against liability for loss of life, personal injury or property damage occurring due to survey activities and caused by applicant, his employees, and contractors or subcontractors and their employees. In lieu of such agreement, the applicant may submit a surety bond in an amount agreeable to the Commissioner.

The survey plats and description should include the following: a centerline description, the acreage allocated by 40 acre tracts, and the total number of rods required for the right-of-way easement. The survey plat should be prepared by a Registered Professional Engineer or Land Surveyor in accordance to Rule No. 10.010 (A).

The requirement to submit a survey plat in accordance with Rule 10.010 (A), may be waived subject to the discretion of the Commissioner upon showing of good cause or ~~undue~~ hardship. All requests for waivers, setting forth the basis of the request, must be submitted in writing to the Commissioner. In the event a waiver is granted, the applicant shall comply with the requirement set forth in Rule 10.010 (B).

To facilitate filing and microfilming, we request that plats be no larger than 8½" x 14" and the right-of-way location be indicated by a red line. Where the proposed right-of-way is to cross several sections of state land, two sheets showing the entire right-of-way should be provided in addition to the letter size or legal size plats.

All applicants shall submit survey plats and descriptions in duplicate. Applications must be accompanied by \$30.00 Application Fee and \$60.00 Appraisalment Fee.

It will no longer be necessary for you to complete and submit an appraisal form as our field representative will be performing the field appraisal on all right-of-way easements. You are required to submit the appraisalment fee to compensate for our cost of appraisal.

Right-of-Way applications require the signature of either the President or Vice-President of the company, or by a person who is authorized to sign for the applicant, i.e., Attorney-in-Fact, General Manager, Chairman, etc. The title of the person signing should be entered under the signature. All signatures on the application must be originals. Photocopied signatures are unacceptable.

Right-of-Way Easements granted shall normally be for no greater than a thirty-five (35) year term. Longer or shorter terms may be granted upon application if the Commissioner determines that such a grant is in the best interest of the trust. Enclosed is a sample of the newly revised right-of-way application forms to be used in all future applications and a copy of the rules and regulations pertaining to rights-of-way and easements. We request that all copies of the old application forms you may presently have in stock be destroyed.

Upon completion of construction of any right-of-way, the applicant shall promptly file with the Commissioner an Affidavit of Completion. Failure to file such affidavit in accordance with this section shall subject the right-of-way to cancellation in accordance with the provisions of the rules and regulations.

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Upon completion of construction of any right-of-way, the applicant shall promptly file with the Commissioner an Affidavit of Completion. Failure to file such affidavit in accordance with this section shall subject the right-of-way to cancellation in accordance with the provisions of the rules and regulations.

COMMISSIONER OF PUBLIC LANDS  
NEW MEXICO STATE LAND OFFICE  
P. O. BOX 1148, SANTA FE, NEW MEXICO 87504-1148

RULE 10

NOVEMBER 14, 1984

RELATING TO EASEMENTS AND RIGHTS-OF-WAY

10.001 Scope of Rules. These rules cover issuance or grants of all rights-of-way and easements over, upon or across lands under the jurisdiction of the Commissioner for pipelines, public highways, railroads, tramways, telegraph, telephone and power lines, irrigation works, mining, logging, and for other purposes, except rights-of-way granted as an incident of a lease as an express or implied covenant in the lease contract and "Salt Water Disposal Easements" which are covered by Rule 11.

10.002 No Rights to be Obtained by Prescription. Rights-of-Way across State lands may be acquired only by application and grant made in compliance with these regulations and the laws applicable thereto. No easement, right-of-way, or other interest in State lands may be acquired by prescription or by any other legal doctrine except as provided by statute. The consideration for any right-of-way granted or renewed under these rules, including those granted to municipal or county governments or agencies of the state or federal government, shall be not less than (but not limited to) the fair market value of the land utilized, plus severance damages, if any.

10.003 Lands Subject to Application. Subject to the discretion of the Commissioner, all lands listed as state-owned on the Land Office surface tract books are subject to application for rights-of-way; however, inasmuch as a right-of-way is an interest carved out of the surface estate, reference must be had in each case to Land Office records, both mineral and surface, to determine which surface rights, if any, have been conveyed to or contracted for by third parties which would limit or prohibit the Commissioner's issuance of additional surface interests. As to lands under purchase contract, see Rule 10.019.

