



# HOMESITE LEASE REGULATIONS 2016

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Division of Natural Resources  
Department of Justice

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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.nnld.org](http://www.nnld.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 HOMES EXISTING PRIOR TO OCTOBER 4, 2016 WHICH WILL HAVE INFRASTRUCTURE FUNDED BY THE AMERICAN RESCUE PLAN ACT**

- 9.01 These Regulations apply to any home built on the Navajo Nation prior to October 4, 2016, that currently does not have a valid homesite lease, and where the homeowner desires the installation of basic infrastructure which will be funded in whole or in part by the American Rescue Plan Act/Fiscal Recovery Fund (herein referred to as “ARPA Projects”), except for any provision of the Regulations that conflicts with this Section 9.00. “ARPA Projects” include, but shall not be limited to, bathroom additions, water, wastewater, electricity, and broadband.
- 9.02 Notwithstanding Section 18.08 (A) of these Regulations, an ARPA Project is authorized to proceed if the homeowner has submitted a homesite lease application to the NLD, the application fee has been paid (unless the fee has been waived in accordance with Section 9.03), and assuming the ARPA Project complies with all applicable federal and Navajo laws. A complete and/or approved homesite lease application is not required for an ARPA Project to proceed, but it is assumed that the homeowner will comply with the requirements of these Regulations so that a homesite lease will eventually be granted.
- 9.03 The NLD shall have the discretion to waive any fees or receipt requirements contained in Section 8.01(A) of these Regulations. This waiver does not apply to any compensation owed pursuant to 16 N.N.C. §§ 1401-1403.
- 9.04 Global Positioning System (GPS) and Land Survey Plat Requirements. Notwithstanding the requirements of Sections 8.01(B) and (E) of these Regulations, the following requirements apply to leases issued under this Section 9.00:
  - A. GPS Requirements. The NLD shall physically verify and acknowledge the homesite lease location utilizing a hand-held GPS unit by reading the Latitude/Longitude coordinates in North American Datum 1983 (NAD83), identifying the existence residence as the center point of the home site lease location, and shall write the coordinates onto the Homesite Lease Application. The Latitude/Longitude coordinates for the four corners of the homesite lease shall also be recorded, along with the Township, Range, Section, ¼ Section, Principal Meridian, Chapter,

County and State. In the alternative, the NLD can request the Grazing Official or Land Board Official to verify the GPS coordinates in accordance with this Section 9.04(A).

B. Land Survey Plat. Certified land surveys should be conducted by the NLD. Private land surveyors, or other third-parties (e.g. the Navajo Tribal Utility Authority), must obtain permission to survey from the NLD. Certified land survey plats must contain a United States Geological Survey (USGS) Quadrangle Topographic Map or an Aerial Map of the location of the land survey and may have the Latitude and Longitude at the Survey Tie Points and Point of Beginning (POB), but must have all the Latitude and Longitude corners located on the survey plat. The survey plat shall be drawn on a legal size (8½ in x 14 in) document with all pertinent information of the location for example: Township, Range, Section, ¼ Section, Principal Meridian, Chapter, County, and State. All corrections of land surveys should be completed by the NLD.

1. Re-Surveys: Certain circumstances may occur that require the NLD to re-survey. These include, but are not limited to, shifting the homesite location and re-identifying the corners. 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.

9.05 Any documentation prepared for an ARPA Project (e.g. archeological clearance, biological resource clearance, land survey) can be utilized to satisfy the homesite lease application requirements of Section 8.01 and this Section 9.00 of the Regulations. Either the homeowner or any associated third-party (e.g. the Navajo Tribal Utility Authority), may submit such documentation to the NLD and the documentation will be inserted into the homesite lease application packet.

9.06 Consistent with 16 N.N.C. § 2382 of the General Leasing Regulations of 2013 and Section 10.03 of these Regulations, the NLD and any applicable Navajo Nation department or program can issue programmatic agreements or other documentation to serve as a CATEX or FONSI, in order to satisfy environmental review requirements related to a homesite lease.

