



DRAFT AMENDMENTS

TO THE
NAVAJO NATION

HOMESITE LEASE
POLICY AND PROCEDURES

Prepared by the
Navajo Land Department
Division of Natural Resources

Approved by
The Resources Committee of the Navajo Nation Council
~~Resolution No.~~ Legislation No. _____

The strike through will be deleted from the original Policy and the underline is new language, which will be inserted into the new policy.

TABLE OF CONTENTS

Section I 1.00	Definitions	3
Section II 2.00	Authority	7
Section III 3.00	Purpose	8
Section IV 4.00	Scope	8
Section V 5.00	Eligibility Requirements	8
Section VI 6.00	Local Grazing Official Responsibilities	9
Section VII 7.00	Application Procedures <u>and Requirements</u>	11
Section 8.00	<u>Inheritance/Modification</u>	16
Section VIII 9.00	Assignment	17
Section IX 10.00	Mortgages	18
Section X 11.00	Modification Homesite Lease <u>Amendments</u>	19
Section XI 12.00	Relinquishment of <u>Voluntary</u> Homesite Lease <u>Termination</u>	21
Section 13.00	<u>Fee Lands</u>	22
Section XII 14.00	Abandonment	22
Section XIII 15.00	Objection <u>Homesite Lease Dispute Procedures</u>	24
Section 16.00	Compliant to the Navajo Land Department	28
Section XIV 17.00	Application/Lease Restrictions	29
Section 18.00	<u>Forestry Restrictions</u>	31
Section 19.00	<u>Fish and Wildlife Requirements</u>	32
Section 20.00	<u>Eminent Domain</u>	32
Section XV 21.00	Term	33
Section XVI 22.00	Renewal of Lease	33
Section XVII 23.00	Annual Fee	33
Section 24.00	Homesite Lease Forms	34
Section 25.00	Homesite Lease Policy and Procedures	34
Section 26.00	Waivers	34
Section 27.00	Enforcement (Reserve)	34
Section 28.00	Privacy Act	34
<u>Section XVIII 29.00</u>	<u>Homesite Lease Policy Amendments</u>	34

SECTION I. 1.00 DEFINITIONS DEFINITION

- 1.00. A. ~~“Abandonment” - the act of shall mean~~ not making any attempt to make improvements on the approved lease premises or vacating the lease premises with out improvements for a period of two (2) years with no intention of developing the established ~~h~~-Homesite ~~l~~-Lease. (One (1) year for vacant lots within a subdivision).
- 1.01. Acre - a tract of land that measures 43,560 square feet equals one (1) acre or less than 43,560 square feet.
- 1.02. Adult - an individual who is 18 years of age or older.
- 1.03. Agricultural land use permit - a lease or permit for farming purposes on restricted land.
- 1.04. Approving/approval – the final action taken by the Bureau of Indian Affairs to approve a homesite lease.
- 1.05. Archaeological Clearance - the survey of land to determine the previous
- 1.06. human inhabitant of life as revealed by relics left by ancient people resulting in the issuance of a Cultural Resources Compliance Form.
- 1.07. Assignment - transferring a finalized homesite lease to another eligible individual.
- 1.08. Assignee - the person to whom the finalized homesite is assigned.
- 1.09. Assignor – the person who is assigning their finalized homesite lease
- 1.10. Community Property - property held by a married couple. This will apply to a Non-Navajo married to a Navajo Tribal member.
- 1.11. Conflict of Interest – A conflict between the public obligation and the private interest.
- 1.12. Consent - to agree, permit and approval by the Grazing Official and Grazing Permittee(s).
- 1.13. Improvement - means any structures; fencing of surveyed tract; building a shack, ramada, storage shed, foundation constructed for residential purposes.

- 1.14. Egress - the act of going out or leaving; the right to go out or place of going out; exit.
- 1.15. Encumbrance - a mortgage, deed of trust or other instrument, which secures a debt, owed by a lessee to a lender.
- 1.16. Environmental Assessment/Finding of No Significant Impact (FONSI)- the study of soil, climate, and living things that influence the form and the ability to survive of a plant or animal or ecological community.
- 1.17. Eminent Domain - the power of a sovereign government to take property for public use with payment of fair and just compensation to the owner.
- 1.18. B. “Fee Land” – Unrestricted means lands held by the Navajo Nation in simple fee title subject to taxation.
- 1.19. Field Clearance – Identification of the affected grazing permittee within a proposed homesite location by the Grazing Committee Member.
- 1.20. Forest Manager - (a.k.a. Department Director) – One who oversees the Navajo Forestry Department, with the authority to develop and recommend policy, rules, regulations, and management plans relating to the management of forest resources.
- 1.21. Grazing Permit – All livestock grazed on the Navajo Reservation must be covered by an authorized grazing permit issued by the Superintendent based upon the recommendation of the District Grazing Committee. Grazing Permit does not give title to land ownership.
- 1.22. C. “Homesite Lease Applicant” (HLA) – “means an eligible individual(s) who is ~~applying~~ has applied for a ~~Homesite Lease~~ Homesite Lease on Navajo Tribal Nation trust or fee land.
- 1.23. 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.~~
- 1.24. E. “Homesite Lease” – ~~means a written document evidencing approval from~~ approved by the Navajo Nation and the BIA Bureau of Indian Affairs to lease one (1) acre or less of Navajo Nation Tribal trust or fee land for residential purposes for 65 years.

- 1.25. Individual Indian Allotment - (Allotment) lands. A parcel of land granted to an Individual Indian by the United States and held in trust or restricted status for Individual by the government.
- 1.26. Infrastructure – The basic facilities/utilities needed for the functioning of a system such as waterline, powerline, telephone, and roads.
- 1.27. Ingress - the act of going in or entering, the right to enter; a means of entering; entrance.
- 1.28. 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. This will not apply to married couple involving Non-Navajo spouse.
- 1.29. Land lock - blockage of access to a leased premises or land.
- 1.30. Land Status - type of lands having different types of jurisdiction.
- 1.31. F.—“Lessee” – an individual(s) who has a finalized h Homesite l Lease approved by the Navajo Nation and the BIA Bureau of Indian Affairs.
- 1.32. G.—“Lessor” – the Navajo Nation or Navajo Land Department Manager. its duly authorized designee.
- 1.33. H.—“Local Chapter” – shall mean are units of local government which are politically subdivisions of the Navajo Nation a duly certified chapter of the Navajo Nation, pursuant to 2 N.T.C. § 4001(d).
- 1.34. I.—“Local Grazing & Farming 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.
- 1.35. Navajo - an enrolled member of the Navajo Nation.
- 1.36. Non-Navajo - a person who is not an enrolled member of the Navajo Nation.
- 1.37. Navajo Forest - all Navajo controlled lands supporting ponderosa pine, Douglas fir, cork bark, fir, aspen, blue spruce and Engle mann spruce in some combination, which together comprise a crown closure of greater than seven percent (7%).

