

RESOLUTION OF THE
RESOURCES AND DEVELOPMENT COMMITTEE
Of the 23rd Navajo Nation Council---Second Year 2016

AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING THE MUTUAL TERMINATION OF BUSINESS SITE SUBLEASE NO. SR-99-159 BETWEEN THE NAVAJO NATION AND GIANT FOUR CORNERS, INC.

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, April 25, 2016, **Exhibit B**, Roger K. Burton, of Giant Four Corners, Inc., submitted a formal request for mutual termination of the SR-99-159 of the Giant Store in Teec Nez Iah.

D. The Executive Summary of the Regional Business Development Office (RBDO), **Exhibit C**, states that the Navajo Nation and Giant Four Corners, Inc., agree to mutually terminate the Bureau of Indian Affairs Sublease No. SR-99-159 because the operation at this location has ceased.

E. Also attached are **Exhibit A**, Mutual Termination of Business Site Lease SR-99-159; **Exhibit D**, Copy of Assignment and Assumption of Sublease No. SR-99-159; **Exhibit E**, Certificate of Good Standing from the Business Regulatory Department of the Division of Economic Development; **Exhibit F**, the Procurement Clearance documents; and Exhibit G, letter dated May 12, 2016 from the Navajo Nation Environmental Protection Agency to Mr. Roger Burton, Giant Industries, Inc.

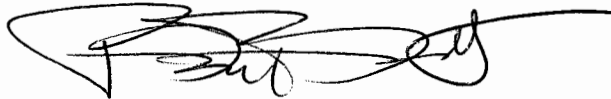
Section Two. Approval

A. The Navajo Nation hereby approves the Mutual Termination of Business Site Sublease SR-99-159, as set forth in **Exhibit A**.

B. The Navajo Nation hereby authorizes the President of the Navajo Nation to execute this Mutual Termination of Business Site Sublease SR-99-159 and all other documents necessary to effectuate the intent of this resolution.

CERTIFICATION

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23rd Navajo Nation Council at a duly called meeting at Navajo Department of Transportation, (Navajo Nation) Tse Bonito, New Mexico, at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 12th day of July, 2016.

A handwritten signature in black ink, appearing to read 'Ben Bennett', with a long horizontal flourish extending to the right.

Benjamin Bennett, Vice-Chairperson
Resources and Development Committee
Of the 23rd Navajo Nation Council

Motion: Honorable Jonathan Perry
Second: Honorable Leonard Pete

MUTUAL TERMINATION
SUBLEASE NO. SR-99-159



Lease Number SR-99-159, entered into between the NAVAJO NATION, LESSOR, and Four Corners, Inc., Lessee on April 25, 2016, and approved by the Bureau of Indian Affairs on September 26, 2006 is hereby irrevocable terminated, cancelled and extinguished as of this 25th day of April, 2016.

1. The parties hereto hereby represent that the provisions of this Mutual Termination Agreement have been knowingly and voluntarily entered into and the Lessee is currently not operating on this site and has no intention to pursue operation and has requested Mutual Termination of the Agreement.

2. Lessee states that any and all permanent buildings and improvements on the lease property shall thereupon become the property of Lessor.

3. Lessee 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 Lessee of any obligation incurred under the provisions of Lease No. SR-99-159 prior to the date of termination set forth herein.

The termination of the Lessee'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 25th day of April, 2016.

LESSEE

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



April 25, 2016

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

RE: Mutual Termination Request for Navajo Nation Lease # SR 99-159, Giant Store #
245 in Teec Nez Iah

Dear Ms. Yabeny:

Please consider this Giant Four Corners' (GFC's) formal request for mutual termination of the
above reference sublease. GFC capped and abandoned the water well in accordance with Section
IV.A of the Global Settlement Agreement, and subsequent written instruction from the Navajo
Nation.

Thank you for your consideration of our request.

Sincerely,

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 – Lease No. FD-99-159



Based on letter dated April 25, 2016 Lessee, Giant Four Corners, Inc. and the Navajo Nation hereby agreed and entered to mutually terminate Bureau of Indian Affairs Lease No. SR-99-159 because the operation of this location ceased and is no longer in operation.

The Assignment and Assumption of Lease No. SR-99-159 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 September 26, 2006, see supporting documents.

Therefore, Regional Business Development Office is respectfully requesting approval of the Mutual Termination of Lease No. SR-99-159 by the Resources Development Committee of the Navajo Nation Council and Bureau of Indian Affairs.

ASSIGNMENT AND ASSUMPTION OF LEASE SR-99-159

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 Lessee under that certain Lease dated May 4, 1998 by and between The Navajo Nation, Lessor, and Navajo Convenient Stores Co., L.L.C., Lessee, known as Business Site Lease SR-99-159 ("Lease SR-99-159").

B. Assignor wishes to assign to Assignee its interest in and to Lease SR-99-159, 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 Lease SR-99-159. Assignor represents and warrants that Assignor is the holder of the Lessee's interest under Lease SR-99-159.

