

RESOLUTION NO. 116 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

A Resolution Granting a Revocable Land Use Permit to Jacob Wigman, dba, Double J Pipeline Services, LLC, for Temporary Grazing of the Nation's Pinedale Property

WHEREAS: The Yavapai-Apache Tribal Council ("Council") is authorized to represent the Yavapai-Apache Nation ("Nation") and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation ("Constitution") as provided under Article V(a) of the Constitution; and

WHEREAS: The Council is authorized to regulate the use and disposition of all land within the jurisdiction of the Tribe and to veto the disposition, lease or encumbrance of tribal lands made without the consent of the Tribe; as provided by Article V (e) and (f), respectively, of the Constitution; and

WHEREAS: The Manager of the Nation's Agricultural Resources Department ("Manager") has recommended that the Tribal Council grant a Revocable Land Use Permit to Jacob Wigman, dba Double J Pipeline Services, LLC. ("Wigman"), under which Wigman will graze cattle within the Nation's lands at Pinedale Arizona in accordance with the terms and conditions of the "Revocable Land Use Permit – Grazing," attached to this Resolution as **Exhibit A**; and

WHEREAS: The Council has considered the Manager's request and has determined that granting a "Revocable Land Use Permit – Grazing," to Jacob Wigman, dba Double J Pipeline Services, LLC., is in the Nation's best interests.

NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Nation Tribal Council, in Council assembled, at which a quorum is present, hereby grants a "Revocable Land Use Permit – Grazing," to Jacob Wigman, dba Double J Pipeline Services, LLC., in accordance with the terms and conditions of the "Revocable Land Use Permit – Grazing," attached to this Resolution as **Exhibit A**.

BE IT FINALLY RESOLVED that the Chairman, and Vice-Chairwoman, or either of them, are hereby authorized to sign the attached Revocable Land Use Permit - Grazing on behalf of the Nation and to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on July 7 2022, by a vote of 77 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Jon Huey, Chairman

ATTEST:

Karla Reimer
Karla Reimer, Council Secretary

Approved as to Form:


Office of the Attorney General

EXHIBIT A

Revocable Land Use Permit – Grazing
Yavapai-Apache Nation Pinedale Property

Jacob Wigman
Dba Double J Pipeline Services, LLC

July 7, 2022

**YAVAPAI-APACHE NATION
2400 Datsi Street
Camp Verde, Arizona 86322**

REVOCABLE LAND USE PERMIT – GRAZING

Land Use Permit No. 028

The Yavapai-Apache Nation (“Nation”), a federally recognized Indian Tribe whose principal place of business is 2400 Datsi Street Camp Verde, Arizona 86322, hereby authorizes and permits **Jacob Wigman, dba Double J Pipeline Services, LLC**, whose physical address is 1129 Pearce Rd., Show Low, Arizona 85901, to use certain lands of the Nation as described herein, for the purposes and according to the Terms and Conditions set out in this Revocable Land Use Permit (“Land Use Permit” or “Permit”). **This Permit is issued this 7th day of July 2022.**

RECITALS:

The Nation, acting through the Tribal Council is authorized to regulate the use and disposition of all land within the jurisdiction of the Nation and to veto the disposition, lease or encumbrance of tribal lands made without the consent of the Nation; as provided by Article V (e) and (f), respectively, of the Nation’s Constitution.

The Manager of the Nation’s Agricultural Resources Department has recommended that the Tribal Council issue a Revocable Land Use Permit to Jacob Wigman under which he will graze cattle within the Nation’s lands at Pinedale Arizona.

The Tribal Council is willing to issue the requested Permit in accordance with the Terms and Conditions stated in this Revocable Land Use Permit.

This Permit is issued subject to the following Terms and Conditions:

1. PERMITTEE INFORMATION

- (a) PERMITTEE Name: Jacob Wigman, dba Double J Pipeline Services, LLC.**
- (b) Physical Address: 1129 Pearce Rd., Show Low Arizona 85901**
- (c) Mailing Address: same as physical address**
- (d) Phone Number: 928-853-1407**
- (e) Email: jakewigman@gmail.com**

2. LOCATION OF PERMITTED LAND:

The Nation hereby grants this Revocable Land Use Permit to PERMITTEE(s) and authorizes PERMITTEE to enter upon, occupy and use that certain parcel of land and all improvements thereon, if any, described as follows:

The approximately 198 acres comprising the Nation’s fee-owned land at Pinedale, Arizona, also known as Tax Parcel No. 205-22-001A in the records of Navajo

County, Arizona. All of said land as described immediately above shall hereinafter be referred to as the "Premises" in this Permit.