10.004 Notice of Survey. Anyone desiring to apply for a right-of-way across state trust lands shall, prior to entry for surveying activities, file with the Commissioner written notice of intent to conduct a survey of the proposed location of such right-of-way. Such notice, which may be in letter form, shall adequately describe the proposed project,

including the purpose, general location, and projected construction time. The notice shall contain an agreement to hold harmless the Commissioner and any authorized lessees of the State of New Mexico against liability for loss of life, personal injury and property damage occurring due to survey activities and caused by applicant, his employees, and contractors or subcontractors and their employees. In lieu of such agreement the applicant may submit a surety bond in an amount agreeable to the Commissioner.

10.005 Application Form. Written application for grant of rights-of-way shall be made in ink or typewritten upon forms prescribed and furnished by the Commissioner. Such application shall be made under oath, and contain the following:

A. Application fee of thirty dollars (\$30.00).

B. Appraisal fee of sixty dollars (\$60.00). This fee may, in the discretion of the Commissioner, be waived where the applicant is a governmental body which is prohibited by law from paying fees.

C. A legal description of the lands to be crossed, together with a plat as provided in paragraph 10.010(A); provided, the requirement to submit a survey plat in accordance with Rule 10.010(A) may be waived subject to the discretion of the Commissioner upon a showing of good cause or undue hardship. All requests for waivers, setting forth the basis of the request, must be submitted in writing to the Commissioner. In the event a waiver is granted, the applicant shall comply with the requirement set forth in Rule 10.010(B).

10.006 Tenure. Rights-of-way granted under these regulations shall normally be for no greater than a thirty-five year term. Longer or shorter terms may be granted upon application if the Commissioner determines that such a grant is in the best interest of the trust.

10.007 Consideration. Payment for the grant of a right-of-way shall be on a negotiated basis, taking into account the circumstances and damage to remaining lands but shall not be less than the fair market value of the interest to be granted and under no circumstances less than fifty dollars (\$50.00) per acre. These rules are applicable to all federal, state, county, municipal or other governmental agencies as well as quasi-governmental bodies or organizations the same as if they were private parties. Before establishing the consideration for the grant of any right-of-way, the

Commissioner shall conduct an appraisal of the subject lands to determine the fair market value of the interest sought.

10.008 Conditions. The minimum width of a right-of-way or easement granted under these rules shall be thirty (30) feet, which minimum width may, in the discretion of the Commissioner, be waived for good cause shown.

10.009 Damage Bond. The holder of a right-of-way is required to compensate the state or a lessee, patentee, or contract holder for any damage done to improvements or other property belonging to such person which improvements are lawfully upon the lands. Before the right-of-way may be issued, the applicant shall file with the Commissioner a bond in an amount to be determined by the Commissioner to be sufficient to cover such damages; provided, however, the Commissioner in the exercise of his discretion may waive this requirement when one of the following conditions are met:

A. the applicant is a governmental agency which is prohibited by law from posting a surety bond; or

B. the surface lessee, patentee, or contract purchaser agrees to waive the bond requirement; or

C. the agency is not immune to suit or is otherwise required by law to pay such damages and is thereby its own insurer; or

D. the applicant agrees to furnish to the Commissioner, upon request, the names and addresses of its construction contractors and their insurers; or

E. In all other cases where the Commissioner, in his discretion, is satisfied that any lessee, patentee, or contract holder will be afforded adequate protection other than through the posting of a bond by the applicant.

