

LEGISLATIVE SUMMARY SHEET

Tracking No. 0067-14

DATE: February 25, 2016

TITLE OF RESOLUTION: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE MUTUAL TERMINATION OF BUSINESS SITE SUBLEASE NO. CH-99-112A BETWEEN THE NAVAJO NATION AND SUBLESSEE GIANT FOUR CORNERS, INC. INVOLVING A SUBLEASE IN MANY FARMS, ARIZONA

PURPOSE: The purpose of the resolution is to approve a mutual termination of Business Site Sublease No. CH-99-112A of the Giant Store in Many Farms, Arizona. The Giant Store operation has ceased.

This written summary does not address recommended amendments as may be provided by the standing committees. The Office of Legislative Counsel requests each Council Delegate to review each proposed resolution in detail.

5-DAY BILL HOLD PERIOD: None

Website Posting Time/Date: 10:21pm 3/21/16

Posting End Date: 3/21/2016

Eligible for Action: 3/8/2016

PROPOSED STANDING COMMITTEE RESOLUTION
23rd NAVAJO NATION COUNCIL – Second Year, 2016

INTRODUCED BY



(Prime Sponsor)

TRACKING NO. 00167-16

AN ACTION

RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE MUTUAL
TERMINATION OF BUSINESS SITE SUBLEASE NO. CH-99-112A BETWEEN THE
NAVAJO NATION AND SUBLESSEE GIANT FOUR CORNERS, INC. INVOLVING
A SUBLEASE IN MANY FARMS, ARIZONA

BE IT ENACTED:

Section One. Findings

- A. The Resources Committee is established as a standing committee of the Navajo Nation Council. 2 N.N.C. §500(A).
- B. The Resources Committee of the Navajo Nation Council is empowered to grant final approval for non-mineral leases. 2 N.N.C. §501(B)(2).
- C. In a letter dated, January 13, 2016, **Exhibit B**, Roger K. Burton, of Giant Four Corners, Inc., submitted a formal request for mutual termination of the CH-99-112A Sublease of the Giant Store in Many Farms, Arizona.
- D. The Executive Summary of the Regional Business Development Office (RBDO), **Exhibit C**, states that the Navajo Nation and Sublessee, Giant Four Corners, Inc., agree to mutually terminate the Bureau of Indian Affairs Sublease No. CH-99-112A because the operation at this location has ceased.
- E. Also attached are **Exhibit A**, Mutual Termination of Business Site Sublease CH-99-112A; **Exhibit D**, Copy of Assignment and Assumption of Sublease No. CH-99-112A; **Exhibit E**, Certificate of Good Standing from the Business Regulatory

1 Department of the Division of Economic Development; and, **Exhibit F**,
2 Procurement Clearance documents.

3
4 Section Two. Approval

5 A. The Navajo Nation hereby approves the Mutual Termination of Business Site
6 Sublease CH-99-112A, as set forth in **Exhibit A**.

7 B. The Navajo Nation hereby authorizes the President of the Navajo Nation to
8 execute this Mutual Termination of Business Site Sublease CH-99-112A and all
9 other documents necessary to effectuate the intent of this resolution.
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MUTUAL TERMINATION
SUBLEASE NO. CH-99-112A



Lease Number CH-99-112A, entered into between the NAVAJO NATION, LESSOR, and Giant Four Corners, Inc., Sublessee on March 7, 2005, and approved by the Bureau of Indian Affairs on June 29, 2006 is hereby irrevocable terminated, cancelled and extinguished as of this 14th day of January, 2016.

1. The parties hereto hereby represent that the provisions of this Mutual Termination Agreement have been knowingly and voluntarily entered into and the Sublessee is currently not operating on this site and has no intention to pursue operation and has requested Mutual Termination of the Agreement.
2. Sublessee states that any and all permanent buildings and improvements on the lease property shall thereupon become the property of Lessor.
3. Sublessee further states that all gross receipts statements and rentals due the Lessor, the Navajo Nation, have been submitted and paid in full up to the date of termination of the Lease and that all utility and other outstanding charges or fees pertaining to the Lease operation have been paid in full.
4. Nothing contained herein shall release Sublessee of any obligation incurred under the provisions of Lease No. CH-99-112A prior to the date of termination set forth herein.