- 1.38. Navajo Woodland - all Navajo controlled lands supporting oak, pinyon, and juniper in some combination, which together comprises a crown closure of greater than seven percent (7%).
- 1.39. Professional Surveyor - a surveyor who engages in practices of land surveying and is so qualified to practice as attested by legal registration as a professional surveyor. The surveyor must be registered with the respective state where he/she surveys (Arizona, New Mexico and Utah).
- 1.40. ~~J. “Probate” -~~ Legal determination of the validity of property through a ~~means the process of collecting a~~ heirship data of a ~~decendent’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.~~
- 1.41. ~~K. “Relinquishment”~~ Termination ~~– means surrendering or renouncing to end one’s interest in a~~ h Homesite ~~† Lease by~~ default or mutual consent and allowing such interest to revert back ~~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.~~
- 1.42. Relative is defined as 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.
- 1.43. Restricted land – Title to land held by a tribe or an Individual Indian subject to restrictions that can only be alienated or encumbered by the owner with the approval of the Secretary of the Interior because of limitations contained in the conveyance instrument pursuant to Federal law.
- 1.44. Right-of-Way – an easement is a legal right of passage over another parcel of land, such as strips of land for roadways, railroads, powerline, oil and natural gas line, telephone lines and other utility service line.
- 1.45. Surface Use - the right or privilege to utilize the external layer of land for various type of land use.

- 1.46. ~~L. “Surveyor”~~ means one a person who determines an area or a portion of the earth’s surface by length, direction of boundary lines, and contour of the surface. ~~The surveyor must be registered with the Office of Navajo Land Administration and with the respective state where he/she surveys.~~
- 1.47. Tenure - the right and term of holding real estate.
- 1.48. Tenancy in Common - Interest in property held by two or more persons but it lacks the right of survivorship.
- 1.49. Trespass - entering unlawfully upon the land of another.
- 1.50. Trust Land – lands where the Federal Government holds the fee title for Individual Indians or Tribes, by treaty or statute, and is subject to a fiduciary responsibility to the Individual or Tribal members as beneficiaries.
- 1.51. ~~M. “Watering Point”~~ means all tribally developed and maintained springs, wells, and charcos or deep reservoirs intended for livestock use.
- 1.52. Unrestricted lands - lands held by the Navajo Nation in Fee status.

SECTION II 2.00 AUTHORITY

- 2.01. The Resources Committee of the Navajo Nation Council approved ~~the this~~ the this Homesite Lease Policy and Procedures on December 22, 1993, pursuant to RCD-289-93, which shall supersede these guidelines approved by RCJ-6-88. ~~This authority is codified in the Navajo Tribal Code at 2 N.T.C. §695(b)(4)(i).~~ On Month/Date/Year, the Resource Committee of the Navajo Nation, pursuant to (RESOLUTION/Legislation NUMBER) amended the Homesite Lease Policy and Procedures which shall supersede RCD-289-93. Further, the Resources Committee of the Navajo Nation Council has the authority to delegate authority to the Department Director of the Navajo Land Department to review and grant individual Homesite Leases in accordance with procedures as adopted by the Resources Committee of the Navajo Nation Council, as provided in 2 N.N.C. § 695 (B)(4). Any and all land use transactions are considered and approved in accordance with 2 N.T.C. §695(B)(4) and Resolution No. RCD-289-93 of the Resources Committee of

the Navajo Nation Council, the provisions of 25 U.S.C. §415, as implemented by the regulations contained in 25 C.F.R. Part 162.

SECTION III 3.00 PURPOSE

3.01 ~~It is the~~ The purpose of the ~~h~~ Homesite ~~Lease~~ Policy and ~~p~~ Procedures is to regulate the issuance, ~~transfer~~ assignment, ~~relinquishment~~ termination, amendment, and ~~execution~~ approval of ~~h~~ Homesite ~~Leases~~ to ~~qualified applicants in a timely manner.~~

The issuance of a ~~h~~ Homesite ~~Lease~~ is intended to promote individual home ownership for qualified applicants. An ~~established~~ approved ~~h~~ Homesite ~~Lease~~ provides for the encumbrance of the leasehold Lessee interest to secure capital for development of a private dwelling. ~~In addition~~ Additionally, ~~the~~ this expedited ~~h~~ Homesite ~~Lease~~ procedures shall will benefit those Navajo families directly affected by relocation as a result of P.L. 93-531 (as amended). A ~~h~~ Homesite ~~Lease~~ is intended for use in a situations where an individual intends to establish a residence and/or obtain infrastructure. ~~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 4.00 SCOPE

4.01 The ~~h~~ Homesite ~~Lease~~ Policy and ~~p~~ Procedures shall apply to Navajo Nation trust or fee lands, ~~including the Navajo Partitioned Land and the~~ Natah'a Dziil Chapter; ~~Chambers/Sanders Trust Lands (see P.L. 96-305) that~~ which are within the territorial boundaries of the Navajo Nation, ~~including satellite Navajo Reservations. This~~ h Homesite ~~Lease~~ Policy and ~~p~~ Procedures does will not apply to ~~i~~ Individual Indian a Allotments, Band Lands and other Federal withdrawn areas.

SECTION V 5.00 ELIGIBILITY REQUIREMENTS

The following criteria shall be considered in determining eligibility of applicants seeking to obtain a ~~h~~Homesite Lease on Navajo Nation trust or fee lands:

- 5.01 A. ~~An applicant must be an enrolled member of the Navajo Tribe~~ Nation.
- 5.02 B. ~~An applicant must be eighteen (18) years of age or older.~~
- 5.03 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~~
 - A. ~~(ii) The non-Navajo is legally married to an enrolled member of the Navajo Tribe, and the h Homesite l Lease application is submitted jointly under s Section VII~~ 7.00, must provide proper legal documentation.
- 5.04 D. ~~A~~ An qualified HLA eligible homesite applicant ~~may~~ can apply for only one (1) acre or less (at the minimum half an acre with exception of subdivision) homesite lease within a the boundaries of the Navajo Nation trust and/or fee land including Natahdziil Chapter.