2. Assignee hereby assumes and agrees to perform any and all obligations of Assignor under Lease SR-99-159 arising on or after the date of this Assignment.

Assignor shall remain liable and responsible for any and all obligations under Lease SR-99-159 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.

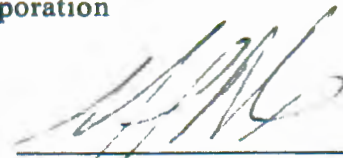
ASSIGNOR:

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

By: 
Its: EUP - RETAIL

ASSIGNEE:

Giant Four Corners, Inc., an Arizona
Corporation

By: 
Its: CFC

ACKNOWLEDGMENTS

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

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

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 Marie B. Cox as CFO of Giant Four Corners, Inc., an Arizona corporation.

Hilda U. Clegg
Notary Public

My commission expires:

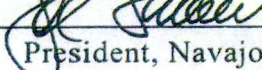
2-1-2008



APPROVAL OF ASSIGNMENT

The foregoing Assignment and Assumption of Lease SR-99-159 is hereby approved:

The Navajo Nation, Lessor

By: 
President, Navajo Nation

8/2/06

By: Maryann Carafello
Surety

St. Paul Fire and Marine Insurance Company
Maryann Carafello Attorney-in-Fact
(Surety was changed to Travelers
Casualty and Surety Company of
America 2/05)
Dated: August 2, 2006

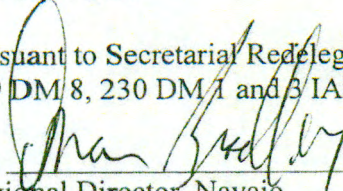
~~Secretary of the Interior~~

By: _____
~~Area Director, Navajo Area~~
~~Bureau of Indian Affairs~~

3230986_1.DOC

APPROVED:

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

By: 
Acting Regional Director, Navajo
BUREAU OF INDIAN AFFAIRS

Date: 9-26-06



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 217217

Certificate No. 000569730

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, 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, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

David G. Jensen, Terry Crull, Ronald F. Bentley, Maryann Carafello, and Brandy L. Baich

of the City of Phoenix, State of Arizona, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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 their corporate seals to be hereto affixed, this 15th day of June, 2006

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 Seaboard Surety Company
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
 St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

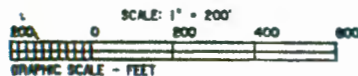
George W. Thompson
 George W. Thompson, Senior Vice President

On this the 15th day of June, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2006.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

