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 AMENDMENTS TO THE NAVAJO NATION HOMESITE LEASE REGULATIONS

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 (Exhibit F), the Resources Committee of the Navajo Nation Council delegated its authority to approve, issue, amend, assign, relinquish, and execute homesite leases to the Navajo Land Department in accordance with procedures adopted by the Resources Committee; and

C. The Division of Natural Resources Navajo Land Department is proposing amendments to the Homesite Leases Policy and Procedures approved by RCD-289-93, attached as Exhibit "F." The recommended Homesite Lease Regulations are attached hereto and incorporated herein as Exhibit "A"; and

D. With the assistance of Navajo Nation Divisions, Grazing Officials, Chapter Officials, Chapter administration employees; Land Boards, Farms Boards, and BIA Real Estate Services representatives, the Homesite Section of the Navajo Land Department conducted public hearings from August 2007 to date to obtain comments and recommendations on the revisions of the Homesite Lease Regulations. Navajo Land Department conducted many education/public hearings and meetings, provided news media releases and publications. Examples of these activities are attached hereto and marked as Exhibit "B"; and

E. The proposed amended Homesite Lease Regulations will benefit qualified applicants who are seeking housing assistance and/or utility infrastructure assistance through various Navajo

Nation Divisions, Enterprises, and State and Federal programs. Individuals obtaining a homesite lease include but are not limited to Navajo citizens with tribal census numbers and home buyers seeking home loan financing; and

F. The Navajo Land Department recommends the establishment of a proprietary fund account to be administered by the Navajo Land Department Homesite Section for the purpose of defraying the costs of administering the Homesite Land Offices, recording of homesite leases in the Navajo Land Title Data Systems, providing public education outreach programs, and enforcement of the Homesite Lease Regulations. By supplementing proposed proprietary fund account monies with annual fiscal year allocations, the Navajo Nation can better provide homesite lease related services to the Navajo People; and

G. The Navajo Land Department recommends the approval of the Homesite Lease Application Fee Schedule which includes: an increase of the standard homesite application, assignment, amendment, and termination fees to $30.00; the resurvey fee increase to $350.00; and an annual rental fee of $12.00 for the term of the homesite lease. The Fee Schedule is attached on page 23 in Exhibit "A"; and

H. The Navajo Land Department recommends the approval of the Homesite Lease Penalties and Fines Fee Schedule attached at page 23 of Exhibit "A." Fines and Penalties would be assessed for situations such as illegal parking of trailer or mobile home, storage sheds and corrals without a lease or permit to improve, and illegal burial; and

I. The Navajo Land Department recommends creating five (5) new Compliance Officer positions to the Navajo Land Department Fiscal Year Budget Appropriation and increased operation costs to enforce the Homesite Lease Regulations within the five agency Navajo Land Offices; and

J. It is necessary to amend the standard forms that will be used in applying for a homesite lease on the Navajo Nation Trust Land and Fee Land. The amended forms are consistent with the proposed amendments to the Homesite Lease Regulations, which will include amendments of Homesite Application FORM 1; Field Clearance Certification FORM 2; and consent FORM 3 for Navajo Trust / Fee Land. These forms are attached hereto and marked respectively as Exhibits "C," "D," and "E"; and

K. It is in the best interest of qualified applicants seeking a homesite lease on Navajo Trust or Fee Land that the Resources and Development Committee of the Navajo Nation Council approve the recommended amended Homesite Lease Regulations, attached hereto as Exhibit "A."

Section Two. Approvals

A. Resources and Development Committee of the Navajo Nation Council hereby approves the Homesite Lease Regulations, attached hereto as Exhibit "A," which shall supersede Homesite Lease Policy and Procedures approved by RCD-289-93; and

B. The Resources and Development Committee of the Navajo Nation Council approves the amended standard homesite lease application forms which include Homesite Application FORM 1; Field Clearance Certification FORM 2; and Consent FORM 3 for Navajo Trust and Fee Land. These forms are attached hereto as Exhibits "C," "D," and "E"; and

C. The Resources and Development Committee of the Navajo Nation Council approves the Homesite Lease Regulations Application Fee schedule, attached at page 23 of Exhibit "A"; and

D. The Resources and Development Committee of the Navajo Nation Council approves the Homesite Lease Penalties and Fines Fee Schedule, attached at page 23 of Exhibit "A"; and

E. The Resources and Development Committee of the Navajo Nation Council recommends the establishment of the Navajo Land Department proprietary fund account to be administered by the Navajo Land Department Homesite Section, for the purpose of defraying the costs of administering the Homesite Land Offices and providing public education/awareness, upgrades of survey equipment/software, processing of homesite lease applications and maintaining homesite lease historical records; and

F. The Resources and Development Committee of the Navajo Nation Council recommends to the Navajo Nation Council the approval of budgets for five (5) new Compliance Officers positions and budgets for increased operation costs to enforce the Homesite Lease Regulations within the five agency Navajo Land Offices.

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 3 in favor, 2 opposed, 1 abstained this 4th day of October, 2016.

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

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

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 # 0380-16: An Action Relating Resources and Development; Approving the Amendments to the Navajo Nation Homesite Lease Regulations. *Sponsor: Honorable Alton Joe Shepherd*

Has had it under consideration and report a DO PASS with the following amendment language:

Delete Exhibit A, and replaced with the attached "Homesite Lease Regulations" as the new Exhibit "A."

And thereafter approved the legislation..

Respectfully submitted,

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

Date: October 4, 2016

Amendment # 1 to Delete Exhibit A attached to legislation and replaced with attached finalized Exhibit "A"
Motion: Walter Phelps
Second: Leonard Pete
Vote: 5-0-1 (CNV)

Amendment # 2: In new Exhibit "A", page 7, delete paragraph D(4) and renumber accordingly.
Motion: Walter Phelps
Second: Davis Filfred
Vote: 5-0-1 (CNV)

Main Motion: Leonard Pete
Second: Davis Filfred
Vote: 3-2-1 (CNV)

EXHIBIT "A"

HOMESITE LEASE REGULATIONS 2016

Prepared by:
Navajo Land Department
Division of Natural Resources
Department of Justice

Approved:
October 4, 2016
RDCO-74-16

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SECTION 1.00 AUTHORITY

1.01. Pursuant to 2 N.N.C. § 501 (B) (3), the Resources and Development Committee has authority to delegate its authority to approve homesite and residential leases to the Navajo Land Department by approving rules and regulations implementing the delegation of authority. Pursuant to Resources Committee Resolution No. RCD-289-93, the Resources Committee of the Navajo Nation Council delegated its authority to the Department Manager, NLD, to review and grant homesite leases. With the approval of the Navajo Nation General Leasing Regulations of 2013 by the Secretary of Interior pursuant to the Navajo Nation Trust Land Leasing Act of 2000, 25 U.S.C. § 415(e), the Navajo Nation is authorized to unilaterally issue Leases, except mineral Leases and Rights-of-Way, without the approval of the Secretary. These amendments to the Homesite Lease Regulations shall supersede the previous procedures approved by RCD-289-93 and implement the Navajo Nation General Leasing Regulations of 2013 as they relate to Homesite Leases. The Homesite Lease Regulations may be amended by the NLD consistent with applicable laws.

SECTION 2.00 PURPOSE

2.01 To implement the Navajo Nation General Leasing Regulations of 2013, which authorizes the Navajo Nation to issue Leases, except mineral Leases and Rights-of-way, without the approval of the Secretary.

2.02 To regulate the issuance of Homesite Lease amendments: assignment, termination, and modification of leases on Navajo Nation trust and fee lands.

2.03 To promote home ownership for qualified Navajo, Navajo with spouse, and beneficial non-Navajo applicants by providing for the encumbrance of the Lessee's interest in the leasehold to secure capital for development of a private dwelling.

2.04. To promote and encourage housing for public purposes by the Navajo Nation or Navajo Nation Tribally Designated Housing Entity (TDHE) and housing subdivisions by public, private, and/or non-profit entities.

SECTION 3.00 SCOPE

3.01 The Homesite Lease Regulations shall apply to Navajo Nation trust and fee lands, which are within the boundaries of the Navajo Nation, as well as any allotments held by the Navajo Nation government.

SECTION 4.00 APPLICANT ELIGIBILITY REQUIREMENTS

4.01 An applicant must be an enrolled member of the Navajo Nation; however, a non-member of the Navajo Nation who is legally married to an enrolled member of the Navajo Nation may be eligible through joint husband-wife application. There must be proof of such legal marriage, by issuance of a valid marriage license or Navajo Nation Court Order validating a marriage under the laws or jurisdiction of the Navajo Nation or any State. A non-member is also eligible if such individual's

presence within the Navajo Nation's territorial jurisdiction is of indefinite duration and beneficial to the Navajo Nation. Non-member eligibility can be determined in the following instance and manner:

A. Non-member eligibility will be determined by the approval of a Housing Subdivision Master Lease which pre-approves the issuance of individual homesite leases, subleases, or assignments, to non-members that meet certain well defined requirements, documenting skills beneficial to the Navajo Nation, and whose presence is of indefinite duration.

B. Homesite lease applications that are not within a Housing Subdivision Master Lease or housing for public purpose lease will be determined on a case-by-case basis by the NLD.

4.02 An applicant must be eighteen (18) years of age or older.

SECTION 5.00 AMOUNT OF LAND AVAILABLE

5.01 An applicant can apply for only one Homesite Lease, with the lease premises generally limited to one (1) acre or less of tribal trust or fee land, excluding withdrawals of lands for residential subdivisions and other types of withdrawals.

SECTION 6.00 ANNUAL RENTAL FEE

6.01 Lessee shall pay the Navajo Nation, in lawful money of the United States, a monthly rental of One Dollar ($1.00), or $12.00 per year. Lessee agrees that no refund or reimbursement of money paid in advance shall be made in the event of early termination or partial condemnation.

6.02 Rental payments are due and payable on or before the effective date of the Lease and thereafter on or before each anniversary date of the Lease. Lessee may pay the annual rent fee in advance at any time prior to the expiration of the Lease. Rental payments shall be made by money order made out to "Navajo Nation," and shall be paid at the local agency NLD Office. Failure to make rental payments when due shall constitute a default under the Lease.

6.03 On a housing for public purpose Master Lease or housing subdivision Master Lease, an annual rental fee shall not be assessed by NLD until an individual homesite lease is issued to an applicant.

SECTION 7.00 TERM

7.01 Lessee shall have and hold the leased premises for a term of seventy-five (75) years, beginning on the date of approval of the Lease by the Navajo Nation. Lessee shall give written notice of intent to renew this Lease to the Director of the NLD, or its successor at least six (6) months, but no more than twelve (12) months, prior to the expiration date of the lease. Renewal of the Lease is subject to the approval of the Navajo Nation and to the provisions of Navajo Nation law and these regulations.

SECTION 8.00 APPLICATION PROCEDURES AND REQUIREMENTS

8.01 APPLICATION PROCEDURES: Homesite Lease Applications will be made available at the NLD or its agency sub-offices. Homesite Lease Applications are also available on the NLD Website: www.dinehbikeyah.org. A complete Homesite Lease Application package consists of:

A. Homesite Lease Application - FORM 1. An applicant must fill out the Homesite lease application using black or blue ink, or must type the application. If the applicant is unable to sign the application, a thumb print is required for acknowledgement. The thumb print must be provided in the presence of an NLD staff member with one (1) witness from NLD attesting to the thumbprint.

1. Type of Tenancy: An applicant should specify how they want to receive the grant of a lease: as a Single Person, or co-tenants—joint tenants with the right of survivorship, tenants in common, or community property. Future property disposition will be determined by this status in cases of divorce, death of a Lessee, or probate of a Lessee's estate. If applicants want to file as "Joint Tenants with Right of Survivorship" or "Community Property", a copy of the marriage license or validating Court Order is required, if applicable.

The following information shall be attached to the application before submission for processing at the Navajo Land Agency offices:

2. Certificate of Navajo Indian Blood/Tribal Enrollment Identification Card: The applicant(s) must attach an original Certificate of Navajo Indian Blood. Copies of Certificates of Indian Blood can be obtained from the Agency Vital Records Office. All personal data must correspond with the Certificate of Navajo Indian Blood such as: Name(s), age(s), census number(s) and signature(s).

3. Archaeological Clearance: A receipt showing the applicant paid for an Archaeologist to conduct a survey must be attached to the application, if applicable, before the application will be processed.

4. Cultural Resources Compliance Form: Applicant shall attach the Cultural Resources Compliance Form, reviewed and signed by the Historic Preservation Department, to the homesite lease application. This form must be attached to the application before the application will be processed.

5. Non-refundable Application Fee: Applicant must submit a $30.00 money order payable to: The Navajo Nation, P.O. Box 2249, Window Rock, Arizona, 86515. Upon review and acceptance of the home site application, the NLD will issue a receipt for the filing fee.

B. Homesite Lease Application FORM 1 – Section 2: The applicant shall ensure that the Grazing Official (GO) or Land Board Official, as applicable (LBO) (collectively GO/LBO) physically verifies and acknowledges the proposed home site location utilizing a hand-held Global Positioning System (GPS) unit by reading the Latitude/Longitude coordinates in North American Datum 1983 (NAD83), identifying the center point of the proposed home site location, and write the coordinates onto the Homesite Lease Application. If the homesite

location is changed after acknowledgement is made by the GO/LBO, it will render the Homesite Lease Application invalid.

C. GO/LBO must complete the Field Clearance Certification Form 2.

D. Homesite Lease Consent FORM 3: The GO/LBO shall complete the Field Clearance Certification before the applicant(s) can obtain written consent from the individual(s) who has/have been identified by the GO/LBO on the Field Clearance Certification as valid grazing permittees within the proposed homesite lease area. Thereafter, the applicant shall obtain written consent from affected permittees listed on the Field Clearance Certification, if required.

1. Navajo Partitioned Lands: No Consent is required from a Grazing permittee within the Navajo Partitioned Lands until grazing permits are reissued.
2. Acknowledgement: After the applicant obtains written consent from the permittees listed on the Field Clearance Certification, the GO/LBO must acknowledge the signatures on the consent form.
3. Only the Valid Grazing Permittee that will be affected within a half (½) mile radius of the propose homesite lease location shall consent.

E. Land Survey Plat: Certified land surveys must be conducted by a private land surveyor who is licensed and registered with any State within the United States. Private licensed land surveyors must register with the Navajo Nation Business Regulatory Department. Private land surveyors must obtain permission to survey from the NLD.

Certified land survey plats must contain a United States Geological Survey (USGS) Quadrangle Topographic Map of the location of the legal land survey and must have the Latitude and Longitude at the Survey Tie Points and Point of Beginning (POB) on the survey plat. The survey plat shall be drawn on a legal size (8½ in x 14 in) document. All corrections of land surveys must be completed by a registered land surveyor.

1. Re-Surveys: Certain circumstances may occur that require the NLD or private land surveyor to re-survey. These include, but are not limited to, shifting the homesite location and re-identifying the corners (rebars). The NLD may re-survey only if the NLD conducted the original certified land survey plat. If the survey that needs to be redone was conducted by a private land surveyor, that surveyor or another private surveyor must redo the survey.

F. Biological Data Request Form for Biological Resource Clearance: The applicant shall complete the Biological Data Request Form and submit it with a money order or cashier's check payable to the Navajo Nation for Biological Resource Clearance with the processing fee of $32.50.

8.02 Environmental Review Form: The applicant shall complete the environmental review form and submit it to the Navajo Land Department for review by the Environmental Reviewer.

8.03 Forestry Compliance letter, as applicable: If the homesite lease application is for a location in the Navajo Nation Commercial Forest or restricted Woodlands, Section 8.05(A) shall apply to the homesite lease application.

8.04 Upon verification for quality assurance by the NLD Agency Offices, the Homesite Lease Application package will be submitted to the NLD Manager or authorized designee who will give final approval on behalf of the Navajo Nation. The NLD will submit the following appropriate approved documents to the respective Bureau of Indian Affairs, Agency Real Estate Services, for recording.

A. Navajo Nation Department of Fish & Wildlife (Biological Resources Compliance Form).

B. Historic Preservation Department (Cultural Resources Compliance Form)/Archaeology (Archaeology Inventory Report);

C. Navajo Forestry Department (Forestry Compliance Letter), as applicable – see Section 8.05 (A).

D. Registered surveyor (certified land survey plat).

8.05 Additional Application Requirements

A. Forest or Woodland: If the proposed homesite is within the Navajo forest or woodlands, the GO shall advise the applicant(s) to contact the Navajo Forestry Department. The Navajo Forestry Department shall determine whether the proposed homesite will impact the Navajo Nation forest or woodland pursuant to RCJY-142-92. The Forestry Department may issue a letter stating requirements and conditions to proceed with the proposed home site lease application.

B. Highway Access: If access to a highway is required for ingress and egress, the proposed homesite lease applicant must contact the appropriate Navajo or State Department of Transportation for Highway access clearance.

C. All applicants and lessees shall provide NLD with a current valid address or any changes at all times.

8.06 Conveyance within Housing Subdivision: When an applicant applies for a conveyance of a lot within a subdivision, the applicant will be responsible for all costs associated with the conveyance.

A. A Housing Subdivision which is subject to a Master Lease for Single-family residential development or housing for public purpose, where development has taken place and which is ready for conveyance of individual lots to applicants, shall be classified as a "developed area."

B. Within a "developed area" only this Section 8.06 shall be used and the other application procedures and requirements of Sections 8.0 and 9.0 shall not apply. A Housing Subdivision may develop and use its own application form subject to the approval of the NLD.

C. A Homesite Lease within a subdivision shall be limited to the term of the Housing Subdivision Master lease. Upon renewal of the Housing Subdivision Master Lease, all of the eligible individual Homesite Leases will be renewed for a corresponding period.

D. Where there are rules and regulations related to the Housing Subdivision, special conditions or changes for the occupation of Homesite Leases within the subdivision, or a Declaration of Covenants, Conditions and Restrictions, the applicant will be provided with a copy of these documents by the Housing Subdivision Developer or TDHE, and the existence of these restrictions will be referenced on the individual Homesite Lease.

E. The holder of a Housing Subdivision Master Lease shall be the Housing Subdivision Developer or TDHE. The Housing Subdivision Developer, the TDHE, or the governing body of the Home Owners Association specified in the governing documents for the Housing Subdivision identified in Section D above, and not the NLD, shall be responsible for monitoring enforcement of these restrictions.

SECTION 9.00 ENVIRONMENTAL REVIEW PROCESS

9.01 Environmental Reviewer: The Environmental Reviewer ("ER") insures and conducts the ER required under these regulations. The ER is responsible for carrying out the Environmental Review Process ("ERP") for homesite leases pursuant to the Navajo Nation General Leasing Regulations of 2013. The ER will consult with the relevant Navajo Nation agencies and determine which agency is responsible for making compliance findings for each of the areas and/or laws identified in these regulations and 2 N.N.C. § 2384 of the General Leasing Regulations.

9.02 Action on Leasing Decisions Subject to Completion of ERP.

A. Each homesite lease must go through the biological and archaeological review.

B. Review must be conducted of all laws listed at 16 N.N.C §2384 (CO-53-13), as well as, any other relevant laws as applicable.

9.03 Environmental Review Process Exemptions

A. The department conducting biological or archaeological clearance shall develop an internal procedure that exempts proposed homesite leases from thorough review if the area meets exclusion criteria.

B. The departments may work with individual Chapters to identify land withdrawal designation areas for residential development. A Chapter, at their expense, will conduct environmental studies as required within a tract of land before any development occurs.

9.04 Conditional Compliance Determination Summary

A. Compliance Determination Summary issued with a requirement of mitigation or a "conditional approval" requires the lessee to comply with the conditions stated. If these

conditions are not met, the homesite lessee is in violation of the lease, and the lease may be terminated at the Nation's discretion.

9.05 Compliance Determinations from Earlier Environmental Review Documents

A. If an existing homesite lease underwent an environmental review pursuant to these regulations, prior Homesite Lease Regulations, or other applicable law, or constructed dwellings prior to 1974, those review determinations may be utilized to meet compliance requirements.

B. The ER shall review the previous environmental review documents to determine whether a new review is necessary, or whether the previous environmental review adequately assesses the impacts of the prior leasing decision.

SECTION 10.00 INCOMPLETE PENDING APPLICATION

10.01 PENDING APPLICATION: A homesite lease application that is incomplete for one or more of the following reasons shall be returned to the applicant as an incomplete application within two (2) years from the date of submission:

A. Lack of Land Use Consent;

B. Lack or disapproval of Biological Resource Clearance;

C. Lack or disapproval of Environmental Compliance Determination Summary;

D. Lack or disapproval of Cultural Resource Compliance/Archaeological Survey Clearance; and

E. Lack of a land survey.

SECTION 11.00 NAVAJO NATION FEE LAND

11.01 An applicant may apply for a homesite lease (FORM 200UL) on Navajo Nation fee land with the understanding and agreement that they are responsible for paying any and all property taxes, assessments, fees or liens directly to the local county tax assessor's office.

11.02 The Title Section will record the approved homesite lease on fee land with the County Recorder's Office.

SECTION 12.00 HOMESITE LEASE ABANDONMENT

12.01 Lessee shall develop the leased premises within two (2) years of the effective date of the homesite lease. Prior to the expiration of said period, lessee may request in writing from the Nation an

extension of the development period for a period not to exceed two (2) additional years. Failure to develop the leased premises according to this provision shall constitute abandonment.