SECTION VI 6.00 LOCAL GRAZING OFFICIAL RESPONSIBILITIES

- 6.01 A. ~~The LGO~~ Local Grazing Official shall be responsible for identifying all of the grazing permittees who are directly affected by the proposed homesite location. ~~application. The LGO~~ Local Grazing Official shall ~~may~~ accompany the HLA(s) Homesite Lease applicant(s) in asking for consent from the identified grazing permittee(s).
- 6.02 B. ~~On Navajo~~ Nation Tribal fee land, the LGO Local Grazing Official shall give written ~~general~~ notice to individuals who have grazing privileges within affected range units concerning the proposed homesite ~~development~~.
- 6.03 C. ~~The LGO~~ Local Grazing Official shall be solely responsible for certifying and acknowledging field clearance(s) by ~~executing a~~ signing and dating (in black ink) the field clearance ~~certification~~ form No. HSA-FC-004, ~~which is~~ approved by the Resources Committee of the Navajo Nation Council.

- 6.04 ~~D.~~ The LGO Local Grazing Official shall attach the consent form(s) No. HSA-FC-005 obtained from the ~~directly-affected~~ impacted grazing permittee(s) to the ~~Field e~~ Clearance certification form No. HSA-FC-004. The ~~Field e~~ Clearance form and consent form(s), shall be submitted with the ~~Home~~ Homesite lease application to the Navajo Land Department. The ~~location of the~~ application must include a map with data from a hand-held Global Positioning System (GPS) reading of the Latitude/Longitude coordinates [North American Datum 1983 (NAD83)] identifying the center point of the proposed homesite location 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. If the homesite location is changed after the acknowledgement by the Local Grazing Official, it will render the homesite application invalid.
- 6.05 ~~E.~~ On Lands within the Eastern Navajo Agency, the LGO Eastern Land Board shall be responsible for providing written notices on all proposed homesites giving general notice of proposed homesite development to permittees persons who have valid grazing privileges within their respective range management units and grazing districts.
- 6.06 ~~F.~~ An Any existing permanent structure private dwelling not in dispute shall be exempt from field clearance certification requirements, provided that the structure was has been established before July 28, 1988 and is for two (2) or more years currently and is occupied. The existing private dwelling must be within the exterior boundaries of the proposed homesite lease site. The LGO Local Grazing Official shall be responsible for verifying the stipulations provided herein.
- 6.07 When the Local Grazing Official cannot perform his or her duty because of a conflict of interest or for any legitimate reason, the homesite applicant may request the Grazing Management Office to appoint an alternate Grazing Official to perform the duties described in Section 6.00 §6.03 and 6.04.

- 6.08 Any homesites requested within the Navajo forest or woodlands, the Local Grazing Official will inform the applicant to contact the Navajo Forestry Department, in accordance to RCJY-142-92 and Navajo Fish and Wildlife for Biological Resources Land use clearance in accordance to RCMA-34-03. The Local Grazing Official shall incorporate into the homesite lease application any recommendations issued from Navajo Forestry Department and Navajo Fish and Wildlife.
- 6.09 A Local Grazing Official shall not be involved in any actions involving relatives (Reference Section 1.00 § 1.41), for the purpose of this policy.
- ~~6.10 G. LGO's tasks are complete when he/she has identified those grazing permittees that are directly affected by the proposed development.~~

SECTION VII. 7.00 APPLICATION PROCEDURES AND REQUIREMENTS

- 7.01 Phase One (1) Applicant Responsibility Application forms will be made available from Navajo Land Department or its agency sub-office. Homesite application and Policy and Procedures are also available on the Navajo Land Department Website www.dinehbikeyah.org
- 7.02 The Navajo Land Department will supply the name of the designated Local Grazing Official to the Homesite Lease Applicant for field clearance form No. HSA-FC-004 and consent form(s) No. HSA-FC-0005. See Local Grazing Official responsibilities for completion of these forms. Section 6.00.
- 7.03 A. The applicant(s) must sign his/her their own name(s) in black ink on all signature lines of the application. ~~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 with the Navajo Tribal Enrollment Services Office. If a HLA homesite lease applicant does not write his/her name, then a right or left thumb print is ~~shall~~ be used. The thumb print must be applied to all ~~eight (8)~~ signature lines applications with one (1) or two (2) witnesses attesting to each thumbprint in the presence of the Land Department staff (the homesite applicant cannot be a witness).

7.04 B.—The HLA homesite lease applicant shall then submit his/her original homesite lease application with properly completed field clearance certification and consent form with proper signatures and dates to the ONLA Navajo Land Department or its Agency Sub Office for processing of the application attached with the following:

- a. Filing Fee: \$30.00 money order ONLY (non-refundable)
- b. Receipt showing full payment for a Archaeological Clearance (if required)
- c. Biological resource land use Clearance (if required)
- d. Completed Field Clearance and consent form(s)
- e. Environmental Assessment (if required)

7.05 C.—The HLA Homesite Lease Applicant shall pay a non-refundable filing fee in the amount of ~~fifteen dollars (\$15.00)~~ thirty dollars (\$30.00) 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.~~

7.06. C.—The ONLA ~~Homesite section~~ Navajo Land Department shall review for completeness and compliance each ~~h~~ 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~~
 1. Verify the name, age, census number per Certificate of Navajo Indian Blood Address (If there are any changes, Navajo Land Department must be notified.)
 2. Contact Phone Number (If there are any changes, Navajo Land Department must be notified.)
 3. Location map of proposed homesite must be drawn in black ink including the Latitude and Longitude NAD 83 identifying the center point of the homesite location.
 4. Local Grazing Official's Certifications (signature and date) in black ink.
 5. Consent forms (signature and date) in black ink
 6. Tenure (Refer to Section 1.00 § 1.46:
 - a. Joint Tenancy (Refer to Section 1.00 §1.27). A married couple involving a Non-Navajo spouse can not file "Joint Tenancy" Tenure.
 - b. Tenancy in Common (Refer to Section 1.00 §1.47).
 - c. Community Property (Refer to Section 1.00 § 1.10).
- 7.07 Upon review and acceptance of the homesite application Navajo Land Department will issue a receipt for the \$30.00 Filing Fee.
- 7.08 Any homesite application that is incomplete will not be accepted by Navajo Land Department and shall be returned to the applicant.
- 7.09 Archaeological Clearance Requirements: On July 28, 1988, the BIA Area Director issued a memorandum to modify the existing policy concerning homesite lease approval between the BIA and Historic Preservation Offices of the Navajo Nation, Arizona, New Mexico and Utah. Hence, the Agency Superintendent may approve a homesite lease without proof of a cultural resource investigation and Section 106 compliance have been completed for homesites on which,as of this date, a dwelling already exists. The burden of proof shall rests with the applicant, before a new homesite lease is approved. The application must contain proof that the proposed actions and subsequent

