

**RESOLUTION OF THE  
RESOURCES AND DEVELOPMENT COMMITTEE  
Of the 23rd Navajo Nation Council---First Year 2015**

**AN ACTION RELATING TO RESOURCES AND DEVELOPMENT; APPROVING AN  
AMENDMENT TO THE NAVAJO NATION HOMESITE LEASE REGULATIONS TO  
RECOGNIZE A RESIDENTIAL LEASE ISSUED BY THE BUREAU OF INDIAN  
AFFAIRS ON AN ALLOTMENT ACQUIRED BY THE NAVAJO NATION PURSUANT  
TO THE LAND BUY-BACK PROGRAM**

**BE IT ENACTED:**

**Section One. Findings**

- A. The Resources and Development Committee of the Navajo Nation Council is empowered to approve procedures for issuing homesite leases pursuant to 2 N.N.C. Sections 501(B(1) and to delegate the authority to issue homesite leases pursuant to 501 (B) (3); and
- B. Pursuant to RDC-289-93, the Resources Committee of the Navajo Nation Council delegated its authority to approve, issues, amend, assign, relinquish, and execute homesite leases to the Navajo land Department in accordance with procedures adopted by the Resources Committee. The procedures are attached as Exhibit A; and
- C. The Navajo Nation will be acquiring interests in allotments through the U.S. Department of the Interior's Land Buy-Back Program for Tribal Nations which implements the land consolidation component of the *Cobell* settlement; and
- D. To address the concerns of present allottees who have Residential Leases issued by the Bureau of Indian Affairs on lands which might be acquired by the Navajo Nation through the Land Buy-Back Program, there is a need to clarify the status of those Residential Leases; and

**Section Two. Amendment of Homesite Lease Regulations**

Resources and Development Committee of the Navajo Nation Council hereby approves the following amendment to the Homesite Lease Regulations.

SECTION XVI. RESIDENTIAL LEASE

If the Navajo Nation acquires an Allotment upon which a resident has a valid Residential Lease issued by the BIA, the Navajo Nation will honor the Residential Lease for the duration of its term, so long as it complies with Section V. (Eligibility Requirements). The holder of the Residential Lease must submit a copy of the valid Residential Lease to the Navajo Land Department. Within 6 months of the expiration of the valid Residential Lease, the resident must begin the process of acquiring a Homesite Lease in accordance with these Regulations..

**CERTIFICATION**

I, hereby, certify that the foregoing resolution was duly considered by the Resources and Development Committee of the 23<sup>rd</sup> Navajo Nation Council at a duly called meeting at Shiprock NECA Complex Conference Room, Shiprock, Navajo Nation (New Mexico), at which quorum was present and that same was passed by a vote of 4 in favor, 0 opposed, 1 abstained this 19th day of January, 2016.



**Benjamin Bennett, Vice-Chairperson  
Resources and Development Committee  
Of the 23<sup>rd</sup> Navajo Nation Council**

**Motion: Honorable Davis Filfred  
Second: Honorable Leonard Tsosie**



EXHIBIT "A"

**HOMESITE LEASE  
POLICY & PROCEDURE**



**PREPARED BY  
OFFICE OF NAVAJO LAND ADMINISTRATION  
December 22, 1993**

RESOLUTION  
OF THE RESOURCES COMMITTEE  
OF THE NAVAJO NATION COUNCIL

Approving the Homesite Lease Policy and Procedures

WHEREAS:

1. The Resources Committee of the Navajo Nation Council is empowered to approve homesite leases and certificate procedures, and promulgate rules and regulations thereto, pursuant to 2 N.T.C., Section 695 (b) (4) (i); and

2. The Resources Committee of the Navajo Nation Council is authorized to delegate authority to the Department Director of the Office of Navajo Land Administration to review and grant individual homesite leases and certificates in accordance with procedures adopted by the Resources Committee (see 2 N.T.C., Section 695 (b) (4) (ii); and

3. The Division of Natural Resources, Office of Navajo Land Administration, was directed to revise and update the existing homesite lease policy and guidelines approved under RCJ-6-88. The recommended Homesite Lease Policy and Procedures is attached hereto and marked as Exhibit "A"; and

4. The Office of Navajo Land Administration, Homesite Section, discussed and recommended revisions with certain tribal programs and departments, including grazing officials, chapter representatives and BIA Real Property representatives during the period of April to September, 1992. A list of the meetings held is attached hereto and marked as Exhibit "B"; and