10.010 Survey Plat.

A. The survey plat accompanying the application for easement shall be based upon a bona fide field survey prepared by a Registered Professional Engineer or Land Surveyor. It shall be properly certified showing the engineer's or surveyor's state of registration and registration number. It shall show the centerline of said proposed easement with the station and shall identify at every point where it enters or leaves state trust land, crosses a section line, fence, road, pipeline, telephone line, irrigation works, etc. It shall

show the location of improvements in the close proximity of the right of way. The survey shall show ties to section and quarter section corners and measurements shall be to the nearest tenth of a foot with bearings calculated to the nearest minute and in no case shall the smallest unit of angular measurement be less than one degree. Acreage shall be computed to the nearest one hundredth (.01) of an acre and the survey shall show the number of acres included in the easement in each legal subdivision of forty (40) acres, more or less. The following is offered as a sample of what is needed for a description in an application for an easement:

"A strip of land thirty feet wide, being fifteen feet on each side of the following described survey of centerline: Beginning at survey station 388+83.2, a point on the north boundary of Section 29, T. 16 S., R. 35 E., N.M.P.M., from which the NW corner of said Section 29 bears N. 89 degrees 15' W. a distance of 2202.0 feet, thence S. 17 degrees 45' W. across State land in Section 20 a distance of 5531.6 feet to survey station 444+14.8, a point on the south boundary of said Section 29, from which point the SW corner of said Section 29 bears S. 89 degrees 57' W. a distance of 640.0 feet.

Said tract contains 3.81 acres and allocated by forties as follows:

NE $\frac{1}{4}$ NW $\frac{1}{4}$	0.95 Acres
SE $\frac{1}{4}$ NW $\frac{1}{4}$	0.95 Acres
Etc.	Etc.

B. When the requirement to submit a survey plat in accordance with Paragraph A of this Rule has been waived pursuant to Rule 10.005(C), then the applicant must provide to the Commissioner a plat (prepared by the applicant, or his designated agents) which is drawn to scale showing the location of the right-of-way and indicating the approximate number of acres and rods to be taken, as well as the legal description (allocated by forties) of the lands to be crossed as shown above.

10.011 Construction Reports. The holder of a right-of-way shall notify the Commissioner immediately in the event any historic or prehistoric ruin or monument, or any object of historical, archeological, or scientific value is discovered upon the right-of-way, and shall refrain from further disturbance of such area until notice to the Commissioner, and, if deemed necessary by the Commissioner, inspection and clearance by proper authorities.

10.012 Affidavit of Completion. Upon the completion of construction of any right-of-way, the applicant shall promptly file with the Commissioner an affidavit of completion. Failure to file such affidavit in accordance with this section shall subject the right-of-way to cancellation in accordance with the provisions of these rules.

10.013 Conflict of Use. When a right-of-way is granted to a party for a specific purpose, the right-of-way shall not be used for other purposes or by other parties without the consent of the Commissioner. The Commissioner does reserve the right to grant rights-of-way to third parties that will cross over or parallel the existing right-of-way, provided, however, that the Commissioner shall not approve such subsequent rights-of-way if in his determination such co-use presents a safety hazard or otherwise adversely affects the existing facility. In such cases the Commissioner will require the subsequent grantee to post a bond to insure payment of damages, if any, which are done to the prior grantee's improvements and installations unless the prior grantee waives same.

10.014 Amendments. Any holder of an existing right-of-way desiring to change the use or to widen his right-of-way shall make application following the same procedure as is used in making an application for a new, right-of-way.

10.015 Assignment - Relinquishment. A right-of-way may, with the prior written approval of the Commissioner upon such terms and conditions as he may prescribe and payment of a thirty dollar (\$30.00) fee, be assigned to third parties or relinquished to the State. The Commissioner may waive the relinquishment fee when the relinquishment is for his accommodation.

10.016 Renewal of Right-of-Way Grants. Prior to the expiration date of any right-of-way heretofore or hereafter granted for a limited term of years, an application may be submitted for a renewal of the grant. If the renewal involves no change in the location or status of the original right-of-way grant, the applicant may file with his application a certificate under oath setting out this fact, and the Commissioner may thereupon extend the grant for an additional term upon payment of such consideration as the Commissioner determines, provided, however, that in no case shall such consideration be more than the fair market value of the interest granted or the value of the land as determined by its highest and best use, whichever is greater.

10.017 Termination or Cancellation of Right-of-Way Grants.

A. Any right-of-way granted by the Commissioner across state land may be terminated in whole or in part for failure to comply with any term or condition of the right-of-way grant or applicable laws or regulations. Upon determination by the Commissioner that a right-of-way is subject to termination pursuant to the terms of the grant or applicable laws or regulations, the Commissioner shall issue an appropriate instrument terminating the right-of-way.

