NEW MEXICO DEPARTMENT OF GAME AND FISH 1 Wildlife Way SANTA FE, NEW MEXICO 87507

AGREEMENT FOR UNITIZATION OF STATE LEASED, BLM LEASED, AND PRIVATELY OWNED OR LEASED LANDS FOR CAREY WELL RANCH

It is the desire of the New Mexico Department of Game and Fish ("Department") to optimize hunting and fishing opportunities consistent with good management. The following Agreement for Unitization of State Leased, BLM Leased, and Privately Held Land ("Agreement") is between, as applicable, the authorized Private land occupant, Bureau of Land Management ("BLM"), NM State Land Office ("State Land") and Department, as indicated by the signatories hereto for the purpose of setting aside a contiguous block of land open to hunting and/or fishing and minimizing interference to the grazing lessee or holders of other rights. Only a party with land affected by this Agreement shall be required to be a signatory hereto.

The following land shall be deemed **OPEN** for **public** hunting and fishing, unless otherwise provided:

Legal description:

New Mexico Principal Meridian, New Mexico

- T. 3 S., R. 9 E., sec. 24, E1/2; sec. 25, SE1/4SW1/4; sec. 36, N1/2NE1/4, NE1/4NW1/4.
 T. 3 S., R. 10 E., sec. 29, S1/2; sec. 30, E1/2; sec. 31.
 T. 4 S., R 10 E.,
 - sec. 4.

Total number of acres: 2,525.84

In exchange for the privilege of <u>CLOSING</u>, to hunting and fishing, unless otherwise provided, BLM leased and/or State Land described as follows: (state and BLM land closed is mostly landlocked and legally inaccessible)

Private_____; State Lands <u>2,142.57</u>; BLM _____; Other_____.

Legal description:

New Mexico Principal Meridian, New Mexico
T. 1 S., R. 8 E., sec. 25, SE1/4; sec. 36.
T. 1 S., R. 9 E., sec. 29, E1/2SE1/4; sec. 31, lots 3 and 4, E1/2W1/2.
T. 2 S., R 8 E., sec. 2, lots 1, 2, 3, and 4, S1/2N1/2, S1/2.
T. 2 S., R. 9 E., sec. 6, lot 5.
T. 2 S., R. 10 E., sec. 18, lots 1, 2, and 3, SE1/4NW1/4, E1/2SW1/4, NW1/4SE1/4, S1/2SE1/4. Total number of acres: 2,142.57

It is mutually understood that the Department and the lessee of BLM, and/or State Land or his, her, or their representatives or assigns, will furnish information regarding the tract of land (both leased and privately held) open to hunting and fishing upon request. Also, the Department may place signs, in conspicuous places, by which licensed hunters and anglers will be notified that the BLM and State Land, as applicable, have been **UNITIZED** and an area has been set aside for hunting and fishing purposes, as applicable.

Under this Agreement, it is understood that State Land for which the **UNITIZED** area is substituted shall not be subject to the terms of the Department Easement with State Land and is subject to posting. Enforcement of trespass upon BLM and/or State Land for which the **UNITIZED** area is substituted shall not be the responsibility of the Department.

It is further understood that the private land involved in this Agreement shall be treated as if it were public land and shall be subject to all relevant rules and regulations governing hunting and fishing on State Land and, when applicable, BLM lands.

This Agreement shall be effective on the last to occur of the date of last signature by the Commissioner of Public Lands, Private land occupant, or the Department Director, and once the Department has received a letter of support of this Agreement from the local BLM Field Office, and shall expire March 31 of the following year.

Special provisions or restrictions: Open for Pronghorn Only. No off road retrieval of taken game.

Ranch Name: <u>Carey Well Ranch</u>
Ranch Owner: Wendell Wells and Jimmie Wells Revocable Trust Foreman/Representative: Wendell Wells
Address: P.O. Box 21
City, State, Zip Code: <u>Claunch, NM 87011</u>
Phone Number: <u>575-512-7090</u>
Email Address: wbarj@powerc.net

Phone Number: 575-512-7090

Email Address: HYPERLINK "mailio: wbai@powerc.net" wban@powerc.net

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

Privately land occupant: Name: <u>Wendell Welle</u> Date: <u>1-5-2025</u> Signature: <u>Wendell Bille</u>

New Mexico State Land Office:

By Commissioner of Public Lands
Signature: _____ Date: _____

New Mexico Department of Game & Fish

By Michael Sloane, Director

Signature: _____ Date: _____