

APPLICATION FOR MISSION SITE (RELIGIOUS SITE) NAVAJO NATION LANDS

DATE: _____

(NAME OF CHURCH)

(ADDRESS)

hereby makes an application for a religious site covering approximately _____ acres of Navajo Nation land located in _____, _____ county, Arizona / New Mexico, as shown on the attached map.

After the local chapter approval of this application and with approval of land clearance given by the Navajo Land Department, a survey plat and legal description of the site prepared by a licensed or registered surveyor shall be submitted to the Navajo Land Department or the Bureau of Indian Affairs for review.

In Support of said application, the applicant hereby submits the following information:

- 
- ☐ Supporting Chapter Resolution
 - ☐ Land Use Consent
 - ☐ Survey Plat
 - ☐ Current Petition of Names
 - ☐ Copy of Articles of Incorporation
 - ☐ Other Supporting Documents

Detailed statement of the purpose(s) for which said Navajo Nation land shall be used. If a missionary or mission body proposes to establish facilities for educational, medical or other non-religious activities, this paragraph shall set forth fully the extent and character thereof:

Description of building and improvements to be placed on tribal land and the estimated cost thereof:

Applicant's plan for development of water and sewer:

All corporations must attach hereto a copy of their Articles of Incorporation. If foreign to the state where religious site is to be located, the corporation must supply a certified copy of their authority to do business in the state.

All corporations must furnish evidence of authority of the person(s) signing this application to execute papers on their behalf. Evidence should ordinarily be in the form of a general resolution of the Board of Directors certified by the Secretary over the seal of the corporation.

For the purpose of conducting business within the Navajo Reservation, all corporations must file their Articles of Incorporation with the Economic Development Commerce Department of the Navajo Nation. The Commerce Department will issue a corporate number to the church organization.

In all cases of applications on behalf of unincorporated bodies where documents do not explicitly give one individual authority to execute necessary papers, a power of attorney executed before a notary public by all associated parties for this purpose should be attached. If this is not supplied, all such persons must personally sign this application and all other documents submitted to the Navajo Agency.

Unincorporated applicants should submit articles depicting their organization, unless none exists, in which case an explanation of the nature of the organization should be listed on a separate sheet.

Applicant agrees to give preference to qualified local residents of the Navajo Nation for employment in the construction of any improvement on the church site if the permit is granted.

Authorized Agent (Print Name)

Authorized Agent (Signature)

Address

Phone Number

Email Address

TERMS AND CONDITIONS FOR MISSION SITE PERMIT
_____ (PERMITTEE)

1. This Mission Site Permit is issued to the _____ to use and occupy Navajo Nation Trust Lands for religious purposes, and shall be subject to the terms and conditions set forth herein. The term of the Mission Site Permit is effective beginning on the date the permit is approved by the Resources & Development Committee of the Navajo Nation Council or authorized representative. The Permit is authorized by Resources and Development Committee No. _____.
2. This permit is revocable at the discretion of the Resources and Development Committee of the Navajo Nation Council. The permit shall immediately be revoked for the failure to use the land herein described for religious purposes. It is understood and agreed that this instrument is 'NOT A LEASE' and is not to be taken or construed as granting any leasehold interest or right in or to the land herein described, but is merely a temporary permit, terminable and revocable.
3. The Permittee shall be given at least thirty (30) days written notice before this Mission Site Permit is terminated and revoked. Upon termination of the Mission Site Permit, the Permittee shall have ninety (90) days in which to remove from the site to dispose of any and all buildings, structures, materials and equipment and other personal property owned by the religious organization. After the expiration of the ninety (90) days, the Permittee shall peacefully and without legal process deliver the possession of the premises to the Navajo Nation. All improvements not removed after ninety (90) days will become the property of the Navajo Nation, unless the Navajo Nation demands in writing that the improvements be removed.
4. This Permit is not transferable, except with the consent of the Resources and Development Committee of the Navajo Nation Council.
5. This Permit shall be reviewed every five (5) years to reevaluate the rent and compliance with the terms and conditions.
6. The legal land description of the premises is described as follows:

TRACT DESCRIPTION

The annual rental rate will be \$ 15.00 per year and is due by December 30, prior to the year for which such fees are due, 16 N.N.C. § 1164. Pursuant to 16 N.N.C. § 1157, if the Permittee fails to pay the rent when due, this permit shall automatically terminate. The Permittee is responsible to make direct payments to the Navajo Nation Accounts Receivable Section, Post Office Box 3150, Window Rock, Arizona 86515.

