

What to consider before applying for a Homesite Lease (HSL)?

Is your homesite lease in a feasible location?

1. Have you consulted with all valid Grazing Permittee(s) that reside within 1/2 a mile of your proposed HSL location?
2. Is your proposed homesite lease within a prime grazing area?
3. Are you in compliance with the Chapter's Community Land Use Plans (CLUP) for Residential development?
4. Do you know the biological map to insure your proposed homesite lease is within Area 3 or Area 4 (www.dinehbikeyah.org)?
 - Area 1: (RED) High Sensitive Area/ may require further studies (\$600 - \$1,800.00);
 - Area 2: (PURPLE) Moderate Sensitive Area (may require additional fees \$600 - \$1,800.00);
 - Area 3: (BLUE) No impact area [Biological Resources Compliance Form (BRCF) from Navajo Fish & Wildlife Department (NFWD)];
 - Area 4: (GREY) No impact area (BRCF from NFWD);
5. Are you willing to pay more than \$1,000 for the Environmental Assessment, if your proposed homesite lease is located within the RED biological sensitive area?
6. Is your proposed homesite lease within a flood plain area?
7. How far away is your closest neighbor?
8. Have you considered sharing utility cost?

Infrastructure consideration?

9. How far away is the nearest power line from your proposed homesite?
10. How far away is the nearest water line from your proposed homesite?
11. How far away is the telecommunication line from your proposed homesite?
12. Will you be able to get cell services within your proposed homesite?
13. Are you willing to pay \$7,500 per mile for power line extension, if your homesite is 1/2 mile away from developed infrastructure?
14. Are you willing to pay \$6,000 per mile for waterline extension, if your homesite is 1/2 mile away from developed infrastructure?
(Power line and Water line Extension over a 1/2 mile will require an Environmental Assessment.)

Road to your home?

15. How will you get to your homesite? New road?
16. How far is the access road to your proposed homesite lease?
17. Are you willing to pay for additional environmental assessments for your ingress and egress to your proposed homesite (all roads)? So, the chapter can provide maintenance service to your homesite?
18. Will you be considered liability to the chapter during the inclement weather and emergency situation?

CHECK LIST FOR HOMESITE LEASE APPLICATION

(USE BLACK INK TO FILL OUT APPLICATION / NO WHITEOUT)
Incomplete application will not be accepted.

1. **Required Clearance by the Applicant:**

A. Rural / Grazing Areas:

1. Contact your local Chapter Grazing Official and Land Board Member.
2. Grazing Official or Land Board Member fills out Homesite Field Clearance Certification (**FORM-FCC06**).
3. Obtain consent from Grazing Permit holder(s) per Field Clearance Certification (**FORM-CON06**).
4. Submit to Navajo Land Department with all supporting documents.

CHECK LIST BEFORE SUBMITTING TO NAVAJO LAND DEPARTMENT

- ☐ Attach an updated original Certificate of Indian Blood (Can be obtained from the Agency Census Office).
- ☐ A non-refundable \$15.00 money order for filing fee is attached. Money order payable to:
Navajo Nation, PO Box 9000, Window Rock, AZ 86515.

CATEGORICAL EXCLUSION EXCEPTION REVIEW (CEER), AS PER 43 CFR PART 46

- ☐ **Biological Review:** A non-refundable \$32.50 money order for "Request for Data/Species of Concerns" is required from Navajo Fish & Wildlife Department payable to Navajo Nation.
- ☐ **Environmental Review:** Environment Assessment Form must be completed and attached to the homesite application. National Environmental Policy Act (NEPA) Compliance is Federal Requirements to process homesite lease.

- ☐ The Consent Form (**FORM-CON06**) must be signed or thumb print with two witnesses upon submission of Homesite Lease Application at your Agency Navajo Land Offices.
- ☐ **Signature(s), name(s), census number(s), and age on the Homesite Lease Application corresponds with the information shown on the Certificate of Indian Blood.**
- ☐ Joint Applicants, check choice of Co-Tenancy and sign **FORM-JT06**.

- ☐ Location on map must show direction to exact location of the proposed homesite (To be drawn by applicant) and acknowledged by Grazing or Land Board Official with Geographic Position Systems (GPS) coordinates. **FORM-HSLA06.**
- ☐ **Field Clearance Certification Form (FORM-FCC06) filled out and acknowledged by the Grazing Official or Land Board Member. FORM-FCC06.**
- ☐ Consent Forms signed by Grazing permit holder(s) and acknowledged by the Grazing Official or Land Board Member. **FORM-CON06.**

PLEASE SUBMIT THE COMPLETED APPLICATION TO CORRECT AGENCY NAVAJO LAND OFFICE.

Chinle Land Office, PO Box 2179, Chinle, AZ 86503	(928) 674-2056
Crownpoint Land Office, PO Box 948, Crownpoint, NM 87313	(505) 786-2376
Ft. Defiance Land Office, PO Box 2249, Window Rock, AZ 86515	(928) 871-6523
Shiprock Land Office, PO Box 208, Shiprock, NM 87420	(505) 368-1120
Tuba City Land Office, PO Box 3309, Tuba City, AZ 86045	(928) 283-3194

NOTE: An Archeological Clearance, Biological Review and Navajo Environmental Review are required to process Homesite Lease Package. For more information contact your local Agency Navajo Land Office or website at: www.dinehbikeyah.org.

ELIGIBILITY REQUIREMENTS

1. You must be an enrolled member of the Navajo Tribe or a non-member that meets the requirements set forth under Section V Part (C) (i) (ii) of the Homesite Lease Policy & Procedures.
2. You must be eighteen (18) years of age or older.