- ground disturbing activities have been formally considered as directed in the 36 CF 800 regulations. If the application package does not contain a formal approval from the Navajo Area Cultural Resources Compliance Section, no homesite lease approval can be issued by the Bureau of Indian Affairs. (This is a federal requirement).
- 7.10 Biological Resource Land Use Clearance (BRLC) Requirement (RCMA-34-03) and any amendments thereof. Preparation of the Biological evaluation is required for development in any area, except in Area 4 for individual homesites and related utilities of the BRLC Policy and Procedures (www.navajofishandwildlife.org).
- 7.11 ~~D. Homesite Section Responsibility –A complete homesite application will be forwarded to,~~ The ONLA Homesite Section will forward the complete homesite lease application to the ONLA Survey Section for survey and legal description, the Navajo Land Department Survey Section who will then schedule an appointment for the applicant.
- 7.12 Initial/Re-Surveys/Private Surveys - Certain circumstances may occur that require a re-survey. These include, but are not limited to; shifting the homesite and, re-identifying the corners (rebars).
- 7.13 ~~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.~~
1. All surveys performed by the Survey Section are limited to Homesite Leases location and other surveys for the Navajo Nation Government will be at cost. Upon completion of the survey, the ONLA Navajo Land Department Survey Section, shall forward the final certified survey plat with legal description to ONLA the Navajo Land Department Homesite Section for further processing.
- 7.14 Any re-survey will be incremented by \$350.00 payable by money order to the Navajo Nation. Re-surveys request will be conducted within thirty (30) calendar days.

- 7.15. When a finalized Homesite Lease is within a proposed development (Right-of-Ways leases, permits, land withdraws), all resurvey fees and associated fees must be incurred by the developer. No waiver will be accepted by the Nation Nation.
- 7.16. 2. Any surveys may be performed by a private Land surveyor who is registered with the s State where the proposed Homesite development is located, is permissible, provided that such surveys is are completed in accordance with ONLA Federal and State Survey Requirements. The Navajo Land Department requires USGS Quad Map of the location of the survey and must have the Latitudes and Longitude at the Survey Tie and Point of Beginning (POB) on the Survey Plat. The survey plat shall be drawn on a legal size vellum (8½ in x 14 in) standards and specifications. (An application for homesite must be reviewed by the ONLA Homesite Section before the Homesite Lease Applicant can hire an independent registered land surveyor). Any and all corrections for private surveys must be completed by the Private Land surveyor.
- 7.17 Upon verification by the Navajo Land Department, the Homesite package shall be submitted to the Navajo Land Department Manager or authorized designee who shall give final approval on behalf of the Navajo Nation for all Homesite Leases per Redelegation RCD-289-93 and pursuant to 2 N.N.C. § 695 (B)(5). The Navajo Land Department will submit appropriate documents (Cultural Resources Compliance Form and archaeological inventory report; Certificate of Navajo Indian Blood; Certified Survey Plat and USGS Quad Map) to the respective Bureau of Indian Affairs, Agency Real Estate Services, for review, and to be forwarded to the Regional Real Estate Services and/or Agency Superintendent (Eastern Navajo Agency).
- ~~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 ONLA Homesite Section, Survey Section, and application shall be submitted to the Department Director who shall give the final approval on behalf of the Navajo Nation for all h 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

- 7.18 The h Homesite Lease shall must be approved executed by the BIA Bureau of Indian Affairs, Agency Superintendent and/or Regional Area Director or his/her Authorized designee or authorized representative and recorded with The finalized lease should be distributed to the lessee; the Navajo Nation, Lessor; and the Southwest Title Plant, BIA Bureau of Indian Affairs, Albuquerque, New Mexico, Land Titles and Records Office Navajo Land Title Data System and Land, Title and Records Office,

SECTION VIII 8.00 ASSIGNMENTS INHERITANCE / MODIFICATION

- 8.01 All Homesite Leases, including any/all amendments, may be transferred by a Will or by intestate succession in accordance with the Fundamental laws of the Navajo Nation.
- 8.02 All Homesite Leases including any/all amendments may be assigned with the prior written approval of Lessor and the Secretary of the Interior, Bureau of Indian Affairs (BIA), subject to the laws of the United States and the Navajo Nation. No assignment of the Homesite Lease or any interest therein shall be valid and binding without such prior written approval. In the event, the Homesite Lease or any interest therein is mortgaged or pledged as security for a loan, approval of any subsequent assignment shall be required by the lender, sureties, and loan guarantors, if any.

SECTION IX. 9.00 MORTGAGES ASSIGNMENT

9.01 ~~All~~ A finalized ~~h~~ Homesite ~~l~~ Lease are is transferable by assignment. Assignee(s) must ~~satisfy~~ comply with the same eligibility criteria requirements as the HLA homesite applicant under Section ~~V~~ 5.00. The ~~l~~ Lessee(s) ~~must~~ shall pay the following fees:

- A. Processing fee of \$30.00
- B. Up-to-date annual fee of \$65.00
- C. Resurvey fee of \$350.00 (Refer to Section 7.14)

to must complete the ~~execute~~ Homesite assignment forms to properly assign a ~~h~~ Homesite ~~l~~ Lease.

9.02 ~~B.~~ In the event of divorce or probate, the Navajo Nation Courts have jurisdiction to ~~distribute~~ probate the undivided leasehold interest of a ~~h~~ Homesite ~~l~~ Lease. All field clearance(s) shall be recognized and will remain in effect. The involved parties shall notify the ONLA Navajo Land Department Homesite Section, ~~about~~ regarding any such disposition(s) render by a ~~court~~ a Navajo Nation Court.

9.03 ~~C.~~ In a probate proceeding, a Navajo Nation Courts may distribute the leasehold interest of an established ~~h~~ Homesite ~~l~~ Lease to beneficiaries under a will or to heirs of an Estate. The court ~~may~~ shall ONLY distribute the ~~h~~ Homesite ~~l~~ Lease to two individuals as leasehold and in the event of a non-Navajo surviving spouse ~~or beneficiaries provided~~ which beneficiaries are involved such interest is ~~shall be~~ held for the benefit of the heirs in trust for the beneficiaries or heirs.