The termination of the Sublessee's leasehold interest is hereby accepted and approved on behalf of the Navajo Nation.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Termination Agreement, this 14th day of January, 2016.

 1-22-16
SUBLESSEE DATE

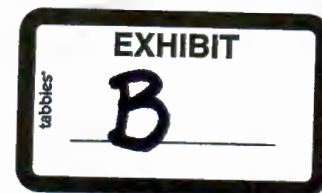
NAVAJO NATION, LESSOR

President of the Navajo Nation

DATE: _____

Date: _____
Approved Pursuant to 209 DM 8,
Secretary's Order No. 3150 as amended,
10 BIAM Bulletin 13, as amended, and
the addendum to 10 BIAM dated June 1,
1988.

By: _____
Superintendent, _____ Agency
BUREAU OF INDIAN AFFAIRS



January 13, 2016

Ms. Sally A. Yabeny
Shiprock RBDO
Division of Economic Development
PO Box 1864
Shiprock, NM 87420

RE: Mutual Termination Request for Navajo Nation Lease #CH-99-112A Giant Store #603 in Many Farms, Arizona

Dear Ms. Yabeny:

Please consider this Giant Four Corners' (GFC's) formal request for mutual termination of the above referenced sublease. GFC has demolished the building(s) and removed the resulting debris in accordance with Section IV.B. of the Global Settlement Agreement.

Thank you for your consideration of our request.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Roger K. Burton', with a long horizontal flourish extending to the right.

Roger K. Burton
Giant Four Corners, Inc.

CC: Anthony Perry, NNDED
Wava White, NNDED
Elaine Young, NNDED
Mariann Mattia, Western



EXECUTIVE SUMMARY
Giant Four Corners, Inc.
Mutual Termination – Sublease No. CH-99-112A

Based on the letter submitted by Sublessee, Giant Four Corners, Inc., the Navajo Nation hereby agreed to mutually terminate the Bureau of Indian Affairs Sublease No. CH-99-112A because the operation of this location has ceased.

The Assignment and Assumption of Sublease No. CH-99-112A was initiated between Navajo Convenient Stores Co., LLC, a New Mexico Limited Liability Company ("Assignor"), and Giant Four Corners, Inc., an Arizona Corporation ("Assignee") in 2004; approved by the Navajo Nation President on March 7, 2005; and approved by the Bureau of Indian Affairs on June 29, 2006, see supporting documents.

Regional Business Development Office is respectfully requesting approval of the Mutual Termination of Sublease No. CH-99-112A by the Resources Development Committee of the 23rd Navajo Nation Council and the Bureau of Indian Affairs.



**United States Department of the Interior
BUREAU OF INDIAN AFFAIRS**

Chinle Agency
Branch of Real Estate Services
P.O. Box 7H
Chinle, Arizona 86503



IN REPLY REFER TO:
Real Estate Services

JUN 29 2006

CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Mr. Mark Cox, CFO
Giant Four Corners, Inc.
23733 North Scottsdale Road
Scottsdale, Arizona 85255

Dear Mr. Cox:

Enclosed for your information and use is the approved assignment and assumption of Sublease CH-99-112A between Navajo Convenient Store Company, L.L.C., A New Mexico Limited Liability Company ("Assignor"), and Giant Four Corners, Inc., an Arizona Corporation ("Assignee"). Located within the exterior boundaries of the Navajo Indian Reservation and containing an aggregate of 1.02 acres, more or less, at Many Farms, Apache County, Arizona.

The sublease authorizes the sale of general merchandise, fast food items, gasoline and operation of a convenience store.

Please note all other concerned parties will be furnished a copy of the approved documents.