7. The Permittee may develop, use and occupy the area under the permit for the purpose(s) of Mission Site. The Permittee may not develop, use or occupy the area under the permit for any other purpose without the prior written approval of the Navajo Nation. The approval of the Navajo Nation may be

granted, granted upon conditions or withheld in the sole discretion of the Navajo Nation. The Permittee may not develop, use or occupy the area under the permit for any unlawful purpose.

8. In all activities conducted by the Permittee within the Navajo Nation, the Permittee shall abide by all laws and regulations of the Navajo Nation and of the United States, now in force and effect or as hereafter may come into force and effect including but not limited to the following:
 - a. Title 25, Code of Federal Regulations, Part 162;
 - b. All applicable federal and Navajo Nation antiquities laws and regulations, with the following additional condition: In the event of a discovery all operations in the immediate vicinity of the discovery must cease and the Navajo Nation Historic Preservation Department must be notified immediately. As used herein, “discovery” means any previously unidentified or incorrectly identified cultural resources, including but not limited to archeological deposits, human remains, or location reportedly associated with Native American religious/traditional beliefs or practices;
 - c. The Navajo Preference in Employment Act, 15 N.N.C. §§ 601 et seq., and the Navajo Nation Business Opportunity Law, 5 N.N.C. §§ 201 et seq.; and
 - d. The Navajo Nation Water Code, 22 N.N.C. § 1101 et seq. Permittee shall apply for and submit all applicable permits and information to the Navajo Nation Water Resources Department, or its successor.
9. The Permittee shall ensure that the air quality of the Navajo Nation is not jeopardized due to violation of applicable laws and regulations by its operations pursuant to the permit.
10. The Permittee shall clear and keep clear the lands within the permit area to the extent compatible with the purpose of the permit, and shall dispose of all vegetation and other materials cut, uprooted, or otherwise accumulated during any surface disturbance activities.
11. The Permittee shall at all times during the term of the permit and at the Permittee’s sole cost and expense, maintain the land subject to the permit and all improvements located thereon and make all necessary and reasonable repairs.
12. The Permittee shall indemnify and hold harmless the Navajo Nation and their respective authorized agents, employees, land users and occupants, against any liability for loss of life, personal injury and property damages arising from the development, use or occupancy or use of the permit area by the Permittee.
13. The Permittee shall not assign, convey or transfer, in any manner whatsoever, the permit or any interest therein, or in or to any of the improvements on the land subject to the permit, without the prior written consent of the Navajo Nation. Any such attempted assignment, conveyance or transfer of the permit without such prior written consent shall be void and of no effect. The consent of the Navajo Nation may be granted, granted upon condition or withheld in the sole discretion of the Navajo Nation.
14. The Navajo Nation may terminate the permit for violation of any of the terms and conditions stated herein. In addition, the permit shall be terminable in whole or part by the Navajo Nation or authorized representative for any of the following causes:

- a. Failure to comply with any terms and conditions of the permit or of applicable laws or regulations;
 - b. Non-use of the permit; and
 - c. The use of the land subject to the permit for any purpose inconsistent with the purpose for which the permit is granted.
15. At the termination of the permit, the Permittee shall peaceably and without legal process deliver up the possession of the premises, in good condition, usual wear and tear excepted. Upon the written request of the Navajo Nation, the Permittee shall provide the Navajo Nation, at the Permittee's sole cost and expense, with an environmental audit assessment of the premises at least sixty (60) days prior to delivery of said premises.
16. The Permittee shall give written notice to the Navajo Nation Land Department regarding any change to the Permittee's contact information, address, leadership, organizational name, or any other substantial change to the organization. The notice shall be given within thirty (30) days and delivered to the Navajo Land Department at Post Office Box 2249, Window Rock, Arizona 86515.
17. Holding over by the Permittee after the termination of the permit shall not constitute a renewal or extension thereof or give the Permittee any rights hereunder or in or to the land subject to the permit or to any improvements located thereon.
18. The Navajo Nation shall have the right, at any reasonable time during the term of the permit, to enter upon the premises, or any part thereof, to inspect the same and any improvements located thereon.
19. By acceptance of the grant of permit, the Permittee consents to the full territorial legislative, executive and judicial jurisdiction of the Navajo Nation, including but not limited to the jurisdiction to levy fines and to enter judgements for compensatory and punitive damages and injunctive relief, in connection with all activities conducted by the Permittee within the Navajo Nation or which have a proximate (legal) effect on persons or property within the Navajo Nation.
20. By acceptance of the grant of the permit, the Permittee covenants and agrees never to contest or challenge the legislative, executive or judicial jurisdiction of the Navajo Nation on the basis that such jurisdiction is inconsistent with the status of the Navajo Nation as an Indian nation, or that the Navajo Nation government is not a government of general jurisdiction, or that the Navajo Nation government does not possess full police power (i.e., the power to legislate and regulate for the general health and welfare) over all lands, persons and activities within its territorial boundaries, or on any other basis not generally applicable to a similar challenge to the jurisdiction of a state government. Nothing contained in this provision shall be construed to negate or impair federal responsibilities with respect to the land subject to the permit or to the Navajo Nation.
21. Any action or proceeding brought by the Permittee against the Navajo Nation in connection with or arising out of the terms and conditions of the permit shall be resolved administratively under the laws of the Navajo Nation and no action or proceeding shall be brought by the Permittee against the Navajo Nation, in any court of any state.
22. Nothing contained herein shall be interpreted as constituting a waiver, express or implied, of the sovereign immunity of the Navajo Nation.

23. Except as prohibited by applicable federal law, the law of the Navajo Nation shall govern the construction, performance and enforcement of the terms and conditions contained herein.
24. The terms and conditions contained herein shall extend to and be binding upon the successors, heirs, assigns, executors, administrators, employees and agents, including all contractors and subcontractors, of the Permittee, and the term "Permittee," whenever used herein, shall be deemed to include all such successors, heirs, assigns, executors, administrators, employees and agents.
25. There is expressly reserved to the Navajo Nation full territorial legislative, executive and judicial jurisdiction over the area under the permit and all lands burdened by the permit, including without limitation over all persons, including the public, and all activities conducted or otherwise occurring within the area under the permit; and the area under the permit and all lands burdened by the permit shall be and forever remain Navajo Indian Country for purposes of Navajo Nation jurisdiction.

Date: _____

Date: _____

By: _____

By: _____

(Permittee)

Jonathan Nez, *President*
The Navajo Nation

General Land Development Department

CHECK LIST FOR MISSION SITE APPLICATION

1. _____ **APPLICATION** for religious activities is filled out by the applicant
2. _____ **FILING FEE** of \$100.00 made payable to The Navajo Nation
3. _____ **CONSENT(S)** Contact your local Chapter Grazing Official or Land Board Member
4. _____ **PETITION OF NAMES** endorsing the proposed mission site from surrounding residents in the vicinity.
5. _____ **SLIDING FEE SCALE** Filled out by applicant to determine annual rental fee
6. _____ **SURVEY PLAT** showing the exact location of the proposed mission site. Fees associated with services.
7. _____ **CHAPTER RESOLUTION** Supporting the withdrawal of land for mission site and permit.
8. _____ **ARTICLES OF INCORPORATION** Submit to Navajo Nation Business Regulatory Department to issue a Certificate of Incorporation authorizing to transact business within Navajo Nation as a Non-profit organization.
9. _____ **BIOLOGICAL SURVEY** performed by the Fish and wildlife Department. Fees associated with service. (928) 871-6451/6452
10. _____ **CULTURAL, HISTORICAL AND ARCHAEOLOGICAL** compliance report issued by the Historic & Heritage Preservation Department after the cultural resources conduct their service (928) 871-7147/7148
11. _____ **ENVIRONMENTAL ASSESSMENT REPORT** reviewed by the Navajo Environmental Protection Agency to ensure there is no contaminated or hazardous materials. NNEPA Office (928) 871-7692

Note: It is the policy of the Navajo Nation that the minimum acreage to conduct religious activities shall be 1½ acres. Acreage more than 1½ shall require justification from the applicant. While the permit is pending final approval, **NO** religious organization shall construct, operate, install or otherwise effect any improvements upon Navajo Nation land without processing a valid mission site permit. Failure to comply will cause the Navajo Nation to set reasonable rental fee or other remedies at law.