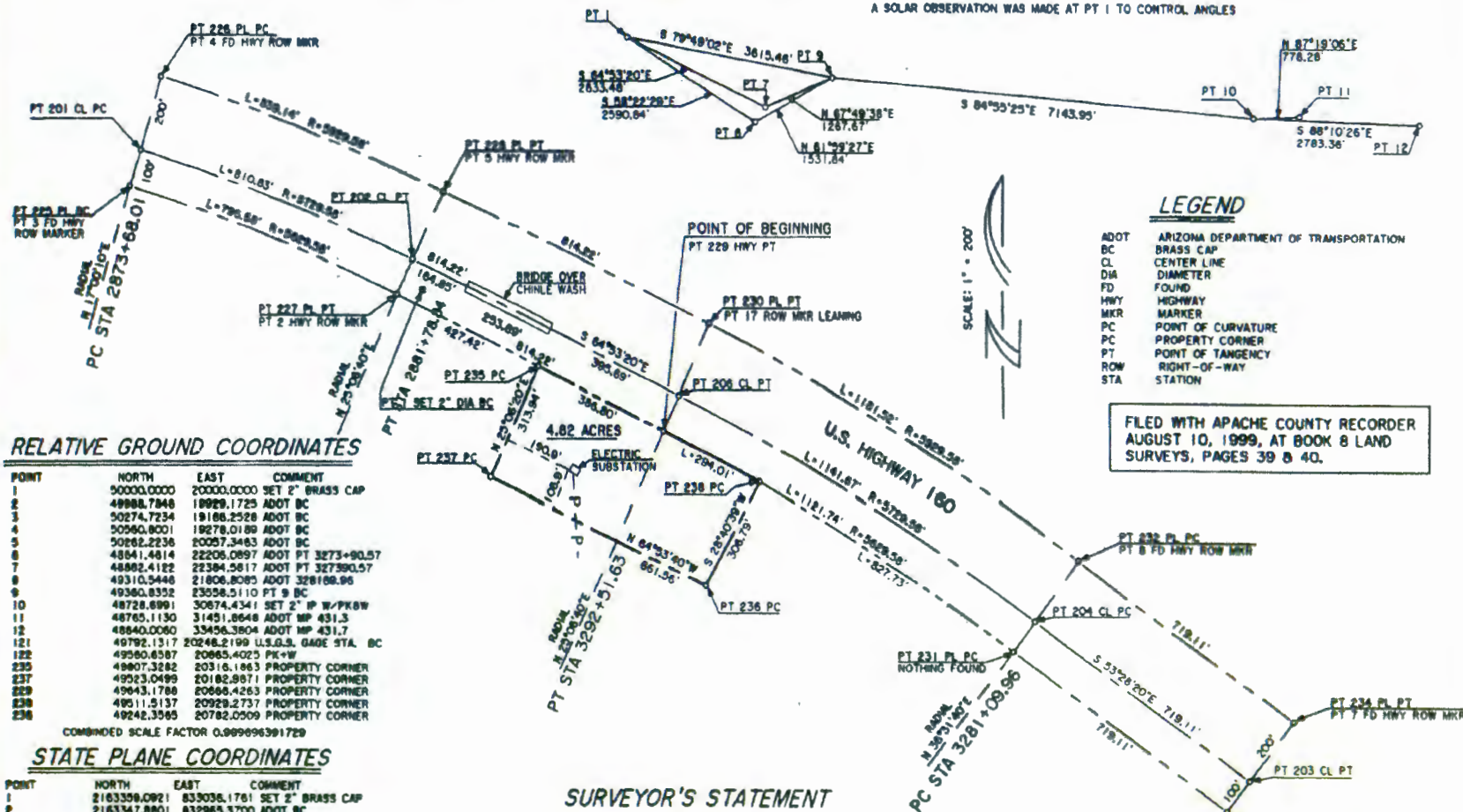


LEASE SURVEY FOR NAVAJO CONVENIENT STORES CO., L.L.C.
TEEC NEZ IAH, APACHE COUNTY, ARIZONA

SURVEY CONTROL DIAGRAM

SCALE APPROX 1" = 1250'
LINES SHOWN WERE DIRECTLY MEASURED

A SOLAR OBSERVATION WAS MADE AT PT 1 TO CONTROL ANGLES



LEGEND

ADOT ARIZONA DEPARTMENT OF TRANSPORTATION
BC BRASS CAP
CL CENTER LINE
DIA DIAMETER
FD FOUND
HWY HIGHWAY
MKR MARKER
PC POINT OF CURVATURE
PC PROPERTY CORNER
PT POINT OF TANGENCY
ROW RIGHT-OF-WAY
STA STATION

FILED WITH APACHE COUNTY RECORDER
AUGUST 10, 1999, AT BOOK 8 LAND
SURVEYS, PAGES 39 & 40.

RELATIVE GROUND COORDINATES

POINT	NORTH	EAST	COMMENT
1	50000.0000	20000.0000	SET 2" BRASS CAP
2	49988.7848	19929.1725	ADOT BC
3	50274.7234	19186.2528	ADOT BC
4	50560.8001	19278.0189	ADOT BC
5	50862.2236	20057.3483	ADOT BC
6	48641.4814	22206.0897	ADOT PT 3273+90.57
7	48882.4122	22384.5817	ADOT PT 327390.57
8	49310.5446	21806.8085	ADOT 328108.96
9	49360.8352	23058.5110	PT 9 BC
10	48728.8991	30874.4341	SET 2" IP W/PK&W
11	48765.1130	31451.8648	ADOT MP 431.3
12	48640.0080	33456.3804	ADOT MP 431.7
121	49792.1317	20248.2199	U.S.G.S. GAGE STA. BC
122	49960.6587	20663.4023	PK+V
235	49807.3262	20316.1863	PROPERTY CORNER
237	49523.0499	20182.8871	PROPERTY CORNER
229	49643.1788	20668.4263	PROPERTY CORNER
238	48511.5137	20929.2737	PROPERTY CORNER
236	49242.3585	20782.0509	PROPERTY CORNER

COMBINED SCALE FACTOR 0.99996391729

STATE PLANE COORDINATES

POINT	NORTH	EAST	COMMENT
1	2163359.0921	833036.1761	SET 2" BRASS CAP
2	2163347.8801	832965.3700	ADOT BC
3	2163633.7321	832222.6799	ADOT BC
4	2163919.5220	832314.4141	ADOT BC
5	2163821.2381	833093.5050	ADOT BC
6	2162000.9660	835241.5959	ADOT PT 3273+90.57
7	2162241.8437	835420.0337	ADOT PT 327390.57
8	2162668.8461	834842.4380	ADOT 328108.96
9	2162720.1214	835593.6067	PT 9 BC
10	2162088.1772	843707.3693	SET 2" IP W/PK&W
11	2162124.5800	844484.5640	ADOT MP 431.3
12	2161999.3110	846488.4710	ADOT MP 431.7
121	2163151.2870	833282.3212	U.S.G.S. GAGE STA BC
122	2162918.8841	833901.3158	PK+V
235	2163186.4788	833392.2683	PROPERTY CORNER
237	2162882.2868	833219.1076	PROPERTY CORNER
229	2163002.3792	833708.4000	PROPERTY CORNER
238	2162870.7541	833885.1677	PROPERTY CORNER
236	2162901.6786	833817.9895	PROPERTY CORNER

SURVEYOR'S STATEMENT

I, MICHAEL DALY, ARIZONA LAND SURVEYOR 15083, HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL SURVEY PERFORMED ON THE GROUND IN JUNE, 1999, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL DALY, 501 501 AIRPORT DR., SUITE 100, FARMINGTON, NH 07401. SEAL
SOLAR OBSERVATION AND CONTROL SURVEY BY M. DALY, R.L. DALY
& T. DALY.