12.02 The GO/LBO or NLD compliance officer shall be responsible for notifying the NLD Manager to make recommendations to cancel a homesite lease that has been abandoned. All such recommendations shall be supported by a field visit and written report verifying that the home site lease premises has been abandoned.

12.03 A homesite lease that has been abandoned shall be processed for termination by the NLD according to the following procedures:

A. NLD shall provide notice of intent to cancel by certified mail to the respective lessee's address on file with NLD. In situations where the address of the lessee is unknown, the notice shall be posted at the nearest chapter house.

1. Lessee has thirty (30) days to respond to the notice of cancellation. If the lessee does not desire to develop the homesite lease, the lessee shall have the first option to assign the homesite lease to a qualified applicant for a fee to recover cost and expenses for the original application or voluntarily terminate the homesite lease.

2. If the lessee fails to respond within thirty (30) days, the NLD will terminate the homesite lease.

12.04 The NLD Manager shall have the authority to terminate the abandoned homesite lease, as required by these regulations.

12.05 For termination of homesite leases issued prior to these regulations, any termination action shall be consistent with the requirements of Navajo Nation and applicable Federal laws.

12.06 If the abandoned homesite lease is terminated, it shall revert back to the Navajo Nation.

SECTION 13.00 ASSIGNMENT, AMENDMENT, MODIFICATION, OR TERMINATION OF HOMESITE LEASES

13.01 A homesite lease may be assigned, amended, modified or terminated through the NLD by application of the lessee or through a court order. To verify the intent of the lessees, the lessees will have to make their application in person at the Agency NLD offices. The applicant shall provide a copy of an approved homesite lease issued by the NLD or BIA, in order to amend the lease document. A non-refundable application processing fee will be assessed. (Refer to Fee Schedule). In the event the homesite lease or any interest therein is mortgaged or pledged as security for a loan, separate approval may be required by the lender, sureties, or loan guarantors.

13.02 Assignment: To assign an approved homesite lease to another eligible person, the Lessee/Assignor and proposed Assignee shall submit a new homesite lease application FORM 1 with the following documents attached to the application:

A. Certificate of Indian Blood.

B. Certified Legal Survey Plat utilizing a BLM Cadastral monument, if applicable.

C. A Cultural Resource Compliance Form with Archaeological Survey Clearance Form, as may be applicable, issued by the Navajo Historic Preservation Department.

D. Biological Resource Compliance Form approved by the Navajo Fish and Wildlife Department, if applicable.

E. Title Status Report (TSR) to verify and check for any outstanding encumbrances, liens, etc.

13.03 No assignment of a homesite lease shall be made during the two (2) year development period without a court order or an extension of the development period not to exceed two (2) additional years, unless there is a collateral assignment of interests to a creditor to finalize construction of improvements.

13.04 Upon verification of the application by NLD, the requests for amendments, modifications and terminations shall be packaged and submitted to the NLD Manager who shall give final approval on behalf of the Navajo Nation. The approved lease amendment, modification, or termination shall be recorded with the Agency Bureau of Indian Affairs and Navajo Land Title Data System.

13.05. In the event one of the Lessees dies with a Joint Tenancy with Right of Survivorship tenure in effect, all rights to occupy the land and leasehold interests shall go directly to the Surviving Tenant, if he or she is an enrolled member of the Navajo Nation without the need of assignment of the deceased co-tenant's interest in the home site lease. The death certificate of the deceased co-tenant should be recorded.

13.06 Modification: Modifications are non-material amendments to a homesite lease, including such matters as technical corrections, implementation of Navajo Nation court order(s), legal name changes, and changes in marital status, legal land description changes, and any corrections needed to a homesite lease.

13.07 In a probate proceeding, the Navajo Nation Courts may distribute the leasehold interest including attached improvements of an established homesite lease to beneficiaries under a will or to the heirs at law according to Navajo law.

13.08 In the event of divorce, the Navajo Nation Court shall have jurisdiction to redistribute the leasehold interest of a homesite lease pursuant to Navajo Nation law. The Homesite lease and attached improvements must not be separated in such Court Order. All field clearance(s) shall be recognized and will remain in effect. This regulation will also apply to Tenancy in Common and Community Property tenures. The involved parties shall notify the NLD of any such disposition by a court of competent jurisdiction.

13.09 Termination: The lessee(s) may voluntarily terminate his/her/their interest in a homesite lease by signing a Termination of Homesite Lease Form. However, the applicant must pay a non-refundable termination fee and must have paid in full all rent due before the lease can be terminated. (Refer to Fee Schedule). If the lessee is in default or less than good standing, then the lessee must cure all matters constituting such default or lack of good standing; unless, NLD waives such requirements

and lessee surrenders the lease premises, subject to equitable consideration of lessee's private property, if applicable.

13.10 A finalized homesite lease may be terminated or revert back to the Navajo Nation for further assignment. If there are no improvements on the approved homesite lease premises within two years, the GO/LBO can recommend termination of the lease and/or assignment to another qualified individual after payment of fair market value of the lease premises with attached improvement (if any) to the lessee (See Section 12.00 ABANDONMENT. 12.03: A. 1 & 2 for procedures).

13.11 In no instance will NLD terminate a homesite lease for a lessee if the request is made by a third party, regardless of the surrounding circumstances. The only exception to this rule is if a Navajo Nation Court issues an Order requiring NLD to terminate a homesite lease.

13.12 If the Navajo Nation acquires an Allotment upon which a resident has a valid Residential Lease issued by the BIA, the Navajo will honor the Residential Lease for the duration of its term, so long as it complies with Section 4.0 of these Regulations. The holder of the residential Lease must submit a copy of the valid Residential Lease to the NLD. Within 6 months the expiration of the valid Residential Lease, the resident must begin the process of acquiring a Homesite Lease in accordance of these Regulations.

SECTION 14.00 MORTAGES AND DEFAULT

14.01 A finalized home site lease authorizes lessee(s) to encumber the leasehold interest of a home site to finance construction of building improvements. The leasehold can be mortgaged, pledged, or encumbered as security to finance a debt or loan. The lessee(s) may transfer all or part of the leasehold interest to the Mortgagee or Deed Trustee with the understanding that the Mortgagee or Deed Trustee will release all security interests in the leasehold when the loan or note has been paid in full.

14.02 The mortgage or Deed of Trust document must be recorded with the Bureau of Indian Affairs, Real Estate Services; it is recommended that the mortgagee or lender also record the aforementioned indenture with the Recorder's Office of the county in which the real estate is located. The NLD will receive copies of the mortgage or Deed of Trust documents from the Bureau of Indian Affairs Real Estate Services and record it in the Navajo Land Title Data System.

14.03 In the event the Lessee/Borrower (Mortgagor/Trustor) defaults on the Mortgage or loan secured by the Deed of Trust, the Mortgagee or Deed Trustee has the authority to foreclose on the secured Homesite lease through the Navajo Nation Courts or as provided by the Navajo Nation Deed of Trust Act. The Mortgagee or the Deed Trustee may have the right to possession of improvements on the leased premises and rents collected as provided by Navajo Nation law and the loan document or agreement.

14.04 Any and all permanent buildings and improvements on the leased property shall remain on the premises and shall be subject to the Navajo Nation's Right-of-First Refusal to purchase the leased premises with improvements prior to any resale of the premises.

14.05 Default: Should Lessee default in any payment of monies when due under the Lease or be in violation of any other provisions of the lease, said violation may be acted upon by the Navajo Nation pursuant to applicable law.

14.06 Lease hold interest of a homesite lease can be sold at a fair market value to a qualified applicant. If there are no improvements on the premises, the lessee can retrieve expenses and fees incurred for lease encumbrance such as archaeological and legal survey expenses. The lessee must record the lease and insure all required lease documents are recorded with the Navajo Land Title Data Systems (NLTDS).

SECTION 15.00 GRAZING OFFICIAL and LAND BOARD OFFICIAL RESPONSIBILITIES

15.01 Home Site Lease Application FORM 1 – Section 2: See Section 8.01. B. for compliance.

15.02 Field Clearance Certification FORM 2: The GO/LBO shall be responsible for identifying and acknowledging all valid grazing permittees who have interests within one-half (½) mile of the proposed homesite lease location, which is directly affected and impacted by the proposed Homesite identified in Section 2 of the Field Clearance Certification FORM 2.

15.03. It is the responsibility of the GO/LBO to write-in the name of the valid Permit holder(s) and Permit number(s) on the Field Clearance Certification FORM 2 for the applicant to obtain signatures from the permittees.

15.04 Homesite Lease Consent FORM 3: After the applicant obtains written consents from the permittees listed by GO/LBO on the Field Clearance Certification FORM 2, the GO/LBO must acknowledge the Form, certifying to the best of their knowledge the truth and accuracy of the approval of consenting permittees before the application is submitted to NLD for processing.

15.05 Conflict of Interest: The homesite applicant may request the Navajo Nation Grazing Management Office to appoint an alternate GO/LBO to perform the duties described herein when the designated GO/LBO cannot perform his or her duty because of a conflict of interest, including actions involving relatives, or for any other legitimate reason.

15.06 The GO/LBO additional responsibilities: The GO/LBO shall also verify whether the proposed homesite is within the Navajo Nation Forest or woodlands. If the proposed homesite is within the Navajo Nation Forest or woodlands, the GO/LBO shall advise the applicant(s) to contact the Navajo Forestry Department. The Navajo Forestry Department shall determine whether the proposed home site will impact the forest or woodlands within the forestry moratorium as set forth by Resolution RCJY-142-92. The resolution established a Moratorium on New Structures, New Homesites, and Range Units within the Navajo Commercial Forest pending development and approval of a new Forest Management Plan. The Forestry Department may issue a letter stating further requirements which must be satisfied to proceed with the proposed homesite lease application.

A. The GO/LBO shall verify that the proposed homesite lease is not within an area withdrawn or otherwise designated for community development purposes, large or small irrigation farming projects, agricultural land use area, or if the proposed homesite would interfere with local land use plans and/or ordinances. No homesite shall be approved within lands that

are withdrawn or designated for another purpose. If the proposed lease area is within a withdrawn area, the applicant must select another location for their proposed homesite lease.

B. The GO/LBO shall verify the proposed homesite lease is not within 750 feet of a major highway right-of-way by actual inspection of the site and coordinating with NLD. If the proposed homesite is within 750 feet of a major highway right-of-way, the GO/LBO shall inform the applicant to move beyond the 750 feet corridor or find an alternate site pursuant to 14 NNC § 1200. Chapter: Zoning Sides of Highways and NNC Resolution CM-9-50.

C. The GO/LBO shall verify that the proposed homesite is not within one-half (½) mile of Navajo Nation government developed permanent livestock waters. If the proposed homesite is within a half mile of the structures, the GO/LBO shall inform the applicant to move the proposed homesite or relocate to an alternate site or request a written authorization from the District Grazing Committee allowing the proposed homesite through an approved resolution of the District Grazing Committee (See 3 N.N.C. § 714).

SECTION 16.00 GRAZING DISPUTES TO DEPARTMENT OF AGRICULTURE

16.01 NLD shall refer grazing and consent disputes relating to a pending homesite lease application to the GO/LBO, as applicable, for adjudication or settlement. For example, NLD shall refer to the GO/LBO, when a grazing permittee revokes consent after the Field Clearance Certification is submitted. NLD shall not place the application on hold unless the GO/LBO, as applicable, recommends in writing that there is an active dispute.

SECTION 17.00 HOMESITE LEASE COMPLIANCE AND RESTRICTIONS

17.01 Applicants shall comply with Navajo Nation environmental laws and other compliance requirements when applying for a homesite lease on Navajo Trust and Fee Lands:

A. Sanitation: Lessee shall comply with all applicable sanitation laws, regulations or other requirements of the United States and the Navajo Nation. Lessee shall also dispose of all solid waste in compliance with applicable federal and Navajo Nation laws either in an approved sanitary landfill, transfer station, or other commercial sanitary collection service. Lessee shall maintain the entire leased premises in a safe and sanitary condition, presenting a good appearance both inside and outside of the leased premises. Septic systems and leach/drain fields shall be situated within the lease premises.

B. Hazardous Substances: Lessee shall not dispose of hazardous substances or materials on or in the leased premises.

C. Environmental Hazards: All non-operational vehicles must be removed and cleared from the homesite lease premises. For failure to comply with Navajo Nation environmental laws, the Navajo Nation EPA shall impose environmental sanctions for non-compliance in accordance with Navajo EPA regulations.

17.02 Minerals: All minerals, including sand and gravel, contained in or on the leased premises are reserved for the use of Lessor. Lessor also reserves the right to enter upon the leased premises and search for and remove minerals located on the property, paying just compensation for any damage or injury caused to Lessee's personal property or improvements constructed by Lessee.

17.03 Navajo Nation Forestry Moratorium (Restriction): If a homesite lease is approved by the Navajo Forestry Department in a forested or wooded area, and tree removal is to occur, the homesite applicant will follow Navajo Forest and Woodland Regulations. The homesite applicant will comply with the Navajo Nation Forestry Department requirements and the Forest Management Plan approved by Resolution No. RCJY-133-01.

17.04 Canyon De Chelly National Monument Moratorium: A Protection Buffer Zone was established within the boundaries of Canyon De Chelly National Monument; therefore, there are restrictions on development and use of land in the vicinity of the Monument (Resolution RCS-51-85).

17.05 Biological Resource Land Clearance Policy and Procedures (RCP): No homesite lease shall be approved within Area 1: Highly Sensitive Area; and Area 2: Moderately Sensitive Area which are protected under the Federal and Navajo Nation laws, wildlife resources, including plants, and their habitat resulting in an expedited land use clearance process in accordance with Resolution No. RCMA-34-03, subject to prior approvals or exceptions granted by the Navajo Nation Council or its duly authorized Committee.

17.06 Farm Plots and Land Use Permits: Navajo Nation trust or fee lands withdrawn for agricultural uses (i.e., farm permit, agricultural lease, irrigation projects, and farm projects) cannot be used for homesite leases. Administrative Reserve Areas [BIA], Navajo Nation trust, or federal lands that are withdrawn for administrative purposes or governmental use cannot be used for home site leases.

17.07 Navajo Nation Parks and Recreational areas – No homesite leases shall be issued within land designated for tribal parks and recreational use areas. The Navajo Nation Parks, monuments, and Recreational areas are protected and preserved for the perpetual enjoyment and benefit of the Navajo Nation, subject to prior approvals granted by the Navajo Nation Council or its duly authorized Committee.

17.08 Homesite Lease Residential Use Restriction: A homesite lease is intended for residential purposes primarily a Single-family residence; lessee shall not use any part of the homesite lease premises for any unlawful conduct or illegal activities.

A. Applicants shall not disturb or commence construction activities on the proposed site until the applicant receives an approved homesite lease.

B. A homesite lease shall not be issued if it is to be located within the boundaries of a mission site lease, other homesite lease, business site lease or area designated for business development, or other land withdrawals intended for community development or other purposes.

C. A homesite lease shall not be issued if it is located within 750 feet of a major highway right-of-way (14 NNC §1200. Chapter: Zoning Sides of Highways and NNC Resolution CM-9-50).

D. A homesite lease is required prior to transporting mobile homes or any other structures intended for use as a home onto the Navajo Nation. A transportation permit must be obtained from the NLD before any mobile home or other structure enters Navajo Trust or Fee Lands (See Fee schedule). Failure to obtain a permit will result in a civil violation and fees will be assessed.

E. The homesite lease premises may be fenced to avoid land disputes, control animals, ingress/egress, and define boundaries.

F. Homesite lease premises shall not be used for any unlawful conduct or purpose, including but not limited to bootlegging, illegal fund raising activities such as gaming (Bingo hall), dance hall, and other illegal drug activities. Any and all illegal activities conducted on the homesite lease premises shall be considered a breach of the terms of the homesite lease.

G. Lessee is prohibited from establishing a mobile home park or renting structures not designed as the primary residence within a homesite lease.

H. Lessee is prohibited from establishing more than one home building improvement as the primary residential structure, or mobile home within the leased premises. Lessee shall prohibit family members or others from establishing additional homes or mobile homes within the leased premises regardless of whether the premises is within a subdivision or a rural area.

I. The land encumbered by a homesite lease cannot be sold but the lease can be transferred or assigned to another qualified homesite lease applicant through the NLD upon payment to lessee for expenses incurred to establish the prior lease. For such transfers or assignments, the permanent improvements may be sold to the transferee or assignee at fair market value, or subject to the terms of any mortgages(s) or Deed of Trust or purchase agreement.

J. Modern burial sites and graves are prohibited within the homesite lease premises. All burial sites should be in a community approved cemetery. See Resources Resolution No. RCD-216-99.

K. Livestock and corrals are prohibited within the homesite lease premises, except as properly permitted by the District Grazing Committee or Land Board.

L. Lessee may operate a home based business on lease premises; however, the Lessee shall obtain a permit from the Division of Economic Development Business Regulatory Department to do business on an approved homesite lease. The Lessee shall adhere to the Navajo Nation environmental laws and other compliance requirements under 23 N.N.C. §§ 2384 (A), (B), and (C) (Resolution CO-53-13) and shall not be disruptive to the adjacent residence(s).

M. Lessee shall not place a store front signage on the homesite lease and no hiring of employees to operate a home based business.

SECTION 18.00 HOMESITE LEASE ENFORCEMENT

18.01 Purpose: NLD shall have at least one Compliance Officer per Agency to enforce the provisions of these Homesite Lease Regulations. The Compliance Officer is authorized to conduct investigations, draft findings, coordinate with Navajo Nation departments and programs, including the Department of Agriculture, Rangers, Forestry, EPA, Police, Department of Justice, Fish & Wildlife, and BIA, and make disposition recommendations to the NLD Manager. It is the policy of the NLD to work collaboratively with homesite lessee(s) to resolve compliance issues prior to resorting to litigation and termination of the lease.

18.02 Homesite Lease Request for Investigation: Written requests for investigation of homesite lease compliance matters can be submitted to the appropriate NLD Agency Office. All complete and valid requests for investigation of homesite lease compliance matters shall be forwarded to the Compliance Officer. Within thirty (30) days of receipt, the Compliance Officer will review the request and determine whether it warrants investigation. The Compliance Officer shall provide written notice to the requesting party indicating whether the request for investigation will be granted.

18.03 Investigations: All investigations performed by the Compliance Officer shall be completed within ninety (90) days from the date of submission of the Homesite Lease Investigation Form. The NLD Compliance Officer will conduct an investigation based on the information contained in the Request for Investigation submitted to NLD. The Compliance Officer shall interview individuals, conduct research, and collect all pertinent documentation. The Compliance Officer is authorized to obtain the assistance of other Navajo Nation Departments, Bureau of Indian Affairs, and/or other governmental entities while conducting an investigation.

18.04 The Compliance Officer shall submit a detailed written investigation report containing the findings from the investigation. The Compliance Officer shall submit this report to the NLD Manager with any recommendations.

18.05 The NLD Manager shall review the Compliance Officer's report and take appropriate action based on the information and recommendation of the Compliance Officer within thirty (30) days. NLD shall keep official records of all documents.

18.06 Where the designated Compliance Officer cannot perform his or her duty due to conflict of interest, another Compliance Officer from a different NLD Agency Office will be assigned to investigate. Conflicts of interest can be defined as any situation in which the Compliance Officer is in a position to exploit a professional or official capacity in some way for his/her personal or occupational benefit.

18.07 There are many actual homesites with improvements (corrals and buildings) that exceed the one (1) acre size limitation. To gain compliance, enforcement actions may authorize the enlargement of an existing Homesite Lease, not to exceed an additional one (1) acre, to bring existing residential improvements within the bounds of the lease premises. Additional lease adjustment fees or rent or both will apply to enlarged Homesite Leases as set forth in the Fee Schedule.

SECTION 19.00 PRIOR APPROVED HOMESITE LEASE

19.01 All previously approved leases with active terms shall remain valid, provided that the lease is in good standing. These lease agreements include the following homesite lease forms: 1) 201-65 [July

1962]; 2) 200A [May 1979]; 3) 200C [May 1994]; 4) 200C [April 1996]; 5) 200RL [April 2000]; 6) 200UL; and 7) 200NL [May 2001].

SECTION 20.00 HOUSING FOR PUBLIC PURPOSES MASTER LEASE

20.01 Application Procedures. A Housing for Public Purposes Master Lease application shall be submitted to the NLD or at one of its agency sub-offices. A completed Housing for Public Purposes Master Lease application shall consist of the following:

A. Housing for Public Purpose Master Lease Application. The TDHE or Housing Subdivision Developer applicant must complete and submit a Housing Subdivision Master Lease Application with the following information attached to the application.

1. Certification of Compliance: The TDHE or Housing Subdivision Developer shall submit a Certificate of Compliance stating that all of the requirements of the Land Withdrawal Designation Regulations ~~and Land Withdrawal Designation Procedures~~ haven been completed.

2. Key documents: Copies of key documents listed in the Land Withdrawal Designation Procedures.

B. Environmental Review Clearance: The TDHE or Housing Subdivision Developer shall conduct the necessary environmental reviews to ensure compliance with federal and tribal environmental requirements for the following:

1. New Homesite Lease Application for TDHE or Housing Subdivision Developer Clients, as applicable;

2. New Subdivision Master Lease Application for TDHE or Housing Subdivision Developer; and

3. Existing Subdivision Master Lease for TDHE or Housing Subdivision Developer, as applicable.

20.02 Final Approval. Upon verification for quality assurance by the NLD Agency Offices, the Housing for Public Purposes Master Lease Application package will be submitted to the NLD Manager or authorized designee who will give final approval on behalf of the Navajo Nation. The NLD will submit the appropriate approved documents to the respective Bureau of Indian Affairs, Agency Real Estate Services, for recording.