ACKNOWLEDGEMENT

I, (We), acknowledge and understand the Homesite Lease Restrictions and conditions set forth by the Navajo Nation laws:

1. An established Homesite Lease is intended for residential purposes only. All other illegal usages are prohibited.
2. Homesite leased area will not be used as a business site lease, mission site, a grazing permit, a bingo hall, dance hall, abandoned vehicles, or any fund raising activities. Lessee may not charge rent, sublease, lease or act as a landlord within a homesite lease premises.
3. 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 and Federal action.
4. Homesite lease be fenced to avoid disputes; animal control; and for ingress and egress.
5. A finalized homesite lease is required prior to transporting mobile homes onto the Navajo Nation and a transportation permit must be obtained from the Navajo Land Department for a fee before any mobile homes enter the Navajo Trust or Fee Land.
6. Lessee shall maintain the entire lease premises in a safe and sanitary condition. All solid waste, hazardous waste materials such as non-operational vehicles, barrels, etc., must be disposed at approved sanitary landfill or transfer station. Lessee shall present a good appearance both inside and outside of the lease premises.
7. A homesite lease cannot be approved within 750 feet within the right-of-way of a major highway (State; County; Tribal; Federal).
8. Burial site is prohibited within a homesite tract according to Resolution RCD-216-99.
9. All livestock and corrals are prohibited within a homesite lease tract.
10. A written authorization from the Grazing Committee is required if the proposed homesite is within a half mile of government or Navajo tribal developed permanent livestock watering point (3 N.T.C. 714 et seq.).
11. Navajo Trust / Fee land cannot be sold. Any permanent improvements on existing homesite lease may be sold at fair market value, if it is properly recorded utilizing a purchase agreement.
12. No Homesite Lease Application shall be considered by the local Grazing or Land Board Officer when it has been determined that such lands have been formerly withdrawn or otherwise obligated for community purposes, e.g. subdivision plans, zoning, existing community projects.
13. The Navajo Nation advises that all applicants do not disturb or construct on any proposed sites before final release of Homesite Lease Application. Be advised that Federal Laws may restrict or null Application.
14. A finalized homesite lease authorizes a lessee to encumber the leasehold interest of a homesite lease for building improvements.
15. There is a non-refundable one dollar (\$1.00) annual fee for the lease that must be paid to the Navajo Nation each year in advance following the date of execution for term of the lease – 65 years.

FOR JOINT APPLICANTS ONLY

We have selected one of the following Cotenancy. We acknowledge and understand the difference. (For information, contact Navajo Land Department).

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

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

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

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

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

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

Signed this _____ day of _____, 20_____.

Applicant

Census No.

Applicant

Census No.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF INDIAN
AFFAIRS NAVAJO AGENCY AND NAVAJO NATION

FOR OFFICE USE ONLY

____ Field Clearance
____ Consent
____ Filing Fee
____ Certificate of Indian Blood

____ Land Status
____ Archaeology Report
____ CRC Form
____ BRC Form

____ EPA Letter
____ Survey Plat
____ NEPA Fee
Reviewed by: _____

HOMESITE LEASE APPLICATION FORM

Date: _____

NAME: _____ Census No. _____ Age: _____

NAME: _____ Census No. _____ Age: _____

ADDRESS: _____

HOME PHONE NO. _____ WORK NO.: _____

CELL PHONE NO. _____ EMAIL: _____

I, (We) hereby apply for one acre or less of Navajo Tribal Land for a homesite lease from the Navajo Nation for the purpose of developing a private dwelling for the term of sixty-five (65) years within: SECTION _____ TOWNSHIP _____ RANGE _____.

CHAPTER: _____ STATE: _____

COUNTY: _____ AGENCY: _____

GRAZING DISTRICT: _____ UNIT: _____

DRAW A MAP SHOWING THE LOCATION AND DIRECTION TO THE PROPOSED HOMESITE.



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

ACKNOWLEDGEMENT

Grazing Official / Land Board Member
FORM - HSLA06

Date

**FIELD CLEARANCE CERTIFICATION
FOR
HOMESITE LEASE APPLICATION**

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

Homesite Lease Applicant
(Print Name)

Homesite Lease Applicant
(Print Name)

**AUTHORIZED GRAZING /LAND USE PERMITTEE
(THIS IS NOT A CONSENT FORM)**

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

CERTIFICATION

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

1. Are there any improvement(s) on the proposed site? (i.e. Roads, Trails, Power lines, etc.) If so, describe:

2. Is there a permanent structure on the proposed site? _____ If so, when was the house built? _____
Does the applicant now live in the house? _____

Grazing Official/ Land Board Member

Date

**CONSENT FORM
FOR
NAVAJO TRUST LAND**

I, _____ hereby grant consent to the Navajo Nation and the Bureau of Indian Affairs to permit _____ and _____ to lease one acre or less of Navajo Tribal Land within my permitted grazing / land use area for residential purposes as illustrated and acknowledged by the Grazing Official / Land Board Member on the Homesite Lease Application.

I further waive any rights I may have to compensate for the diminishment in value of my permitted grazing / land use rights as a result of the proposed homesite development.

Signed this _____ day of _____, 20_____.

WITNESSES:
(For thumbprint use only)

X _____
Grazing Permit Holder's Signature

C# _____

Grazing Permit No.: _____

Date of Issue: _____

ACKNOWLEDGED:

Grazing Official / Land Board Member

Date:

Chapter

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(For thumbprint use only)

X _____
Grazing Permit Holder's Signature

C# _____

Grazing Permit No.: _____

Date of Issue: _____

ACKNOWLEDGED:

Grazing Official / Land Board Member

Date:

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WITNESSES:
(For thumbprint use only)

X _____
Grazing Permit Holder's Signature

C# _____

Grazing Permit No.: _____

Date of Issue: _____

ACKNOWLEDGED:

Grazing Official / Land Board Member

Date:

Chapter