3. PURPOSE OF PERMIT:

This Permit grants PERMITTEE a revocable permission to the exclusive use and occupancy of the Premises for the following limited use(s):

- (a) Grazing twenty (20) yearling cattle ("Cattle"); and
- (b) Maintain the Premises as provided herein.

4. TERM AND PERMIT FEE:

The Term of this Permit shall be effective from its effective date through to its termination date. This Permit shall be effective beginning July 7, 2022 ("Effective Date") and shall end on October 31, 2022 ("Termination Date") and shall otherwise terminate upon the occurrence of either of the following events, whichever occurs first: (a) upon the Termination Date; or (b) the date that the Nation revokes and terminates the Permit. If requested by PERMITTEE, the Term may be extended by the Nation through November 30, 2022, if the Nation determines within one week of the Termination date that sufficient forage exist within the Premises to sustain grazing through November 30, 2022. This Permit is renewable on an annual basis upon written application by PERMITTEE, subject to modification of such terms and conditions as determined by the Tribal Council.

This Permit is subject to a monthly Permit Fee of Ten Dollars (\$10.00) per head of cattle per month, *which fee is hereby waived, subject to PERMITTEE providing the following in-kind work:*

- (a) Repair and maintain the barbed-wire fence throughout the entire Premises;
- (b) Remove the dead and down trees that have damages the fencing;
- (c) Repair the North Gate and install locks on all gates;
- (d) Remove the unauthorized gate located along the west fence line and repair the fence;
- (e) Post no-trespassing signs at both the North and South gates of the Premises and shall keep open-range cattle off the Premises. PERMITTEE shall notify the Nation and Local law enforcement authorities of any trespass occurring on the Premises. While PERMITTEE may advise unauthorized persons that they are trespassing, PERMITTEE shall not take any action to remove trespassers, but shall leave such removal to local law enforcement authorities.
- (f) Provide general caretaking of the Premises; and
- (g) The PERMITTEE agrees and the Nation acknowledges that PERMITTEE will be responsible to pay the cost of all fencing material, gates repairs and locks installed on the gates.

5. GENERAL PERMIT CONDITIONS:

The following General Conditions apply to this Permit and are called to the attention of PERMITTEE:

- (a) **Failure to Use Permit.** PERMITTEE shall commence and continue active use of the Premises within a reasonable time after issuance of this Permit. Failure to utilize the Premises within a reasonable time after issuance of the Permit shall be cause to terminate the Permit.
- (b) **Not a Lease.** This Permit is a temporary revocable authorization for the use of land of the Nation and does not confer any ownership or other property rights. **THIS PERMIT DOES NOT CONSTITUTE A LEASE AGREEMENT.**
- (c) **Permit Not Transferrable.** Any use rights and privileges granted under this Permit are granted only to the PERMITTEE, are non-transferable and automatically revert in their entirety to the NATION upon termination of this Permit.
- (d) **Water and Supplemental Feeding.** PERMITTEE is responsible to ensure adequate water and supplemental feed is available to the cattle within the Premises. PERMITTEE must provide a source of water within the Premises that is always available to the cattle. PERMITTEE is authorized to place two water troughs near the south gated entrance to the Premises (near Pinedale Road) into which for delivery of water to the cattle at least three (3) times per week throughout the Term. PERMITTEE is also authorized to provide supplemental feed in the form of hay and/or grain at the south gated entrance to the property and along the dirt road that bisects the Premises.
- (e) **Loading and Unloading of Cattle.** PERMITTEE is authorized to load/unload the Cattle within the south gated entrance to the Premises and to set up a temporary handling corral for such purpose.
- (f) **Violation of Permit Conditions.** Any use of the Premises by the PERMITTEE that is not consistent with the Purpose of the Permit or with any of the conditions of this Permit designated above (including any failure to provide the above-listed in-kind work), or the use of the Premises by any other person or persons without the express written authorization of the NATION shall be cause for immediate termination of this Permit.
- (g) **Monitoring by Nation.** The Nation shall monitor PERMITTEES use of the Premises under these General Permit Conditions of this Permit to determine PERMITTEE's compliance. If the Nation determines at any time during the Term that sufficient forage does not exist to support the total number of Cattle permitted, the Nation may cause Permittee to reduce the number of cattle grazed or terminate the Permit in its entirety.