5. This recommended Homesite Lease Policy and Procedures will benefit qualified applicants who are seeking housing and/or utility assistance through various tribal, state and federal programs. Individuals needing a homesite lease include, but are not limited to, Navajo veterans, elderly members, handicapped persons, burnout case victims, Navajo relocatee(s), and home buyers seeking mortgage; and

6. The Office of Navajo Land Administration (ONLA) strongly recommends that a revolving account be established and administered by the ONLA, Homesite Section, for the purpose of defraying its cost in administering the Homesite Lease Policy and Procedures. The ONLA further recommends that the standard application fee be increased to \$15.00, the resurvey fee increase to \$150.00, and each lessee be required to pay an annual rental fee of \$1.00 for the term of the lease. By supplementing proposed revolving account



monies with annual fiscal year allocations, the Navajo Nation can better serve the demand for homesite leases and requests for surveys at the local level reservation wide; and

7. It is necessary to amend the standard forms that will be used in applying for a homesite lease on Navajo tribal trust or fee lands. The amended forms are consistent with the recommended Homesite Lease Policy and Procedures. The amended homesite lease application, field clearance certification form, consent form, and general notice form to lease fee land and tribal lands within the Eastern Navajo Agency are attached hereto and marked respectively as Exhibits "C", "D", "E", and "F"; and

8. It is to the best of those qualifying applicants seeking a homesite lease on Navajo tribal trust or fee land that the Resources Committee of the Navajo Nation Council approve the recommended Homesite Lease Policy and Procedures as provided in Exhibit "A".

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council approves the Homesite Lease Policy and Procedures as provided in Exhibit "A"; which shall supersede those guidelines approved by RCJ-6-88, pursuant to 2 N.T.C., Section 695 (b) (4) (i).

2. The Resources Committee of the Navajo Nation Council delegates its authority to approve, issue, amend, assign, relinquish, and execute homesite leases to the Department Director of ONLA. The Office of the President or Vice-President will no longer be responsible for executing homesite leases. The delegated authority shall be limited to withdrawal of one (1) acre or less of tribal trust or fee land for residential purposes, excluding authority to withdraw lands for residential subdivision and other types of withdrawals, pursuant to 2 N.T.C., Section 695 (b) (4) (ii).

3. The Resources Committee of the Navajo Nation Council further approves the amended standard forms that will be used in applying for a homesite lease on Navajo trust land or fee land. The standard forms include: The amended homesite lease application, field clearance certification form, consent form, and general notice form to lease fee land or tribal lands within the Eastern Navajo Agency. These amended forms are attached and marked respectively as Exhibits "C", "D", "E", and "F".

4. The Resources Committee of the Navajo Nation Council also approves the recommended rates for filing fee at \$15.00 and a resurvey fee at \$150.00.

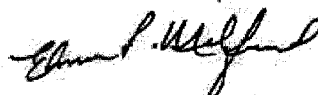
5. The Resources Committee of the Navajo Nation Council further supports the establishment of a revolving account that will be administered by the ONLA, Homesite Section, specifically for

surveying proposed homesites and processing of homesite lease applications and maintaining files for existing homesite leases.

6. All duly certified chapters of the Navajo Nation, respective grazing officials, potential homesite lease applicants, lessee(s), grazing permittee(s), Navajo tribal programs and departments, including the Bureau of Indian Affairs, are advised and directed to adhere to and comply with the Homesite Lease Policy and Procedures as provided in Exhibit "A", effective following the date of approval.

#### C E R T I F I C A T I O N

I hereby certify that the foregoing resolution was duly considered by the Resources Committee of the Navajo Nation Council at a duly called meeting at Window Rock, Navajo Nation (Arizona), at which a quorum was present and that same was passed by a vote of 5 in favor, 0 opposed and 0 abstained, this 22nd day of December, 1993.