Sincerely,


Acting Regional Director

Enclosure(s)

ASSIGNMENT AND ASSUMPTION OF SUBLEASE CH-99-112A

THIS ASSIGNMENT is made and entered into this ____ day of _____, 2004, by and between Navajo Convenient Stores Co., L.L.C., a New Mexico Limited Liability Company ("Assignor"), and Giant Four Corners, Inc., an Arizona corporation ("Assignee").

RECITALS

A. Assignor is the Sublessee under that certain Sublease dated May 4, 1998 by and between Emmitt Bia, Sr. and Priscilla A. Bia, Sublessor, and Navajo Convenient Stores Co., L.L.C., Sublessee, known as Business Site Sublease CH-99-112A ("Sublease CH-99-112A").

B. Assignor wishes to assign to Assignee its interest in and to Sublease CH-99-112A, and Assignee wishes to assume Assignor's rights and obligations thereunder.

ASSIGNMENT

In consideration of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties agree as follows:

1. Assignor hereby assigns, sells, transfers and conveys to Assignee all of Assignor's right, title and interest in, to and under Sublease CH-99-112A. Assignor represents and warrants that Assignor is the holder of the Sublessee's interest under Sublease CH-99-112A.

I certify that this is a true and exact copy of the Original document on file with the Bureau of Indian Affairs, Navajo Region, Real Estate Services, Leases and Permits.

Bruce Spencer
Regional Realty Officer

2. Assignee hereby assumes and agrees to perform any and all obligations of Assignor under Sublease CH-99-112A arising on or after the date of this Assignment. Assignor shall remain liable and responsible for any and all obligations under Sublease CH-99-112A arising or applicable to any period before the effective date of this Assignment.


3. This Assignment shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

4. This Assignment may be executed by one or more of the parties hereto on any number of separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

ASSIGNOR:

Navajo Convenient Stores Co., L.L.C.
a New Mexico Limited Liability
Company

By: 
Its: EVP-RETAIL

ASSIGNEE:

Giant Four Corners, Inc., an Arizona Corporation

By: [Signature]
Its: ICF

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 14, 2004 by Robert C. Sprague as EVP-Retail of Navajo Convenient Stores Co., L.L.C., a New Mexico limited liability company.

[Signature: Kim Marie Pitt]
Notary Public

My commission expires:

4-23-07



STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

This instrument was acknowledged before me on June 1, 2004 by Mark B. Cox as CFO of Giant Four Corners, Inc., an Arizona corporation.

[Signature: Hilda U. Clegg]
Notary Public

My commission expires:

2-1-2008



APPROVAL OF ASSIGNMENT

The foregoing Assignment and Assumption of Sublease CH-99-112A is hereby approved:

Lessee/Sublessor

By: Emmitt Bia, Sr.
Emmitt Bia, Sr.

By: Priscilla A. Bia
Priscilla A. Bia

The Navajo Nation, Lessor

By: [Signature] MAR 07 2005
President, Navajo Nation

St. Paul Fire and Marine Insurance Company

By: [Signature]
Surety
David G. Jensen, Attorney-in-Fact

~~Secretary of the Interior~~

By: [Signature]
~~Area Director, Navajo Area~~
~~Bureau of Indian Affairs~~

APPROVED:

3230963_1.DOC

Pursuant to Secretarial Redefinition Order
209 DM 8, 230 DM 1 and 3 IAM 4.

By: [Signature]
Regional Director, Navajo
BUREAU OF INDIAN AFFAIRS

Date: JUN 29 2006

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 22843

Certificate No. 1534935

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (*herein collectively called the "Companies"*), and that the Companies do hereby make, constitute and appoint

Maryann Carafello, Michael C. Metzger, Thomas O. Wilder, Terry Crull, David G. Jensen and Brandy L. Baich

of the City of Phoenix, State Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and sealed this 21st day of February, 2003.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.