~~D.~~ A lessee may assign a portion of an existing one (1) acre homesite lease to an individual eligible under Section V. ~~The assignment shall be surveyed and limited to one-half (1/2) acre. All prior field clearance shall apply to the assignment. All qualified assignee(s) must sign a homesite lease form upon securing the assignment from the lessee.~~

9.04 A finalized Homesite Lease of one (1) acre or less cannot be divided and, no further division will be allowed in accordance to Environmental Health requirements and guidelines.

- 9.05 ~~E.~~ Any individual † Lot within a subdivision is final and shall ~~cannot~~ not be further subdivided.
- 9.06 Navajo Land Department, Survey Section may not survey lots within a subdivision originally surveyed by a private surveyor. Resurveys conducted by the Navajo Land Department within a subdivision shall apply only to Subdivisions that were initiated and surveyed by Navajo Land Department.
- ~~F. The Assignor and the Assignee must reapply for separate homesite leases with a legal description for each parcel.~~
- 9.07 Any/all amended or modified original Homesite Lease issued by the Bureau of Indian Affairs must be returned to Navajo Land Department.
- 9.08 The Navajo Land Department Homesite Section shall be responsible for accepting Homesite applications; assignments/amendments and money orders in the amount of thirty dollars (\$30.00) for the **non-refundable** processing fee plus any unpaid annual rental fee has to be paid up-to-date prior to processing the Assignment Forms. The Navajo Land Department Homesite Section shall provide the Homesite Lease applicant(s) with a receipt upon full payment.
- 9.09 Upon verification by the Navajo Land Department, all assignments of Homesite Leases shall be packaged and submitted to the Navajo Land Department Manager who shall give final approval on behalf of the Navajo Nation. The Navajo Land Department Homesite Section will submit appropriate documents (Cultural Resources Compliance Form; Inventory Report; Residential Verification letter; Certificate of Navajo Indian Blood; Certified Survey Plat; Assignment, Modification, and Termination Forms; Court Orders, USGS QUAD maps, to the respective Bureau of Indian Affairs, Agency Real Estate Services, for review, and to be forwarded to the Regional Real Estate Services.

SECTION X. 10.00 MODIFICATION MORTGAGES

- 10.01 ~~A.~~ A finalized homesite lease authorizes a lessee to encumber the leasehold. † Interest of a homesite lease for building improvements. The leasehold 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.

10.02 B. The mortgage document must be recorded with the Bureau of Indian Affairs ~~Real Property Management Office~~ Real Estate Services and the Recorder's Office of the county in which the real estate is located. The Office of Navajo Land Administration Department will receive copies of the mortgage document from the Bureau of Indian Affairs ~~Real Property Office~~ Real Estate Services.

10.03 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 the possession of improvements on the lease premises and rents from the mortgaged property upon default of the Mortgagor (Borrower).

SECTION XI 11.00 RELINQUISHMENT OF HOMESITES LEASE AMENDMENTS

11.01 A. ~~A finalized h Homesite l Lease can be modified~~ amended at the written request of the l Lessee, which shall be limited to a change in marital status, or change in the l Lessee's name due to marriage or ~~census record~~ court order, and any survey related amendments. ~~The ONLA Department Director shall have authority to approve requests for modification.~~

11.02 In the event one of the Lessee is deceased with a Joint Tenancy with Right of Survivorship Tenure in affect, the decedents right to occupy the land shall go directly to the Surviving Tenant; if he or she is an enrolled member of the Navajo Nation.

11.03 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 the heirs of an Estate. The court may distribute the Homesite Lease

- to a non-Navajo surviving spouse in the event which beneficiaries are involved such interest shall be held in trust for the benefit of the heir(s).
- 11.04. In the event of divorce or probate, the Navajo Nation Courts have jurisdiction to probate the undivided leasehold interest of a Homesite Lease. All field clearance(s) shall be recognized and will remain in effect. This will also apply to Tenancy in Common and Community Property Tenure. The involved parties shall notify the Navajo Land Department of any such disposition by a court.
- 11.05 Any/all amended or modified original Homesite Lease issued by the Bureau of Indian Affairs must be returned to the Navajo Land Department.
- 11.06 For Amendments, the Navajo Land Department Homesite Section shall be responsible for accepting Homesite applications, and amendment forms and a money order in the amount of thirty dollars (\$30.00) for the **non-refundable** processing fee plus the annual rental fee of \$1.00 per year to be paid up-to-date prior to processing the amendments forms. The Navajo Land Department Homesite Section shall provide the Homesite Applicant with a receipt upon full payment.
- 11.07 ~~B.~~ The requested amendment ~~modification~~ must be accompanied by a copy of the marriage license, court order, and Certificate of Navajo Indian Blood depending on the nature of the request.
- 11.08 Upon verification by Navajo Land Department, the homesite application/amendment package shall be submitted to the Navajo Land Department Manager who shall give the final approval on behalf of the Navajo Nation.
- 11.09 The ~~H~~ Homesite ~~L~~ Lease amendment ~~shall~~ must be approved ~~executed~~ by the ~~BIA~~ Bureau of Indian Affairs, Agency Superintendent and/or Regional Area Director or his/her Authorized designee or authorized representative and recorded with ~~The finalized lease should be distributed to the lessee; the Navajo Nation, Lessor; and the Southwest Title Plant, BIA Bureau of Indian Affairs, Albuquerque, New Mexico, Land Titles and Records Office~~ Navajo Land Title Data System and Land, Title and Records Office,

SECTION XII 12.00 ABANDONMENT VOLUNTARY HOMESITE LEASE
TERMINATION

- 12.01 A. The Lessee may mutually terminate ~~surrender or renounce~~ his/her interest in a ~~H~~ Homesite ~~L~~ Lease by signing a ~~relinquishment~~ Termination of Homesite Lease forms ~~provided by~~ available from the ~~ONLA~~ Navajo Land Department:
- A. No improvements have been constructed on the lease premises.
 - B. Land must be free and clear of debris, solid wastes or hazardous materials.
 - C. Any and all permanent buildings and improvements on the leased property shall remain on said property and shall, thereupon, become the property of Lessor, based on mortgage termination or default.
 - D. Lessee must pay all utilities and other outstanding charges or fees pertaining to said lease premises in full.
- 12.02 Original Homesite Lease issued by the Bureau of Indian Affairs must be returned to Navajo Land Department with Termination forms.
- 12.03 The Navajo Land Department, Homesite Section shall be responsible for accepting Homesite Lease Termination form and a \$30.00 money order Termination fee. The Navajo Land Department, Homesite Section shall provide the Homesite Lease Applicant's with a receipt upon full payment. A termination fee of \$30.00 will be imposed to terminate a homesite lease.
- ~~B. The lessee shall submit such relinquishment form to the ONLA or local suboffice thereof.~~
- 12.04 C. Upon verification by Navajo Land Department, the Termination of Homesite Lease package shall be submitted to The ~~ONLA~~ Department Director Manager who shall ~~have authority to grant all requests for relinquishment.~~ give final approval on behalf of the Navajo Nation.
- 12.05 The termination of ~~H~~ Homesite ~~L~~ Lease shall ~~must be approved executed by~~ the ~~BIA~~ Bureau of Indian Affairs, Agency Superintendent and/or Regional Area Director or his/her Authorized designee or authorized representative and recorded with ~~The finalized lease should be distributed to the lessee; the~~