LEASE SURVEY FOR NAVAJO CONVENIENT STORES CO., L.L.C.	
LOCATED AT TEEC NEZ IAH APACHE COUNTY NAVAJO INDIAN RESERVATION STATE OF ARIZONA	
JUNE, 1999	SHEET 1 OF 2

LEASE SURVEY FOR NAVAJO CONVENIENT STORES CO., L.L.C.
TEEC NEZ IAH, APACHE COUNTY, ARIZONA

LEGAL DESCRIPTION

A TRACT OF LAND IN THE COMMUNITY OF TEEC NEZ IAH, APACHE COUNTY, ARIZONA WITHIN THE NAVAJO INDIAN RESERVATION, GENERALLY LYING EAST OF CHINLE WASH AND ALONG THE SOUTH RIGHT OF WAY OF U.S. HIGHWAY 180, LYING WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 180, 300 FEET WIDE, AT POINT OF TANGENCY STATION 3292+31.83, AS SHOWN ON ARIZONA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PLANS MAP NO. A-3-T-500, SHEET 10 OF 14, SAID POINT IS MONUMENTED WITH A 2 INCH DIAMETER IRON PIPE WITH TAG MARKED "LS 15083", WHENCE A POINT OF TANGENCY FOR THE SOUTH RIGHT-OF-WAY OF SAID HIGHWAY BEARS NORTH 84 DEGREES 53 MINUTES 20 SECONDS WEST, A DISTANCE OF 814.22 FEET, STATE PLANE COORDINATE BEARINGS, NORTH AMERICAN DATUM 1983, ARIZONA EAST ZONE, WHICH LINE SERVES AS A BASIS OF BEARINGS FOR THIS DESCRIPTION:

THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, ALONG A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 2 DEGREES 59 MINUTES 33 SECONDS AND A RADIUS OF 5629.58 FEET AND AN ARC LENGTH OF 294.01 FEET, BEING SUBTENDED BY A CHORD OF SOUTH 63 DEGREES 23 MINUTES 33 SECONDS EAST FOR A DISTANCE OF 285.98 FEET, WHICH POINT IS MONUMENTED WITH A 2 INCH DIAMETER IRON PIPE WITH TAG MARKED "LS 15083";

THENCE AWAY FROM SAID RIGHT-OF-WAY, ON A NON RADIAL LINE SOUTH 28 DEGREES 40 MINUTES 39 SECONDS WEST FOR A DISTANCE OF 306.79 FEET TO A 2 INCH DIAMETER IRON PIPE WITH TAG MARKED "LS 15083";

THENCE NORTH 84 DEGREES 53 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 681.36 FEET TO A 2 INCH DIAMETER IRON PIPE WITH TAG MARKED "LS 15083"; THENCE NORTH 25 DEGREES 06 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 313.94 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 180, SAID POINT MONUMENTED WITH A 2 INCH DIAMETER IRON PIPE AND TAG MARKED "LS 15083";

THENCE ALONG SAID SOUTH RIGHT-OF-WAY SOUTH 84 DEGREES 53 MINUTES 20 SECONDS EAST FOR A DISTANCE OF 386.80 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO COVENANTS, EASEMENTS, AND RESTRICTIONS OF RECORD.

SAID PROPERTY CONTAINS 4.82 ACRES MORE OR LESS.

COMMENTS

BOUNDARY LINES WERE ESTABLISHED FROM RECOVERED CITY, COUNTY, STATE, FEDERAL AND/OR PRIVATE LAND SURVEYOR MONUMENTS WHOSE CHARACTER AND SOURCE ARE SO NOTED ON THE SURVEY.

LEGAL DESCRIPTION BASED ON THIS LEASE BOUNDARY SURVEY.

EASEMENT RIGHTS -- THE ELECTRIC SUBSTATION SHOWN ON THIS SURVEY IS THE ONLY NON-OWNER UTILITY FOR THIS PROPERTY KNOWN OR DISCLOSED TO THE SURVEYOR.

BASIS OF BEARINGS -- NORTH 84 DEGREES 53 MINUTES 20 SECONDS WEST FOR THE LINE ALONG THE SOUTH RIGHT-OF-WAY OF U.S. HIGHWAY 180 BETWEEN PT STATION 3292+31.83 AND PT STATION 2881+78.84, ARIZONA STATE PLANE COORDINATES, EAST ZONE, NORTH AMERICAN DATUM, 1983.

POINT DESCRIPTIONS

1. SET 2" DIAMETER BRASS CAP ON ROCK LEDGE 8' SOUTH OF TOP OF CUT FOR HIGHWAY, SOUTH OF HIGHWAY 180 AND WEST OF CHINLE WASH AS TRAVERSE STATION MARKED "LS 15083", AND SET 12" SPIKE 6' +/- NORTH AS GUARD STAKE/LOCATION AIDE. FROM SOUTHWEST CORNER OF CHINLE WASH BRIDGE, POINT 1 BEARS NORTH 88 WEST, 114.62'.

2. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, UP 0.8' IN ROCK (NO IRON ANGLE IRON), MARKED "ARIZONA HIGHWAY DEPT. 1982". SET PUNCH MARK IN CENTER.

3. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, UP 0.73' IN ROCK MARKED "ARIZONA HIGHWAY DEPT. 1982" WITH ANGLE IRON GUARD STAKE 2' WEST MARKED "PC 2873+88.01". SET PUNCH MARK IN CENTER.

4. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, UP 0.14' MARKED "ARIZONA HIGHWAY DEPT. 1982", ON SLOPE THAT IS RAPIDLY ERODING. FOUND ANGLE IRON GUARD STAKE 2' WEST. SET PUNCH MARK IN CENTER.

5. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, MARKED "ARIZONA HIGHWAY DEPT. 1982", IN DIRT NEAR WASH AND ARROYO. FOUND ANGLE IRON GUARD STAKE: MARKINGS UNREADABLE. SET PUNCH MARK IN CENTER.

6. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, MARKED "ARIZONA HIGHWAY DEPT. 1982", UP 0.0.8' IN ROCK. FOUND ANGLE IRON GUARD STAKE NEARBY. SET PUNCH MARK NEAR NORTH EDGE IN "E" OF "DEPT"

7. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, MARKED "ARIZONA HIGHWAY DEPT. 1982", UP 0.0.8' IN ROCK. SET PUNCH MARK IN CENTER. FOUND ANGLE IRON GUARD STAKE NEARBY MARKED "PT 3273+90.57".

8. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, MARKED "ARIZONA HIGHWAY DEPT. 1982" IN DIRT. SET PUNCH MARK IN CENTER. FOUND ANGLE IRON GUARD STAKE NEARBY MARKED 3281+08.86. SET PUNCH MARK IN CENTER.

9. SET 2" BRASS CAP ON ROCK RISE EAST OF CHINLE WASH AND NORTH OF HIGHWAY 180 AS TRAVERSE STATION MARKED "LS 15083 PT 9" POINT LIES 175' +/- DUE NORTH FROM A POWER POLE. POLE MARKINGS "BAXCO 0 63 WCC 3-50". IT IS THE THIRD SINGLE POWER POLE LYING EAST OF THE CANYON FOR CHINLE WASH.

10. SET 24" LONG, 2" DIAMETER IRON PIPE WITH PK NAL 8 WASHER, UP 0.8', ON LOCAL RISE. POINT IS +/- 32' NORTH OF NORTH ROW FENCE FOR HIGHWAY 180. SET METAL TEE POST AS GUARD STAKE.

11. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, DOWN 1.0' MARKED "ARIZONA HIGHWAY DEPT. 1982" AND STAMPED "431.3", WITH ANGLE IRON GUARD STAKE NEARBY. STATE PLANE COORDINATE CONTROL STATION.

12. FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, MARKED "ARIZONA HIGHWAY DEPT. 1982" AND STAMPED "431.7" WITH ANGLE IRON GUARD STAKE 2' WEST MARKED "PC 2873+88.01". STATE PLANE COORDINATE CONTROL STATION.

17. APPROXIMATE LOCATION FOR FOUND 3" DIAMETER BRASS CAP IN 6" DIAMETER CONCRETE, UP 1.5', LEAVING WESTERLY AT 45 ANGLE MARKED "ARIZONA HIGHWAY DEPT. 1982" WITH ANGLE IRON GUARD STAKE NEARBY.

121. FOUND 3-1/2" DIAMETER BRASS CAP IN ROCK MARKED "U.S. DEPARTMENT OF THE INTERIOR GEOLOGICAL SURVEY UNLAWFUL TO DISTURB FOR INFORMATION WRITE WASHINGTON D.C. GAGING STATION" STATION BETWEEN GAGE AND RECORDER BUILDING ON EAST SIDE OF CHINLE WASH AND SOUTH OF HIGHWAY 180.

229. SET PK NAL 8 WASHER FLUSH IN ASPHALT WITH TAG MARKED "LS 15083" AS MONUMENT FOR SOUTH HIGHWAY ROW POINT OF TANGENCY STATION 3292+31.83
235, 236, 237 & 238. SET 24" LONG 2" DIAMETER IRON PIPE WITH TAG MARKED "LS 15083" WITH METAL TEE POST AS GUARD STAKE FOR PROPERTY CORNER.

SURVEY NOTES

1. WE WERE ASKED TO TIE THE SURVEY TO STATE PLANE COORDINATES AS THE AREA HAS NOT BEEN SECTIONALIZED BY THE U.S. BUREAU OF LAND MANAGEMENT. STATE PLANE COORDINATES ON ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) HIGHWAY RIGHT OF WAY MARKERS LOCATED SEVERAL MILES EAST, BASED ON AN ADOT 1982 STATIC GPS SURVEY, WERE GRACIOUSLY PROVIDED BY MR DONALD BLOODWORTH, GEODETIC SECTION OF ADOT.