Elmer L. Milford  
Chairperson

Motion: Samuel Yazzie  
Second: Frank Guerro

**HOMESITE LEASE  
POLICY AND PROCEDURES FOR  
TRIBAL TRUST/FEE LAND**

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**SECTION I. DEFINITIONS**

- A. "Abandonment" shall mean not making any improvements on the lease premises or vacating the lease premises with improvements for a period of (2) years with no intention of developing the established homesite lease. (One (1) year for vacant lots within a subdivision).
- B. "Fee Land" means lands held by the Navajo Nation in fee title.
- C. "Homesite Lease Applicant (HLA)" means an individual(s) who is applying for a homesite lease on Navajo Tribal trust or fee land.
- D. "Homesite Certificate "means written acknowledgement from the Navajo Nation which allows a home owner to apply for infrastructure or renovation assistance. A certificate is not a lease.
- E. "Homesite Lease" means a written document evidencing approval from the Navajo Nation and the BIA to lease one (1) acre or less of Navajo Tribal trust or fee land for residential purposes.
- F. "Lessee" means an individual(s) who has a finalized homesite lease approved by the Navajo Nation and the BIA.
- G. "Lessor" means the Navajo Nation or its duly authorized designee.
- H. "Local Chapter" shall mean a duly certified chapter of the Navajo Nation, pursuant to 2 N.T.C. S 4001(d).
- 1. "Local Grazing Official (LGO) " means an elected individual who is responsible for grazing matters within their respective district unit boundary. Such grazing official shall mean the District Grazing Committee Member, Eastern Navajo Land Board Member, or Farm Board Member.
- J. "Probate" means the process of collecting a decedent's assets, liquidating liabilities, paying necessary taxes, and distributing property to heirs. These activities are carried out by the executor or administrator of the estate.
- K. "Relinquishment" means surrendering or renouncing one's interest in a homesite lease by allowing such interest to

revert to the Navajo Nation. When it has been determined that the Lessee(s) does not intend to develop the homesite premises, the local chapter will be in a position to recommend relinquishment of such leasehold premises to the ONLA Director.

- L. "Surveyor" means one who determines an area or portion of the earth's surface by length, direction of boundary lines, and contour of surface. The surveyor must be registered with the Office of Navajo Land Administration and with the respective state where he/she surveys.
- M. "Watering Point" means all tribally developed and maintained springs, wells, and charcos or deep reservoirs intended for livestock use.

## **SECTION II. AUTHORITY**

The Resources Committee of the Navajo Nation Council approved this Homesite Lease Policy and Procedures on December 22, 1993, pursuant to RCD-289-93, which shall supersede those guidelines approved by RCJ-6-88. This authority is codified in the Navajo Tribal Code at 2 N.T.C. § 695(b)(4)(i).

## **SECTION III. PURPOSE**

It is the purpose of the homesite lease policy and procedures to regulate the issuance, transfer, relinquishment, amendment, and execution of homesite leases to qualified applicants in a timely manner.

The issuance of a homesite lease is intended to promote individual home ownership for qualified applicants. An established homesite lease provides for the encumbrance of the leasehold interest to secure capital for development of a private dwelling. In addition, this expedited homesite lease procedure shall benefit those Navajo families directly affected by relocation as a result of P.L. 93-531 (as amended). A homesite lease is intended for use in situations where there are no improvements on the proposed homesite lease area. It allows for a procedure that will minimize the potential for dispute among grazing permittees and prospective HLAs.

#### **SECTION IV. SCOPE**

The homesite lease procedure shall apply to Navajo Nation trust or fee lands, including the Navajo Partitioned Land and the Chambers/Sanders Trust Lands (see P.L. 96-305) that are within the territorial boundaries of the Navajo Nation, including satellite Navajo Reservations. This homesite lease policy and procedures does not apply to individual Indian allotments.

#### **SECTION V. ELIGIBILITY REQUIREMENTS**

The following criteria shall be considered in determining eligibility of applicants seeking to obtain a homesite lease on Navajo trust or fee lands:

- A. An applicant must be an enrolled member of the Navajo Tribe.
- B. An applicant must be eighteen (18) years of age or older.
- C. A non-member of the Navajo Tribe is eligible under this section if the Resources Committee finds that:

(I) such individual's presence within the Navajo Nation's Territorial Jurisdiction is of indefinite duration and beneficial to the Navajo Nation; or

(ii) the non-navajo is legally married to an enrolled member of the" Navajo Tribe, and the homesite lease application is submitted jointly under section VII.

#### **SECTION VI. LOCAL GRAZING OFFICIAL**

- A. The LGO shall be responsible for identifying all of the grazing permittee(s) who are directly affected by the proposed homesite application. The LGO may accompany the HLA(s) in asking for consent from the identified permittee(s).
- B. On Navajo Tribal fee land, the LGO shall give general notice to individuals who have grazing privileges within affected range units concerning the proposed homesite development.