20.03 Homesite Lease issuance within existing Housing Subdivision:

A. A Housing Subdivision which is subject to a Master Lease for housing for public purposes, where development has taken place and which is ready for issuance of individual homesite leases to applicant(s), shall be classified as a "developed area."

B. Within a "developed area" only this Section 20 shall be used and the other application procedures and requirements of this regulation shall not apply. A Housing Subdivision for public purposes may develop and use its own application form subject to the approval of the NLD.

C. The TDHE or Housing Subdivision Developer, as applicable, shall assist its homebuyers and ensure compliance with the lease application requirements for the issuance of individual homesite leases to applicant(s) within the housing subdivision. The TDHE or Housing Subdivision Developer, as applicable, will prepare and submit the individual homesite lease applications to the NLD for its final approval. PROVIDED, however, that existing Housing Subdivisions or developed areas subject to existing homesite leases or assignments of lease for developed lots shall continue to be encumbered by the provisions and covenants of the existing homesite lease or assignment of lease for the residential improvement and lot.

D. An individual homesite lease within a subdivision shall start a new term from the date of issuance by the NLD. The term of the Housing Subdivision Master Lease shall be separate and independent of any individual homesite lease issued by the NLD within the housing subdivision.

E. Where there are rules and regulations related to the Housing Subdivision, special conditions or charges for the occupation of Homesite Leases within the subdivision, Land Use Restrictions, or a Declaration of Covenants, Conditions and Restrictions, the individual applicant(s) will be provided with a copy of those documents by the TDHE or Housing Subdivision Developer, as applicable, and the existence of the restrictions will be referenced on the individual Homesite Lease.

F. The holder of a Housing Subdivision Master Lease shall be the TDHE or Housing Subdivision Developer, as applicable. The TDHE or Housing Subdivision Developer, as applicable, specified in the governing documents for the Housing Subdivision identified in Section D above, and not the NLD, shall be responsible for monitoring and enforcement of the restrictions in the housing unit.

20.04 Additional Application Requirements.

A. Highway Access: If access to a highway is required for ingress and egress, the proposed master lease applicant will contact the appropriate office or the Department of Transportation for highway access clearance.

SECTION 21.00 PRIVACY ACT

21.01 NLD shall not disclose any personal records or information which are contained in any system of records by any means of communication to any person, or to another agency, except pursuant to authorized disclosures, Conditions of Disclosure, and Privacy Exemptions of the Privacy Act of 1974 (Public Law 93-579), 5 U.S.C. § 552(A), and the Navajo Nation Privacy Act, Resolution No. CAP-48-99.

SECTION 22.00 DEFINITION

22.01 Abandonment: The failure to develop the leased premises for a two (2) year period or one (1) year period for vacant lots within a subdivision. The failure to develop means, the failure to construct or establish a dwelling or other improvements (fencing, landscaping, laying a foundation).

22.02 Acre: A tract of land that measures 43,560 square feet.

22.03 Adult: A person who is 18 years of age or older.

22.04 Agricultural Land Use Permit: A permit for farming purposes on Navajo Nation trust land.

22.05 Appeal Bond: A bond posted upon filing of an appeal. A guarantee of a certain sum of money sufficient to protect the financial interest of the Navajo Nation pending the outcome of any appeals provided for under the General Leasing Regulations.

22.06 Approving or Approval: The final action taken by the Navajo Nation to issue the homesite lease (Written authorization by the Secretary, Land Department or a delegated official or, where applicable, the "deemed approved" authorization of an amendment or sublease).

22.07 Approved Encumbrance: An encumbrance approved in writing by the Lessor.

22.08 Assignment: An agreement between a lessee and an assignee, whereby the assignee acquires all of the lessee's rights, and assumes all of the lessee's obligations under a lease.

22.09 Assignee: The person to whom the homesite lease is assigned.

22.10 Assignor: The person who is assigning his/her homesite lease.

22.11 BIA: The Bureau of Indian Affairs (BIA) within the Department of the Interior and any tribe acting on behalf of the Secretary of the Department of Interior or Bureau of Indian Affairs under 25 CFR § 162.018.

22.12 Cancellation: Action to end a lease.

22.13 Certificate of Navajo Indian Blood: Valid and up-to-date document issued by the Navajo Nation Vital Records Office evidencing enrollment in the Navajo Nation.

22.14 Cognizant Agency: For purposes of environmental review: the Navajo Nation Environmental Protection Agency and the Navajo Nation Departments of Historic Preservation and Fish and Wildlife; and in some instances Forestry, Minerals, Parks and Recreation; and any successor or equivalent Navajo Nation agencies with authority for environmental compliance review.

22.15 Collateral Assignment: An assignment of leasehold interests to secure a loan, mortgage, or deed of trust to finance development of the homesite or to purchase an existing house situated on a homesite lease.

22.16 Community Property: Any property that is acquired by husband or wife during a marriage that is not separate or gift property to either the husband or wife. Community property principles will govern the distribution of the marital property upon dissolution of marriage in a fair and just manner, and may govern distribution of property upon the death of one spouse in accordance with 9 N.N.C. § 205.

22.17 Compliance Determination: The final action determination of the Environmental Reviewer that the proposed leasing action complies or does not comply with the Environmental Review Process set forth in sub-chapter 8 of the Navajo Nation General Leasing Regulations of 2013.

22.18 Conflict of Interest: A conflict between public obligation and private interest that will not allow the pertinent official to discharge their duty in an unbiased manner.

22.19 Consent or consenting: The act of written authorization by a person empowered to agree, permit and approve the grant of a homesite lease within their grazing pasture or area by the Grazing Official and Grazing Permittee(s).

22.20 Day: A calendar day, unless otherwise specified.

22.21 Deed of Trust: A deed conveying the leasehold interest of lessee (trustor) to a trustee as security until the lender (beneficiary) is repaid a loan. In the event of breach in repayment of the loan, the

deed trustee is empowered to foreclose on the lease hold interests and improvements and resell the property in a commercially reasonable manner.

22.22 Delegation of Authority: Where, upon approval of the Resources and Development Committee of the Navajo Nation Council, or its successor, authority of the Committee is delegated to a subdivision of Navajo Nation government to approve grants of homesite leases, and their assignment, transfer, or other lawful disposition. Said authority may also be delegable pursuant to the Local Governance Act, 26 N.N.C. §§ 1- 2005, as amended, or other relevant Navajo Nation law.

22.23 Improvement: Any structure; home, building, or fencing of surveyed tract, such as building a shack, ramada, storage shed, foundation constructed for a residential purpose.

22.24 Egress: The act of going out or leaving; exit.

22.25 Encumbrance: Any indenture or proper court order that restricts the ability of lessee to freely, unilaterally further dispose of the leasehold, such as with a collateral assignment of lease under a mortgage, deed of trust or other instrument, which secures a debt or burdens the lease by restriction of uses or alters use rights of lessee or lessor.

22.26 Encumbrancer means the owner or holder of an approved encumbrance.

22.27 Environmental Assessment: The study of environmental and social impact upon the quality of the human environment as required by Federal laws.

22.28 Eminent Domain: The power of a sovereign government to take property for public use with notice and payment of fair and just compensation to the permittee or lessee.

22.29 Fair market rental: The amount of rental income that a leased tract of Indian land would return to the Lessor as an investment in an open and competitive market, or as determined by competitive bidding.

22.30 Fee interest: An interest in land that is owned in unrestricted fee status, and is thus freely alienable by the fee owner.

22.31 Fee Land: Unrestricted lands owned by the Navajo Nation in fee simple, which are subject to taxation by the state government.

22.32 Field Clearance: Identification of the affected grazing permittees within a proposed homesite location by the Grazing Committee Member, and consent by permittee to the use of land for a homesite.

22.33 Grazing Official (GO) or Land Board Official (LBO): The elected Navajo Nation Official responsible for grazing or farming and land matters within their assigned respective district unit boundary. Such grazing official shall mean the District Grazing Committee Member, Eastern Navajo Land Board Member, or Farm Board Member.

22.34 Grazing Permit: All livestock grazed on Navajo lands must be covered by an authorized grazing permit issued by the Superintendent or BIA based upon the recommendation of the District Grazing Committee. A Grazing Permit does not grant fee simple land ownership of the real estate, but, rather authorizes grazing use.

22.35 Holdover: Circumstances in which a lessee remains in possession of the leased premises after the lease term expires.

22.36 Homesite Lease Applicant: Eligible individual(s) who applied for a homesite lease on Navajo Nation trust or fee land but have not yet received approval of a grant of a homesite lease.

22.37 Homesite Lease: A written document that grants a property interest in the use and disposition of the surface of real estate by lessee, and a bilateral contract with lessor that is approved by the Navajo Nation to lease one (1) acre or less of Navajo Nation trust or fee land for residential purposes for 75 years.

22.38 Housing for public purposes: Multi-family developments, single-family residential developments, and single-family residences, administered by a tribe or a tribally designated housing entity; or substantially financed using tribal, federal, or state housing assistance program funds.

22.39 Housing subdivision: A lease area for which a Master Lease is issued for multi-family development, single-family residential development, or housing for public purposes. It is an area where individual

lots have been so designated, and where infrastructure (streets, electricity, sewer and water) have been provided in anticipation of issuing homesite leases to individual applicants within the Subdivision."

22.40 Infrastructure: The basic improvements, facilities and utilities needed for the functioning of a home or dwelling; such as waterline, power line, telephone, sidewalks, housing subdivision parks or playgrounds, and roads.

22.41 Ingress: The act of going in or entering, the right to enter; a means of entering; entrance.

22.42 Interest, when used with respect to Indian land: An ownership right to the surface estate of Indian land.

22.43 Joint Tenancy with Right of Survivorship: Property held by two or more persons jointly, with equal rights to possession and enjoyment during their lives. Under the doctrine of survivorship, the entire estate, upon the death of one of the joint tenants, goes to the survivor without the need to probate the descendant's estate. This shall not apply to married couples involving a Non-Navajo spouse.

22.44 Land Status: The current type of land or disposition or management of the real estate and surface use rights.

22.45 Lease: A written agreement between the lessor and a lessee, issued under these Regulations as authorized by 25 U.S.C §§ 415 (a) or (e). The lessee is granted a right to possess Navajo Nation Trust Land for a specific purpose and limited duration.

22.46 Leasing Decision: In the context of the environmental review process; means the following types of lease transactions that will be acted upon by the Navajo Nation or its delegated political subdivision: 1) Issuance of a lease; 2) Amendment or modification of a lease; 3) Assignment or transfer of a lease; and 4) Granting of a Sublease as applicable.

22.47 Lease document: A lease, amendment, assignment, sublease, or leasehold mortgage.

22.48 Leasehold Interest: Claim or right to enjoy the exclusive possession and use of an asset or property for a stated definite period, as created by a written lease.

22.49 Leasehold mortgage: A mortgage, deed of trust, or other instrument that pledges a lessee's leasehold interest as security for a debt or other obligation owed by the lessee to a lender or other mortgagee.

22.50 Lessee: An individual or individuals who has or have a finalized homesite lease approved by the Navajo Nation.

22.51 Lessor: The Navajo Nation or its duly authorized designee, the Navajo Land Department (NLD) Manager.

22.52 Life estate: An interest in property held only for the duration of a designated person's life. A life estate may be created by a conveyance document or by operation of law.

22.53 LTRO: Land Titles and Records Office of the BIA. This office records all title to types of surface estates granted on the Navajo Nation.

22.54 Mortgagee: The holder of a leasehold mortgage.

22.55 Navajo: Any person who is an enrolled member of the Navajo Nation.

22.56 Navajo Land: All lands held in trust for the Navajo Nation; land title which is restricted in favor of the Navajo Nation; Navajo controlled lands (when NN approves use of the property); and Navajo Fee lands.

22.57 Navajo Nation: The Navajo Nation Government.

22.58 Navajo Nation Trust Land: The surface estate of land or any interest therein held by the United States in trust for the Navajo Nation; land held by the Navajo Nation and subject to federal restrictions against alienation or encumbrance; land held by the United States in trust for a Navajo Nation corporation chartered under Section 17 of the Indian Reorganization Act.

22.59 Non-Navajo: A person who is not an enrolled member of the Navajo Nation.

22.60 Navajo Forest: All Navajo Nation controlled lands supporting specific species of trees with a specific density or crown closure, as defined in 17 N.N.C. § 520 (H).

22.61 Navajo Woodland: All Navajo controlled lands supporting specific species of trees with a specific density or crown closure, as described in 17 N.N.C. § 520 (I).

22.62 NEPA: The National Environmental Policy Act of 1969, 42 U.S.C. 4321 *et seq.*

22.63 Permanent improvements: Buildings, structures, and associated infrastructure attached to the leased premises.

22.64 Permit: A written authorization or license granted by the Navajo Nation whereby the permittee is granted a use or revocable use privilege to use Navajo Nation Trust Land for a specified purpose and limited duration.

22.65 Permittee: A person or entity who has acquired a privilege to use Navajo land or federal land by a permit.

22.66 Petition: A written request submitted to the Secretary for the review of an action or inaction of the Navajo Nation that is claimed to be in violation of these Regulations. Petition may only be submitted within thirty (30) days after exhausting all remedies available on the Navajo Nation.

22.67 Professional Surveyor: A surveyor who engages in the practice of land surveying and is qualified to undertake such practice as confirmed by legal certification registration and licensure as a professional surveyor. The Surveyor must be registered with the respective state where he/she practices land surveying (Arizona, New Mexico, and/or Utah).

22.68 Probate: The legal action by a court of competent jurisdiction of distributing property of the decedent and the closing of his or her estate.

22.69 Regulations: Homesite Leasing Regulations Amendments of 2015.

22.70 Relative: A father, mother, son, daughter, brother, sister, grandmother, grandfather, uncle, aunt, cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather, stepmother, stepson, stepdaughter, stepsister, stepbrother, half-brother, half-sister or legally adopted persons by court order.

22.71 Restricted land: Land where the beneficial title to which is held by the Nation or an Individual Indian, that can only be alienated or encumbered by the beneficial owner; or, if encumbered by a homesite lease, by the lessee, with the approval of the Navajo Nation.

22.72 Right-of-Way: A property right which may or may not be attached to the land, to use for a purpose unrelated to residential use, such as strips of land for roadways, railroads, power line, oil and natural gas lines, telephone lines, waterlines, and other utility distribution service lines.

22.73 Secretary: The Secretary of the Interior or his duly authorized representative or successor.

22.74 Significant Impact: A determination that an action will have a significant effect on the quality of the human environment after considering the following:

1) Effects on public health and safety;
2) Effects on the unique characteristics of the geographic areas, including its historic or cultural resources, park lands or ecologically critical areas;
3) Highly controversial effects on the human environment;
4) Highly uncertain or unknown effects on the human environment;
5) Effects in terms of precedent for future actions with significant effects;
6) Effects that may be individually insignificant, but when considered with other projects, have a significant impact on the environment;
7) Effects that cause loss or destruction of scientific, cultural, or historical resources; and
8) Effects on endangered or threatened species or habitat protected under Navajo Nation or federal law.

22.75 Single-family residence: A building with one dwelling unit on a tract of land under a single residential lease, or as defined by applicable tribal law or other tribal authorization.

22.76 Single-family residential development: Two or more single-family residences owned, managed, or developed by a single entity.

22.77 Sublease: A written agreement by which the lessee grants a right of possession no greater than that held by the lessee under the Lease.

22.78 Surety: One who guarantees the performance of another's performance of an undertaking, for example payment of a debt.

22.79 Surface Use: The right or privilege to utilize the external layer of land for various types of land use.

22.80 Surveyor: The Navajo Nation Official responsible for providing a legal land description of the leased premises by drafting a survey plat from data concerning a portion of the earth's surface by length, direction of boundary lines, and contour of the surface. This person is a professional and licensed surveyor.

22.81 Tribally Designated Housing Entity (TDHE): A TDHE is a tribally-sponsored or tribally sanctioned not-for-profit entity, or limited partnership or other entity organized for the purpose of developing or improving low-income housing utilizing tax credits pursuant to 25 U.S.C. 4103(22).

22.82 Tenure: The time of holding real estate.

22.83 Tenancy in Common: Property held by two or more persons jointly, with equal rights to possession and enjoyment during their lives. However, unlike joint tenancy, when one co-tenant dies, the surviving co-tenant does not succeed to the decedent's interest. Rather, the decedent's fractional interest in the property must be probated.

22.84 Termination: To end one's interest in a Homesite Lease by default or mutual consent or valid court order and allowing such interest to revert back to the Navajo Nation.

22.85 Trespass: Unauthorized possession, occupancy or use of Navajo Nation Trust Land as defined by Navajo Nation or federal law.

22.86 Unrestricted land: Lands where title is held by the Navajo Nation in fee simple absolute status, and the Nation is not required to obtain the approval of the Federal government to render further disposition or use of the land.

22.87 Violation: A failure by Lessee to comply with an obligation created by the Lessee agreement to take an action, including payment of compensation, or to fail to comply with a term of the lease.

22.88 Watering Point: All tribally developed and maintained springs, wells, and dirt tanks, charcos or deep reservoirs.

CAP-48-99

RESOLUTION OF THE
NAVAJO NATION COUNCIL

Adopting the Navajo Nation Privacy and Access to Information Act

WHEREAS:

1. Pursuant to 2 N.N.C. §102 (A) and (B), the Navajo Nation Council is the governing body of the Navajo Nation and all powers not delegated are reserved to the Navajo Nation Council; and

2. Pursuant to 2 N.N.C. §341, the Government Services Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council with the authority to monitor and coordinate the activities of all divisions and departments of the Executive Branch. In addition, pursuant to 2 N.N.C. §343 (B)(5), the Committee is authorized to recommend legislation to the Navajo Nation Council on matters within the Committee's jurisdiction; and

3. The Government Services Committee of the Navajo Nation Council, by Resolution GSCAP-27-99, attached hereto and incorporated herein as Exhibit "B", has recommended that the Navajo Nation Council adopt the Navajo Nation Privacy and Access to Information Act, set forth at 2 N.N.C. Subchapter 4, §§81-91; and

4. Pursuant to 2 N.N.C. §571, the Judiciary Committee of the Navajo Nation Council is established and continued as a standing committee of the Navajo Nation Council with oversight responsibilities for the operation of the Judicial Branch. In addition, pursuant to 2 N.N.C. §574 (E)(2), the Committee is authorized to review legislation and make recommendations regarding any proposed or current laws, procedures and regulations affecting or creating any impact on the Judicial Branch; and

5. The Judiciary Committee of the Navajo Nation Council, by Resolution JCAP-4-99, attached hereto and incorporated herein as Exhibit "C", has recommended that the Navajo Nation Council adopt the Navajo Nation Privacy and Access to Information Act, set forth at 2 N.N.C. Subchapter 4, §§81-91; and

6. The Navajo Nation Council recognizes that a democratic form of government requires that information related to government operations be accessible to the public, while respecting individuals right to privacy. As such, a generally applicable Navajo Nation Privacy and Access to Information Act is necessary to provide the general public with a means to access records and information relating to the operation of the Navajo Nation while preserving the privacy interests of individuals and entities.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Navajo Nation Council hereby amends Title 2 of the Navajo Nation Code by adopting the Navajo Nation Privacy and Access to Information Act, as provided in Exhibit "A", attached hereto and incorporated herein.

2. The amendments contained in this resolution shall become effective upon the certification of this resolution by the Speaker of the Navajo Nation Council.

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by 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 61 in favor, 0 opposed and 0 abstained, this 23rd day of April 1999.

George Arthur, Speaker Pro Tem
Navajo Nation Council

APR 26 1999
Date Signed

Motion: Ralph Bennett
Second: Nelson Gorman, Jr.

ACTION BY THE NAVAJO NATION PRESIDENT:

1. I hereby give notice that I will not veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C)(10), on this 4th day of May 1999.

Kelsey A. Begaye, President
Navajo Nation

2. I hereby veto the foregoing legislation, pursuant to 2 N.N.C. §1005 (C)(10), this ___ day of _____, 1998 for the reason(s) expressed in the attached letter to the Speaker.

Kelsey A. Begaye, President
Navajo Nation

Approved 750 Feet Right-of-Way on both side of Highway - CM-9-50

RESOLUTION NO. CM-9-50
OF THE
NAVAJO TRIBAL COUNCIL

WHEREAS, the government has constructed and plans to construct and maintain additional roads on the Navajo Reservation, and

WHEREAS, the Navajo Tribe deems it advisable to control all business enterprises, structures, installations and any other developments for a distance of seven hundred fifty (750) feet on both sides of the right-of-way of all constructed and maintained roads on tribal lands;

THEREFORE, BE IT RESOLVED, that controlled zones of seven hundred fifty (750) feet on both sides of the right-of-way of any constructed, maintained, or proposed new roads are hereby established. The Advisory Committee of the Navajo Tribal Council shall have full authority, acting for the Navajo Tribal Council, to make and regulate any installations, to receive applications, grant permits or leases, establish rental rates, require submission of plans for proposed installations and specify conditions which must be met to receive a permit or lease in said zones, subject to the approval of the General Superintendent of the Navajo Agency. This authority shall not be construed to regulate the control of engineering structures required in the construction of roads, water development, soil and moisture conservation structures, or any other land improvements to be made by the government for the benefit of the Navajo Tribe of Indians, nor shall this authority be construed to restrict the use of land within such zones for grazing and farming by individuals Navajo Indians who may have recognized use rights of tribal lands within such zones.