PETER W. CARMAN, Vice President

THOMAS E. HUIJBREGTSE, Assistant Secretary

State of Maryland
City of Baltimore

On this 21st day of February, 2003, before me, the undersigned officer, personally appeared Peter W. Carman and Thomas E. Huijbregtse, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

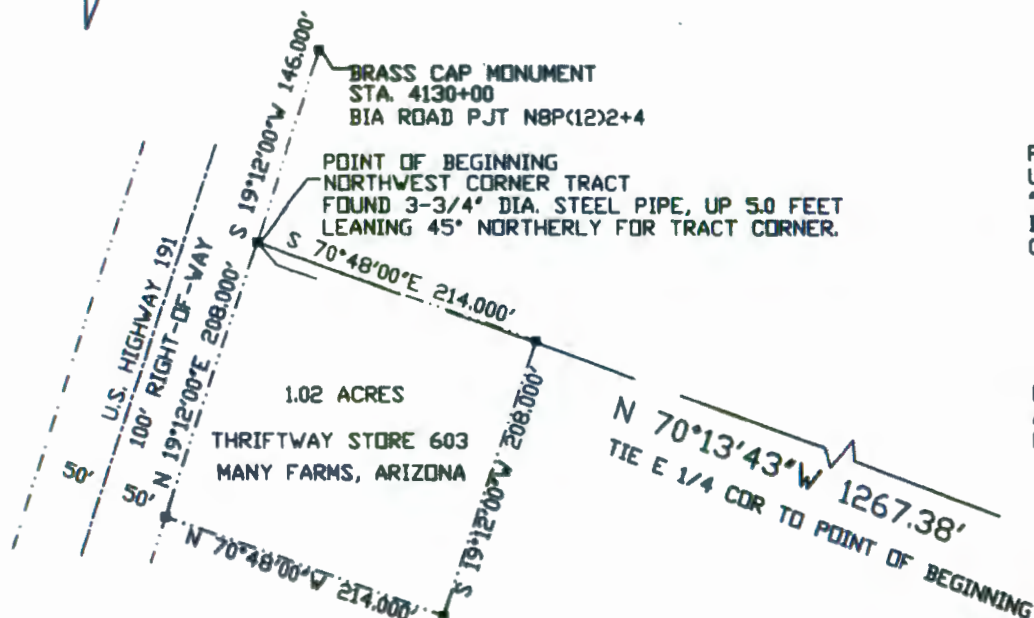
In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 1st day of July, 2006.



REBECCA EASLEY-ONOKALA, Notary Public

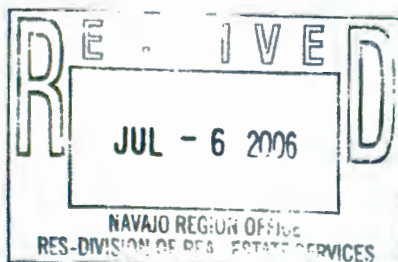
THRIFTWAY 603, MANY FARMS, AZ
SECTION CORNER TIE TO POINT
OF BEGINNING, FEB 2006.



FOUND 3-1/2' DIA. BLM BC MONUMENT
UP 0.25' IN LEVEL FIELD MARKED:
'U.S. DEPARTMENT OF THE INTERIOR
BUR. OF LAND MANAGEMENT
CADASTRAL CURVEY', AND STAMPED:
'T34N R25E

1/4
S14 | S13
1999

PLACED STONES ON SW SIDE UP 1 FOOT
AND SET 3' LONG METAL STAKE 1.0 FT
NORTH, UP 1.8'.



THRIFTWAY 603
MANY FARMS, AZ

TIE TO E 1/4 COR SEC 14,
T 34 N, R 25 E, G&SL MERIDIAN

MICHAEL DALY, AZ LS 15083
3710 CINIZA DRIVE, GALLUP, NM
PHONE: 505-870-3430

DATE: 24 JUNE, 2006

PLOT FILE: TVY603.dwg



NAVAJO NATION CORPORATION CODE

CERTIFICATE OF GOOD STANDING

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETINGS:

I, the Director of the Business Regulatory Department, DO HEREBY CERTIFY that

GIANT FOUR CORNERS, INC.
File Number: 100183

a Corporation organized under the laws of the Navajo Nation Corporation Act,
did incorporate on October 19, 1993

I FURTHER CERTIFY that this corporation has filed all affidavits and annual reports and has paid all annual filing fees required to date and, therefore, is in good standing within the Navajo Nation.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navajo Nation Corporation Code. Done at Window Rock, the Capital of the the Navajo Nation, this 18th day of December, 2013 A.D.