- C. The LGO shall be solely responsible for certifying field clearance(s) by executing a field clearance certification form which is approved by the Resources committee of the Navajo Nation Council.
- D. The LGO shall attach the consent form(s) obtained from the directly affected grazing permittee(s) to the field clearance certification form. The field clearance form and consent form(s) shall be submitted with the homesite lease application. The location of the proposed development illustrated on the application must be acknowledged in writing by the LGO. Such acknowledgement is intended to discourage the HLA from changing the location of the proposed homesite after the LGO has made his/her recommendation.
- E. On lands within the Eastern Navajo Agency, the LGO shall be responsible for giving general notice of proposed homesite development to persons who have grazing privileges within respective range management units.
- F. An existing private dwelling not in dispute shall be exempt from field clearance certification requirements, provided that the structure has been established for two (2) or more years and is occupied. The existing private dwelling must be within the exterior boundaries of the proposed homesite lease. The LGO shall be responsible for verifying the stipulations provided herein.
- G. The LGO's tasks are complete when he/she has identified those grazing permittees that are directly affected by the proposed development.

## **SECTION VII. APPLICATION PROCEDURE**

### **Phase One (1) Applicant Responsibility**

- A. The applicant(s) must sign their own names in ink on eight (8) sets of applications. All signatures must reflect the name of the homesite lease applicant(s) (HLA) as recorded by the Navajo Census & Vital statistics Office. If an HLA does not write and a thumb print is used, the thumb print must be applied to all eight (8) applications with two (2) witnesses attesting to each thumb print.

- B. The HLA shall then submit his/her homesite lease application with properly completed field clearance certification and consent form to the ONLA or its agency sub-office for processing of the application.
- C. The HLA shall pay a non-refundable filing fee in the amount of fifteen dollars (\$15.00) by money order payable to the Navajo Nation at the time of filing such application.

**Phase Two (2) Office of Navajo Land Administration**

- A. No branch of the Navajo Nation Government shall deny an application for a homesite lease because of the applicant's sex, religious association, clan membership, political philosophy, personal grudges, chapter affiliation, income, education, public or private status, or tribal affiliation except as limited by Section V.
- B. The ONLA Homesite Section shall be responsible for accepting homesite lease applications and money orders in the amount of fifteen dollars (\$15.00) for the non-refundable filing fee. The ONLA Homesite Section shall provide the HLA(s) with a receipt upon full payment. No partial payments will be accepted. Only originals will be accepted by the Office of Navajo Land Administration (ONLA), Homesite section.
- C. The ONLA Homesite section shall review each homesite lease application by verifying the following items:
  - 1. Legal Name(s)
  - 2. Age
  - 3. Address
  - 4. Census Number
  - 5. Certificate of Indian Blood, if applicable
- D. The ONLA Homesite Section will forward the complete homesite lease application to the ONLA Survey section for survey and legal description.
- E. Upon completion of the survey, the ONLA Survey Section, shall forward the final certified survey plat with legal description to ONLA Homesite Section for further processing.
  - 1. A resurvey fee of \$150.00 will be assessed for any

resurveys. All surveys and resurveys performed by the Survey Section shall be limited to homesite leases.

2. Any survey performed by a private surveyor who is registered with the state where the proposed development is located is permissible, provided that such survey is in accordance with ONLA standards and specifications. (An application for homesite must be reviewed by the ONLA homesite section before the HLA can hire an independent registered land surveyor).
- F. The ONLA Homesite section shall then forward the application, survey plat, and legal description to the Title Examiner's Office for legal review.
  - G. The ONLA Title Examiner's Office shall review all homesite lease applications for legal sufficiency. Any homesite lease application requiring further review or clarification may be submitted to the Navajo Nation Department of Justice, Natural Resources Unit. The NNDOJ, NRU, shall have ten (10) working days to review and comment on such homesite lease applications requiring review or clarification.
  - H. After a homesite lease application has been verified by the ONLA Homesite Section, Survey Section, and Title Examiner's Office, the application shall be submitted to the ONLA Department Director who shall give the final approval on behalf of the Navajo Nation for all homesite leases. The ONLA Homesite section will submit appropriate documents to the agency superintendent for execution and final distribution.

