

NEW MEXICO STATE LAND OFFICE WATER RIGHTS AGREEMENT

WATER RIGHTS AGREEMENT NO. _____

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____, by and between the State of New Mexico, acting by and through the Commissioner of Public Lands, hereinafter called the “Commissioner”, and _____ of _____, hereinafter called “Grantee.”

WHEREAS, Grantee has made application to the Commissioner for the right to enter upon state trust lands described in Paragraph 1 below (hereinafter “subject lands”), for the discovery, appropriation, and diversion of groundwater to be put to beneficial use; and

WHEREAS, the Commissioner, in his fiduciary role as trustee of the subject lands, has the duty to act exclusively for the interest of the trust established pursuant to the New Mexico Enabling Act, Act of June 20, 1910, 36 Stat. 557, Ch. 310 (the trust); and

WHEREAS, any water right or rights created by Grantee’s beneficial use of water discovered, appropriated, and diverted from subject lands should vest in the Commissioner in trust; and

WHEREAS, Grantee agrees that any water right or rights created by Grantee’s beneficial use of water discovered, appropriated and diverted from subject lands shall vest in the Commissioner in trust.

NOW THEREFORE, in consideration of the mutual covenants made herein, the Commissioner and Grantee agree as follows:

1. The description of the subject state trust lands for discovering and located water for development is:

<u>TOWNSHIP/RANGE</u>	<u>SECTION/SUBDIVISION</u>	<u>ACRES</u>
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2. Any water rights created at any time by the beneficial use of the water by Grantee appropriated from the subject lands shall vest from the date of initiation of activities to appropriate water in the Commissioner of Public Lands, State of New Mexico, on behalf of the trust. The date of initiation is understood to be the first affirmative step taken to explore for or develop water rights or, in the case of a declared underground water basin, it is understood to be the date of filing an application for a permit to appropriate water. Grantee shall file all necessary documents with the State Engineer to perfect said rights in the name of the Commissioner of Public Lands. The date of initiation shall be utilized by Grantee in all filings with the State Engineer, which may have the effect of establishing a water priority date. Grantee shall be responsible for the protection of the water rights perfected under this and any subsequent agreements arising herefrom.

3. The parties agree that the intention of this agreement, and of subsequent agreements arising herefrom, is for the exploration for, development of and appropriation to beneficial use of approximately _____ acre feet of water of a fresh nature (approximately _____ to _____ mg. Dissolved solids/liter) for the purpose(s) of _____ as the following location(s):

<u>TOWNSHIP/RANGE</u>	<u>SECTION/SUBDIVISION</u>	<u>ACRES</u>
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Any substantial deviation in water quantity, water quality, place of use, or purpose of use from that stated herein shall constitute grounds by the Commissioner to amend, modify, renegotiate, cancel or otherwise change this agreement.

4. Upon the location and identification by Grantee of well sites for appropriation and development of water, and upon the timely filing of a water development application, the Commissioner will, in his discretion, issue to Grantee a Water Development Easement for well site location(s) for the purpose of appropriating and developing water for beneficial use.

5. The consideration paid by Grantee to the Commissioner for the granting of the use of water from the sites identified by the Water Development Easement shall be the \$ _____ per well annual fee referred to in Paragraph 4 above.

6. The terms of this agreement are binding upon the successors in interest, heirs, devisees, agents and assigns of the Commissioner and Grantee.

Witness the hands and seal of the parties hereto the day and year first written above.

GRANTEE

By: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 20____.

My Commission Expires: _____

NOTARY PUBLIC

COMMISSIONER OF PUBLIC LANDS