B. Non-use of the right-of-way for a period in excess of one (1) year shall automatically terminate the grant. In such event, written notice from the Commissioner is not required.

10.018 Reclamation and Restoration. Any person who enters upon state land for purposes of survey or construction of a right-of-way shall take all steps necessary to preserve and protect the natural environmental conditions of the land, including reclamation of disturbed areas by leveling or terracing, and revegetation. Revegetation shall include the establishment of suitable grasses and forbs. The grantee of any right-of-way shall consult with the Commissioner's designee regarding reclamation prior to undertaking same, and shall abide by all directives of such designee.

10.019 Rights-of-Way and Easements Over Purchase Contract Lands. The Commissioner may, on the basis of the state's legal title to purchase contract lands, approve and record rights-of-way and easements that will cross or cover purchase contract lands upon the following terms and conditions:

A. Submission of an application by the right-of-way or easement applicant on the form prescribed by the Commissioner accompanied by an original or certified copy of the right-of-way or easement executed between the applicant and the purchase contract holder.

B. Payment of an administrative fee for the approval and recording of the right-of-way or easement. The fee shall be set at a minimum of \$200.00 for the first section of purchase contract lands crossed or covered by the right-of-way or easement, and an additional \$50.00 for every section or any part thereof crossed or covered.

NOV 15 11:20

C. Submission of a legal description of the property to be crossed or covered together with a plat as provided for under Rule 10.010.

The Commissioner shall reject any application and initiate necessary legal proceedings to prevent the construction of any right-of-way or use of any easement that will seriously diminish and impair the state's legal title.



# NEW MEXICO STATE LAND OFFICE

## APPLICATION FOR RIGHT-OF-WAY EASEMENT

(Highways, Roads, Telephone and Telegraph,  
Pipelines, Saltwater Disposal, etc.)

Commissioner of Public Lands  
State Land Office  
P.O. Box 1148  
Santa Fe, New Mexico 87504-1148

Dear Commissioner:

\_\_\_\_\_ of  
(Name of Applicant)

\_\_\_\_\_  
(Address)

hereby applies for a right-of-way easement for construction and location of a \_\_\_\_\_

\_\_\_\_\_  
(type of line or facility, for pipeline give o.d.)

It is requested that the right-of-way be \_\_\_\_\_ feet wide, as indicated on the attached two copies of survey maps or plats, which show in red, except for saltwater disposal applications, the survey centerline and the length of the right-of-way measured in rods. Also, enclosed is the legal description of the proposed right-of-way allocated by 40 acre tracts and a computation of the number of acres included in the proposed right-of-way.

If the right-of-way is desired for a period other than thirty-five years, state the duration for which the grant is sought and, if over thirty-five years, the reason why the longer period is necessary:

One of the following is enclosed to cover payment for any damages that might accrue to the state land or improvements of a surface lessee:

A bond in the amount of \$500 for a single right-of-way.

A blanket bond in a minimum amount of \$2,500 is already on file with the State Land Office.

Applicant desires to have bond waived by consent of the Commissioner of Public Lands. A waiver of property damage bond by the current surface lessee is enclosed.

Enclosed is a check in the amount of \$\_\_\_\_\_ for \_\_\_\_\_ (acres) (rods)  
at \$\_\_\_\_\_ per (acre) (rod), plus \$30.00 application fee and \$60.00 appraisalment fee.

The approximate dates for construction of facilities on the right of way are from \_\_\_\_\_  
to \_\_\_\_\_.

Applicant covenants and agrees to abide by all laws and regulations of the Land Office and to hold harmless, indemnify, and defend the Commissioner, his agents and lessees, in their official and individual capacities of and from any and all liability, claims, losses, or damages arising out of or alleged to arise out of or indirectly connected with operations under any grant made by the Commissioner.