### **Phase Three (3) Final Approval by Bureau of Indian Affairs**

The homesite lease must be executed by the BIA Agency superintendent. The finalized lease should be distributed to the lessee; the Navajo Nation, lessor; and the Southwest Title Plant, BIA, Albuquerque, New Mexico, Land Titles and Records Office.

### **SECTION VIII. ASSIGNMENT**

- A. All finalized homesite leases are transferable by assignment. Assignee(s) must satisfy the same eligibility criteria as the HLA under section V. The lessee(s) must



execute an assignment form to properly assign a homesite lease.

- B. In the event of divorce or probate, the Navajo Nation Courts have jurisdiction to distribute the undivided leasehold interest of a homesite lease. All field clearance(s) shall be recognized and will remain in effect. The involved parties shall notify the ONLA Homesite Section, about any such disposition by a court.
- C. In a probate proceeding, the Navajo Nation Courts may distribute the leasehold interest of an established homesite lease to beneficiaries under a will or to heirs of an Estate. The court may distribute the homesite lease to a non-Navajo surviving spouse or beneficiaries provided such interest is held for the benefit of the heirs.
- D. A lessee may assign a portion of an existing one (1) acre homesite lease to an individual eligible under section V. The assignment shall be surveyed and limited to one-half (1/2) acre. All prior field clearances shall apply to the assignment. All qualified assignee(s) must sign a homesite lease form upon securing the assignment from the lessee.
- E. Any lot within a subdivision cannot be subdivided.
- F. The Assignor and the Assignee must reapply for separate homesite leases with a legal description for each parcel.

#### **SECTION IX. MORTGAGES**

- A. A finalized homesite lease authorizes a lessee to encumber the leasehold interest of a homesite lease for building improvements. The leasehold interest can be mortgaged as security for finance or payment of debt. The lessee may transfer all or part of the leasehold interest to the Mortgagee (Lender) with the understanding that the Mortgagee (Lender) will transfer the leasehold interest back to the lessee when the mortgage has been paid in full.
- B. The mortgage document must be recorded with the Bureau of Indian Affairs Real Property Management Office and the Recorder's Office of the county in which the real estate is located. The Office of Navajo Land Administration will receive copies of the mortgage document from the Bureau of Indian Affairs Real Property Office.

- C. In the event the Mortgagor (Borrower) defaults on the Mortgage, the Mortgagee (Lender) has the authority to foreclose the lien through the Navajo Nation Courts and offer the leasehold interest for sale. The Mortgagee (Lender) may have the right to possession of improvements on the lease premises and rents from the mortgaged property upon default of the Mortgagor (Borrower).

**SECTION X. MODIFICATION**

- A. A finalized homesite lease can be modified at the written request of the lessee, which shall be limited to change in marital status or change in the lessee's name due to marriage or census record. The ONLA Department Director shall have authority to approve requests for modification.
- B. The requested modification must be accompanied by a copy of the marriage license, court order, and certificate of Indian Blood depending on the nature of request.

**SECTION XI. RELINQUISHMENT OF HOMESITE LEASE**

- A. The lessee may surrender or renounce his/her interest in a homesite lease by signing a relinquishment form provided by the ONLA.
- B. The lessee shall submit such relinquishment form to the ONLA or local sub-office thereof.
- C. The ONLA Department Director shall have authority to grant all requests for relinquishment.
- D. The ONLA Homesite section will forward all relinquishment forms to the BIA, Agency Superintendent, for final approval.

**SECTION XII. ABANDONMENT**

- A. The local chapter shall be responsible for notifying the ONLA Homesite Section or local sub-office thereof, to make its recommendation to cancel an established homesite lease

that has been abandoned for two (2) years or more. The local chapter must comply with the following procedures before making its recommendation to cancel an abandoned homesite lease:

1. The local chapter must give notice of intent to cancel by certified mail to the respective lessee(s).
2. In situations where the local chapter does not know the address of the lessee(s), the local chapter must publish a general notice of intent to cancel in the local newspaper, post a notice at the nearest chapter house or in one or more local trading posts, and announce its plans in English and in Navajo on a local radio station for a period of one (1) week.
3. If the lessee(s) responds within the thirty (30) days, but does not desire to develop the homesite lease, the respective lessee(s) shall have first option to assign their interest in the homesite lease to a qualified applicant(s) of his or her choice.
4. After thirty (30) working days from public notice of intent to cancel and no response is received, the local chapter shall recommend cancellation of the established homesite lease premises to the ONLA Department Director by certified chapter resolution.
5. The ONLA Department Director shall have the authority to cancel the abandoned homesite lease as recommended by the local chapter. If cancelled, the abandoned homesite lease shall revert to the Navajo Nation.