CERTIFICATION

We hereby certify that the foregoing resolution was considered by the Navajo Tribal Council at a duly called meeting at Window Rock, Arizona, at which a quorum was present, and that the same was approved by a vote of 53 in favor and 0 opposed on this 18th day of March, 1950.

Sam Ahkeah
Sam Ahkeah, Chairman
Navajo Tribal Council

APPROVED:

Allan G. Harper
Allan G. Harper
General Superintendent

Zhealy Tso
Zhealy Tso, Vice-Chairman
Navajo Tribal Council

RE-TYPE RESOLUTION

NO. CM-9-50

RESOLUTION
OF THE
NAVAJO TRIBAL COUNCIL

WHEREAS, the government has constructed and plans to construct and maintain additional roads on the Navajo Reservation, and

WHEREAS, the Navajo Tribe deems it advisable to control all business enterprises, structures, installations and any other developments for a distance of seven hundred fifty (750) feet on both sides of the right-of-way of all constructed and maintained roads on tribal lands.

THEREFORE, BE IT RESOLVED, that controlled zones of seven hundred fifty (750) feet on both sides of the right-of-way of any constructed, maintained, or proposed new roads are hereby established. The Advisory Committee of the Navajo Tribal Council shall have full authority, acting for the Navajo Tribal Council to make and regulate any installations, to receive applications, grant permits or leases, establish rental rates, require submission of plans for proposed installations and specify conditions which must be met to receive a permit or lease in said zones, subject to the approval of the General Superintendent of the Navajo Agency. This authority shall not be construed to regulate the control of engineering structures required in the construction of roads, water development, soil and moisture conservation structures, or any other land Improvements to be made by the government for the benefit of the Navajo Tribe of Indians, nor shall this authority be construed to restrict the use of land within such zones for grazing and farming by individuals Navajo Indians who may have recognized use rights of tribal lands within such zones.

CERTIFICATION

We hereby certify that the foregoing resolution was considered by the Navajo Tribal Council at a duly called meeting at Window Rock, Arizona at which a quorum was present, and that the same was approved by a vote of 53 in favor and 0 opposed on this 18th day of March, 1950.

Sam Ahkeah, Chairman
Navajo Tribal Council

APPROVED:

Allan O. Harper
General Superintendent

Zhealy Tso
Navajo Tribal Council

RCD-216-99

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Recommending and Requesting that Each Community Designate Trust Land for Community Cemeteries

WHEREAS:

1. Pursuant to 2 N.N.C. §§ 691 and 693, the Resources Committee is established as a standing committee of the Navajo Nation Council for the purposes of ensuring the optimum utilization of all resources of the Navajo Nation and to protect the rights, and interests and freedoms of the Navajo Nation and people to such resources; and

2. Pursuant to 2 N.N.C. § 695 (B) (14), the Resources Committee of the Navajo Nation Council serves as the legislative oversight committee for the Division of Natural Resources, District Grazing Committee, Eastern Navajo Land Board and Navajo Nation Farm Boards and overall matters affecting Navajo resources; and

3. Pursuant to 2 N.N.C. § 695 (B) (5) and (6), the Resources Committee is authorized to give final approval of all land withdrawals for residential subdivisions, rights-of-way, including all surface easements and other clearances related but not limited to powerline, waterline and sewer line extensions; and to oversee and regulate all activities within Navajo Nation lands, including actions which may involve disposition or acquisition of resources, surface disturbance, or alteration of the natural state of the resource; and

4. The District Grazing Committee has been dealing with issues involving burials. There is a prevalence of people burying their deceased loved ones out on rangelands, within farm plots and within or near their homesite leases. Land use controversies arise when other land users find a burial that interferes with their use of range or farm lands. During the funeral and burial planning process, controversies and disputes arise when a grazing permittee or land use permittee finds out that the burial is being planned on open rangelands or within or near a farm plot or homesite lease area. The District Grazing officials are being requested to handle or mediate these disputes on burials; and

5. To address these issues and to avoid any further controversies, the District Grazing Committee by resolutions, have requested that each community designate and withdraw lands in accordance with 13 N.N.C. § 1951 and 2 N.N.C. § 695 (B) (5) and (6). These resolutions of the District Grazing Committees are attached hereto and incorporated herein as Exhibit "A"; and

6. The Resources Committee is also aware that there are communities where their community cemeteries have reached their maximum use allowances and may have to withdraw more lands to handle the additional needs.

NOW THEREFORE BE IT RESOLVED THAT:

The Resources Committee of the Navajo Nation Council hereby requests that each community of the Navajo Nation designate lands for community cemeteries in accordance with Title 13, Navajo Nation Code, Chapter 11, Burials, Subchapter 1. Generally and Subchapter 3, Cemeteries, including 13 N.N.C. § 1951 and 2 N.N.C. § 695 (B) (5) and (6). Chapter resolutions recommending such land withdrawals shall be submitted to the Division of Natural Resources for consideration by the Resources Committee.

CERTIFICATION

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 9th day of December, 1999.

Robert B. Whitehorse
Vice Chairperson
Resources Committee

Motion: Jack Colorado
Second: Herman Daniels

RCD-289-93

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

RCJA-05-06

RESOLUTION OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

20th NAVAJO NATION COUNCIL - Fourth Year, 2006

AN ACTION

RELATING TO NATURAL RESOURCES; RESCINDING RESOLUTION NO. RCAP-073-82 AND APPROVING AND PROMULGATING NEW RULES FOR LAND, GRAZING AND FARMING DISPUTES FOR THE DISTRICT GRAZING COMMITTEES, EASTERN NAVAJO LAND BOARDS AND FARM BOARDS

BE IT ENACTED:

1. The Navajo Nation hereby rescinds Resolution No. RCAP-073-82 (Adopting and Promulgating Regulations for the Settlement of Land and Grazing Disputes), attached hereto as Exhibit "A".

2. The Navajo Nation hereby approves and promulgates "Rules for Land, Grazing and Farming Disputes" for the District Grazing Committees, Eastern Navajo Land Boards and Farm Boards, attached hereto as Exhibit "C".

CERTIFICATION

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 19th day of January, 2006.

LaVern Wagner, Vice Chairperson
Resources Committee

Motion: Harry J. Goldtooth
Second: Herman Daniels

RCJA-133-01

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving and Recommending that the Bureau of Indian Affairs Approve the New Navajo Nation 10-Year Forest Management Plan with Alternative No. 4 as the Proposed Action

WHEREAS:

1. Pursuant to 2 N.N.C. §§ 691 and 695 (B) (14), the Resources Committee of the Navajo Nation Council was established as a standing committee of the Navajo Nation Council and has legislative oversight authority for the Division of Natural Resources; and

2. Pursuant to 2 N.N.C. § 695 (B) (7), the Resources Committee of the Navajo Nation Council is authorized to oversee and regulate all activities within the Navajo Nation lands, including actions which may involve the disposition or acquisition of resources, surface disturbance, or alteration of the natural state of resources; and

3. Pursuant to 2 N.N.C. § 695 (B) (8), the Resources Committee of the Navajo Nation Council is authorized to approve overall Resource Management Plans of the Navajo Nation, including regulations governing the designation and use of resources; and

4. Pursuant to 2 N.N.C. § 695 (B) (12), the Resources Committee of the Navajo Nation Council is authorized to establish Navajo Nation policy with respect to the optimum utilization of all resources, including the authority to initiate and require studies of the natural resources for the protection and efficient utilization, management, administration, and enhancement of such resources; and

5. Pursuant to the National Indian Forest Resources Management Act, 25 USC § 3104 and General Forestry Regulations, 25 CFR § 163.11, a forest management plan must be prepared for all Indian forest lands prior to harvest of Indian trust timber and approved by the Secretary of the Interior; and

6. Pursuant to the National Environmental Protection Act (NEPA) planning process, 40 CFR §§ 1500-1508, five (5) forest management alternatives were developed for the Forest Management Plan by the Navajo Forestry Department using the

NOW THEREFORE BE IT RESOLVED THAT:

1. After review and consideration of the five (5) different forest management alternatives as presented and documented, the Resources Committee of the Navajo Nation Council hereby approves the New Navajo Nation 10-Year Forest Management Plan, attached hereto as Exhibit "B", and selects Alternative No. 4 as being in the best interest of the Navajo Nation.

2. The Resources Committee of the Navajo Nation Council further recommends that the Bureau of Indian Affairs approve the New Navajo Nation 10-Year Forest Management Plan with Alternative No. 4 as the proposed action.

3. Furthermore, the Resources Committee of the Navajo Nation Council hereby retains the opportunity and privilege to reevaluate the alternative plan from time to time.

CERTIFICATION

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 4 in favor, 0 opposed and 0 abstained, this 30th day of July, 2001.

George Arthur, Chairperson
Resources Committee

Motion: Elmer L. Milford
Second: Herman Daniels

RCJY-142-92

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Establishing a Moratorium on New Structures, New Homesites and Range Units Within the Navajo Commercial Forest Pending Development and Approval of a New Forest Management Plan

WHEREAS:

1. Pursuant to 2 N.T.C. Section 691 and 695, et seq., the Resources Committee was established as a standing committee of the Navajo Nation Council with the responsibility to oversee and regulate all activities involving the disposition, or alteration of the natural state of the resources, and approving homesite leases; and

2. By 23 N.T.C. Chapter 7, Section 704, the Tribal Forest Manager is to develop a forest management plan for the development, protection and utilization of forest resources; and

3. By 23 N.T.C. Chapter 9, Section 902, the Resources Committee of the Navajo Nation Council is given authority to establish regulations for the forest as proposed by the Forest Manager; and

4. The Navajo Forestry Department is in the process of developing a new ten (10) year forest management plan for the commercial forest area; and

5. There has been a concern over increasing uses and developments in the forest that may limit future uses and management of the forest resources; and

6. The Forestry Department has recognized that the use of the forest has changed from a summer grazing use with seasonal sheep camp sites, to permanent homesites with increased utilities supplied; and

7. The Forestry Department recommends that a moratorium be placed on approvals of any new homesites or related structures within the Navajo Commercial Forest pending completion of the ten (10) year plan for the forest, to ensure future uses for the forest are not limited by today's unplanned actions.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Resources Committee issues a moratorium on construction and approving any new homesite leases, range units and

related structures within the Navajo Commercial Forest, as identified on Exhibit "A", until a new ten (10) year forest management plan is approved by the Navajo Nation.

2. The Resources Committee directs all affected divisions, departments, programs, an entities to enforce this moratorium.

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 4 in favor, 0 opposed and 0 abstained, this 17th day of July, 1992.

Elmer L. Milford
Chairperson

Motioned: Irving Billy
Seconded: Mark Peshlakai

RCMA-34-03

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving Biological Resource Land Use Clearance Policies and Procedures to Assist the Navajo Nation Government and Chapters Ensure Compliance with Federal and Navajo Laws which Protect Fish, Wildlife, Plant Species and Their Habitat, and Expedite Land Use Approval

WHEREAS:

1. Pursuant to 2 N.N.C. § 691, the Resources Committee was established as a standing committee of the Navajo Nation Council; and

2. Pursuant to 2 N.N.C. § 695 (B) (14), the Resources Committee of the Navajo Nation Council is the oversight committee for the Division of Natural Resources which includes the Department of Fish and Wildlife; and

3. Pursuant to 2 N.N.C. § 695 (B) (11), the Resources Committee is authorized to oversee the enforcement and administration of applicable Navajo Nation and federal laws, regulations, guidelines, and administrative procedures in the development and utilization of resources; and

4. The federal government and Navajo Nation have enacted laws and regulations which protect, conserve, enhance, and restore fish, wildlife, plant species (wildlife species) and their habitat; and

5. The Navajo Nation government routinely approves of numerous land withdrawals, leases, rights-of-way, land use permits and other licenses and usufructuary interest in Navajo lands which may adversely affect wildlife species and their habitat; and

6. Pursuant to 26 N.N.C. § 1 et seq., the Navajo Nation Council adopted the Navajo Nation Local Governance Act (LGA) which authorizes certified chapters to approve of homesite and business site leases, land use permits, adopt zoning ordinances and develop comprehensive community based land use plans; and

7. Pursuant to 26 N.N.C. § 103 B., all authority exercised by chapters under the LGA shall be consistent with Navajo Nation laws; and

8. There is a need to adopt Biological Resource Land Use Clearance (BRLC) Policies and Procedures to assist the Navajo Nation government and chapters who are developing comprehensive community based land use plans ensure compliance with federal and Navajo laws and regulations which protect wildlife species and their habitat, and expedite land use approval; and

9. After extensive study and research, public and chapter input, the Navajo Nation Department of Fish and Wildlife (NNFWD) has developed BRLC Policies and Procedures, attached hereto as Exhibit "A", to assist the Navajo Nation government and chapters comply with federal and Navajo laws which protect wildlife species and their habitat, and expedite land use approval. Attached to the BRLC Policies and Procedures are maps which identify sensitive species/habitat areas covering the entire Navajo Nation; and

10. The BRLC Policies and Procedures have been designed to expedite the process for review and approval of land withdrawals, homesite leases, business site leases, land use permits, rights-of-way, and other similar land uses; and

11. The NNDFW provided copies of the draft BRLC Policies and Procedures to all 110 chapters through the Division of Community Development for their review and comments. The NNDFW received substantial support from the chapters and public for the proposed BRLC Policies and Procedures and it has been reviewed to incorporate their comments and concerns.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Resources Committee of the Navajo Nation Council hereby approves the Biological Resource Land Use Clearance (BRLC) Policies and Procedures, attached hereto as Exhibit "A", to assist the Navajo Nation government and chapters ensure compliance with federal and Navajo laws that protect wildlife species and their habitat, and expedite land use approval.

2. The Resources Committee of the Navajo Nation Council directs that said BRLC Policies and Procedures be used as a planning mechanism for all proposed land uses, including, but not limited to, rights-of-way, leases, homesite leases, subleases, assignment of leases, sand and gravel permits, prospecting permits, mission site permits, general land use permits, licenses and other similar uses of Navajo Nation trust and fee lands which require the approval of the Resources Committee or the Navajo Land Department.

3. The Resources Committee of the Navajo Nation Council hereby recommends that the Transportation and Community Development Committee, the Economic Development Committee, the Division of Economic Development, the Division of Community Development, certified Navajo Nation chapters, tribal enterprises and other Navajo Nation governmental entities which may have the authority to review and/or approve of the use of Navajo lands, adopt said Policies and Procedures.

4. The Resources Committee of the Navajo Nation Council declares the need for wildlife management to remain as a central government function due to lack of expertise at the local level.

5. The Resources Committee of the Navajo Nation Council hereby directs the Navajo Nation Department of Fish and Wildlife to work with and educate the public and chapters regarding the new BRLC Policies and Procedures and assist the chapters to incorporate said Policies and Procedures into their comprehensive community based land use plans as appropriate.

CERTIFICATION

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 13th day of March, 2003.

LaVern Wagner, Vice Chairperson
Resources Committee

Motion : Norman John, II
Second: Amos Johnson

RCN-194-02

RESOLUTION
OF THE RESOURCES COMMITTEE
OF THE NAVAJO NATION COUNCIL

Approving and Recommending that the Navajo Nation Council Authorize the Office of Hearings and Appeals to Hear and Decide Disputes Concerning Grazing Rights, Land Boundaries and Fences, to Hear Appeals of Administrative Decisions of District Grazing Committees, Eastern Agency Joint Land Board, and Hear Appeals of Administrative Decisions of the Director of the Navajo Land Department Concerning Homesite Lease Applications; and Amending 2 N.N.C. § 695 (B) (1), (B) (4), and 3 N.N.C. §§ 65 (E) & (F), 153, 172 (C), 173 (B), 176, 216, 241 (B) (6), 710 (A) & (B) (2), 832 (B), 852 (B), 875 and 949

WHEREAS:

1. Pursuant to 2 N.N.C. § 691, the Resources Committee was established as a standing committee of the Navajo Nation Council; and

2. Pursuant to 2 N.N.C. § 695 (B) (1), the Resources Committee is empowered to act as the Central Grazing Committee and resolve disputes concerning grazing rights, land boundaries and fences within the Navajo Nation; and

3. Pursuant to 2 N.N.C. § 695 (B) (4), the Resources Committee is empowered to review and decide disputes concerning homesite lease applications; and

4. In addition to the responsibility of hearing disputes and appeals of administrative decisions of District Grazing Committees, Eastern Agency Joint Land Board and the Director of the Navajo Land Department concerning homesite lease applications which are becoming more numerous, the Resources Committee has a number of other responsibilities that consume most of its time; and

5. There is a need, therefore, to transfer the authority for resolving disputes concerning grazing rights, land boundaries and fences to another entity which has the expertise for conducting hearings and provide an expeditious mechanism to resolve said disputes without the need for legal representation; and

6. There is also a need to transfer the authority for deciding appeals of administrative decisions of the District Grazing Committees, Eastern Agency Joint Land Board, and the Director of the Navajo Land Department concerning homesite lease applications and provide an expeditious mechanism to resolve said appeals without the need for legal representation; and

7. Pursuant to 2 N.N.C. § 1051, the Office of Hearings and Appeals was established to serve as an informed, fair and impartial forum for hearing disputes and appeals arising under applicable laws, rules and regulations of the Navajo Nation; and

8. The Resources Committee believes it will be in the best interest of the Navajo Nation to transfer the authority for hearing said disputes and appeals of administrative decisions to the Office of Hearings and Appeals; and

9. In order to carry out the intent of this resolution, amendments to the Navajo Code have been prepared and are attached hereto as Exhibits "A" and "B".

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Resources Committee approves and recommends that the Navajo Nation Council authorize the Office of Hearings and Appeals to hear and decide disputes concerning grazing rights, land boundaries and fences.

2. The Resources Committee approves and recommends that the Navajo Nation Council authorize the Office of Hearings and Appeals to hear appeals of administrative decisions of District Grazing Committees, Eastern Agency Joint Land Board and administrative decisions of the Director of the Navajo Land Department concerning homesite lease applications.

3. In order to minimize the cost/expense of resolving the above referenced disputes and appeals before the Office of Hearings and Appeals, the Resources Committee recommends that legal representation not be required; but interested party should have the opportunity to be represented by legal counsel at their option and own expense.

4. To carry out the intent and purpose of this resolution, the Resources Committee further approves and recommends that the Navajo Nation Council amends 2 N.N.C. § 695 (B) (1) and (B) (4) as provided in Exhibit "A"; 3 N.N.C. §§ 65 (E) & (F), 153, 172 (C), 173 (B), 176, 216, 241 (B) (6), 710 (A) & (B) (2), 832 (B), 875, 949 as provided in Exhibit "B".

5. The Resources Committee further recommends that the Navajo Nation Council authorize the Resource Enforcement Agency to enforce final decisions of the Office of Hearings and Appeals concerning grazing rights, land boundaries and fence disputes as well as final administrative decisions of the Director of the Navajo Land Department concerning homesite lease applications.

CERTIFICATION

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 6 in favor, 0 opposed and 0 abstained, this 14th day of November, 2002.

George Arthur, Chairperson
Resources Committee

Motion : Elmer L. Milford
Second: Norman John, II

RCS-51-85

RESOLUTION OF THE
RESOURCES COMMITTEE OF
THE NAVAJO TRIBAL COUNCIL

Establishing a Protection Zone within the Boundaries of Canyon De Chelly National Monument to Protect Scenic, Scientific, Natural and Cultural Resources from Activities and Developments Deemed to be a threat or an Adverse Impact Until a Joint Management Plan between the Navajo Nation Bureau of Indian Affairs, and the National Park Service is Developed and Approved

WHEREAS:

1. By Advisory Committee Resolution ACMA-35-84, the Resources Committee is responsible for all resource management and protection of scenic, scientific, natural and cultural resources; and

2. The Tribal Council Resolution 1922-1951 Res. page 40, passed July 8, 1930, approved a bill to authorize the President of the United States to establish Canyon de Chelly National Monument; and

3. Canyon De Chelly National Monument was established on February 14, 1931, by Presidential Proclamation with the consent of the Navajo Tribal Council to protect resources of scenic, scientific, natural, cultural and historical interest on all lands in Del Muerto, Canyon de Chelly, and Monument Canyon, and the canyons tributary thereto, and lands within one half mile of the rims of the said canyons; and

4. The National Park Service, the Bureau of Indian Affairs, and the Navajo Nation have established a core team to prepare a management plan for the Joint Management of these lands by these aforementioned agencies; and

5. The Joint Planning Team has identified issues and concerns and initiated public hearings to receive comments from local chapters, agencies, and interested individuals; and

6. The issues identified will be defined and management policies and guidelines will be developed to resolve problems and concerns, and to prevent adverse impacts that will destroy valuable resources are: The purpose and significance of Canyon De Chelly National Monument; Cultural and Natural Resource Management; Park Administration; future developments; visitor use and access; and

7. Adverse impacts to the Monument such as community encroachment and business related developments within the boundaries of Canyon De Chelly can be contrary to the new Joint Management Plan; and

8. The Chairman of the Navajo Tribal Council has asked the Chairman of the Resources Committee of the Navajo Tribal Council to establish a moratorium on new construction within the boundaries of Canyon De Chelly National Monument pending the development and approval of the Joint Management plan.