9.07 The Homesite Lease Regulations Exhibits approved via Resolution RDCO-74-16 may be amended by the NLD, or any applicable Navajo Nation department or program, to incorporate the requirements of this Section 9.00.

9.08 This Section 9.00 is only valid through December 31, 2026.

## **SECTION 10.00 ENVIRONMENTAL REVIEW PROCESS**

10.01 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.

10.02 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.

#### 10.03 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.

#### 10.04 Conditional Compliance Determination Summary

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.

#### 10.05 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 11.00 INCOMPLETE PENDING APPLICATION**

11.01 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 12.00 NAVAJO NATION FEE LAND**

- 12.01 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.
- 12.02 The Title Section will record the approved homesite lease on fee land with the County Recorder's Office.

## **SECTION 13.00 HOMESITE LEASE ABANDONMENT**

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.

- 13.01 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.
- 13.02 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.
- 13.03 The NLD Manager shall have the authority to terminate the abandoned homesite lease, as required by these regulations.
- 13.04 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.
- 13.05 If the abandoned homesite lease is terminated, it shall revert back to the Navajo Nation.

## **SECTION 14.00 ASSIGNMENT, AMENDMENT, MODIFICATION, OR TERMINATION OF HOMESITE LEASES**

- 14.01 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.
- 14.02 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.
- 14.03 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.
- 14.04 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.
- 14.05. 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.
- 14.06 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.
- 14.07 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.

- 14.08 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.
- 14.09 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.
- 14.10 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).
- 14.11 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.
- 14.12 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 15.00 MORTGAGES AND DEFAULT**

- 15.01 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.
- 15.02 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.

- 15.03 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.
- 15.04 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.
- 15.05 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.
- 15.06 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 16.00 GRAZING OFFICIAL and LAND BOARD OFFICIAL RESPONSIBILITIES**

- 16.01 Home Site Lease Application FORM 1 – Section 2: See Section 8.01. B. for compliance.
- 16.02 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 (1/2) 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.
- 16.03. 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.
- 16.04 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.
- 16.05 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.
- 16.06 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 17.00 GRAZING DISPUTES TO DEPARTMENT OF AGRICULTURE**

17.01 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 18.00 HOMESITE LEASE COMPLIANCE AND RESTRICTIONS**

18.01 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 should be situated within the lease premises. Septic systems and leach/drain fields may be situated outside the leased premises in instances where it is necessary for the design of the septic system and leach/drain field, as long as a construction permit is obtained from the Navajo Nation Environmental Protection Agency along with any other necessary permit(s) or other applicable requirements, and it does not interfere with the rights of any third-party to use the additional acreage, or if the third-party consents in accordance with applicable laws.

- 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.
- 18.02 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.
- 18.03 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.
- 18.04 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).
- 18.05 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.
- 18.06 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.
- 18.07 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.

- 18.08 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 19.00 HOMESITE LEASE ENFORCEMENT**

- 19.01 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.
- 19.02 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.
- 19.03 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.
- 19.04 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.
- 19.05 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.

- 19.06 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.
- 19.07 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 20.00 PRIOR APPROVED HOMESITE LEASE**

- 20.01 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 21.00 HOUSING FOR PUBLIC PURPOSES MASTER LEASE**

- 21.01 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 have 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.

21.02 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.

21.03 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.