Director, Business Regulatory
Division of Economic Development



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT

EXHIBIT

F

January 29, 2016

MEMORANDUM

TO: Sally A. Yabeny, Senior EDS
Regional Business Development Office
Division of Economic Development

FROM: 
Lena D. Arviso, Accounting Manager
Office of the Controller

FEB - 8 2016

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to the request dated January 22, 2016 (received and logged in at Accounts Receivable section on 01/22/2016 at 3:12 p.m.) seeking procurement clearance check on Giant Four Corners, LLC is as follows:

Name & Address	BSL/ Store Location	A. R. Debt Due	Action
Giant Four Corners, LLC dba Western Refining Inc. and Western Refining Southwest, Inc. EIN# 86-0739055 Address: 1250 W. Washington St. Suite 101 Tempe, Arizona 85281	1. BSL# FD98-187A AB#240785 Store# 252 Location: Ganado, AZ	\$ 0.00	Procurement cleared. The business site lease account has a credit balance of (\$5,634.47) as of 02/01/2016. The account is considered current.
	2. BSL# FD98-187A Promissory Note	\$23,597.27	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	3. BSL# FD99-192A AB# 213972 Store# 251 Location: Tohatchi, NM	\$ 0.00	Procurement cleared. This business site lease account has a credit balance of (\$35,018.61) as of 02/01/2016. The account is considered current.
	4. BSL# NNFD16-0081 AB#323189 Store# 225 Location: Ft. Defiance, AZ	\$ 958.33	Procurement cleared. This business site lease account has a balance due of \$958.33 as of 02/01/2016. The account is considered current.
	6. BSL# FD99-193A AB#188847 Store# 225 Location: Ft. Defiance, AZ	\$ 208.19	Procurement cleared. The business site lease account has a balance due of \$208.19 as of 02/01/2016. The account is considered current. Store is closed.
	7. BSL# FD99-193A Promissory Note	\$ 208.33	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	8. BSL# SR99-153A AB#240774 Store# 266 Location: Burnham, NM	\$ 0.00	Procurement cleared The business site lease account has a credit balance of (\$73,882.73) as of 02/01/2016. The account is considered current.

Name & Address	BSL/ Store Location	A. R. Debt Due	Action
<i>Continued from page 1</i>	8. BSL# SR99-156A AB#219826 Store# 202 Location: Shiprock, NM	\$ 0.00	Procurement cleared The business site lease account has a credit balance of (\$44,049.85) as of 02/01/2016. The account is considered current.
	9. BSL# CH69-43A AB#219308 Store# 253 Location: Lukachukai, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$42,610.83) as of 02/01/2016. The account is considered current.
	10. BSL# CH69-43A Promissory Note	\$17,261.60	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	11. BSL# NNCH16-0080 AB#323190 Store# 107 Location: Many Farms, AZ	\$ 791.67	Procurement cleared This business site lease account has a balance due of \$791.67 as of 02/01/2016. The account is considered current.
	12. BSL# CH89-85A AB# 219822 Store# 267 & 268 Location: Chinle, AZ	\$ 0.00	Procurement cleared This business site lease account has no valid lease on file. The Emergency Operating Agreement expired on 10/08/2013.
	13. BSL# CH89-85A Promissory Note	\$254,726.73	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	14. BSL# CH99-109A AB#240365 Store# 255 Location: Chinle, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$65,790.75) as of 02/01/2016. The account is considered current.
	15. BSL# CH99-109A Promissory Note	\$11,959.77	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	16. BSL# CH99-112A AB#183316 Store# 603 Location: Many Farms, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$1,102.57) as of 02/01/2016. Store is closed.
	17. BSL# NNCH11-0045 AB#276170 Store# 106 Location: Rock Point, AZ	\$ 2,166.59	Procurement cleared This business site lease account has a balance due of \$2,166.59 as of 02/01/2016. The account is considered current.
	18. BSL# NNCH11-0045 Promissory Note	\$11,616.86	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.