NOW THEREFORE BE IT RESOLVED THAT:

1. Adverse impacts will not be allowed, such as the development of structures and activities including:

A. House trailers;
B. Two story houses;
C. Wells and water tanks;
D. Tee-Pees, except those used for religious purposes;
E. Special uses, including research and film making;
F. Roads or trails including those for logging, woodcutting, homesites, utility access, and others;
G. Landfills or dumps for solid waste;
H. Commercial signs and structures, including ramadas;
I. Chaining for range management;
J. Quarrying, including borrow pits and mineral exploration;
K. Wood cutting in highly sensitive areas;
L. Timbering
M. Sewage disposal lagoons or treatment facilities;
N. Antennas;
O. Hogans, corrals, or other traditional structures;
P. Fences;
Q. Hunting;
R. Trapping;
S. Recreational four wheeling by recreation vehicles except authorized tour guide services.
T. Activities that are dangerous or hazardous in violation of Health and Safety Standards.

2. Disputes to the restrictions will be heard by a Subcommittee of the Core Team of the Joint Management Plan and recommendations of the dispute will be referred to the Resources Committee for a final decision. The joint management plan will include minimum criteria which can be used by the Subcommittee and Resources Committee to settle disputes that will arise. Disputes be considered on individual basis, and specific problems in addition to those identified by the joint management criteria will be addressed. Disputes must meet at least one of the following criterion:

A. be a project already in the design stages as of this date;
B. be an approved homesite lease where financing has been approved;
C. be a modification or enlargement of existing structures;
D. be a genuine, provable hardship, absent approval of the proposed development;
E. be a project within areas determined to be not significant for the protection of important resources or not necessary for visitor or administrative use.

3. The protection zone hereby established covers all lands within the approximate park boundary including a buffer along the south and north main roads at a distance 1,000 feet away from the road on the side away from the canyon rim. The protection zone will extend up to the Navajo Community College turnoff on the north rim and the Spider Rock turnoff including Monument, Canyon de Chelly, Black Rock, Del Muerto, and other significant canyons.

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

I hereby certify the foregoing Resolution was duly considered by the Resources Committee at a duly called meeting at Window Rock, Arizona at which a quorum was present, and that same was approved by a vote of 4 in favor and 0 opposed, this 5th day of September, 1985.

Andrew Benallie

Andrew Benallie, Chairman
Resources Committee

MOTIONED: Wallace Davis
SECONDED: Jeffrey Henry

CHECKLIST FOR HOMESITE LEASE (HSL) APPLICATION

Application that lacks any required information will be considered incomplete and will NOT BE ACCEPTED.

Homesite Lease Application Requirements

- ☐ 1 Please read the Eligibility Requirements before filling out the HSL Application. Applicant(s) must use blue or black ink to complete all application forms. NO WHITE OUT.
- ☐ 2 Original and up-to-date **Certificate of Navajo Indian Blood,** which can be obtained from the Agency Vital Records. Name(s), Date of Birth, census number(s) and signature(s) must correspond with the information shown on the Certificate of Navajo Indian Blood.
- ☐ 3 For joint applicants, valid **marriage license**.
- ☐ 4 **HSL Application**: Applicant must read and acknowledge Page 2 of HSL Application; **FORM 1**: Applicant must complete Page 4, Sections 1 and Coordinate with Grazing Officer/Land Board Member to complete Section 2 of **FORM 1** on page 4.
- ☐ 5 **FORM 2 - Consent Form(s):** Coordinate with grazing permittee(s) listed on the **"Field Clearance Certification"** to complete the "Consent Form(s)", if required. Obtain Grazing Official/Land Board Member signature after the grazing permittee(s) have completed the consent form.
- ☐ 6 **Receipt** showing payment for an Archaeology Inventory Report to be performed by a private archaeologist contractor or the Navajo Nation Archaeology Department.
- ☐ 7 **Receipt** showing payment for a certified land survey plat to be performed by a private registered land surveyor contractor.
- ☐ 8 Completed **Environmental Review Form** at the Agency Navajo Land Offices.
- 9 **$30.00** money order payable to the Navajo Nation for HSL Application non-refundable application fee.
- ☐ 10 **$32.50** money order or cashier's check for Biological Resource Clearance. Completed the **Biological Data Request Form** at the Agency Land Sub-offices to be submitted to Dept. of Fish & Wildlife electronically.

Grazing Official/Land Board Member Responsibilities

- ☐ 1 **FORM 1 - HSL Application**: Complete Section 2 of HSL Application on Page 4. Physically verify the proposed Homesite location utilizing a hand-held Global Positioning System (GPS) unit by reading the Latitude/Longitude coordinates [North American Datum 1983 (NAD83)] identifying the center point of the proposed homesite location. Verify the biological map area/zone.
- ☐ 2 **FORM 2 - Field Clearance Certification**: Identify all grazing permittees who are directly affected and impacted by the proposed homesite location identified in Section 2 of the HSL Application. Complete Field Clearance Certification before applicant can obtain written consent from the individuals identified on the Field Clearance Certification. Verify whether proposed homesite is within Navajo forest or woodlands, an area withdrawn for community development or conflicting land use plan, 750 feet of a major highway right-of-way, a half mile of a Navajo Nation or other permanent livestock waters.
- ☐ 3 **FORM 3 - Consent Form:** After the applicant obtains written consent from the permittees listed on the Field Clearance Certification, applicant shall provide the signed Consent Form(s) to the GO for verification of signature.

Submit Completed Application to the Navajo Land Sub-Office

Navajo Land Office, Post Office Box 2179, Chinle, AZ 86503	caroldale@frontiernet.net	(928) 674-2056
Navajo Land Office, Post Office Box 948, Crownpoint, NM. 87313	lisacodyyazzie@frontiernet.net	(505) 786-2376
Navajo Land Office, Post Office Box 208, Shiprock, NM 87420	toniasam@frontier.com	(505) 368-1120
Navajo Land Office, Post Office Box 3309,Tuba City, AZ 86045	norajames@frontiernet.net	(928) 283-3194
Navajo Land Office, Post Office Box 9000, Window Rock, AZ 86515	suzannenos@frontiernet.net	(928) 871-6523

Homesite Lease Regulations and HSL Application can be downloaded *FREE* from Navajo Land Department website: www.dinehbikeyah.org. Hard copies are available at Navajo Nation Records Management Office (264 Highway), Tse Bonito, NM. (505) 371-5113.

ELIGIBILITY REQUIREMENTS

1 The Navajo Nation shall not deny an application for a homesite lease based on the applicant's sex, religious association, clan membership, political philosophy, personal grudges, chapter affiliation, income, education, public or private status, or tribal affiliation so long as the applicant meets all requirements required by law.

2 Applicant(s) must be over 18 years of age.

3 An applicant can apply for only one homesite lease, with such withdrawal limited to one (1) acre or less of tribal trust or fee land, excluding withdrawals of lands for residential subdivisions and other types of withdrawals, pursuant to 2 N.N.C. § 501.

4 Applicant must be an enrolled member of the Navajo Nation, however, a non-member of the Navajo Nation who is legally married to an enrolled member of the Navajo Nation may be eligible through joint husband-wife application, with proof of such legal marriage, by issuance of a valid marriage license under the laws or jurisdiction of the Navajo Nation or any State.

ACKNOWLEDGEMENT

I, (We), acknowledge and understand the homesite lease restrictions and conditions set forth by

1. A Homesite Lease is intended for residential purposes only. All other non-residential uses are prohibited.
2. Homesite lease area shall not be used as a business site, mission site, grazing permit, bingo hall, dance hall, abandoned vehicle storage, or any fund raising activities. Lessee may not charge rent, sublease, lease or act as a landlord within a homesite lease premises.
3. Applicants shall not disturb or commence construction activities on the proposed site until the applicant receives an approved homesite lease. Be advised the Federal Laws may restrict or null application.
4. Homesite lease shall be fenced to avoid disputes; animal control; and for ingress and egress.
5. A finalized homesite lease is required prior to transporting mobile homes onto the Navajo Nation and a transportation permit must be obtained from the Navajo Land Department for a fee before any mobile homes enter the Navajo Trust or Fee Land.
6. Lessee shall maintain the lease premises in a safe and sanitary condition. All solid waste, hazardous waste materials such as non-operational vehicles, barrels, etc., must be disposed at approved sanitary landfill or transfer station. Lessee shall present a good appearance both inside and outside of the lease premises.
7. The Lessee's finalized Homesite Lease shall be available upon full payment of $900.00 ($12 annual payment X 75 year lease) payable in money order to the Navajo Nation and shall be paid at the Navajo Land Department.
8. A homesite application is not a homesite lease, therefore, it is not transferable by assignment or court order.
9. Lessee shall not use or cause to be used any part of the homesite lease premises for any unlawful conduct or purpose, including but not limited to bootlegging, gaming, and other illegal drug activities. Any illegal activities conducted on the homesite lease premises shall be considered a breach of the terms of the homesite lease.
10. Burials sites are prohibited within the homesite lease premises. See Resources Resolution No. RCD-216-99.
11. Livestock and corrals are prohibited within the homesite lease premises.
12. Homesite leases cannot be sold, but may be transferred or assigned to another qualified homesite lease applicant through the NLD For such transfers or assignments, the permanent improvements must be sold to the transferee or assignee at fair market value, subject to the terms of any mortgage(s). For the sale of permanent improvements located on a homesite lease, such sales must also include the transfer or assignment of the homesite lease where the improvement is located.
13. Is the proposed homesite lease not within 750 feet of a major highway right-of-way.

_____ _____

Applicant Date

_____ _____

Applicant Date

FOR JOINT APPLICANTS ONLY

_____ **Joint Tenancy with Right of Survivorship:**
Initial Property held by two or more persons jointly, with equal rights to possession and enjoyment during their lives. Under the doctrine of survivorship, the entire estate, upon the death of one of the joint tenants, goes to the survivor without the need to probate the descendant's estate. This shall not apply to married couples involving a Non-Navajo spouse. **NO PROBATE REQUIRED, HOMESITE GOES TO SURVIVING PERSON.**

_____ **Tenancy in Common:**
Initial Property held by two or more persons jointly, with equal rights to possession and enjoyment during their lives. However, unlike joint tenancy, when one co-tenant dies, the surviving co-tenant does not succeed to the decedent's interest. Rather, the decedent's fractional interest in the property must be probated. **PROBATE REQUIRED, COURT WILL MAKE DECISION, ATTORNEY FEES INVOLVED.**

_____ **Community Property:**
Initial Any property that is acquired by husband or wife during a marriage that is not separate or gift property to either the husband or wife. Community property principles will govern the distribution of the marital property upon dissolution of marriage in a fair and just manner, and may govern distribution of property upon the death of one spouse in accordance with 9 N.N.C. § 205. **PROBATE REQUIRED, COURT WILL MAKE DECISION, ATTORNEY FEES INVOLVED.**

The above mentioned cotenancy has been explained to us. We acknowledge and understand the difference.

Signed this _____ day of _____, 20____.

_____ Applicant Signature

_____ Census Number

_____ Applicant Signature

_____ Census Number

FOR OFFICE USE ONLY

HSL Application Form	☐	Consent Form (s)	☐	Cultural Resources Compliance Form	☐
Certificate of Indian Blood / ID	☐	GPS/UTM Coordinates	☐	Environmental Review Letter	☐
Marriage License	☐	Certified Land Survey Plat	☐	Biological Resource Clearance Form	☐
Non-Refundable $30.00 Filing Fee	☐	Topographic Map	☐	Reviewed by: _____	
Field Clearance Certification	☐	Archaeology Inventory Report	☐	Date: _____	

SECTION 1

I, (We) hereby apply for one (1) acre or less of Navajo Tribal Land for a homesite lease from the Navajo Nation for the purpose of developing a private dwelling for the term of seventy-five (75) years with option of renewal.

(Pursuant to CIB)

NAME: _____ CENSUS NO. _____ DOB: _____

NAME: _____ CENSUS NO. _____ DOB: _____

ADDRESS: _____

TELEPHONE NO.: ( ) _____ CELL: ( ) _____

MESSAGE: ( ) _____ EMAIL ADDRESS: _____

CHAPTER: _____ AGENCY: _____

COUNTY: _____ STATE: _____

GRAZING DISTRICT: _____

SECTION 2 - Grazing Officer/Land Board Member Responsibilities

Draw detailed map showing the location and direction to the proposed homesite. EXAMPLE: Milepost; State/County/Navajo Route #'s; Chapter House; Neighbors House/Hogan; Color of Structure(s), etc.

Biologicial Map Zone:	
BLUE/Area 3	☐
GRAY/Area 4	☐

Datum: NAD 83

Latitude: N Degree:_____ Minutes:_____ Second(s):_____

Longitude: W Degree:_____ Minutes:_____ Second(s):_____

N ↑

ACKNOWLEDGEMENT

_____ Grazing Official / Land Board Member

_____ Date

FIELD CLEARANCE CERTIFICATION

To be completed by the Grazing Official / Land Board Member

(THIS IS NOT A CONSENT FORM)

SECTION 1 - Grazing Officer/Land Board Member Responsibilities

I, _____,Grazing Official / Land Board Member of Grazing Management District, _____ community of _____ Chapter have identified the following individuals as land use or grazing permittee(s) who directly affected by the proposed homesite development as illustrated and proposed by the following homesite applicant(s):

_____	_____
Homesite Applicant (Print Name)	Homesite Applicant (Print Name)

SECTION 2 - Grazing Officer/Land Board Member Responsibilities

According to my records and to the best of my knowledge, the list of the affected permittee(s) referenced includes all of the permitted land users who are directly affected / impacted by the proposed homesite development.

	NAME	CENSUS NO.	GRAZING PERMIT NO.
1.			
2.			
3.			
4.			
5.			

SECTION 3 - Grazing Officer/Land Board Member Responsibilities

1 Proposed Homesite is within the Navajo Partition Land (NPL): ☐

2 Proposed Homesite is within Navajo fee land: ☐

3 Are there any improvements(s) on the proposed homesite?

Roads: ☐ Trails: ☐ Power Line: ☐ Waterline: ☐ Others: _____

4 Is there a permanent structure on the proposed site (*House*)? YES ☐ NO ☐

5 If yes, when was the house built? _____ (*Year*)

6 Does the applicant now live in the house? YES ☐ NO ☐

7 Is the applicant moving within 100 or less adjacent to an approved homesite lease? YES ☐ NO ☐

8 Is the proposed homesite within 750 feet of a major highway right-of-way? If yes, applicant must select a new site.

9 Is the proposed homesite within an area withdrawn or otherwise obligated for community development purposes or otherwise in conflict with a local land use plan and/or ordinance? If yes, applicant must select a new site.

10 Is the proposed homesite within the Navajo forest or woodlands? If yes applicant to contact the Navajo Nation Forestry Department and obtain an approval letter.

11 Is the proposed homesite within a half mile of a Navajo Nation or other government developed permanent livestock water? If yes applicant to select a new site or request written authorization from District Grazing Committee.

12 Is the proposed homesite within a farm plot or areas with Agricultural Land Use Permits? If yes, applicant must select a new site.

13 Is the proposed homesite lease not within 750 feet of a major highway right-of-way.

_____

Grazing Official / Land Board Member — Date

CONSENT FORM FOR NAVAJO TRUST / FEE LAND

I, _____hereby grant consent to the Navajo Nation to

_____ and _____ to lease one (1) acre or less of Navajo Tribal Land within my permitted grazing land use area for residential and infrastructure (*waterline, electrical powerline extension, gas line, sewer, telephone)* development, including ingress and egress, purposes as illustrated and acknowledged by the Grazing Official/Land Board Member on Section 2 of the Homesite Lease Application FORM 1.

I, further waive any rights I may have to compensate for the diminishment in value of my permitted grazing land use rights as a result of the proposed homesite, ingress and egress, easements and rights-of-way for infrastructure services line development. I further waive any rights I may have to contest my consent.

Signed this _____ day of _____, 20____.

X _____
Permit Holder's Signature

Census #: _____

Thumbprint

Grazing Permit No.: _____

Date of Issue: _____

☐ Right
☐ Left

WITNESS: _____

ACKNOWLEDGED:

_____ _____ _____
Grazing Official / Land Board Member Date Chapter

NAVAJO NATION
EPA
HOME SITE LEASE
ENVIRONMENTAL RESOURCES

INFORMATION

NAME(s): _____

CHAPTER AFFILIATION _____

YOUR MAILING ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PHONE/MESSAGE NUMBER _____

Email Address: _____

Navajo Agency Land Office: _____

Does your homesite lease currently have the following?

House	Trailer	Hogan	Corral	Fence
☐Yes ☐No	☐Yes ☐No	☐Yes ☐No	☐Yes ☐No	☐Yes ☐No

Access Road
☐Yes ☐No
How many mile(s) are you located from the nearest paved road?
_____ mile(s)
Paved Road Name/number:
_____

Power/Electricity Connected
☐Yes ☐ No
If yes, who provides the power/electric?
Name of company: _____

Solar panels
☐Yes ☐No

Wind Tower
☐Yes ☐No

Waterline connected
☐Yes ☐No

Cistern
☐Yes ☐No

Septic System
☐Yes ☐No

Leach/Drain field
☐ Yes ☐No

Sewerline
☐Yes ☐No

Lagoon
☐Yes ☐No
If yes, Individual?
☐ Yes ☐ No
Community?
☐Yes ☐No

What do you do with your household trash?
Burn Onsite? If yes, where do you take/haul the ash?
☐Yes ☐No _____
Take to landfill/dumpsite? ☐Yes ☐No
Take to local transfer station? ☐Yes ☐No
If yes, where? _____

Is this homesite lease: (CHECK ONLY ONE BOX)
- ☐ New lease
- ☐ Transfer Lease
- ☐ Name Change Lease
- ☐ Other (please specify) _____

Need the following to complete assessment:
- ☐ 7.5" US Geological Survey map showing area of interest along with GPS coordinates LAT/LONG, UTM;
- ☐ Aerial photo with outline of your proposed home site;
- ☐ Survey plat (optional);
- ☐ Arch report (optional)

Contact: Rita Whitehorse-Larsen, Senior Environmental Specialist
Office of Executive Director/Administration – Environmental Review
Mailing Address: ATTN: OER PO Box 339 Window Rock Arizona 86515
Office: 928-871-7188 Cell: 928-551-2058

NNHP

HOME SITE BIOLOGICAL CLEARANCE FORM (HSBCF)
- REQUEST FORM -

IMPORTANT: PLEASE SUBMIT REQUESTS THRU YOUR AGENCY HSL OFFICE

HOMESITE LEASEE INFORMATION

FIRST NAME/LAST NAME:

MAILING ADDRESS:

CITY, STATE, ZIP:

PHONE NUMBER and/or Email:

CHAPTER NAME:	COUNTY & STATE OF HOMESITE:	AGENCY:

NOTE: Processing fee is $32.50. Please make MONEY ORDER or CASHIER'S CHECK payable to NAVAJO NATION

PLEASE CHECK MARK ONE OF THE FOLLOWING:

☐ **NEW HOMESITE LEASE.**
Site is currently un-occupied by resident.

☐ **OCCUPIED HOMESITE LEASE.**
Site is currently occupied by resident.

YEAR OCCUPIED: _____

OTHER (to be filled out by HSL Office):

_____

- NLD OFFICE PLEASE COMPLETE -	- NNHP USE ONLY -
PREPARED BY: ☐ CHINLE NLD ☐ CROWNPOINT NLD ☐ SHIPROCK NLD ☐ TUBA CITY NLD ☐ WINDOW ROCK NLD	FILE#_____
MONEY ORDER? YES ☐ NO ☐	MO#_____
MO#_____	RECEIVED BY: ☐ EMAIL ☐ DROP-OFF by: _____
INDICATE RCP AREA #_____	DATE RECEIVED @ NNHP:
FORM VERIFIED BY: (PLEASE INITIAL & DATE): _____	

REQUEST FOR HOMESITE LEASE INVESTIGATION FORM
NAVAJO LAND DEPARTMENT

FOR OFFICE USE ONLY

APPROVED HSL #_____	☐	☐	
Permit Holder #_____	☐	☐	
Two Years Tally Count	☐	☐	
Filing Fee: $65.00	☐	☐	Reviewed by: _____
GO/Land Board Informed	☐	☐	Date: _____

SECTION 1

Please answer all the questions with detail information, so a thorough investigation can be conducted on your behalf in SECTION 3.

NAME: _____ CENSUS NO. _____ _____

NAME: _____ CENSUS NO. _____ _____

ADDRESS: _____

TELEPHONE NO.: ( ) _____ CELL: ( ) _____

MESSAGE: ( ) _____ EMAIL ADDRESS: _____

CHAPTER: _____ AGENCY: _____

COUNTY: _____ STATE: _____

GRAZING DISTRICT: _____ GRAZING PERMIT NO.: _____

SECTION 2

Draw a detail map showing the location and direction of the investigation of the homesite lease. EXAMPLE: Milepost; State/County/Navajo Route #'s; Chapter House; Neighbors House/Hogan; Color of Structure(s), etc.