### **SECTION XIII. OBJECTION**

#### **A. Affected Permittee.**

1. An objecting permittee must show that he or she is directly affected by the proposed homesite lease within his/her grazing use area. The grazing permit or land use permit must be within the district unit boundary of the proposed homesite lease.
2. Persons who do not make beneficial use of a grazing permit or do not have an interest in a valid grazing

permit and/or land use permit for the area containing the proposed homesite lease do not have grounds to object.

3. Grazing permittees who meet criteria one (1) above may file a written objection with the Office of Navajo Land Administration or any sub-office thereof any time prior to the granting of the proposed homesite lease by the ONLA Department Director.
4. The objecting party must attach a copy of his or her valid grazing Permit and/or land use permit, including an officially recognized customary use area map, where applicable, with his or her written objection.

B. Meeting.

1. Objectors who meet criteria under section XII A(3)(4) may request a meeting with the ONLA Department Director.
2. The ONLA Department Director shall make determination whether to grant the request for a meeting.
3. If the request for meeting is granted, the ONLA Department Director shall schedule a meeting between the parties within twenty (20) working days from the date the objection was received, giving both parties ten (10) working days notice of the date, time and place of the meeting. No verbal objection or verbal request for a meeting will be accepted by the Office of Navajo Land Administration.
4. Any request for continuance shall be considered by the ONLA Department Director, in which ten (10) working days notice must be given to the parties of the new date, time and place of the rescheduled meeting.
5. The ONLA Department Director, the ONLA Title Examiner, and an ONLA Homesite section representative shall be present at the meeting to review all relevant documentation, provide technical assistance, and conduct the meeting. The meeting is intended to allow the parties to resolve their differences informally without legal representation. Legal representation is permissible, provided that both parties are legally

represented at the meeting. Both counsels must be present at the meeting.

6. If differences have not been resolved, any party may appeal in writing to the Resources Committee of the Navajo Nation Council. The ONLA Department Director shall have ten (10) working days to contact and schedule a hearing before the Resources Committee. When a hearing date has been determined, the ONLA Department Director shall give ten (10) working days notice of the date, time, and place of the scheduled hearing before the Resources Committee. The Resources Committee is authorized to review and decide disputes and complaints relating to homesite lease applications or certificates by 2 N.T.C. § 695(b)(4)(i). Decisions of the Resources Committee shall be final subject to appeal to the Navajo Nation District Court. The appeal shall be limited to a review of the administrative record.
7. If it has been determined that the objecting party has no grounds to object or if the objection is received after the homesite lease application has been granted, such homesite lease application will be processed and finalized.
8. The ONLA Department Director shall be responsible for the following items:
  - i. Developing meeting procedures,
  - ii. Developing a Memorandum of Understanding (MOU) that describes the settlement reached through the meeting,
  - iii. Preparing and maintaining the minutes of the meeting, including other relevant documentation produced at the meeting, and
  - iv. Developing all notice(s) and mailing such notices to the parties involved by certified mail.

C. Denial and Request for Reconsideration.

1. If an application for homesite lease is denied, the HLA may file a request for review to the ONLA or any sub-office thereof.

2. The HLA must provide the Office of Navajo Land Administration with the following documentation:
    - i. Homesite Lease Application
    - ii. Field Clearance Certification, if applicable
    - iii. Verification of Permittee Consent, if applicable  
and
    - iv. Certificate of Indian Blood, if applicable.
  3. If it has been determined that the HLA has met all of the requirements' in applying for a homesite lease, the ONLA Department Director shall report his findings to the LGO with a recommendation.
  4. The HLA will be given a copy of the findings and recommendation prepared by the ONLA Department Director. The HLA shall be responsible for requesting the LGO to review the homesite lease application, provided that the ONLA Department Director has verified that the HLA is in compliance with the homesite lease policy and procedures.
  5. The ONLA Department Director shall make the final decision based on the LGO's recommendation. Administrative review by the Navajo Nation would be complete at this stage.
- D. The written objection shall be addressed to:
- Office of Navajo Land Administration  
Attn: Director  
Post Office Box 9000  
Window Rock, Arizona 86515
- E. Any dispute arising from a finalized homesite lease may be appealed to the Navajo Nation Courts by the disputing parties.
- F. All homesite lease applications denied within the Eastern Navajo Agency are subject to review and mediation by the Eastern Navajo Land Board (ENLB). The ENLB shall exercise its authority to mediate disputes concerning homesite lease applications without ONLA Department Director review. If



mediation is not successful, the parties may request for review and decision by the Resources Committee of the Navajo Nation Council. (See 3 N.T.C. § 238(3)). All requests for appeal to the Resources Committee shall be subject to the procedures provided at Section XII (b)(6).