2 PERTINENT HIGHWAY ROW PLANS ARE ARIZONA STATE HIGHWAY DEPARTMENT RIGHT OF WAY PLANS DIVISION MAP A-3-T-500, SHEET 9 FOR CHINLE WASH 8 WEST, AND SHEET 10 FOR CHINLE WASH 8 EAST. STATIONING IS NOT CONSISTENT ON THE PLANS. WE USED STATION TAKEN FROM HIGHWAY ROW MARKERS WHERE READABLE. THE RIGHT-OF-WAY PLANS SHOW AN EQUATION AT THE EAST END OF THE CHINLE WASH BRIDGE.

3. WE LOCATED ADOT HIGHWAY ROW MARKERS ON BOTH SIDES OF PROPERTY TO BE SURVEYED AND TIED THEM TO THE STATE PLANE COORDINATE STATIONS ESTABLISHED BY ADOT LYING SEVERAL MILES EAST. WE FOUND SUBSTANTIAL INTERNAL DISAGREEMENT WITH SOME ROW MONUMENTS. IN THIS LIGHT, WE FOUND A GOOD FIT BY USING MONUMENTS AT POINTS 2, 3 & 8 7 WHICH ARE ALL SET IN ROCK. DOING SO WERE ABLE TO ACCEPT POINT 8. MONUMENTS 4 AND 5 ARE FOUND TO DISAGREE BY SEVERAL FEET. A TABLE HEREON SHOWS THE ACTUAL DIFFERENCE BETWEEN THE CALCULATED POSITIONS AND MONUMENTS.

4. A TRAVERSE WAS RUN TO CONNECT THE PROPERTY TO THE STATE PLANE COORDINATE CONTROL STATIONS. THE LAYOUT IS SHOWN ON THE SURVEY CONTROL DIAGRAM. SIGHTINGS WERE TAKEN ON THE SUN NEAR AT POINT 1 TO CONTROL ANGULAR ERROR IN EXTENDING STATE PLANE COORDINATES. THE SURVEY WAS ADJUSTED USING STARS+NET LEAST SQUARES ADJUSTMENT SOFTWARE.

DIFFERENCES BETWEEN CALCULATED RIGHT OF WAY POSITIONS AND FOUND RIGHT OF WAY MONUMENTS

COURSE	BEARING	DISTANCE
PT 2-227	S 08°27'53"W	0.07'
PT 3-225	S 85°27'28"E	0.05'
PT 4-226	N 75°51'04"W	4.12'
PT 5-228	S 25°04'22"W	2.08'
PT17-230	N 55°12'10"E	0.21'
PT 6-233	S 46°54'01"W	0.09'
PT 7-234	N 04°34'17"E	0.08'
PT 8-232	S 55°27'23"W	0.09'



LEASE SURVEY FOR NAVAJO CONVENIENT STORES CO., L.L.C.	
LOCATED AT TEEC NEZ IAH APACHE COUNTY NAVAJO INDIAN RESERVATION STATE OF ARIZONA	
JUNE, 1999	SHEET 2 OF 2

FILE 1W7245; PLOT FILE: 1W724532



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, LLC
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 20th
day of May, 2015 A.D.

Clarence Chee
Director, Business Regulatory
Division of Economic Development



THE NAVAJO NATION

RUSSELL BEGAYE PRESIDENT
JONATHAN NEZ VICE PRESIDENT



April 20, 2016

MEMORANDUM

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

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

SUBJECT: "Navajo Business and Procurement Act clearance check"

Pursuant to the request dated April 15, 2016 (received and logged in at Accounts Receivable section on 04/19/2016 at 9:24 a.m.) seeking procurement clearance check on Giant Four Corners, LLC is as follows:

Name & Address	BSL Store Location	A/R Debt Due	Article
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 (\$7,801.14) as of 04/20/2016.
	2. BSL# FD98-187A Promissory Note	\$23,597.27	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved 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 (\$12,344.12) as of 04/20/2016.
	4. BSL# FD99-193A AB#188847 Store# 225 Location: Ft. Defiance, AZ	\$ 0.00	Procurement cleared. The business site lease account has a credit balance of (\$0.20) as of 04/20/2016. The account is considered current. Store is closed.
	5. BSL# NNFD16-0081 AB#323189 Store# 225 Location: Ft. Defiance, AZ	\$ 0.00	Procurement cleared. This business site lease account has a zero balance as of 04/20/2016.
	6. BSL# SR99-153A AB#240774 Store# 266 Location: Burnham, NM	\$ 0.00	Procurement cleared The business site lease account has a credit balance of (\$35,599.25) as of 04/20/2016.
	7. BSL# SR99-156A AB#219826 Store# 202 Location: Shiprock, NM	\$ 0.00	Procurement cleared The business site lease account has a credit balance of (\$15,616.97) as of 04/20/2016.
	8. BSL# CH69-43A AB#219308 Store# 253 Location: Lukachukai, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$25,242.88) as of 04/20/2016.