21.04 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 22.00 PRIVACY ACT

- 22.01 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 23.00 DEFINITION

- 23.01 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).
- 23.02 Acre: A tract of land that measures 43,560 square feet.
- 23.03 Adult: A person who is 18 years of age or older.
- 23.04 Agricultural Land Use Permit: A permit for farming purposes on Navajo Nation trust land.
- 23.05 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.
- 23.06 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).
- 23.07 Approved Encumbrance: An encumbrance approved in writing by the Lessor.
- 23.08 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.
- 23.09 Assignee: The person to whom the homesite lease is assigned.
- 23.10 Assignor: The person who is assigning his/her homesite lease.
- 23.11 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.
- 23.12 Cancellation: Action to end a lease.
- 23.13 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.
- 23.14 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.
- 23.15 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.
- 23.16 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.
- 23.17 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.
- 23.18 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.
- 23.19 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).
- 23.20 Day: A calendar day, unless otherwise specified.
- 23.21 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.
- 23.22 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.
- 23.23 Improvement: Any structure; home, building, or fencing of surveyed tract, such as building a shack, ramada, storage shed, foundation constructed for a residential purpose.
- 23.24 Egress: The act of going out or leaving; exit.
- 23.25 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.
- 23.26 Encumbrancer means the owner or holder of an approved encumbrance.
- 23.27 Environmental Assessment: The study of environmental and social impact upon the quality of the human environment as required by Federal laws.
- 23.28 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.
- 23.29 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.
- 23.30 Fee interest: An interest in land that is owned in unrestricted fee status, and is thus freely alienable by the fee owner.
- 23.31 Fee Land: Unrestricted lands owned by the Navajo Nation in fee simple, which are subject to taxation by the state government.
- 23.32 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.
- 23.33 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.
- 23.34 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.
- 23.35 Holdover: Circumstances in which a lessee remains in possession of the leased premises after the lease term expires.

- 23.36 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.
- 23.37 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.
- 23.38 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.
- 23.39 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.”
- 23.40 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.
- 23.41 Ingress: The act of going in or entering, the right to enter; a means of entering; entrance.
- 23.42 Interest, when used with respect to Indian land: An ownership right to the surface estate of Indian land.
- 23.43 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.
- 23.44 Land Status: The current type of land or disposition or management of the real estate and surface use rights.
- 23.45 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.
- 23.46 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.
- 23.47 Lease document: A lease, amendment, assignment, sublease, or leasehold mortgage.
- 23.48 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.
- 23.49 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.
- 23.50 Lessee: An individual or individuals who has or have a finalized homesite lease approved by the Navajo Nation.
- 23.51 Lessor: The Navajo Nation or its duly authorized designee, the Navajo Land Department (NLD) Manager.
- 23.52 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.
- 23.53 LTRO: Land Titles and Records Office of the BIA. This office records all title to types of surface estates granted on the Navajo Nation.
- 23.54 Mortgagee: The holder of a leasehold mortgage.
- 23.55 Navajo: Any person who is an enrolled member of the Navajo Nation.
- 23.56 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.
- 23.57 Navajo Nation: The Navajo Nation Government.
- 23.58 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.
- 23.59 Non-Navajo: A person who is not an enrolled member of the Navajo Nation.
- 23.60 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).
- 23.61 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).
- 23.62 NEPA: The National Environmental Policy Act of 1969, 42 U.S.C. 4321 *et seq.*
- 23.63 Permanent improvements: Buildings, structures, and associated infrastructure attached to the leased premises.
- 23.64 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.
- 23.65 Permittee: A person or entity who has acquired a privilege to use Navajo land or federal land by a permit.
- 23.66 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.
- 23.67 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).
- 23.68 Probate: The legal action by a court of competent jurisdiction of distributing property of the decedent and the closing of his or her estate.
- 23.69 Regulations: Homesite Leasing Regulations Amendments of 2015.
- 23.70 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.
- 23.71 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.
- 23.72 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.
- 23.73 Secretary: The Secretary of the Interior or his duly authorized representative or successor.
- 23.74 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.
- 23.75 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.
- 23.76 Single-family residential development: Two or more single-family residences owned, managed, or developed by a single entity.
- 23.77 Sublease: A written agreement by which the lessee grants a right of possession no greater than that held by the lessee under the Lease.
- 23.78 Surety: One who guarantees the performance of another's performance of an undertaking, for example payment of a debt.
- 23.79 Surface Use: The right or privilege to utilize the external layer of land for various types of land use.
- 23.80 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.
- 23.81 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).
- 23.82 Tenure: The time of holding real estate.
- 23.83 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.
- 23.84 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.
- 23.85 Trespass: Unauthorized possession, occupancy or use of Navajo Nation Trust Land as defined by Navajo Nation or federal law.
- 23.86 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.
- 23.87 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.
- 23.88 Watering Point: All tribally developed and maintained springs, wells, and dirt tanks, charcos or deep reservoirs.