Datum: Latitude: N Degree:_____ Minutes:_____ Second(s):_____

NAD 83 Longitude: W Degree:_____ Minutes:_____ Second(s):_____

N ↑

_____ Signature

_____ Date

SECTION 3

1 **Describe in detail the cause of your request for investigation:**

2 **What gives you the interest for an investigation on the homesite (lease) involved? Please be specific.**

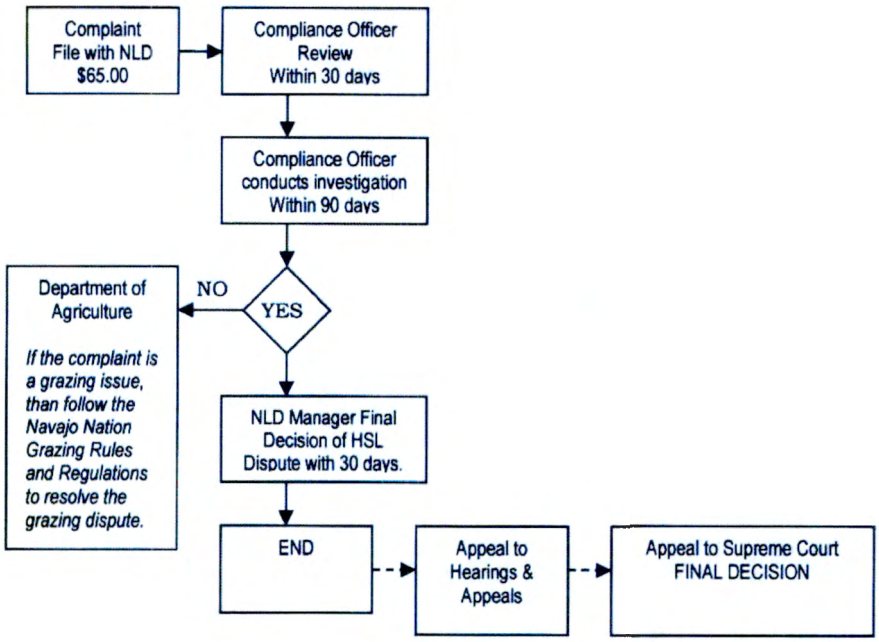
3 **Describe in detail how this proposed Homesite lease impacts you?**

4 Is the Homesite (lease) presently occupied? If yes, describe in detail.

5 Describe in detail how long this has been a problem?

6 What outcome or result(s) are your seeking?

HOMESITE LEASE INVESTIGATION PROCESS FLOWCHART



HOMESITE LEASE APPLICATION FEE; PENALITIES AND FINES FEE SCHEDULE

1.	Home site Lease Application Filing Fee:	$30.00
	a. Assignment	$45.00
	b. Amendment	$45.00
	c. Termination	$45.00
2.	Annual Fee	$12.00
3.	Home Site Land Use Adjustment Fee	
	a. Full acre $2,000.00	$2,000.00
	b. Half acre $1000.00	$1,000.00
4.	Home Site Land Use Adjustment Rent plus Annual Fee	
	c. Full acre $2,000.00 ($27.00 + 12.00)	$39.00
	d. Half acre $1,000.00 ($13.00 + 12.00)	$25.00
5.	Archaeological Survey (Fees to be established by services provider).	
6.	Resurvey Fee	$350.00
7.	Re-tie Survey Fee	$350.00
8.	Home site Application Dispute Filing Fee	$65.00
9.	Transportation Permits Fee	$30.00
10.	Land Surveyor Permit Fee	$30.00

PENALTIES AND FINES

• Warning citation (No fee)	
• 2nd Citation	$100.00
• 3rd Citation (Penalties with trespassing)	$200.00
• 4th Citation	$500.00

1.	Illegal Parking of Trailer/Mobile Home (Fees will apply until the Tenant comes into compliance)	$200.00 per month
2.	Storage Sheds, corrals, etc., without a lease / permit to improve (Fees will apply until the Tenant comes into compliance)	$200.00 per month
3.	Illegal burial open range locations (Fees will apply annually until the illegal burial sites comes into compliance)	$500.00 per incident
4.	Environmental Valuation is enforced by Navajo EPA (Junk cars/household trash).	

NAVAJO LAND OFFICE DIRECTORY

Chinle Land Office
PO Box 2179
Chinle, AZ 86503
(928) 674-2056 FAX: (928) 674-2059

Crownpoint Land Office
PO Box 948
Crownpoint, NM 87313
(505) 786-2376 FAX: (505) 786-2380

Ft. Defiance Land Office
PO Box 2249
Window Rock, AZ 86515
(928) 871-6523 FAX: (928) 871-7039

Shiprock Land Office
PO Box 208
Shiprock, NM 87420
(505) 368-1120 FAX: (505) 368-1123

Tuba City Land Office
PO Box 3309
Tuba City, AZ 86045
(928) 283-3194 FAX: (928) 283-3197

W. Mike Halona, Department Manager III
I. Harlan Charley, SPPS
Navajo Land Department
PO Box 2249
Window Rock, AZ 86515
(928) 871-6401 FAX: (928) 871-7039
Website: www.dinehbikeyah.org

PUBLIC EDUCATION

The Navajo Land Department will host a Public Education and comments on the **"Amendments of the Homesite Lease Policy and Procedures"** for the Navajo residence.

Navajo Nation Homesite Lease Policy & Procedures Amendment

EXHIBIT B

August 11, 2009
Tuba City Community Center
@ 9 am

August 13, 2009
Upper Fruitland Chapter
@ 9 am

August 18, 2009
Chinle Chapter
@ 9 am

August 26, 2009
Navajo Nation Museum
@ 9 am

August 27, 2009
Crownpoint Chapter @ 9 am

DISCUSSIONS:

- Homesite Lease Eligibility Criteria
- Modification
- Assignment
- Abandonment
- Voluntary Termination of homesite leases
- Moratorium of Homesite Lease in Forested area
- Fish & Wildlife Requirement
- Homesite Lease Dispute Resolution Process

Navajo Land Department
PO Box 2249
Window Rock, AZ 86515
Phone: 928-871-7141
Fax: 928-871-7039

FREE *FREE* *FREE*

DR. JOE SHIRLEY, JR.
President

BEN SHELLY
Vice President

April 30, 2008

MEMORANDUM

TO : Navajo Land Department Staff:

- Rick McCabe, Prinicipal Engineering Technician
- Nora James, Office Specialist
- Caroline Dale, Senior Homesite Agent
- Teddy Charles, Principal Engineering Technician
- Sarah Pete, Office Specialist
- Jimson Largo, Senior Engineering Technician
- Lisa Yazzie, Office Specialist
- Ray Joe, Senior Homesite Agent
- Suzanna Enos, Office Specialist
- Arlinda John, Senior Programs & Projects Specialist
- Jack Woodie, Senior Engineering Technician
- Irma Roanhorse, Administrative Assistant
- Everytt Begay, GIS Supervisor
- Alfred Dehiya, Senior Programs & Projects Specialist

FROM : _____
Mike Halona, Department Manager III
Division of Natural Resources - Navajo Land Department

SUBJECT: Confirmation of Joint Work Session – June 11-13, 2008

The Navajo Land Department will conduct a joint work session with the Resources Committee on June 11-13, 2008, at Route 66 Casino Hotel, Albuquerque, New Mexico, to finalize the revision of the Navajo Nation Homesite Lease Policy and Procedures, the proposed Navajo Land Department Fund Management Plans and the Navajo Land Title Data System which is a huge step toward the Navajo Nation to having its own Title Plant to archive any/all land records and fees due to the Navajo Nation.

It is essential for your participation in the work session. The Navajo Land Department will cover the lodging expense through a purchase order. Therefore, staff will be required to double-up to save cost. Please coordinate with Arlinda on lodging by Friday, May 2, 2008. A tentative agenda is attached for you information. We look forward to a successful work session. If you need additional information, please call Mr. Charley, Senior Programs & Projects Specialist, at extension 7142. Thank you.

ATTACHMENT

xc: Harlan Charley, Senior Programs & Project Specialist
Chrono/File

DIVISION OF NATURAL RESOURCES - Navajo Land Department
Post Office Box 2249 / Window Rock, AZ / 86515 / Telephone: (928) 871-6401 / Fax: (928) 871-7039

DR. JOE SHIRLEY, JR.
President

BEN SHELLY
Vice President

May 12, 2008

MEMORANDUM

TO : Department Managers
Division of Natural Resources

FROM: _____
W. Mike Halona, Department Manager III
Navajo Land Department

SUBJECT: Revised Homesite Lease Policies and Procedures

Attached is the revised Navajo Nation Home Site Lease Policy and Procedures for your comments. Please return your written comments to my office by Friday, May 23, 2008 to be incorporated onto the final draft for the Navajo Nation Resources Committee work session in June 2008.

Please call Mr. Harlan Charley, Senior Programs/Projects Specialist at extension 7142 if you have any questions. Thank you.

xc: Harlan Charley, Senior Programs/Projects Specialist
Chrono/File

DIVISION OF NATURAL RESOURCES - Navajo Land Department
Post Office Box 2249 / Window Rock, AZ / 86515 / Telephone: (928) 871-6401 / Fax: (928) 871-7039

Robert:
The staff went through the Homesite Policy on Wednesday, May 28th We need assistances with languages the following area:

1. Page 6 – Probate - is the definition sufficient?
2. Page 18 – 9.03 There are situations at the agencies office where more than two people wants their names on the Homesite lease. EX: Five sisters in Tuba City want all their names on the homesite lease that belong to their decease mother. They all live off the reservation. To prevent more than two people names on the homesite lease, we need language to prevent the court granting the applicants.
3. Page 20 - 10.02-04 – In the event, that a Non-Navajo spouse is decease, how do we treat Non-Navajos without dependent? Does the NN grant the Non-Navajo the homesite lease in this event, especially if the house is mortgage? Can the NN compensate the Non-Navajo the value of the house?
4. Page 23 – 13.02 – Many of the people just abandoned their HSL when it comes to Arch clearances. Some are more then seven years. We would like to give them two years grace period to complete their clearances.
5. Page 28 – 15.02 –language in respect to court decision.

Subdivision Homesite Leases - The Resource Committee issued a resolution _____ to give the chapter the authority to assigned subdivision homesite leases with the final approval of the Resource Committee to issue homesite leases in subdivision? Does the Resources Committee have the final decision on subdivision homesite lease and sign-off on the homesite lease within subdivisions?

Harlan

IMMEDIATE RELEASE

July 31, 2009

Contact:
Harlan Charley, SPPS
Navajo Land Department
(928) 871-7142
FAX: (928) 871-7039
h_charley@frontiernet.net

Agency Public Education on "Amendment to the Homesite Lease Policy & Procedures"

Window Rock, AZ – The Navajo Land Department will host orientations across the Navajo Nation in the month of August to receive comments on the **"Amendments of the Homesite Lease Policy and Procedures"** on following dates:

- August 11, 2009 – Tuba City Community Center @ 9:00 am
- August 13, 2009 – Upper Fruitland Chapter @ 9:00 am
- August 18, 2009 – Chinle Chapter @ 9:00 am
- August 26, 2009 – Navajo Nation Library/Museum and Visitor Center, Window Rock, AZ @ 9:00 am
- August 27, 2009 – Crownpoint Chapter @ 9:00 am

The one day public education session will provide an opportunity for participants to comment on the proposed amendment to the Homesite Lease Policy & Procedures to better promote individual home ownership. Thus, an approved Homesite Lease will provide the encumbrance of the leasee interest to secure capital for development of a private dwelling and the establishment of a residential infrastructure.

Your comments are important to the enhancement of the Homesite Lease eligibility criteria in respect to modification; assignment; abandonment; and voluntary termination of homesite leases. Also, participants will receive information on the Navajo Nation moratorium of Homesite Lease in Forested area; the protection of Fish & Wildlife requirements; and the new proposed Homesite Lease dispute resolution process. All elected officials are encouraged to attend.

For more information, please call Ms. Suzanne Enos at (928) 871-6523. The proposed Amendment to the Homesite Lease Policy and Procedures is available online at www.dinehbikeyah.org.

IMMEDIATE RELEASE

July 2, 2009

Contact:
Harlan Charley, SPPS
Navajo Land Department
(928) 871-7142
FAX: (928) 871-7039
h_charley@frontiernet.net

Public education on "Amendment to the Homesite Lease Policy & Procedures"

Window Rock, AZ – The Navajo Land Department will host an orientation for all Navajo Nation Grazing Officials to receive comments on the **"Amendments of the Homesite Lease Policy and Procedures"** on Tuesday & Wednesday, July 21-22, 2009 at the Navajo Nation Library/Museum and Visitor Center in Window Rock, Arizona, commencing at 8:30 a.m. each day.

The two day orientation will provide an opportunity for participants to comment on the proposed amendment to the Homesite Lease Policy & Procedures to better promote individual home ownership. Thus, an approved Homesite Lease will provide the encumbrance of the leasee interest to secure capital for development of a private dwelling and the establishment of a residential infrastructure.

Your comments are important to the enhancement of the Homesite Lease eligibility criteria in respect to modification; assignment; abandonment; and voluntary termination of homesite leases. Also, participants will receive information on the Navajo Nation moratorium of Homesite Lease in Forested area; the protection of Fish & Wildlife requirements; and the new proposed Homesite Lease dispute resolution process. All elected officials are encouraged to attend.

For more information, please call Ms. Suzanne Enos at (928) 871-6523 to confirm your attendance. The proposed Amendment to the Homesite Lease Policy and Procedures is available online at www.dinehbikeyah.org.

Public Announcement

Window Rock, AZ – The Navajo Land Department will host ***FREE*** orientations across the Navajo Nation to receive comments on the **"Amendments of the Homesite Lease Policy and Procedures"** at the following locations commencing at 9:00 am: 1) August 11, 2009 - Tuba City Community Center; 2) August 13th – Upper Fruitland Chapter; 3) August 18th – Chinle Community Center; 4) August 26th – Navajo Nation Museum; and 5) August 27th Crownpoint Chapter. Copies of the proposed amendments are available at the NLD & Agency Sub-offices or on the website: www.dinehbikeyah.org. Lunch will be provided. For more information, please call Mr. Harlan Charley, SPPS, at (928) 871-7142 or Ms. Suzanne Enos at (928) 871-6523.

Navajo Land Department & Navajo Nation Resources Committee
Joint Work Session, Route 66 Casino Hotel, Albuquerque, NM
June 10, 2008

TENTATIVE AGENDA

Tuesday, June 10, 2008

1:00 – 1:30 pm	View - Navajo Land Title Plant Presentation (15 minutes) Discussion
1:30 - 2:00 pm	Survey Plat Standards & Policy
2:00 - 4:00 pm	Reviewed the Final Draft of the Navajo Nation Homesite Lease Policy & Procedures
	Review the Homesite Lease Applications for each agency
4:00 pm	Set meeting room the Work Session
	Recess

Navajo Land Department & Navajo Nation Resources Committee
Joint Work Session, Route 66 Casino Hotel, Albuquerque, NM
June 11-13, 2008

TENTATIVE AGENDA

Wednesday, June 11, 2008

8:00 am	Introduction Welcome Address - Purpose of the work session Proposed Navajo Title Data System
8:30 – 12:00 pm	Revision of the Navajo Homesite Lease Policy & Procedures Section 1.00 through Section 6.00
	Break
12:00 – 1:30 pm	Lunch - On your own
1:30 – 5:30 pm	Continue Revision of the Navajo Homesite Lease Policy & Procedures Section 6.00 through Section 9.00
	Break
	Recess

Thursday, June 12, 2008

8:00 am	Recap on recommendations on additions and deletions
8:15 – 12:00 pm	Revision of the Navajo Homesite Lease Policy & Procedures Section 10.00 through Section 16.00
	Break
12:00 – 1:30 pm	Lunch - On your own
1:30 – 5:30 pm	Complete Revision of the Navajo Homesite Lease Policy & Procedures Section 16.00 through Section 33 Break
	Recess

Friday, June 13, 2008

8:00 – 12:00	Recap on recommendations
	Proposed Fund Management Plan
	Closing Remark
	Adjournment

Navajo Land Department Public Education
Amendments of the Homesite Lease Policy & Procedures
Navajo Nation Library/Museum and Visitor Center
Window Rock, AZ
July 21-22, 2009

AGENDA

Tuesday, July 21, 2009

8:00 – 8:30 am Registration

8:30 am Introduction and Welcome Address ..... W. Mike Halona
Department Manager

8:45 – 9:30 am Overview of the Navajo Nation Maps
The Importance of Community Land Use Plans

9:30 – 4:30 pm Presentation on the Amendment of the Navajo Nation Homesite Lease (HSL) Policy and Procedures

Section 2.00 Authority ..... Harlan Charley
Section 3.00 Purpose Senior Programs & Projects Specialist
Section 4.00 Scope
Section 5.00 Eligibility Requirements

Section 6.00 Local Grazing Official Responsibilities..... Bob Chester
Principal Engineering Technician
Richard John
Senior Engineering Technician

Section 7.00 Application Procedures and Requirements ..... Rick McCabe
Principal Engineering Technician

Section 8.00 Inheritance/Modification ..... Caroline Dale
Section 9.00 Assignment Homesite Agent
Nora James
Office Specialist

Section 10.00 Mortgages ..... Alfred Dehiya
Section 11.00 Amendments Programs & Projects Specialist
Section 12.00 Voluntary Homesite Lease Termination of Homesite Lease
Section 13.00 Fee Lands
Section 14.00 Abandonment

Section 15.00 Homesite Lease Dispute Procedures .....Raymond Joe
Section 16.00 Complaints to the Navajo Land Department Senior Homesite Agent

Section 17.00 Application/Lease Restrictions ..... Sarah Pete
Office Specialist
Rick McCabe
Principal Engineering Technician

12:00 – 1:30 pm Lunch in the Break Room
(*Compliments of the Navajo Land Department Staff*)

1:30 – 4:30 pm Continue Orientation of HSL Policy & Procedures Amendments
4:30 pm Recess

Wednesday, June 22, 2009
8:30 am Recap on recommendations on to the HSL Amendments
8:45 – 12:00 pm Continue Orientation on the Amendment of the HSL Policy & Procedures
Section 18.00 Forestry Restrictions . . . . . .
Section 19.00 Fish and Wildlife Requirements
Section 20.00 Eminent Domain
Section 21.00 Terms
Section 22.00 Renewal of Lease
Section 23.00 Annual Fees
Section 24.00 Amendments
Section 25.00 Homesite Forms
Section 26.00 Homesite Lease Policy and Procedures
Section 27.00 Waivers
Section 28.00 Enforcement (Reserve)
Section 29.00 Privacy Act

12:00 – 1:30 pm Lunch in the Break Room
(*Compliments of the Navajo Land Department Staff*)

1:30 pm Hand-on Global Positioning System (GPS) Training . . . . . .Everytt Begay
Geographic Information Systems (GIS) Supervisor

Closing Remark . . . . . Harlan Charley
Senior Programs & Projects Specialist

Adjournment

Chapters are encouraged to provide comments on the Homesite Lease Policy and Procedures Amendments. Copies are available at the Navajo Department Office or www.dinehbikeyah.org. Please submit your written comments to:

Navajo Land Department
PO Box 2249
Window Rock, AZ 86515
(928) 871-7142 ■ FAX: (928) 871-7039
h_charley@frontiernet.net

Navajo Land Department Public Education
Amendments of the Homesite Lease Policy & Procedures
Navajo Nation Library/Museum and Visitor Center, Window Rock, AZ
August 25, 2009

AGENDA

8:00 – 9:00 am	Registration	
9:00 am	Introduction and Welcome Address	W. Mike Halona Department Manager
9:00 – 9:30 am	Overview of the Navajo Nation Maps The Importance of Community Land Use Plans	
9:30 am	Presentation on the Amendment of the Navajo Nation Homesite Lease (HSL) Policy and Procedures	
	Section 2.00	Authority
	Section 3.00	Purpose
	Section 4.00	Scope
	Section 5.00	Eligibility Requirements
	Section 6.00	Local Grazing Official Responsibilities
	Section 7.00	Application Procedures and Requirements
	Section 8.00	Inheritance/Modification
	Section 9.00	Assignment
	Section 10.00	Mortgages
	Section 11.00	Amendments
	Section 12.00	Voluntary Homesite Lease Termination of Homesite Lease
	Section 13.00	Fee Lands
	Section 14.00	Abandonment
	Section 15.00	Homesite Lease Dispute Procedures
	Section 16.00	Complaints to the Navajo Land Department
	Section 17.00	Application/Lease Restrictions
	Section 18.00	Forestry Restrictions
	Section 19.00	Fish and Wildlife Requirements
	Section 20.00	Eminent Domain
	Section 21.00	Terms
	Section 22.00	Renewal of Lease
	Section 23.00	Annual Fees
	Section 24.00	Amendments
	Section 25.00	Homesite Forms
	Section 26.00	Homesite Lease Policy and Procedures
	Section 27.00	Waivers
	Section 28.00	Enforcement (Reserve)
	Section 29.00	Privacy Act
12:00 – 1:30 pm	Lunch in the Break Room (*Compliments of the Navajo Land Department Staff*)	
1:30 pm	Continue to comments on the Amendments to the Homesite Lease Policy & Procedures	

Closing Remark ..... Harlan Charley
Senior Programs & Projects Specialist

Adjournment

Chapters are encouraged to provide comments on the Homesite Lease Policy and Procedures Amendments. Copies are available at the Navajo Department Office or www.dinehbikeyah.org. Please submit your written comments to:

Navajo Land Department, PO Box 2249, Window Rock, AZ 86515 (928) 871-7142 ■ FAX: (928) 871-7039
h_charley@frontiemet.net

Questions to the Amendment of the Navajo Nation
Homesite Lease Policy & Procedure
Ft. Defiance Agency
Navajo Nation Museum
July 22, 2009

Section 7:03

"Mr. Wilbert of Kayenta questions or actually it's more of a comment, "Some people have approved Finalized Lease, later on in the year they allow their Children (kids) to live on their homesite instead of the person that the homesite was approve for, building homes, moving in trailers".