~~Navajo Nation, Lessor; and the Southwest Title Plant, BIA Bureau of Indian Affairs, Albuquerque, New Mexico, Land Titles and Records Office~~ Navajo Land Title Data System and Land, Title and Records Office,

SECTION X111. 13.00 OBJECTION FEE LAND (Navajo Nation lands subject to taxation)

- 13.01 The Lessee agrees to pay for improvements, property taxes and Livestock with local county and other charges, general and special, ordinary and extraordinary, of whatever, name, nature and kind that are or may be, during the term hereof or any renewal, levied, assessed, imposed or charged on the land or premises hereby demised, or on the buildings and improvements now thereon. The taxes, assessments, and levies shall be paid in the name of the Lessor, Lessee further agrees to produce and exhibit to Lessor, on demand, receipts by proper officials showing such payments (Subject to approval by the Resources Committee of the Navajo Nation Council).
- 13.02 Fee Land Tax Form must be signed and dated in black ink.
- 13.03 The Homesite Section will record the approved Homesite Lease on Fee Land with the County Recorder's Office. The Lessee will be responsible for payment on all taxes and liens.

SECTION XIV 14.00 APPLICATION / LEASE RESTRICTION ABANDONMENT

- 14.01 **PENDING APPLICATION:** The Homesite applicant that abandoned their homesite application for a period of two (2) years with Navajo Land Department (NLD) lacking Biological Resource Land Use Clearance and Archaeology Clearance shall be considered abandoned and shall be returned to the applicant(s). The Homesite application may be resubmitted after the necessary clearances are obtained.
- 14.02 **APPROVED HOMESITE LEASE:** Abandonment shall mean the Lessee has made NO attempt to build or improve on the **approved** homesite lease premises for a period of two (2) years shall be determined abandoned of the

homesite lease. One (1) year abandonment will apply to lots within a subdivision.

A. The local chapter shall be responsible for notifying the ONLDA 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 h 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 h Homesite † Lease, the respective lessee(s) shall have first option to assign their interest in the h Homesite † Lease to a qualified applicant(s) of his or her choice.
4. After thirty (30) working days, from the public notice of intent to cancel and no response is received, the local chapter shall recommend cancellation of the established h Homesite † Lease premises to the ONLDA Director Manager by certified chapter resolution. The following documents will accompany the chapter resolution: 1) Copies of the Public Services Announcements by Radio and Public Notices; 2) Newsletter paper articles; and 3) Certified Mail receipts.
5. The ONLDA Department Director Manager shall have the authority to cancel the abandoned and terminated h Homesite † Lease as recommended by the local chapter. If cancelled, the abandoned h Homesite † Lease shall revert to the Navajo Nation.

SECTION XV. 15.00 TERM HOMESITE LEASE DISPUTE PROCEDURES

- 15.01 Purpose: These rules are for the purpose of resolving Homesite disputes by exhausting administrative remedies in a just manner without resorting to litigation.
- 15.02 Scope of Rules: The Navajo Land Department Compliance Officer will investigate and research to resolve Homesite dispute. Based on the finding and investigation of the Compliance Officer, the compliant will be forwarded to the Navajo Land Department Manager or to the Department of Agriculture. The Navajo Land Department (NLD) Manager will make a decision based on the finding and investigation of the Compliance Officer on homesite dispute. If the decision of the Navajo Land Department Manager is not in favor of the parties involved. The parties can appeal to the Navajo Nation Office of Hearings and Appeals at the appellant expense. Furthermore, If the decision of the Navajo Nation Office of Hearing and Appeal is not in favor of the parties. The parites can appeal to the Navajo Nation Supreme Court who will have the final decision.
- 15.03 These rules apply to any situation involving HSL disputed on Navajo Fee Lands and the Navajo Indian Reservation in whole part.
- 15.04 Use of Rules: NLD will investigate and provide a decision in writing based on the investigation of the Compliance Officer for the Homesite dispute. The NLD may exclude evidence that is irrelevant, immaterial, or unduly repetitious thereof. Any objection regarding the conduct of the investigation or to any evidence shall be stated in writing and submitted to Navajo Land Department, PO Box 2249, Window Rock, AZ 86515.
- 15.05 Bodies Involved: NLD, Local Grazing/Farming Officials, Navajo Nation Departments, Individuals, and permittees.
- 15.06 Completing and Filing: Homesite complaint forms may be picked up from Navajo Land Department/Sub-offices. Complaint Form will be filed with the following information:
- A. Name, census number, address and telephone, or message number of the complaint.

- B. A copy of grazing/land/farm use permit and current tally count.
- C. Name of the individual that complaint is being filed against, the respondent.
- D. A description of the area in dispute and the name of the Chapter in which the land is located must be defined on a map.
- E. A factual detail statement of why the complainant is entitled or has a valid interest in the proposed Homesite Lease location must be submitted.

15.07 Upon receipt of the Complaint Form, NLD will make a decision based on the investigation and finding of the Compliance Officer within thirty (30) days. NLD shall keep official records of all documents to ensure that the complaint is well documented and processed.

15.08 14.01. A. Affected Permittee.