Name & Address	BSL/ Store Location	A R Debt Due	Action
<i>Continued from page 1</i>	9. BSL# CH69-43A Promissory Note	\$17,261.60	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	10. BSL# NNCH16-0080 AB#323190 Store# 107 Location: Many Farms, AZ	\$ 0.00	Procurement cleared This business site lease account has a zero balance as of 04/20/2016.
	11. 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.
	12. BSL# CH89-85A Promissory Note	\$254,726.73	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	13. BSL# CH99-109A AB#240365 Store# 255 Location: Chinle, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$24,578.22) as of 04/20/2016.
	14. BSL# CH99-109A Promissory Note	\$11,959.77	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	15. 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 (\$1,310.96) as of 04/20/2016. Store is closed.
	16. BSL# NNCH11-0045 AB#276170 Store# 106 Location: Rock Point, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$127.86) as of 04/20/2016.
	17. BSL# NNCH11-0045 Promissory Note	\$9,450.19	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	18. BSL# NNTC11-0082 AB#323191 Store# 7506 Location: Tuba City, AZ	\$ 0.00	Procurement cleared This business site lease account has a zero balance of 04/20/2016.
	19. BSL# SR99-159 AB#183789 Store# 245 Location: Mexican Water, NM	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$0.20) as of 04/20/2016. Store is closed.
	20. BSL# FD99-194A AB#210423 Store# 254 Location: Dilkon, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$9,167.03) as of 04/20/2016.

Name & Address	BSL Store Location	A R Debt Due	Action
Continued from page 2	21. BSL# FD99-194A Promissory Note	\$ 37,746.89	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	22. 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 (\$2,747.80) as of 04/20/2016.
	23. BSL# TC99-187A Store# 233 Location: Kayenta, AZ	\$ 0.00	Procurement cleared This business site lease account has a credit balance of (\$18,205.01) as of 04/20/2016.
	24. BSL# TC99-187A Promissory Note	\$ 27,638.87	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	25. BSL# FD91-146A Promissory Note	\$ 91,723.60	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	26. BSL# CH82-74 Promissory Note	\$143,662.48	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved settlement agreement.
	27. BSL# TC88-117 Promissory Note	\$5,876.05	Procurement cleared. Payment for promissory note is contingent upon completion of a new lease/modification as stipulated in approved 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



THE NAVAJO NATION

RUSSELL BEGAYE President
JONATHAN NEZ Vice President



Environmental Protection Agency Waste Regulatory Compliance Department

P.O. Box 3089 • Physical Address: Morgan Blvd., Bldg. #6656 Window Rock, AZ 86515
Tel: 928.871.7993 Fax: 928.871.7783

May 12, 2016

Mr. Roger Burton, Director
Giant Industries, INC.
Environmental & Government Compliance
1250 W. Washington Street Suite 101
Tempe, AZ 85281

Re: Final Submittal of Phase II Site Work Reports and Tec Nez Iah (TNI) water well Abandonment

Dear Mr. Burton:

Navajo Nation EPA (NNEPA) entered into an environmental agreement with Giant Four Corners, INC. (GFC) in part to an agreement titled, "Global Agreement for Resolution of Outstanding Lease Payment, Lease Issuance or Modification, and Environmental Matters," on March 5, 2014. Phase II environmental site assessment were to be completed on eleven (11) sites listed in Exhibit "C." In addition, a plug and abandonment (P&A) of one water well located at Tec Nez Iah.

Under the March 5, 2014 Agreement Section IV. C. 1-3 (Other Environmental Matters) follow-up phase II site investigations and a P&A at Tec Nez Iah:

1. On March 27, 2015, NNEPA submitted a written "No Further Action" letter for the following Phase II site assessments:
 - a) Nav#134 Giant South Store #7255, Chinle, AZ. USTs were removed in lieu of Phase II.
 - b) NAV#140 Giant #2254, Dilkon, AZ.
 - c) NAV#012 Giant/Conoco #107, Many Farms, AZ.
 - d) NAV#015 Giant North Store#7267, Chinle, AZ.
 - e) NAV#132 Giant Store #7246 Crownpoint, NM
2. As a follow-up to other sites, NNEPA is issuing a "No Further Action" on the following sites:
 - f) NAV#135 Giant Store#7266, Burnham, NM No Phase II required and deemed to be in compliance with the environmental obligation regarding the site.
 - g) NAV#129 Giant Store#7252, Burnside, AZ Phase II completed.
 - h) NAV#122 Giant Store#202, Shiprock, NM No Phase II required and deemed to be in compliance with the environmental obligation regarding the site.
 - i) NAV#117 Giant Store #601, St. Michaels, AZ Phase II completed.
 - j) NAV#126 Giant Store #251, Tohatchi, NM No Phase II required and deemed to be in compliance with the environmental obligation regarding the site.
 - k) NAV#206 Giant Store #106, Rock Point, AZ Phase II completed.