"Remember back to Treaty of 1868....."

Another participant, says "Grazing Permittees save Land for their children that live off the Reservation for so long, what if the children don't want to move back"?

Comments: "Grazing Permits are still valid even if there's no count for cattle, sheep, etc. The reason why some permit holders reduce or have on more livestock is due to severe drought, water is scarce, windmill is far away, windmill is damaged, etc".

QUESTIONS ON HOMESITE DISPUTES:

"Disputes just get toss from LGO, NLD & DOA. Mr. Tso suggest dispute be sent to Court directly. But who's to enforce this process".

Cecil Hubbell-"There are no Land disputes in Navajo Partition Land, or with New Lands. Chapter should withdraw about 60 to 70 acres and have people select a Lot or give it out to them; in this way disputes could be reducing and/or end the land disputes".

Section 15:03

A Lady participant says-"NAPI needs to be added to the Homesite Lease Regulation. Grazing Official need help with dispute, Rangers and Police Department too as well as PeaceMaker..."

An Effected Permittee comments: "It's the Chapters' responsibility to withdraw administrative areas for Homesites. It seems like Homesites are withdrawn only out in the grazing areas. Where's the chapter five management plan". Land modified, clustered homes, there has to be an easement.

"Confusion-These Laws don't involve Tradition. NN, State and Federal; and why do we have Census numbers?" Everyone should have access to Land; add common law.

"Black Mesa have no electricity, just a lot of ditches, are they entitled to get homesite?"
In the propose section, the word "protection" should be worded.

Section 6:601. "To accompany applicants is too much financial strain for LGO. Will business entity be able to purchase GPS unit for LGO? or do you just look to the chapter to purchase?"

Segregation of duties-"who does what? Etc. so we don't point finger, poke, poke, etc".

"Law Enforcement is very limited. "Can non-grazing permit holder sign the consent forms"?

"You don't need a homesite, if you'll be living traditionally, as long as you don't ask for assistance for electricity, waterline, phone connection, etc."

Overlapping-"How far is overlapping? Half a mile radius of consent should be accepted"

A lady asked "What is a Customary Use?"

Section 6:04-"Take word "impacted"; out and replace back with directly affected". Sawmill Chapter is against GPS Units".

"BONIFIED.....

"Navajo Partition Land 1972; permits are cancel, why is there no revision to where it's being worked on"?

"Range Unit-Section-grazing fee; and Right of Way Lease are they established"?

"Along the San Juan River who's in charge? Land Board or grazing officials"?

"Grazing Official have their policy in the grazing law book already"

Termination Fee? Why?

Homesite that have no fencing, cattle stray into homesite. Dog and cats laws are there. Clean up your homesite, no old clothes, old mattress, etc.

Harlan Charley

From: Gary [glouis@onhir.gov]
Sent: Wednesday, August 26, 2009 11:17 AM
To: 'Harlan Charley'
Subject: amendments to HSL

Harland I just thought of my other comment concerning the HSL amendments. Maybe there sholdbe a limit on the number of times a HSL lease can be transferred. An example of this is there is a client, Alfred Yazzie at New Lands transferred his lease To Glen Tsinnie. Glen Transfrred it back to Alfred and now Alfred wants to transfer it back to Glen. This all is a time consuming or time wasting on staff. There should be a maximum of 2 transfers on the same lease. Anway see what you think. I'll be in touch with any other when they come to mind. G-

Chinle Public Hearing/Education – August 18, 2009

? Draper – NPS boundary, what is preventing us from getting homesite leases in NPS?

When will we be able to get the application (new) given to us?

William Tsosie - Nobody ever relayed the message back to us on these issues before? Not by our delegates! If someone else from Low Mountain moves into our area, can anybody can apply for a homesite lease in the area? Movement of trailer and trash, it happens always and I voice my concern to the chapter.

Anslem Joe - This is a diease, appreciate the navajo interpretation, its just a legislation until its approved by Resource Committee. Fees will be just pocket by personnel, the land is not yours. If it is approved, the lease will be pulled from under you, especially if you made improvements on the lot, the Navajo Nation will have it.

Enforcement – Ranger can't do the out reach service, the GO end up dealing with these issues! Add addition personnel?

Rosie Tsosie – Traditional customery use land, what are the regulation? I don't know if there is a homesite lease?

Eugene Tso – District GO, some areas repeats itself and some area contradicts itself! HSL came about due to people requesting for homes (history), people can build there own homes among themselves. Nowadays, we use the language and start saying that individual does not have a homesite. Gang members control the reservation plus PD. Indian Determination Act – What is going to happen to our reservation line? Our leaders are just running with the pact! City and towns that surrounds us runs our community. We don't individuals? Navajos born and raised on these lease are being escorted off the premises.

Charlotte Begay – Just want to thank you, its true that our reservation is getting small due to leases and right-of-ways. Five Management with chapter, requesting fund from state and etc. The Nation is growing, and need to be open minded. Would like the EPA and NLD to provide training on what was discussed. Most of the time, the chapters don't have there record straight and end up going to WR. GPS was bought for the GO, but don't know if it's the right one. Need to start collecting data for chapter for emergency situation. Need to have a solid planning, need to make change now due to use liking school, bank and etc. Not a lot of tradition people among us, we are getting out of that cycle.

Joe Davis – Sounds so good but who is going to enforce the HSL policy/procedures? Does not believe in LGA, kind of leary of the Land Use Plan for Chinle. Where do I go for my livestock? Does he need to take his livestock where land is purchased by the Navajo Nation. Being told that he is liable? Consult with land users, instead of chapter

Public Education on Navajo Nation Homesite Lease Policy & Procedures
At Tuba City Chapter on August 11, 2009

Comments/Questions in red:

Section 1.00: Definitions
Section 2.00: Authority
Section 3.00: Purpose

1) Max Goldtooth Sr: please make in Navajo interpretations. most people don't understand even in English.
2) Are HSL applications being reviewed upon received at NLD?
3) Betty Goldtooth; She hold a grazing permit, now people comes to her for signature and lots of people lie to her of their residence. Now she really asks questions if that person has some relations to the family prior to consenting. Lots of people are moving into our area/community. Now she checks with her surrounding neighbors to prevent any disputes. And her complaints are that when she consents for HSL, but later now she sees livestock at the site. She commends the NLD for the Public Ed.
4) Not all Grazing Committee Members are being honest on HSLA; there should be another signature by another Chapter official.
5) Mr. Billygoddy: It's good to discuss the livestock within HSL. And HSL are commonly disputed within the family, he thinks that Grazing Permit holders are being excluded from the HSL process and are informed until at the end. When he reviews the old HSL Policy and the new policy there are not any big differences to him. And he sees some community needing subdivision development for them. He recommends that someone from the chapter needs to also signs on the HSL application too. He sees livestock in the town of Window Rock and it becomes a concern when an accident occurs.
6) Kathryn: What if an applicant scratches off a permit holder's name to consent and writes in another person's name, and the Grazing official has already signed off.
7) She has a HSL here in Tuba City, and now she is trying to get another HSL in Bennett-freeze area.
8) Upon HSL survey you should install rebars instead of wood sticks, where children can easily remove them.
9) Grazing permit is solely for grazing; not for HSL field clearances. it is a contradiction to him, the Resource Committee should think about it for us.
10) Harry Nez: he has 2 questions regarding the grazing permit; people that moved out of Bennett-freeze are seeking HSL here in Tuba City, and got HSL, later those people transferred their HSL to their children and the elderly people moved off. People from the Bennett-freeze area should be involved here, but they are not here.
11) Another question regarding some people/applicants scratching off some information and getting their HSL finalized.
12) Sharon (part Navajo & Hopi): She has a HSL, but she now needs HSL for her children they have no place to move or to get a HSL. She wants a land/HSL for her children and wants to view a map to find some lots. She finds places with restricted area.
13) Mr. Billygoddy: He finds lots of grazing areas are overlapping and it is hard to work with it. This area is reserved for administrative area.

near his house. He was informed that he can not connect to the APS powerline. He did not see any sign or notice regarding this public education on HSL, you should inform the people/public about this in advance of about 2 months ahead.

An approved lease, house built in 1940's, what happens if there is an archaeological site on the site, who does the house belong too? And the person applies for a new site about ½ a mile from the house.

NHA, you submit application and the HSL is return due to lacking documents like deed, legal description or conveyance/partial assignment. Do I have to re-do the whole application? Or just submit the requested info along w/the returned application.

Over fencing, is there a fine for removing/moving rebars? In the meantime, what happens right now? Who gets the charge? Is the applicant responsible for the fee?

Transferred HSL to sister, brother-law keeps pulling the rebars out. Why did I pay for the resurvey fee and when I go over there, cops are called in and I'm asked to leave. I have the grazing permit within that district/unit.

Who enforces all the regulation? Like right now, it all sounds good but enforcement portion is not identified.

What are the consequences or fine when the company or someone else remove the rebars or does damage to the property?

HSL is only for residential purposes? Corrals on these approved HSL, all corral should be outside of HSL if the individual has a grazing permit.

Farm Permit is not for an arena, should only be for farming.

Incorporate tradition/culture into the policy/procedures. Whats wrong with relocating the archaeological site to somewhere else.

People that do not abide by the laws/regulation do not attend chapter meetings. Grazing regulation is just being table by our higher boss.

Enforcement – movement of trailer by kids on to the parent's approved lease – please keep in mind that some of our kids do not attend meetings – feels like we are chasing our kids off our lease

Hold public hearings for our input/recommendations.

July 22nd.

Comments:

1. 1/2 rodeo is still in issue, it should be more, there are wild ~~actions~~ and also limited

2. HSL - Overlapping HSL - many of the ~~HSL~~ people are living too close and How are NRO going to fit the HSL into a neighborhood that are living close.

3. 9.04 Confessing
   1 More or less (1/2) = Need more clarification on the policy
   Page Tinkerer Chickasaw Clayton

4. $65.00 ~~fees~~ around ranch = who do we pay and where do we send the payment.

5. Allotted Land = The Policy does not address the issues. People are saying that if they have a residential lease and then allow to have a HSL on trust land.
   Le Chee Clayton

6. Can't have another HSL @ mis parent HSL and when I have the grazing privilege.
   - fresh is an issue = we need to have all the trust issue
   - The policy need to have to be in grammar tense.
     shall - demand
     may - if-is word.
     with future tense

7. Larry Rogers =
   Grammar is an issue of the HSL policy + procedures.

6.

6.08 = (contributed) = 6.06

6.09 reflect of relatives (use the definition relative) in this section.

Section: Requirements.

7.03 change all ~~signature~~ names should ...

thumbprint is used, F1 .. one (1)

7.04. Cost of Break down
Show the break down.

3 different loan element
- Borrowing remote area
- 1 acres in town ship.
- 1/2 acre in town ship

Quotation = put a clause on the loan application.

7.01.

Rock Springs
Robert Reich
P.O. Box 219
Gallup, NM 87317
(505) 593-3073

Rock Springs

* Relay on tradition in making a decision (what is the impact)

1968 - The Nation (Diné) - Interpreting laws differently
* An individual gets legal document and makes them start thinking they have powers
* Traditional values needs to be included
* Equal right / freedom; no restriction should be allowed
* Fundamental laws

Recommends; Landuse plan for each chapter,

15:6: Reference - be consist

E) Copy of minute from Dist. LOO Meeting

16: B) Written document from Comp. Officer why.

D. Who the enforcement agent - Define

Recommendation - 5 five agency - task force to redefine the policy with Agency Grazing Offical, because this policy only complete 50%. - recommendation.

1- 15:08 HPL-NPL-10-2-92 JO -

(2) Question Land Despute by Grace, Cancel Grazing Permit.

non-permitte - change,

"Any person shall not be denied - vs - dispute

Administrative Area - recommends change to make official Land withdrawal.

15:06-08 - concerns - permittee vs non-permittee

Recomends; Stay with language on the propose statement.

Do not change it.

Chinle

AMENDMENTS
HOMESITE LEASE POLICY AND PROCEDURES
COMMENTS

SECTION: 7.14 Resurvey

Applies to elderly
- Highly cost for them

SECTION: 14.00 Responsible

Who? The chapter - officials / delegates?
The Land Dept
- What about the Grazing Rep
He/She deals w/ Land Issues

SECTION: 17.00

Needs to be Enforced
- Bingo Hall
- Dance Hall
- Fund Raising Activities
- People selling from Homes

SECTION: 17.12

Needs to Be Enforced
This is BAD!

Please use the back for additional comments

19. Purpose, talk about purpose only. Other language put it on the preamble. Treat other with respect.
20. Scope: Natahgill, refer to them as Chapter, 18 communities.
21. PP does not refer to allotment, Eastern Navajo, address all as NN
22. Utilize as our Land not using BIA to guide us.
23. Navajo Tribe language change to Navajo Nation,
24. Section 6, Gray line Grazing , Land board, Farm – refer them to them as Navajo name, land official, Keyah official
25. 6:03 Cross out Approved by NN, redundant
26. 6:04 GPS – get cheap for $100,
27. Location: The application must include a map from a held GPS, L & L, identify proposed HS. Pinpoint by GPS, homeowner, where home is be located is where the center point should be
28. 606: Refer before 7/28/88 and add full time residence or seasonally.
29. 6:07; Land change to appoint an alternate Grazing from same district.
30. 6:08: Add, subsection will carefully construed with subsection 606
31. 6:09; Very confusing, reflect definition, of relative, involving relation if such member, interested party, by blood should be who relatives are.
32. 7:00 Requirement, strike and
33. 7:03: All signature, should be all name reflect name record with CIB
34. Thumbprint, go with one only, one witness or two witness
35. 7:04: Costs, exhibit or attachments, cost break down, chart
36. 7:01: Three different sizes of leases, as option. Out in the boonies 2 acres, other areas identify 1 acre, ½ acre and etc.
37. Protection; Clause put into Lease,

July 22, 2009

Section: 7 Application Procedures and Requirement

1. Roland Tso – 7:01 Applicant should be given P&P to read and sign application stating that they read and understand P&P.
2. 7:03: Escorting applicant to get consent and thumbprint, witness (clarify)
3. 7:04: Concern on increased fees
4. 7:03: Inform applicant to fill out application before giving to Grazing Official, Using black ink, instead of blue
5. 7:03: Thumbprint Witness: go back to 6:03, Re-clarify: Grazing and NLD
6. Thomasita James, GO from Pinion: work with NHA, rent to own Leases, look into comply with NHA guidelines. Dist. 4, NPL, very crunched, people from HPL need to understand that they have given up their land for their land exchange, livestock ownership be excluded.
7. Procedure and Requirement – Separate the two
8. Grazing Responsibility – 10 days – nothing on timeline for application to return to applicant. Sign the ones that are signed if four are recommended and only three signed, application should not be forwarded.

3. Mr. Tso - Complaint: 1993 Objection format never been used by NLD (opinion). Disputes are just being referred back to Grazing Official to handle. Peacemaking no background in agricultural and range management, causes problem. Recommend that the present Dispute procedure stay as is, use it, make it work by using it. Refer to Page 27
4. Herman Spencer/Houck: No enforcement, Ranger "let me see what I can use for protection" Dist. 18 – has one Dispute that is 15 years old, went thru procedure and hearings, none, not resolved yet. Waiting for Hearing & Appeals' decision. Has no support from the Ranger Dept. Do you have meeting with Ranger's?
5. Cecil Hubble with Hopi/Relocation Office - 15.03 NPL – no longer, now is Navajo Land (Reservation) Newlands, no homesite lease disputes, homesite leases already exist, have power lines, area for grazing. No such things as homesite or grazing dispute. Withdraw land for our children returning to the Navajo reservation. Boundary (Chapter or voting) grazing district should supersede the voting boundaries.
6. 15.08 #2 – strike out LUP, keep make beneficial use in policy. If we say no vegetation, than put it writing to let BIA Natural Resource know. Don't use that as an excuse.
7. Mother passed 65 units grazing permit, minimum grazing allowed, grazing permit transferred to another chapter in Crystal, wants to transfer permit to Sawmill.
8. Fred Nelson, Grazing Official – Only two permit holder to now, grazing and archaeological sites.
9. Tom Bia – Like the policy and will orientate his community. Is elected to help his people. Use common sense about selecting sites, disputes. To avoid all commotion, inform your community, keep them informed. Policy put in place for our grandchildren to use in the future. Archaeologist is there to prevent you from any delay.
10. Comment: A lot of duties and responsibility, need help in the Dispute, put Police Dept. and Ranger, need to be involved and with the PD and Peacemaking. With their help they do a job as a Grazing Official. Levi ate paper work.
11. Shannon from Pinion: Objector has to have a valid permit, tally count? Permit passed on to another, do they have the right to object?
12. 15:08 – 1. To add impact human being and environment.
13. Mr. Tso – 77 Bar Ranch, land purchase at Grand Canyon, can that be used for our children? Let us get involved to make decision on land purchases with government. Chinle have been forgotten.
14. Henry Barber of Sanostee – Looking at the Policy & Procedure will be interpreting different by certain individuals. Older generation interpret laws differently. Grazing permit holders does not make you superior to your brothers and sisters. Develop laws as a Navajos. When some one is applying without any argument, which should be in place. Now have fundamental laws in Title I. Thanks NLD for doing the best NLD can. Officials, let keep going, let design this land.

[redacted]

(man spoke)

2nd Question - What's missing is: As Navajo ~~are~~ do we
our land, how are we connected to the land.
3rd Question: Test to Chapter - lady, small land that we have
is being withdrawn for other business, gas station, etc. which it should be saved for
children, they live in tin cities as homeless. Land is away to my
[illegible]
4th Question - Man spoke, we're talking about policy that's not
approved yet.
Authority - BC Approved given to NLD Dir
LGA - Chapter All S/R chapters certified
1/2 PA Defs are certified, the rest need to be certified
Question - Mr. Gishay.
Sub: 9.5E4 Code provision NV Code should be attached
we know what it states.
Standing Rock, ND - title 2; LGA lady don't like authority
[illegible] here.
Allegiance person whose going to really have the authority
NN or B.I.A. over land issue, is B.I.A taking land ~~over~~
[illegible]
Timeline
purpose - people are building too many homes, unauthorized
[illegible] no more room for vegetation.
Confusion - The Council doesn't [illegible] tradition. NN, state & fed
do we have enough #? Everyone should have access to land.
Old common law
[illegible] Mesa No electricity, dirt roads, are they entitled to get
[illegible]

Questions July 22, 09

1. Fencing in fencing & cow walked in, dog & cat
Laws are there. Clean up your homesite, no old clothes
old mattress.
2. Another grazing official said we already have a lot of
responsibility; & adding the responsible of field Clearance
action. An applicant don't need to be given one acre, it can
be less if area is conjected.
9.04: Size. One acre or less, clarify it more.
Allotment & homesite?
Trash, Auto ~~ta~~ Coconino Cty pick up; LaChee Chapter
pick up trash for Senior Citizens. Help others, don't condemn.
Can a person have two homesites.
Shall, may, will
Lohatchi area spoke - EL Commission, Naa'lé - Regain
Land - Chapter profile - 1989 during the trail of MacDonald.
3.01 - Homesite Lease Regulations, rather than LHS Policy &
Procedures
Grazing official - should be Range official.
6.04 Global system
7. Witness portion, Consent form & 200RL forms.
Permit LGO - NTA - Rent to Own - contract Dist. & NPL
Lone - Church area. HPL need to understand free home,
electricity, water. (Hurstac should be exploited) Collateral -
signment.
time limit of how long LGO should take to sign Appl.
S/R participant, ~~Can Gra~~ Grazing permit) Can they be paid for
land?
TLC Ag LGO - Bennett Frazier. Application should be
access 494P for Clients for this area.
Robert Mack - Yes, you should access.
Robert Enrico - Eastern, Outside Agency - We work closely
to B.I.A. ~~Ca~~ they use GPS already. Educate others
and is on map already.

15.02 Homesite Lease Disputes

Please re-zone grazing permits area. Grazing permit holders are the only voices being heard. The really victims here are the children and grandchildren and other people that are just trying to obtain a acre for their livlyhood. Please desperate want a homesite but no one wants to gone.

CHECKLIST FOR HOMESITE LEASE (HSL) APPLICATION

Application that lacks any required information will be considered incomplete and will NOT BE ACCEPTED.