**SECTION XIV. APPLICATION/LEASE RESTRICTIONS**

- A. An established homesite lease is intended for residential purposes only and is not to be used for any other purpose.
- B. A homesite lease is not a business site lease.
- C. A homesite lease is not a grazing permit.
- D. A qualified HLA may apply for one (1) homesite lease within a land management district.
- E. The Navajo Nation advises all applicants not to disturb or to construct on the proposed site before final evaluation by the Navajo Nation Historical Preservation Department.
- F. No homesite lease application shall be considered by the LGO when it has been determined that the site is on lands which have been withdrawn or otherwise obligated for community purposes or when it is determined that the homesite would contravene local land use ordinance.
- G. Written authorization from the District Grazing Committee is required if the proposed homesite is within a half mile of government or Navajo tribal developed permanent livestock watering point. (See 3 N.T.C. § 714, et seq.)
- H. A lessee(s) shall not engage in any illegal activities on an established homesite lease.
- I. Any proposed homesite lease application which is not in compliance with this homesite lease policy and procedures will not be accepted by the ONLA Department Director.
- J. Navajo trust land cannot be sold. If the improvements that are permanently affixed to the leasehold are sold, the leasehold interest must be assigned at no additional cost.

- K. A homesite lease application is not considered a lease, therefore it is not transferable by assignment or court order.

**SECTION XV. TERM**

A finalized homesite lease shall have a term of sixty-five (65) years, which shall commence on the date the application is executed by the Navajo Area Director or his designee or authorized representative, and shall expire on the sixty-fifth anniversary of the date of execution.

**SECTION XVI. RENEWAL OF LEASE**

- A. An expired homesite lease is subject to renewal for a period of twenty-five (25) years upon approval by the ONLA Department Director.
- B. The Lessee may renew his or her homesite lease anytime within six (6) months from the expiration date of the existing homesite lease by giving written notice to the ONLA Department Director.
- C. The renewal of the lease will be granted by the ONLA Department Director provided the annual fee for the existing lease is paid in full. The existing homesite lease must not be pending litigation before any court of the Navajo Nation.
- D. The ONLA Department Director shall then forward the executed homesite lease to the Agency Superintendent for review and approval.

**SECTION XVII. ANNUAL FEE**

The lessee(s) shall pay a non-refundable annual fee to the Navajo Nation, lessor, in the amount of one (1) dollar for each year at the term of the homesite lease. Such annual fee must be paid each year in advance, following the date of execution for the term of the lease. (See 16 N.T.C. § 204(12)).

Nonpayment of fees shall be cause for cancellation of the lease. The lessee may at his/her discretion pay the total amount due prior to expiration of the homesite lease.

**SECTION XVIII. AMENDMENTS**

This policy and procedures may be amended or superseded as needed by majority vote of the Resources Committee of the Navajo Nation Council. The Department Director of the ONLA shall be responsible for recommending and preparing needed amendments to this policy and procedures for consideration by the Resources Committee.



## FLOW CHART

### REVISED HOMESITE LEASE POLICY AND PROCEDURE

#### PHASE ONE (1)

APPLICATION FOR HOMESITE LEASE

Prepared by Homesite Lease Applicant (HLA)

#### PHASE TWO (2)

FIELD CLEARANCE FORM AND CONSENT FORM

Prepared by Local District Grazing Committee Member  
(LDGCM)

#### PHASE THREE (3)

OFFICE OF NAVAJO LAND ADMINISTRATION (ONLA)

Filing Fee, Survey, Legal Description, and NAVAJO NATION

#### PHASE FOUR (4)

Finalization of Homesite Lease  
Executed and Distributed by representative BIA, Agency  
Real Property Offices

## **STAFF DIRECTORY**

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