Name & Address	BSL/ Store Location	A R Debt Due	Action
<i>Continued from page 2</i>	19. BSL# NNTC11-0082 AB#323191 Store# 7506 Location: Tuba City, AZ	\$ 2,625.00	Procurement cleared This business site lease account has a balance due of \$2,625.00 as of 02/01/2016. The account is considered current.
	20. BSL# SR99-159 AB#183789 Store# 245 Location: Mexican Water, NM	\$ 208.19	Procurement cleared This business site lease account has a balance due of \$208.19 as of 02/01/2016. Store is closed.
	21. BSL# SR99-159 Promissory Note	\$208.34	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	22. BSL# FD99-194A AB#210423 Store# 254 Location: Dilkon, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$27,514.24) as of 02/01/2016. The account is considered current.
	23. BSL# FD99-194A Promissory Note	\$ 37,746.89	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	24. BSL# FD07-232 AB#240782 Store# 7505 Location: White Cone, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$39.46) as of 02/01/2016. The account is considered current.
	25. BSL# TC99-187A Store# 233 Location: Kayenta, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$65,749.96) as of 02/01/2016. The account is considered current.
	26. BSL# FD91-146A Promissory Note	\$ 91,723.60	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	27. BSL# CH82-74 Promissory Note	\$143,662.48	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.
	28. BSL# TC88-117 Promissory Note	\$5,876.05	Procurement cleared. Payment for promissory note contingent to completion of new lease/modification in time frame stipulated in settlement agreement.

All Business Site lease rental accounts are considered current. The promissory note balance due is contingent to final completion of Lease Modifications by Navajo Nation Division of Economic Development by December 31, 2015 as specified in the Global Agreements' Second Amendment.

Thank you for complying with the "NNB&P ACT". Our office requests that all relevant information of the individual(s) / business (es) is provided to ensure accurate clearance check. The information contained in this memorandum is privileged and confidential. Therefore, when disseminating this information to the 164 reviewers, block out information that are not applicable to the SAS package if this procurement memo is to be included.

Should you have any questions, please contact Accounts Receivable Section at 871-6770 or 6127. Thank you.

/mj

cc: Accounts Receivable File

Document No. 005437Date Issued: 02/08/2016**EXECUTIVE OFFICIAL REVIEW**Title of Document: MUTUAL TERMINATION - LEASE CH-99112AContact Name: YABENY, SALLY AProgram/Division: DIV. OF ECONOMIC DEVELOPMENTEmail: SYABENY@FRONTIERNET.NETPhone Number: 5053681315☒ **Business Site Lease**

			Sufficient	Insufficient
1. Division:	<u>ES</u>	Date: <u>2-10-16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	<u>2-11-16 Dana D. Amis</u>	Date: <u>2-12-16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)				
3. Office of the Attorney General:	<u>WJ</u>	Date: <u>2/18/16</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

☐ **Business and Industrial Development Financing, Veteran Loans, (i.e. Loan, Loan Guarantee and Investment) or Delegation of Approving and/or Management Authority of Leasing transactions**

1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Fund Management Plan, Expenditure Plans, Carry Over Requests, Budget Modifications**

1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Navajo Housing Authority Request for Release of Funds**

1. NNEPA:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Lease Purchase Agreements**

1. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
(recommendation only)				
2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Grant Applications**

1. Office of Management and Budget:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Controller:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Five Management Plan of the Local Governance Act, Delegation of an Approving Authority from a Standing Committee, Local Ordinances (Local Government Units), or Plans of Operation/Division Policies Requiring Committee Approval**