****Incomplete packages will not be processed and returned to you****

Sliding Fee Scale Form for Mission Site Permits

Application Information			Today's Date:		
Entitiy Name:					
Mailing Address:			City:		State:
					Zip:
Phone #: ()		Fax #: ()		Congregation Size:	
				Acres requested:	

Income Information		
Source	Amount	Frequency (Circle One)
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
	\$	Weekly Monthly Yearly
Total	\$	Weekly Monthly Yearly

I do hereby swear or affirm that the information provided on this application is true and correct to the best of my knowledge and belief. As an agent of the applicant entity, I hereby acknowledge that I read the foregoing disclosure and understand it.

Name (Print): _____

Signature: _____

Date: _____

Sliding Fee Scale for Navajo Nation Mission Site Permits

Purpose: These policies serve as a guide for the Navajo Land Department to determine Mission Site Permit fees in order to assure that a fair cost-determination has been made.

Policy: A sliding scale for permit fees will be provided to Mission Site Permit applicants, and based on their ability to pay. Ability to pay is determined by the size and annual income of the mission, as well as the number of acres utilized. The sliding scale is not a comprehensive formula, but is used for guidance to determine permit fees. The Navajo Land Department shall determine the permit fee for each mission on a case-by-case basis. The Navajo Land Department has the authority to adjust the sliding scale and permit fee as they see fit, in accordance with Navajo Nation and federal law.

Scope: These policies apply to all Mission Site Permits in the Navajo Nation.

Procedure:

1. Entities applying for Mission Site Permits must provide written verification of income.
2. Self-declaration may only be used in special circumstances. Entities that are unable to provide written verification must provide a signed statement of income, and why they are unable to provide independent verification. This statement will be presented to the Navajo Land Department for review and final determination as to the sliding fee percentage.
3. Permit fees will be determined at the discretion of the Navajo Land Department on a case-by-case basis for entities unable or unwilling to provide any level of documentation.
4. Pursuant to 16 N.N.C. § 1157 the Navajo Land Department will require a minimum charge of \$15.00 per acre per year for all mission sites in the Navajo Nation.
5. Permit cost will increase based on the annual income of the mission and the number of acres used, pursuant to Table 1 below. An additional \$15 will be assessed for each acre and each \$10,000 increase in annual income. An additional fee may also be added for missions with large congregations.

Table 1						
Annual Income	\$0-\$20,000	\$20,000-\$30,000	\$30,000-\$40,000	\$40,000-\$50,000	\$50,000-\$60,000	\$60,000-\$70,000
Acres Used	Minimum Fee	Minimum Fee	Minimum Fee	Minimum Fee	Minimum Fee	Minimum Fee
1	\$15	\$30	\$45	\$60	\$75	\$90

2	\$30	\$45	\$60	\$75	\$90	\$105
3	\$45	\$60	\$75	\$90	\$105	\$120
4	\$60	\$75	\$90	\$105	\$120	\$135
5	\$75	\$90	\$105	\$120	\$135	\$150
6	\$90	\$105	\$120	\$135	\$150	\$165
7	\$105	\$120	\$135	\$150	\$165	\$180
8	\$120	\$135	\$150	\$165	\$180	\$195

6. Any mission that is actively conducting substantial medical or accredited educational programs on its site shall be exempt from the permit fee.
7. The Navajo Land Department requires payment by December 30 of each year, prior to the year for which fees are due. If any mission fails to pay the required amount by the due date, their Mission Site Permit will automatically terminate in accordance with 16 N.N.C. § 1157.