Applicant

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Acknowledgements on Reverse Side)

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

)  
) ss.  
)  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_\_, by \_\_\_\_\_,

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

ACKNOWLEDGEMENT FOR CORPORATIONS

STATE OF NEW MEXICO

)  
) ss.  
)  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

19\_\_\_\_\_, by \_\_\_\_\_ (Name of Officer)

\_\_\_\_\_ a \_\_\_\_\_ (Name of Corporation Acknowledging) \_\_\_\_\_ (State of Incorporation)

corporation, on behalf of said corporation.

My Commission expires:

\_\_\_\_\_  
NOTARY PUBLIC



# NEW MEXICO STATE LAND OFFICE

## DAMAGE BOND

### RIGHT OF WAY OR WATER LEASE

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as principal,  
and \_\_\_\_\_, of \_\_\_\_\_

\_\_\_\_\_, a corporation organized,  
existing and doing business under and by virtue of the laws of the  
State of New Mexico, as Surety, are held and firmly bound unto the State  
of New Mexico, for the use and benefits of interested holder of prior  
surface leases, licenses, rights of way and easements, in the total sum  
of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars,  
for the payment of which, well and truly to be made, we bind ourselves,  
our heirs, successors and assigns, and each and every one of them and us  
jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_\_.

The conditions of the foregoing obligation are such that:

WHEREAS, the said principal has heretofore or may hereafter enter  
into water leases or right of way agreements with the State of New Mexico  
of various dates and periods of duration, covering the land described in  
such leases or rights of way; and

WHEREAS, all or part of said lands is embraced in a grazing lease,  
business lease, or other surface lease, or is embraced in a right of way,  
easement or license granting the holders thereof the right to go upon or  
cross over the surface of said land, or to construct improvements thereon,  
as shown by the official records of the State Land Office of the State of  
New Mexico.

NOW, THEREFORE, if said principal in all respects shall make good and  
sufficient recompense, satisfaction and/or payment unto the holder or his  
successors in interest of any said prior surface lease, license, or other  
holder of prior surface rights, for all damages to the livestock, water,  
crops, buildings, fences, pipe lines, power lines, or other tangible im-  
provements on such lands as may be suffered by such prior holder or his  
successors in interest by reason of operations under said lease or right  
of way or for such damages as a court of competent jurisdiction may determine  
and fix in any action brought on this bond, then this obligation shall be  
null and void; otherwise to remain in full force and effect.

It is expressly understood and provided that said surface lessee and/or  
holder and owner of any prior surface right as designated herein, are hereby  
made obligees hereunder the same as if their names were written herein as  
such, and they, or each of them, may proceed or sue hereon, and it is further  
expressly understood and provided that the aggregate liability of the Surety  
for any claim or claims hereunder shall in no event exceed the specified total  
sum of this obligation.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

COUNTERSIGNED BY:

Resident Agent of Surety

\_\_\_\_\_, New Mexico

STATE OF NEW MEXICO

)  
) ss.  
)

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before

me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his 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

STATE OF \_\_\_\_\_

)  
) ss.  
)

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before

we appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is

of

and that the seal affixed to said instrument is the corporate seal of \_\_\_\_\_ said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and the said

acknowledged said instrument to be the free act and deed of said corporation.

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



# NEW MEXICO STATE LAND OFFICE

## CONSENT TO RIGHT-OF-WAY AND WAIVER OF PROPERTY DAMAGE BOND

FOR AND IN CONSIDERATION OF \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_) TO (ME,US) IN HAND PAID, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED

BY \_\_\_\_\_

\_\_\_\_\_, LESSEE,

ON THE FOLLOWING DESCRIBED STATE LAND IN \_\_\_\_\_ COUNTY, STATE OF

\_\_\_\_\_, UNDER GRAZING LEASE NO. \_\_\_\_\_,

\_\_\_\_\_ SUBDIVISION \_\_\_\_\_ SEC. \_\_\_\_\_ TWP. \_\_\_\_\_ RGE. \_\_\_\_\_

DOES HEREBY WAIVE FILING OF PROPERTY DAMAGE BOND PRESCRIBED BY THE RULES AND REGULATIONS OF THE STATE LAND OFFICE AND CONSENTS TO THE EXERCISE BY \_\_\_\_\_