1. An objecting permittee must file a written objection and show ~~that he or she is directly affected by the proposed homesite~~ how the proposed homesite will negatively affect or impact their grazing area (District and/or Unit) 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. ~~A persons who does not make beneficial use of a grazing permit or do not have an interest in~~ have a valid grazing permit and/or ~~a~~ land use permit for the proposed homesite area lease ~~do~~ will 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, current tally count and including a 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 difference informally without legal representation. Legal representation is permissible, provided that both parties are legally represented at the meeting. Both counsels must be present at the meeting.~~
- ~~6. If differences have not been resolved, any party may appeal in writing to the Resources Committee of the Navajo Nation Council. The ONLA Department Director shall have ten (10) working days to contact and schedule a hearing before the Resources Committee. When a hearing date has been determined, the ONLA Department Director shall give ten (10) working days notice of the date, time, and place of the scheduled hearing before the Resources Committee. The Resources Committee is authorized to review and decide disputes and complaints relating to~~

~~homesite lease applications or certificates by 2 N.T.C. § 695(b)(4)(i). Decisions of the Resources Committee shall be final subject to appeal to the Navajo Nation District Court. The appeal shall be limited to a review of the administrative record.~~

~~7. If it has been determined that the objecting party has no grounds to object or if the objection is received after the homesite lease application has been granted, such homesite lease application will be processed and finalized.~~

~~8. The ONLA Department Director shall be responsible for the following items.~~

~~i. Developing meeting procedures.~~

~~ii. Developing a Memorandum of Understanding (MOU) that describes the settlement reached through the meeting,~~

~~iii. Preparing and maintaining the minutes of the meeting, including other relevant documentation produced at the meeting, and~~

~~iv. Developing all notice(s) and mailing such notices to the parties involved by certified mail~~

~~C. Denial and Request for Reconsideration.~~

~~1. If an application for homesite lease is denied, the HLA may file a request for review to the ONLA or any 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, in 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 procedures.~~

~~5. The ONLA Department Director shall make the final decision based on the LGOs 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 XVI. 16.00 RENEWAL OF LEASE COMPLAINTS TO THE NAVAJO LAND DEPARTMENT

16.01 Navajo Land Department (NLD) responsibilities:

All investigations performed by the Navajo Land Department Compliance Officer will be completed within thirty (30) working days from the date the complaint is filed.

A. To investigate, research and collect all pertinent documents necessary to resolve the homesite disputes.

- B. Where the designated Compliance Officer cannot perform his or her duty due to conflict of interest. Another Compliance Officer will be designated by the Navajo Land Department Manager.
- C. Compliance Officer may utilize the assistance of any official of the Navajo Nation, BIA and/or other governmental entity while conducting an investigation to obtain information regarding the Homesite dispute.
- D. To hear all side of a dispute in an attempt to get the parties or groups to agree to a mutual settlement of differences and adhere to the provisions of Navajo Nation Homesite Lease Policy and Procedures. The Compliance Officer must be impartial and will not determine a decision on the case.
- E. To submit a detailed investigation report revealing of the findings to the Navajo Land Department Manager.
- F. The NLD Manager will make his/her final decision regarding to the dispute with the parties involved.
- G. If the complainant or respondent is not satisfied with the decision of the NLD, the complainant can appeal to the Navajo Nation Supreme Court.
- H. If the Navajo Land Department decision is not appealed, it will be enforced by Department of Resource Enforcement (DRE).
- I. All documents and information pertinent to the case will be secured with the NLD.

SECTION XVII. 17.00 ANNUAL FEE APPLICATION/LEASE RESTRICTIONS

- 17.01 ~~A. An established homesite lease is intended for residential purposes only~~
ONLY ~~and is not to be used for any other purpose.~~
- 17.02 No more than two person(s) who meet the eligibility requirements (under Section 5.00) will be allowed on the Homesite Lease. In the event of a guardianship or court order for special needs/disable/minor children, an

- administrator will be appointed to the Homesite Lease by the Navajo Nation Courts.
- 17.03 Homesite leased area will not be used as business site lease, a grazing permit, a bingo hall, dance hall, or any fund raising activities. Lessee may not charge rent, sublease, lease or act as a landlord within a homesite lease premises.
- 17.04 B. A homesite lease is cannot be established in confines of a ~~business mission~~ site lease.
C. A homesite lease is not a grazing permit.
- 17.05 A homesite cannot be established within a withdrawn business site lease or area designated for business development.
- 17.06 A finalized homesite lease is required prior to transporting mobile homes onto the Navajo Nation.
- 17.07 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.
- 17.08 D. A An qualified HLA eligible homesite applicant ~~may~~ can apply for only one (1) acre or less homesite lease within a the boundaries of the Navajo Nation trust and/or fee land including Natahdziil Community and any subdivision. ~~land management district.~~
- 17.09 E. ~~The Navajo Nation advises a~~ All applicants shall not to disturb or to construct on the proposed site before ~~final evaluation by the Navajo Nation Historical Preservation Department~~ the final approved homesite lease by the Navajo Nation and the Bureau of Indian Affairs.
- 17.10 F. No homesite lease application shall be considered by the LGO Local Grazing Official when it has been determined that the site is on lands which have been withdrawn or otherwise obligated for community development purposes or when it is determined that the homesite would contravene local land use ordinance.
- 17.11 G. ~~A~~ W 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.)

- 17.12 ~~H. A~~ Lessee(s) shall not engage in any illegal activities (bootlegging, gaming, and other illegal drug activities, etc.) on an established homesite lease. Illegal activities will be grounds for termination of Homesite Lease by Navajo Nation Court order.
- 17.13 ~~I. Any proposed A~~ homesite Lease application which is not in compliance with ~~the this h~~ Homesite Lease Policy and Procedures will not be accepted by the ONLA Navajo Land Department Director.
- 17.14 ~~J. Navajo Trust and Navajo Fee~~ 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. Any permanent improvements on existing homesite lease may be sold at fair market value.
- 17.15 ~~K. A~~ homesite lease application is not considered a lease; therefore, it is not transferable by assignment or court order.
- 17.16 Burial site is prohibited within a homesite tract according to Resolution RCD-216-99.
- 17.17 All livestock and corrals are prohibited within a homesite lease tract. The homesite lease tract is specific for the development of homestead and infrastructure development.
- 17.18 Lessee must comply with all applicable sanitation and disposal laws, regulations or other requirements of the United States and the Navajo Nation. Lessee must maintain the entire leased premises in a safe and sanitary condition. Septic System and leech field shall be within the leased premises.
- 17.19 Any structures or materials not being used for residential or ceremonial purposes shall be removed from the homesite area. All non-operational vehicles must be removed and cleared from the homesite area.

SECTION XVIII. 18.00 AMENDMENTS FORESTRY RESTRICTIONS

- 18.01 The Homesite Applicant will consult with the Navajo Forestry Department when the Homesite Applicant's proposed lease area is within the boundaries of the Navajo forest and woodland areas and will affect said forest and woodland resources of the Navajo Nation. The Navajo Forestry Department

will forward all its recommendations to the Local Grazing Official. If tree removal is to occur, the Homesite Applicant will follow Navajo Forest and Woodland Regulations. The homesite applicant will comply with Navajo Nation Forest Department proposed Homesite Lease guidelines and Forest Management Plan approved by RCJY-133-01.

