

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

WHEREAS, the Standard Oil Company of California, Western Operations, Inc., and the Tribe have been negotiating a lease for a retail gasoline and accessory station to be located at the junction of State Highway No. 73 and U. S. Highway 60, Navajo County, Arizona, and

WHEREAS, the Company has offered to build said station at an approximate cost of \$27,273.00, and

WHEREAS, the Tribe is to operate said station and repay the said sum of \$27,273.00 at the rate of \$227.28 a month, no interest, and

WHEREAS, the Tribe by accepting said Standard Oil Company's offer would be acquiring a new business with very little capital outlay and with relatively no risk involved.

BE IT RESOLVED by the Council of the White Mountain Apache Tribe that the Chairman and Secretary respectively be authorized to sign a facilities lease for and on behalf of the Tribe with the Standard Oil Company of California, Western Operations, Inc., a copy of said lease marked "Exhibit A" being attached to this Resolution and by reference made a part hereof.

The foregoing resolution was on July 1, 1959 duly adopted by a vote of 8 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (b), (i) and (1) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

APPROVAL RECOMMENDED

~~_____~~: JUL 7 1959

Lester Oliver
Chairman of the Tribal Council

WALTER L. BINGER
Acting Superintendent

Marjorie C. Enfield
Secretary of the Tribal Council

OWNER'S CONSENT

To Standard Oil Company of California, A joint venture of

For good and sufficient consideration, receipt of which is hereby acknowledged, the undersigned, owner of the premises mentioned in the foregoing facilities lease, has hereby consented to all of the terms and provisions hereof. The undersigned further agrees:

1. The property covered by said facilities lease shall be exempt from levy, sale, seizure, or distress for rent due or to become due for the premises above mentioned during the continuance of said facilities lease, or any renewal or extension thereof.

2. To notify you of any default by the Dealer above mentioned in any of the terms or conditions of the lease from the undersigned to him of the said premises or any subsequent lease given by the undersigned to him, and to give you such time as is allowed the Dealer to cure such default, plus thirty (30) days thereafter, in which you may cure such default, should you so elect, before the undersigned declares a termination of such lease as a result thereof. If such default is not cured by the Dealer or by you and the undersigned terminates such lease because thereof, the undersigned will notify you of such action and will make a new lease to you as lessee upon the same terms and conditions as the terminated lease and for the unexpired term thereof, provided you cure such default (or in case of a default which cannot be so cured, you commence such steps to cure the same as the circumstances permit) within thirty (30) days after notice to you of such termination.

3. If at any time the Dealer desires to assign said lease to you, the undersigned consents to such assignment, provided you assume his obligations thereunder.

4. If said lease contains an option on the Dealer's part to extend or renew the same and if he fails to exercise said option within the time specified, the undersigned agrees to notify you in writing of such failure. You shall then have the option, if exercised within thirty (30) days after receipt of such notice, to renew or extend said lease on your own behalf upon all the terms of said option.

The signing of this consent by the undersigned shall not in any manner whatsoever modify the said lease from the undersigned to said Dealer except as provided herein.

Dealer is Owner

Owner.

(Acknowledge here when required.)

SCHEDULE OF EQUIPMENT

- 1 - 54' x 25' 4" masonry service station building with one 48' x 18' 8" canopy over two pump blocks in accordance with Standard Service Stations specifications Section VI, Part "B," and final plans prepared by Lessee, including all partitions, doors, overhead lube room doors, tire rack, work bench, all cabinet work, and shelving, all sash, glass and glazing, all necessary hardware including all door locks, all gutters, drains and downspouts.
- 1 - 4' 4" x 40' 4" fin sign
- 1 - Butane forced air furnace
- 2 - Toilets
- 2 - Lavatories
- 1 - Urinal - stall type
- 1 - 750-gallon septic tank with cesspool or leaching field
- 4 - Lobby computing meter pumps with retractable weight hoses and safety automatic nozzles
- 2 - Sentinel Coxwell Air and Water Well, Regular Head
- 2 - Sentinel Coxwell Air and Water Well, Cash Box Head
- 12 - Slimline fixtures 2 tube 8' w/lamps (Ruby SL592 S.O. 430 M.A.L.L. or equal)
- 2 - Fluorescent fixtures 2 tube 2' w/lamps (Ruby No. 8002-2/24 S.O.N.B.-H.P.F. or equal)
- 3 - Benjamin #5766 Floodlights with lamps (wattage as indicated on the plans)
- 2 - Type I poles
- 8 - Regular Floodlights for fin sign illumination
- 1 - Frame Contact Hoist
- 1 - 1½ H.P. compressor with 80 gallon tank
- 1 - Fire Extinguisher
- 2 - 18" x 24" mirrors
- 2 - Waste baskets
- 1 - Sanitary Napkin container
- 2 - Paper towel dispensers
- 2 - Toilet seat cover dispensers
- 2 - 8,000 gallon underground gasoline storage tanks
- 2 - Boraxo dispensers

All concrete floors, footings, foundations, driveway slabs, tank slabs, pump blocks, etc., as shown on final plans.

All necessary air, water, gasoline, vent, sewer and drain piping, valves, etc., with proper connection to service, as shown on final plans.

All electric wiring complete, including connection to service, as shown on final plans.

Clean up all glass, plumbing, sanitary fixtures, exposed concrete surfaces, including floors, curbs, and yard. Remove all debris. -

FACILITIES LEASE

Executed at Phoenix, Arizona, this 1st day of March 1959.

1. STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC. hereinafter called "Company," leases to WHITE MOUNTAIN APACHE TRIBE, WHITE MOUNTAIN RECREATION ENTERPRISE

hereinafter called "Dealer," for the term commencing the 1st day of August, 1959, and ending the 31st day of July, 1969, the property listed in the schedule attached

hereto, located on or to be installed in accordance with Company's directions and used in connection with the following described premises at Junction of U.S. 60 and Hwy. 73, County, Precinct or Island of Navajo and State or Territory of Arizona:

That certain parcel of land situate and being in the Fort Apache Indian Reservation lying in Section 17 unsurveyed, T. 8 N., R. 20 E., G. & S.R.B. & M., Navajo County, State of Arizona, more particularly described as follows, to-wit:

BEGINNING at the intersection of the southerly right of way line of U. S. Highway 60 and the easterly right of way line of Highway 73; thence easterly along the southerly right of way line of U. S. Highway 60 a distance of 200.00 feet; thence southerly parallel with the easterly right of way line of Highway 73 a distance of 200.00 feet; thence westerly parallel with the southerly right of way line of U. S. Highway 60 a distance of 200.00 feet to the easterly right of way line of Highway 73; thence northerly along the easterly right of way line of Highway 73 a distance of 200.00 feet to the place of beginning containing 40,000 square feet more or less.

2. Dealer's rights in such property are only those herein specified, and such property shall remain personal property even though attached to the realty.

3. Dealer acknowledges that he has thoroughly inspected the property subject to this lease and the same is in good and safe condition, and agrees to maintain said property in said condition. Dealer shall pay all taxes on the property leased hereunder, and shall be responsible for loss or damage thereto. Dealer further agrees to indemnify, defend and hold Company harmless against all expense, liability and claims for damage to property (including Dealer's property) or injury to or death of persons (including Dealer) directly or indirectly resulting from anything occurring from any cause on or about or in connection with the maintenance or operation of the said premises or anything located thereon.

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Noted:
~~Approved:~~ JUL 7 1959

Lester Oliver
Chairman of the Tribal Council

A. J. Berger
Acting Superintendent

May C. Enstield
Secretary of the Tribal Council