7. MODIFICATIONS:

No waiver, alteration, or modification of any of the provisions of this Permit shall be binding unless in writing and signed by a duly authorized representative of NATION and PERMITTEE.

8. TERMINATION:

The NATION may revoke and terminate this Permit at any time in its complete discretion.

9. UNLAWFUL CONDUCT:

PERMITTEE (S) AGREE THAT IT WILL NOT USE OR PERMIT TO BE USED BY ANY PERSON ANY PART OF the Premises for any unlawful conduct or purpose as defined under the laws of the United States and/or the State of Arizona.

10. INSPECTION:

The NATION or its authorized representatives shall have the right at any reasonable times during the term of this Permit to enter upon the Premises, or any part thereof, to inspect the property and other improvements erected and placed thereon in accordance with the requirements of this Permit or any other applicable regulations, laws, codes, or ordinances.

11. NATION'S LAWS CONTROL:

The Terms and Conditions of this Permit are in addition to and not a substitute for the Laws of the Nation and said laws shall in all respects apply in addition to the Terms and Conditions stated herein. The Terms and Conditions of this Permit shall be deemed to include all provisions of the Nation's Laws and said law is incorporated into this Permit by this reference.

12. OWNERSHIP OF CATTLE:

By accepting this Permit and signing below, the PERMITTEE acknowledges and represents that the Cattle identified above in this Permit are owned by the PERMITTEE as required by this Permit and all such Cattle bear PERMITTEE's authorized brand and are vaccinated and carry ear-tags.

13. INDEMNITY AND INSURANCE:

By accepting this Permit, the PERMITTEE agrees to indemnify and defend the Nation, its officials, agents, and employees, from and against all liability, legal action, costs, damages, property damage, personal injury or death or expense that may ensue or arise out of or because of PERMITTEE having cattle on the Nation's lands. PERMITTEE also assumes all risks and loss for whatever reason to PERMITTEE, PERMITTEE'S cattle, or equipment concerning PERMITTEE'S cattle, equipment, or PERMITTEE being upon the Nation's lands, and PERMITTEE releases and waives any claims or rights against the Nation, its officers, agents, or employees arising from any reason whatsoever.

PERMITTEE shall maintain the following insurance coverage throughout the Term of this Permit **Commercial General (a) Liability (CGL)** with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage; and (b) **Automobile Liability** with limits no less than \$500,000.00 (combined single limit) per accident for bodily injury and property damage, including uninsured/underinsured liability.

All such policies of insurance shall name the Yavapai-Apache Nation as an additional insured. Each insurance policy required by this Section 13 shall provide that coverage shall not be canceled, except with 30-days' written notice to the Nation. A copy of said policies shall be provided to the Nation's Attorney General.

14. PERMITTEES REPRESENTATIONS AND ASSURANCES:

By signing this Permit the PERMITTEE hereby makes the following representations and assurances:

- (a) The PERMITTEE will abide by all the terms and conditions of this Permit.
- (b) The PERMITTEE will follow all laws of the Yavapai-Apache Nation, the United States, and the State of Arizona in exercising the rights and privileges granted under this Permit.
- (c) By signing this Permit below PERMITTEE accepts and agrees to each Provision, Term and Condition of this Permit.

15. SOVEREIGN IMMUNITY:

Nothing in this Permit shall be construed as waiving the Nation's sovereign Immunity from unconsented lawsuits for any reason.

PERMIT ISSUED BY THE NATION AT ITS MIDDLE VERDE RESERVATION AS FOLLOWS:

YAVAPAI-APACHE NATION

By: 
Jon Huey, Chairman

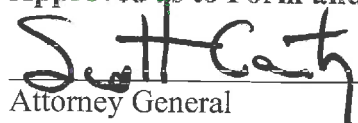
Date: 7/7/22

PERMITEE

By: _____
Jacob Wigman, dba Double J Pipeline Services, LLC.

Date: _____

Approved as to Form and Content:


Attorney General
Yavapai-Apache Nation

Date: 7-7-22