\_\_\_\_\_, ITS SUCCESSORS AND ASSIGNS, OF ALL RIGHTS (APPLICANT)

GRANTED TO IT BY A CERTAIN RIGHT-OF-WAY AGREEMENT HERETOFORE OR HEREAFTER TO BE

EXECUTED BETWEEN \_\_\_\_\_, AND THE COMMISSIONER OF (APPLICANT)

PUBLIC LANDS OF THE STATE OF NEW MEXICO, WITH THE UNDERSTANDING THAT THE DAMAGES,

IF ANY ACCRUING FROM THE EXERCISE OF THE RIGHTS THEREIN GRANTED, TO ANY CROPS OR

OTHER PROPERTY OF SAID \_\_\_\_\_

(GRAZING LESSEE) SHALL BE PAID TO SAID GRAZING LESSEE.

DATED \_\_\_\_\_, 19 \_\_\_\_\_.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

LESSEE

\_\_\_\_\_

ADDRESS

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDRESS

BY \_\_\_\_\_

RIGHT-OF-WAY APPLICANT



# NEW MEXICO STATE LAND OFFICE

DAMAGE BOND  
( SINGLE INSTRUMENT BOND )  
RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as principal, and \_\_\_\_\_, of \_\_\_\_\_,

a corporation organized, existing and doing business under and by virtue of the law of the State of New Mexico, as Surety, are held and firmly bound unto the State of New Mexico, for the use and benefits of interested holder of state purchase contracts, deeds or patents, to state lands or surface leases, licenses, rights of way and easements, in the total sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars, for the payment of which, well and truly to be made, we bind ourselves, our heirs, successors and assigns, and each and every one of them and us jointly and severally, firmly by these presents.

Signed with our hands and sealed with our seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

The conditions of the foregoing obligation are such that:

Whereas, the said Principal has entered into a right of way agreement with the State of New Mexico, through its Commissioner of Public Lands, said lease being designated in the office of the Commissioner of Public Lands as \_\_\_\_\_, the original of which is in the files of the State Land Office; and

Whereas, all or part of said lands is embraced in a grazing lease, business lease, or other surface lease, or is embraced in a right of way easement, or license granting the holders thereof the right to go upon or cross over the surface of said land, or to construct improvements thereon, as shown by the official records of the State Land Office of the State of New Mexico.

NOW, THEREFORE, if said principal in all respects shall make good and sufficient recompense, satisfaction and/or payment unto the holder or his successors in interest of any said prior surface lease, license, of other holder of prior surface rights, for all damages to the livestock, water, crops, buildings, fences, pipelines, power lines, or other tangible improvements on such lands as may be suffered by such prior holder or his successors in interest by reason of operations under said lease or right of way or for such damages as a court of competent jurisdiction may determine and fix in any action brought on this bond, then this obligation shall be null and void; otherwise to remain in full force and effect.

It is expressly understood and provided that said surface lessee and/or holder and owner of any prior surface right as designated herein, are hereby made obligees hereunder the same as if their names were written herein as such, and they, or each of them, may proceed or sue hereon, and it is further expressly understood and provided that the aggregated liability of the Surety for any claim or claims hereunder shall in no event exceed the specified total sum of this obligation.

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

COUNTERSIGNED BY:

RESIDENT AGENT OF SURETY

\_\_\_\_\_, New Mexico

STATE OF NEW MEXICO

)

COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_

day of \_\_\_\_\_

19 \_\_\_\_\_, be-

fore me personally appeared \_\_\_\_\_

to me known to be the person described in and who executed the foregoing instrument and acknowledged that he

executed the same as his 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

STATE OF \_\_\_\_\_

)

ss.

COUNTY OF \_\_\_\_\_

)

On this \_\_\_\_\_

day of \_\_\_\_\_

19 \_\_\_\_\_, be-

fore me appeared \_\_\_\_\_

to me personally known who, being by me duly sworn, did say that he is \_\_\_\_\_

of \_\_\_\_\_ and that the seal affixed to said instrument is \_\_\_\_\_

the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corpora-

tion by authority of its board of directors and the said \_\_\_\_\_

acknowledged said instrument to be the free act and deed of said corporation.

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