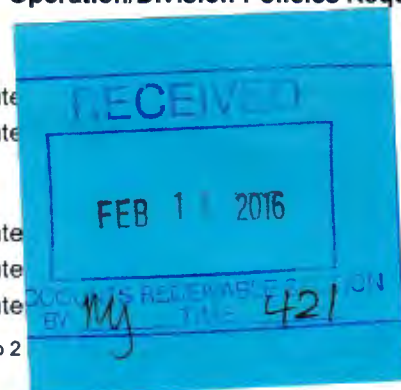
1. Division:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

☐ **Relinquishment of Navajo Membership**

1. Land Department:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
2. Elections:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>
3. Office of the Attorney General:	_____	Date: _____	<input type="checkbox"/>	<input type="checkbox"/>

Pursuant to 2

r 07-2013





NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ	
02-17-16	1142a
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	005437
SAS #:	
UNIT:	ECOW

☐ RESUBMITTAL

*** FOR NNDOJ USE ONLY - DO NOT CHANGE OR REVISE FORM. VARIATIONS OF THIS FORM WILL NOT BE ACCEPTED. ***

CLIENT TO COMPLETE

DATE OF REQUEST:	2/8/2016	DIVISION:	Division of Economic Development
CONTACT NAME:	Sally A. Yabeny	DEPARTMENT:	Regional Business Dev. Office, SROCK
PHONE NUMBER:	505/368-1315	E-MAIL:	syabeny@frontiernet.net

TITLE OF DOCUMENT: BIA Lease No. CH-99-112A - Mutual Termination for Giant Four Corners, Inc.

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	2-17-16 3pm	REVIEWING ATTORNEY/ADVOCATE:	Latoria Johnson
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DATE TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

Subject

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
UOT	2/18/16 433pm	UOT	2/18/16 433pm

DOJ Secretary Called: Latoria Johnson for Document Pick Up on 2/18/16 at 435pm By: en

PICKED UP BY: (Print)	DATE / TIME:
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NNDOJ/DRRF-July 2013



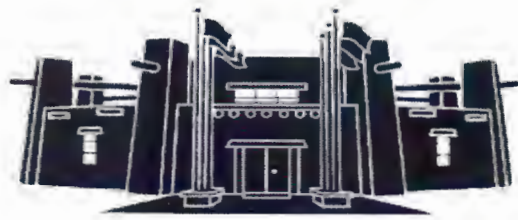
SUPPORTING DOCUMENTS

Giant Four Corners, Inc.

Mutual Termination

Lease No. CH-99-112A

1. Executive Summary
2. Letter from Lessee requesting Mutual Termination
3. Copy of Assignment & Assumption of Lease No. CH-99-112A with survey
4. Certificate of Good Standing
5. Procurement Clearance
 - a. Account Receivable



MEMORANDUM

TO: Honorable Ben Bennett
Crystal, Fort Defiance, Red Lake, Sawmill Chapters

FROM: Mariana Kahn
Mariana Kahn, Attorney
Office of Legislative Counsel

DATE: February 25, 2016

SUBJECT: PROPOSED STANDING COMMITTEE RESOLUTION; AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE MUTUAL TERMINATION OF BUSINESS SITE SUBLEASE NO. CH-99-112A BETWEEN THE NAVAJO NATION AND SUBLESSEE GIANT FOUR CORNERS, INC. INVOLVING A SUBLEASE IN MANY FARMS, ARIZONA

As requested, I have prepared the above-referenced proposed resolution and associated legislative summary sheet pursuant to your request for legislative drafting. Based on existing law and review of documents submitted, the resolution as drafted is legally sufficient. As with any action of government however, it can be subject to review by the courts in the event of proper challenge. Please ensure that this particular resolution request is precisely what you want. You are encouraged to review the proposed resolution to ensure that it is drafted to your satisfaction.