3. NNEPA is issuing a "No Further Action" on the P&A of Tec Nez Iah water well. Giant completed the P&A on March 15, 2016 as agreed to in the Global Agreement pertaining to the environmental obligation.
4. As of May 12, 2016, NNEPA has received all of the reports and these same reports were forwarded to Elaine Young, Manager, Navajo Division of Economic Development Regional Business Development Opportunity (Navajo DED RBDO).

NNEPA confirms that for all environmental work agreed sites for which a Phase II (work and reports) required under Section IV.C.2. of this Globe Agreement was met on May 12, 2016 including Section IV. A. (1-6) to P&A the Tec Nez Iah water well.

NNEPA appreciates your cooperation. If you have any questions or concerns with the above summary, please contact me at 928-871-7993.

Sincerely,



Henry Haven, Geologist
Navajo Nation EPA Leaking Storage Tank Program

xc: Diane Malone, Manager, NNEPA WRCD
Donald Benn, NNEPA Executive Director
Karis Begaye, Attorney, Navajo DOJ
Harrison Karr, Attorney, Navajo DOJ
Elaine Young, Manger, Navajo DED RBDO
Tony Perry, Manger, Navajo DED Project Development
Sally Yabeny, Economic Specialist, Navajo DED
Crystal Deschinny, Navajo DED Executive Director

Addresses:

Diane Malone, Manager
Navajo Nation EPA WRCD
P.O. Box 3089
Window Rock, AZ 86515

Donald Benn, Executive Director
Navajo Nation EPA
P.O. Box 339
Window Rock, AZ 86515

Karis Begaye, Attorney
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Window Rock, AZ 86515

Harrison Karr, Attorney
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Elaine Young, Manager
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Sally Yabeny, Economic Development Specialist
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Tony Perry, Manager
Navajo Nation DED Project Development
P.O. Box 663
Window Rock, AZ 86515

Crystal Deschinny, Executive Director
Navajo Nation DED
P.O. Box 663
Window Rock, AZ 86515

SUPPORTING DOCUMENTS

Giant Four Corners, Inc.

Mutual Termination

Lease No. SR-99-159

1. Executive Summary
2. Letter from Lessee requesting Mutual Termination
3. Copy of Assignment & Assumption of Lease No. SR-99-159
with survey
4. Certificate of Good Standing
5. Procurement Clearance
 - a. Account Receivable

Document No. 005868Date Issued: 04/28/2016**EXECUTIVE OFFICIAL REVIEW**Title of Document: BIA BSL NO. SR-99-159 MUTUAL
TERMINATION Contact Name: YABENY, SALLY AProgram/Division: DIV. OF ECONOMIC DEVELOPMENTEmail: SYABENY@FRONTIERNET.NET Phone Number: (505) 368-1315☒ **Business Site Lease** Sufficient ☒ Insufficient ☐

1. Division: ES Date: 5-4-16 ☒ ☐
2. Office of the Controller: Jessie Date: 5-6-16 ☒ ☐
(only if Procurement Clearance is not issued within 30 days of the initiation of the E.O. review)
3. Office of the Attorney General: LB Date: 5/13/16 ☒ ☐

☐ **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: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

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

1. Office of Management and Budget: _____ Date: _____ ☐ ☐
2. Office of the Controller: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐

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

1. NNEPA: _____ Date: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Lease Purchase Agreements**

1. Office of the Controller: _____ Date: _____ ☐ ☐
(recommendation only)
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Grant Applications**

1. Office of Management and Budget: _____ Date: _____ ☐ ☐
2. Office of the Controller: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **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: _____ ☐ ☐
2. Office of the Attorney General: _____ Date: _____ ☐ ☐

☐ **Relinquishment of Navajo Membership**

1. Land Department: _____ Date: _____ ☐ ☐
2. Elections: _____ Date: _____ ☐ ☐
3. Office of the Attorney General: _____ Date: _____ ☐ ☐



☐ RESUBMITTAL

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM



DOJ	
05/10/16	1119
DATE / TIME	
<input type="checkbox"/> 7 Day Deadline	
DOC #:	005868
SAS #:	
UNIT:	ECDW

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

CLIENT TO COMPLETE

DATE OF REQUEST:	4/27/2016	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. SR-99-159, Mutual Termination for Giant Four Corners, Inc..

DOJ SECRETARY TO COMPLETE

DATE/TIME IN UNIT:	5/10/16 3pm	REVIEWING ATTORNEY/ADVOCATE:	Latoria Johnson
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DATE TIME OUT OF UNIT:

DOJ ATTORNEY / ADVOCATE COMMENTS

Sufficient.

REVIEWED BY: (Print)	Date / Time	SURNAMED BY: (Print)	Date / Time
UBT	5/13/16 243pm	UBT	5/13/16 243pm

DOJ Secretary Called: Tina for Document Pick Up on 5/13/16 at 325 By: AH

PICKED UP BY: (Print) DATE / TIME:

NNDOJ/DRRF-July 2013