Homesite Lease Application Requirements:

- ☐ 1 Please read the Eligibility Requirements before filling out the HSL Application. Applicant(s) must use blue or black ink to complete all application forms. **No White out.**
- ☐ 2 Original and up-to-date **Certificate of Navajo Indian Blood (CIB),** which can be obtained from the Agency Vital Records Office. Name(s), age, census number(s) and signature(s) must correspond with the information shown on the CIB. A **Navajo Tribal Enrollment Card** can be used in lieu of a CIB.
- ☐ 3 For Joint applicants, please fill-out HSL Application on Page 3 of 6 and a valid **marriage license is required.**
- ☐ 4 **HSL Application FORMS 1, 2, & 3**: Applicant must complete HSL FORM 1 - Sections 1 and 2. Coordinate with Grazing Officer/Land Board Member to complete Section 2.
- ☐ 5 **$30.00** money order Payable to the **Navajo Nation** for HSL Application non-refundable application fee.
- ☐ 6 **HSL FORM 3 - Consent Form for Navajo Trust / Fee Land: Obtained signature of consent from the** grazing permittee(s) listed on the HSL FORM 2 - Field Clearance Certification and have Grazing Official/Land Board Member acknowleged FORM 3.
- ☐ 7 Attached a **receipt** showing payment for a private Archaeologist contractor to conduct **Archaeological Inventory Report for the proposed HSL.**
- ☐ 8 Attached a **Receipt** showing payment for a private Certified Registered Land Surveyor to conduct legal survey for your proposed HSL.
- ☐ 9 **$32.50** money order or cashier's check Payable to Navajo Nation for a Navajo Endangered Species List (NESL) request to obtain a Biological Resources Clearances from Navajo Nation Fish & Wildlife Department.
- ☐ 10 Navajo Nation Environmental Protection Agency (NEPA) will have the final Environmental Review for the proposed HSL.

Grazing Official/Land Board Member Responsibilities:

- ☐ 1 **Homesite Application FORM 1**: Complete Section 2. Physically verify the proposed Homesite location utilizing a hand-held Global Positioning System (GPS) unit by reading the Latitude/Longitude coordinates [North American Datum 1983 (NAD83)] identifying the center point of the proposed homesite location. Verify the biological map area/zone.
- ☐ 2 **Homesite FORM 2 - Field Clearance Certification**: Identify all grazing permittees who are directly affected and impacted by the proposed homesite location identified in Section 2 of the Homesite Application FORM 1. Complete Field Clearance Certification FORM 2 before applicant can obtain a written consent from the individuals identified on the Field Clearance Certification. Verify whether the proposed homesite is within Navajo forest or woodlands area. Also, an area withdrawn for community development or conflicting land use plan, 750 feet of a major highway right-of-way and a half-mile of a Navajo Nation or other permanent livestock waters.
- ☐ 3 **Homesite Consent FORM 3:** After the applicant obtains written consent from the permittees listed on the Field Clearance Certification, applicant shall provide the signed consent form(s) to the GO/LBM for verification of signature.

Submit Completed Application to Your Agency Office

Navajo Land Office, Post Office Box 2179, Chinle, AZ 86503	caroldale@frontiernet.net	(928) 674-2056
Navajo Land Office, Post Office Box 948, Crownpoint, NM. 87313	lisacodyyazzie@frontiernet.net	(505) 786-2376
Navajo Land Office, Post Office Box 208, Shiprock, NM 87420	lenora_tsosie@frontier.com	(505) 368-1120
Navajo Land Office, Post Office Box 3309,Tuba City, AZ 86045	norajames@frontiernet.net	(928) 283-3194
Navajo Land Office, Post Office Box 9000, Window Rock, AZ 86515	suzannenos@frontiernet.net	(928) 871-6523

Homesite Lease Regulations and HSL Application Forms can be downloaded *FREE* from Navajo Land Department website: **www.dinehbikeyah.org**. Hard copies are available at Navajo Nation Records Management Office, Tse Bonito, NM. (505) 371-5113.

ELIGIBILITY REQUIREMENTS

1 The Navajo Nation shall not deny an application for a homesite lease based on the applicant's sex, religious association, clan membership, political philosophy, personal grudges, chapter affiliation, income, education, public or private status, or tribal affiliation so long as the applicant meets all requirements required by law.

2 Applicant(s) must be over 18 years of age.

3 An applicant can apply for only one homesite lease, with such withdrawal limited to one (1) acre or less of tribal trust or fee land, excluding withdrawals of lands for residential subdivisions and other types of withdrawals, pursuant to 2 N.N.C. § 695.

4 Applicant must be an enrolled member of the Navajo Nation, however, a non-member of the Navajo Nation who is legally married to an enrolled member of the Navajo Nation may be eligible through joint husband-wife application, with proof of such legal marriage, by issuance of a valid marriage license under the laws or jurisdiction of the Navajo Nation or any State.

ACKNOWLEDGEMENT

I, (We), acknowledge and understand the homesite lease restrictions and conditions set forth by Navajo Nation and Federal laws, including but not limited to 25 U.S.C. §415, 25 CFR Part 162, and the Homesite Lease Regulations:

1. A Homesite Lease is intended for residential purposes only. All other non-residential uses are prohibited.
2. Homesite lease area shall not be used as: a business site, mission site, grazing permit, bingo hall, dance hall, abandoned vehicle storage, or any fund raising activities. Lessee may not charge rent, sublease, lease or act as a landlord within a homesite lease premises.
3. Applicants shall not disturb or commence construction activities on the proposed site until the applicant receives an approved homesite lease. Be advised the Federal Laws may restrict or null application.
4. Homesite lease shall be fenced to avoid disputes; animal control; and for ingress and egress.
5. A finalized homesite lease is required prior to transporting mobile homes onto the Navajo Nation and a transportation permit must be obtained from the Navajo Land Department for a fee before any mobile homes enter the Navajo Trust or Fee Land.
6. Lessee shall maintain the lease premises in a safe and sanitary condition. All solid waste, hazardous waste materials such as non-operational vehicles, barrels, etc., must be disposed at approved sanitary landfill or transfer station. Lessee shall present a good appearance both inside and outside of the lease premises.
7. The Lessee's finalized Homesite Lease shall be available upon full payment of $900.00 payable in money order to the Navajo Nation and shall be paid at the Navajo Land Department.
8. A homesite application is not a homesite lease; therefore, it is not transferable by assignment or court order.
9. Lessee shall not use or cause to be used any part of the homesite lease premises for any unlawful conduct or purpose, including but not limited to bootlegging, gaming, and other illegal drug activities. Any illegal activities conducted on the homesite lease premises shall be considered a breach of the terms of the homesite lease.
10. Burials sites are prohibited within the homesite lease premises. See Resources Resolution No. RCD-216-99.
11. Livestock and corrals are prohibited within the homesite lease premises.
12. Homesite leases cannot be sold, but may be transferred or assigned to another qualified homesite lease applicant through the NLD For such transfers or assignments, the permanent improvements must be sold to the transferee or assignee at fair market value, subject to the terms of any mortgage(s). For the sale of permanent improvements located on a homesite lease, such sales must also include the transfer or assignment of the homesite lease where the improvement is located.

_____	_____
Applicant	Applicant
_____	_____
Date	Date

FOR JOINT APPLICANTS ONLY

___ **Joint Tenancy with Right of Survivorship:**

ial Property held by two (2) or more persons jointly, with equal rights to possession and enjoyment during their lives. It is distinguished from other forms of cotenancy by the right of survivorship. Under the doctrine of survivorship, the entire estate, upon the death of one of the joint tenants, goes to the survivor, (*or, in the case of more than two joint tenants, to the survivors, and so on to the last survivor*); the estate of the deceased joint tenant has no interest, and because there is not interest for a testamentary will to transmit, a joint tenancy may not devise his or her interest in the joint tenancy.

In community property jurisdictions, including the Navajo Nation, it is possible for spouses to hold property in joint tenancy, but such property is separate and not subject to the court's distribution upon divorce, nor is it subject to probate upon the death of

Absence of a valid contrary contractual agreement among or between the joint tenants, each joint tenant may unilaterally sever the joint tenancy by conveying or encumbering his/her fractional interest. The grantee then becomes a tenant in common (see below) with other joint tenant or tenants and the right of survivorship is destroyed. The fractional interest of each joint tenant can also be taken in satisfaction of debts; such taking severs the joint tenancy. **NO PROBATE REQUIRED, HOMESITE GOES TO SURVIVING PERSON**.

_____ **Tenancy in Common:**

Initial Is identical to a joint tenancy in all but one significant attribute - it lacks the right of survivorship. When a cotenant in common dies, the surviving cotenant(s) does not succeed to the decedent's interest. Rather, the decedent's fractional interest in the property must be probated. **PROBATE REQUIRED, COURT WILL MAKE DECISION, ATTORNEY FEES INVOLVED.**

_____ **Community Property:**

Initial By statute, the Navajo Nation is a community property jurisdiction (see 9 N.N.C. § 205). If a married couple does not elected to hold their homesite in community property, then community property principles will govern the distribution of the marital property upon dissolution of marriage, and upon the death of one spouse, one half of the community property (the decedent's share) must be probated in accordance with Navajo law. **PROBATE REQUIRED, COURT WILL MAKE DECISION, ATTORNEY FEES INVOLVED.**

The above mentioned cotenancy has been explained to us. We acknowledge and understand the difference.

Signed this _____ day of _____, 20____.

_____ _____

Applicant Signature Census Number

_____ _____

Applicant Signature Census Number

FORM 1

HOMESITE APPLICATION FORM
NAVAJO LAND DEPARTMENT

FOR OFFICE USE ONLY

HSL Application FORM 1	☐	Consent FORM 3	☐	Cultural Resources Compliance Form	☐
rtificate of Indian Blood / ID	☐	GPS/UTM Coordinates	☐	Environmental Review Form	☐
Marriage License	☐	Certified Land Survey Plat	☐	Biological Resource Clearance Form	☐
Non-Refundable $30.00 Filing Fee	☐	Topographic Map	☐	Reviewed by: _____	
Field Clearance Certification FORM 2	☐	Archaeology Inventory Report	☐	Date: _____	

SECTION 1

I, (We) hereby apply for one (1) acre or less of Navajo Tribal Land for a homesite lease from the Navajo Nation for the purpose of developing a private dwelling for the term of sixty-five (65) years with option of renewal.

(Pursuant to CIB)

NAME: _____ **CENSUS NO.** _____ **DOB:** _____

NAME: _____ **CENSUS NO.** _____ **DOB:** _____

ADDRESS: _____

TELEPHONE NO.: ( ) _____ **CELL:** ( ) _____
MESSAGE: ( ) _____ **EMAIL ADDRESS:** _____

CHAPTER: _____ **AGENCY:** _____

COUNTY: _____ **STATE:** _____

RAZING DISTRICT: _____

SECTION 2

Draw detailed map showing the location and direction to the proposed homesite. EXAMPLE: Milepost; State/County/Navajo Route #'s; Chapter House; Neighbors House/Hogan; Color of Structure(s), etc.

Biologicial Map Zone:	
RED/Area 1	☐
PURPLE/Area 2	☐
BLUE/Area 3	☐
GRAY/Area 4	☐

Datum: NAD 83
Latitude: N Degree:_____ Minutes:_____ Second(s):_____
Longitude: W Degree:_____ Minutes:_____ Second(s):_____

N ↑

KNOWLEDGEMENT

_____ Grazing Official / Land Board Member

_____ Date

FORM 2

FIELD CLEARANCE CERTIFICATION

To be completed by the Grazing Official / Land Board Member

(THIS IS NOT A CONSENT FORM)

EXHIBIT D

SECTION 1

I, _____,Grazing Official / Land Board Member of Grazing Management District, _____ community of _____ Chapter have identified the following individuals as land use or grazing permittee(s) who directly affected by the proposed homesite development as illustrated and proposed by the following homesite applicant(s):

_____ Homesite Applicant (Print Name)

_____ Homesite Applicant (Print Name)

SECTION 2

According to my records and to the best of my knowledge, the list of the affected permittee(s) referenced includes all of the permitted land users who are directly affected / impacted by the proposed homesite development.

	NAME	CENSUS NO.	GRAZING PERMIT NO.
1.			
2.			
3.			
4.			
5.			

SECTION 3

1 Proposed Homesite is within the Navajo Partition Land (NPL): ☐

2 Proposed Homesite is within Navajo fee land: ☐

3 Are there any improvements(s) on the proposed homesite?

Roads: ☐ Trails: ☐ Power Line: ☐ Waterline: ☐ Others: _____

4 Is there a permanent structure on the proposed site (*House*)? YES ☐ NO ☐

5 If yes, when was the house built? _____ (*Year*)

6 Does the applicant now live in the house? YES ☐ NO ☐

7 Is the proposed homesite within 750 feet of a major highway right-of-way? If yes, applicant must select a new site.

8 Is the proposed homesite within an area withdrawn or otherwise obligated for community development purposes or otherwise in conflict with a local land use plan and/or ordinance? If yes, applicant must select a new site.

9 Is the proposed homesite within the Navajo forest or woodlands? If yes applicant to contact the Navajo Nation Forestry Department.

10 Is the proposed homesite within a half mile of a Navajo Nation or other government developed permanent livestock water? If yes applicant to select a new site or request written authorization from District Grazing Committee.

11 Is the proposed homesite within a farm plot or areas with Agricultural Land Use Permits? If yes, applicant must select a new site.

_____ Grazing Official / Land Board Member

_____ Date

EXHIBIT "E"

FORM 3

EXHIBIT E

CONSENT FORM FOR NAVAJO TRUST / FEE LAND

_____ hereby grant consent to the Navajo Nation to _____ and _____ to lease one (1) acre or less of Navajo Tribal Land within my permitted grazing land use area for residential and infrastructure (*waterline, electrical powerline extension, gas line, sewer, telephone)* development, including ingress and egress, purposes as illustrated and acknowledged by the Grazing Official/Land Board Member on Section 2 of the Homesite Lease Application.

I, further waive any rights I may have to compensate for the diminishment in value of my permitted grazing land use rights as a result of the proposed homesite, ingress and egress, easements and rights-of-way for infrastructure services line development. I further waive any rights I may have to contest my consent.

Signed this _____ day of _____, 20____.

X _____ Census #: _____

Permit Holder's Signature

Grazing Permit No.: _____

Date of Issue: _____

For Thumbprint Use Only

WITNESSES:

1 _____

2 _____

Thumbprint

ACKNOWLEDGED:

_____ Grazing Official / Land Board Member

_____ Date

_____ Chapter

EXHIBIT
F

RCD-289-93

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

COPY

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

EXHIBIT "A"

HOMESITE LEASE
POLICY & PROCEDURES

PREPARED BY
OFFICE OF NAVAJO LAND ADMINISTRATION
December 22, 1993

COPY

HOMESITE LEASE
POLICY AND PROCEDURES FOR
TRIBAL TRUST/FEE LAND

Section I. Definitions

Section II. Authority

Section III. Purpose

Section IV. Scope

Section V. Eligibility Requirements

Section VI. Local Grazing Official

Section VII. Application Procedures

Section VIII. Assignment

Section IX. Mortgages

Section X. Modification

Section XI. Relinquishment of Homesite Lease

Section XII. Abandonment

Section XIII. Objection

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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 two (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. § 4001(d).

I. "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. <u>AUTHORITY</u>

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. <u>PURPOSE</u>

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 nonmember 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 permittees 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 PROCEDURES

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 a 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 suboffice 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, if applicable
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. <u>ASSIGNMENT</u>

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 (½) 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. <u>MORTGAGES</u>

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 suboffice 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 suboffice 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. <u>OBJECTION</u>

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 suboffice 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 a 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

COPY

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 suboffice 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 308
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 request 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 of 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 DEPARTMENT OF JUSTICE, NRU (Determination of Leasehold Interest)

PHASE FOUR (4)

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

STAFF DIRECTORY

Central Office: (602) 871-6401/6402
Post Office Box 308
Window Rock, Arizona 86515
Director: Melvin Bautista
Asst. Director: Charles Morrison
Homesite Section: (602) 871-7055
- Raymond Joe, HSA III
- Clarence Begay,, RW II
- Julia Begay, Secretary I
- Suzanne C. Kee, Clerk II
- Arlinda John, Program Manager

Survey Section: (602) 871-7054
- Charles Joe, Supervisor
- Andrew Murphy, ET II
- Irvin Keeto, ET II

Tuba City Sub-Office: (602) 283-4981
Post Office Box 3309
Tuba City, Arizona 86045
- Ricky McCabe, ET III

Chinle Sub-Office: (602) 674-2056/2057/2058
Post Office Box 2179
Chinle, Arizona 86503
- Caroline Dale, HSA II

Shiprock Sub-Office: (505) 368-5279
Post Office Box 208
Shiprock, New Mexico 87420
- Teddy Charles, ET III

Eastern Agency Sub-Office: (505) 786-7321/7322
Post Office Box 948
Crownpoint, New Mexico 87313
- Allen Y. Nez, Land Claims Adjuster

Utah Sub-Office: (801) 651-3655
Post Office Box 410
Montezuma Creek, Utah 84534
- Margaret Dee, RW II

RESOURCES COMMITTEE OF THE NAVAJO NATION COUNCIL

Elmer Milford, Chairperson
George Arthur, Vice-Chairperson
Irving Billy
Frank Guerro
Norman John, II
Mark Peshlakai
Andrew Tso
Samuel Yazzie

OFFICE OF THE PRESIDENT
THE NAVAJO NATION

DNR-12747

2 N.N.C. § 164 Review Process

FROM: DIVISION OF NATURAL RESOURCES – Navajo Land Department
Harlan Charley, Senior Programs & Projects Specialist Ext. 7142

***

NAVAJO NATION DEPARTMENT OF JUSTICE

RECEIVED APR 28 2010 DEPARTMENT OF JUSTICE RECEPTIONIST DESK

DOJ 4-28-10 @ 1030 DATE/TIME
RFS# 10-0706
SAS# DNR12747
UNIT: NRU

REQUEST FOR SERVICES

~CLIENT TO COMPLETE~

DATE OF REQUEST: 4/23/20 DIVISION: Natural Resources

REQUESTING PARTY: Harlan Charley DEPARTMENT: Navajo Land Department

PHONE NUMBER: X7142 PROGRAM:

COMPLETE DESCRIPTION OF LEGAL NEED AND SERVICES REQUESTED (attach documents):

Final draft amendments to the Navajo Nation Homesite Lease Regulations to be considered by the Resources Committee of the Navajo Nation Council.

DEADLINE: REASON:

RECEIVED APR 23 2010 DEPARTMENT OF JUSTICE NATURAL RESOURCES UNIT

~DOJ SECRETARY TO COMPLETE~

DATE/TIME IN UNIT: RESPONSIBLE STAFF PERSON: Anthony

REVIEWED & ASSIGNED: TIME/HRS/MIN: COMPLETION DATE: 5-5-10

Greg

- [x] REVIEW FOR LEGAL SUFFICIENCY
- [ ] REQUEST FOR LEGAL OPINION
- [ ] RESOLUTION:
- [x] SURNAME
- [ ] APPOINTMENT/CONFERENCE/MEETING
- [ ] REVIEW & ADVISE

~DOJ ATTORNEY/ADVOCATE TO COMPLETE~

Return to NLD -- Pending finalization & BIA approval of the N.N. Grazing Permits Regulations. The Homesite Regulations need to be put on hold until finalized while of this [illegible] 11-3-10

REVIEWED BY: DATE: TIME: Hrs. Min.

SURNAMED BY: DATE: TIME: Hrs. Min.

DATE SENT TO DOJ RECEPTIONIST:

Called Harlan Charley for document pickup.
Date: 11-3-10 Time: 4:21 By: M

PICKED UP BY: Harlan Charley DATE/TIME:

PLEASE PRINT ♦ PLEASE PRINT ♦ PLEASE PRINT

NAVAJO NATION DEPARTMENT OF JUSTICE

DOCUMENT REVIEW REQUEST FORM

☒ RESUBMITTAL
April 2010

RECEIVED
OCT 11 2013
DEPARTMENT OF JUSTICE
RECEPTIONIST DESK

DOJ
10-11-13 @ 1:24p
DATE / TIME
☐ 7 Day Deadline
~~DOC~~ CLS #: 13-2033
SAS #: DNR 12947
UNIT: NR

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

CLIENT TO COMPLETE

DATE OF REQUEST:	10/11/2013	DIVISION:	Of Natural Resources
CONTACT NAME:	Harlan Charley	DEPARTMENT:	Navajo Land Dept.
PHONE NUMBER:	871-7142	E-MAIL:	Click here to enter text.

TITLE OF DOCUMENT: Cross Reference to RFS#10-0706 - April 2010 -- Approving the amendments to the Navajo Nation Homesite Regulation

DOJ SECRETARY TO COMPLETE

RECEIVED
OCT 11 2013
DEPARTMENT OF JUSTICE
NATURAL RESOURCES UNIT

DATE/TIME IN UNIT: 10-11-13 @ 1:30p REVIEWING ATTORNEY/ADVOCATE: ~~Katy Gronwald~~ 10-22-13 ONI

DATE/TIME OUT OF UNIT: 8/4/15 8:35a

DOJ ATTORNEY / ADVOCATE COMMENTS

REPLACE THE HSL w/ the latest copy you have compiling all our edits. That one is legally suff.

REVIEWED BY: (*Print*)	Date / Time	SURNAMED BY: (*Print*)	Date / Time
T. LORIA			8/3/15

DOJ Secretary Called for Document Pick Up on _____ **at** _____ **By** _____

PICKED UP BY: (*Print*) I. Harlan Charley DATE / TIME: 8/4/15 @ 8:32 am

NNDOJ/DRRF-July 2013