The Office of Legislative Counsel confirms the appropriate standing committee(s) based on the standing committees powers outlined in 2 N.N.C. §§301, 401, 501, 601 and 701. Nevertheless, "the Speaker of the Navajo Nation Council shall introduce [the proposed resolution] into the legislative process by assigning it to the respective oversight committee(s) of the Navajo Nation Council having authority over the matters for proper consideration." 2 N.N.C. §164(A)(5).

If the proposed resolution is unacceptable to you, please contact me at the Office of Legislative Counsel and advise me of the changes you would like made to the proposed resolution.

THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW PUBLICATION



LEGISLATION NO: _0067-16_____ SPONSOR: Benjamin Bennett

TITLE: An Action Relating To Resources and Development; Approving The Mutual Termination Of Business Site Sublease No. CH-99-112A Between The Navajo Nation And Sublessee Giant Four Corners, Inc. Involving A Sublease In Many Farms, Arizona

Date posted: March 2, 2016 at 6:21pm

Digital comments may be e-mailed to comments@navajo-nsn.gov

Written comments may be mailed to:

Executive Director
Office of Legislative Services
P.O. Box 3390
Window Rock, AZ 86515
(928) 871-7590

Comments may be made in the form of chapter resolutions, letters, position papers, etc. Please include your name, position title, address for written comments; a valid e-mail address is required. Anonymous comments will not be included in the Legislation packet.

Please note: This digital copy is being provided for the benefit of the Nav, ajo Nation chapters and public use. Any political use is prohibited. All written comments received become the property of the Navajo Nation and will be forwarded to the assigned Navajo Nation Council standing committee(s) and/or the Navajo Nation Council for review. Any tampering with public records are punishable by Navajo Nation law pursuant to 17 N.N.C. §374 *et. seq.*

**THE NAVAJO NATION
LEGISLATIVE BRANCH
INTERNET PUBLIC REVIEW SUMMARY**

LEGISLATION NO.: 0067-16

SPONSOR: Honorable Jonathan L. Hale

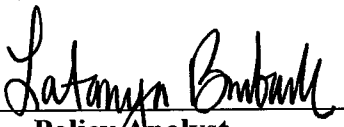
TITLE: An Action Relating To Resources and Development; Approving The Mutual Termination Of Business Site Sublease No. CH-99-112A Between The Navajo Nation And Sublessee Giant Four Corners, Inc. Involving A Sublease In Many Farms, Arizona.

Posted: March 2, 2016 at 6:21 pm

5 DAY Comment Period Ended: March 7, 2016

Digital Comments received:

Supporting Comments	<i>None</i>
Opposing Comments	<i>None</i>
Inclusive Comments	<i>None</i>



**Policy Analyst
Office of Legislative Services**



Date/Time

**RESOURCES AND DEVELOPMENT COMMITTEE
23rd NAVAJO NATION COUNCIL**

SECOND YEAR 2016

COMMITTEE REPORT

Mr. Speaker,

The **RESOURCES AND DEVELOPMENT COMMITTEE** to whom has been assigned:

Legislation # 0067-16: An Action Relating to Resources and Development; Approving the Mutual Termination of Business Site Sublease No. CH-99-112A Between the Navajo Nation and Sublessee Giant Four corners, Inc., Involving a Sublease in Many Farms, Arizona. *Sponsor: Benjamin Bennett.*

Has had deferred the matter from October 6, 2016 meeting; however, after some discussion with RBDO and NEPA staff; the Sponsor and Agent agreed to WITHDRAW the Legislation # 0064-16, as well as this particular legislation will be reinitiated the matter at a later date after DED-RBDO provides RDC a work session on the policies relative to consequences of liabilities, if contamination occurred on a business site that is subject to termination of lease at the request of leasee or sublessee.

Respectfully submitted,



Alton Joe Shepherd, Chairperson
Resources and Development Committee
of the 23rd Navajo Nation Council

Date: May 16, 2016
Motion:
Second:
Vote:

NOTE: (Matter deleted off the agenda with further action taken after Sponsor stated for the record he would withdraw Legislation #0064-16, including this particular legislation.)