- 18.02 A Protection Zone is established within the boundaries of Canyon De Chelly National Monument to protect scenic, scientific, natural and Cultural Resources from activities and developments deemed to be 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 (RCS-51-85).

SECTION 19.00 FISH AND WILDLIFE REQUIREMENTS

- 19.01 The Homesite Lease Applicant shall follow the Biological Resource Land Use Clearance (BRLC) Policies and Procedures (RCMA-34-03) or any amendments thereof.
- 19.02 Upon request for a Homesite application, the Navajo Land Department will determine the Wildlife Area within the proposed lease and assign the Wildlife Area number on the application (A complete set of Wildlife area maps is available on line at www.navajofishandwildlife.org). The applicant must follow the BRLC or any amendments thereof approved by the Resources Committee of the Navajo Nation Council.

SECTION 20.00 EMINENT DOMAIN.

- 20.01 If the leased premises or any part thereof is taken under the laws of eminent domain at any time during the term of the Lease, Lessee's interest in the leased premises or the part of the leased premises taken shall thereupon cease. Fair and just compensation for the taking of the leased premises or any part thereof, including any improvements located thereon, shall be awarded to Lessor and Lessee as their respective interests may appear at the time of such taking, provided that Lessee's right to such awards shall be

subject to the rights of an Encumbrances under an approved Encumbrance, pursuant to 26 NNC, § LGA Section 2005 A 1-4.

SECTION 21.00 TERM

21.01 A finalized ~~h~~ Homesite ~~l~~ Lease shall have a term of sixty-five (65) years, which shall commence on the date the Lease application is executed approved by the Navajo Area Regional Director and or Agency Superintendent or his/her designee or authorized representative, and shall expire on the sixty-fifth anniversary of the date of approval execution.

SECTION 22.00 RENEWAL OF LEASE

~~20.01~~ A. An expired homesite lease is subject to renewal for a period of twenty-five (25) years upon approval by the ONLA Department Director.

22.01 B. The Lessee may renew or re-assign his or her ~~h~~ Homesite ~~l~~ Lease for another 65 years anytime within six (6) months prior to ~~from~~ the expiration date of the existing ~~h~~ Homesite ~~l~~ Lease by giving written notice to the ONLA Navajo Land Department Director Manager.

22.02 C. The renewal of the Lease will be granted by the ONLA Navajo Land Department Director Manager 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.

22.03 ~~D.~~ The ONLA Navajo Land Department Director shall then forward the executed approved ~~h~~ Homesite ~~l~~ Lease package to the Agency Superintendent and Regional Director for review, and approval and recordation.

SECTION 23.00 ANNUAL FEE

23.01 The ~~l~~ Lessee(s) shall pay a non-refundable annual fee to the Navajo Nation, ~~l~~ Lessor, in the amount of one (1) dollar (\$1.00) for each year of the term of the ~~h~~ Homesite ~~l~~ Lease. Such annual fee of \$65.00 must be paid ~~each year~~ in full

in advance, following the date of approval Bureau of Indian Affairs execution for the term of the lease, pursuant to ~~(See~~ 16 N.T.N.C. § 204(12) and 25 CFR).

23.02 Nonpayment of fees shall be caused for cancellation of the Homesite + Lease. ~~The lessee may at his/her discretion pay the total amount due prior to expiration of the homesite lease.~~

SECTION 24.00 HOMESITE LEASE FORMS

24.01 All homesite forms process by the Navajo land department and it sub-offices are valid for a term of 65 years from the date of the approval of the Secretary Interior or authorized representative this forms shall includes: 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 25.00 HOMESITE LEASE POLICY AND PROCEDURES

25.01 The Homesite Lease Policy and Procedures will be available at any Navajo Land Department Office upon request for a nominal fee of \$1.00 a page. Also available at www.dinehbikeyah.org.

SECTION 26.00 WAIVERS

26.01 No part of this Homesite Lease Policy and Procedures shall be waived by anyone or entity and not limited to Navajo Nation Government thereof.

SECTION 27.00 ENFORCEMENT

27.01 The Lessee(s) shall not allow additional family members to establish additional home/mobile home within the leased premises (rural/sub-division). Family member(s) will be given a 30 day notice to vacate the homesite premises. (Refer to Section 9.04). If the individual family member is in non-compliance of the notice, a penalty of \$100.00 will be imposed on an annual basis thereof by the Navajo Nation until such time a homesite lease is

approve. Violation will be enforced by designated Department of Range Enforcement.

SECTION 28.00 PRIVACY ACT

- 28.01 The Privacy Act of 1974 (Public Law 93-579), 5 U.S.C. 552A, established safeguards for the protection of records, the Executive Branch of the Federal government collects and maintains on United States citizens or lawfully admitted permanent residents, pursuant to Resolution CAP-48-99.
- 28.02 Navajo Land Department shall not disclosed any personal record which is contained in a system of records by any means of communication to any person, or to another agency, except pursuant to Conditions of Disclosure and Privacy Exemptions of the Privacy Act thereof.

SECTION 29.00 HOMESITE LEASE POLICY AMENDMENT

- 29.01 This ~~p~~ Policy and ~~p~~ Procedures may be amended or superseded as needed by majority vote of the Resources Committee of the Navajo Nation Council. The Navajo Land Department Manager Director of the ~~ONLA~~ shall be responsible for recommending and preparing needed amendments to this ~~p~~ Policy and ~~p~~ Procedures for consideration by the Resources Committee of the Navajo Nation Council.

REFERENCE

2. Homesite Lease Applications
3. Transfer/Assignment Homesite Lease
4. No. HSA-FC-004
5. No. HSA-FC-005
6. Settlement of Homesite Land Dispute Flowchart
7. CAP-48-99 The Privacy Act
8. RCD-216-99 Community Cemeteries
9. RCD-289-93 Approving the homesite Lease Policy and Procedures
10. RCJA-05-06 Approving and Promulgating New Rules for Land, Grazing and Farming Disputes
11. RCJY-133-01 10-Year Forest Management Plan
12. RCJY-142-92 Moratorium of New Homesites and Range Unites within the Navajo Commercial in Forest Area.
13. RCN-194-02 OHA to Hear an Decide Disputes concerning Grazing Rights, Land Boundaries and Fences
14. RCS-51-85 Boundaries of Canyon De Chelly National Monument
15. RCMA-34-03 Biological Resource Land Use Clearance Policies and Procedures