

Pyramid Lake Paiute Tribal Council

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RESOLUTION NO.: PL 093-24

"An Ordinance Governing the Management of Tribal Land Assignments"

RESOLUTION OF THE TRIBAL COUNCIL OF THE PYRAMID LAKE PAIUTE TRIBE NIXON, NEVADA

WHEREAS, the Pyramid Lake Paiute Tribe is organized pursuant to the provisions of Section 16 of the Indian Reorganization Act (25 U.S.C. § 476) and is federally recognized by the United States Government through the Secretary of the Interior and the Bureau of Indian Affairs; and

WHEREAS, in accordance with the Tribe's Constitution and By-Laws, the Tribe is governed by the Pyramid Laker Paiute Council ("Tribal Council"); and

WHEREAS, the Tribal Council created the Land and Resource Committee to administer the provisions of the Constitution and By-Law governing Tribal lands; and

WHEREAS, the Pyramid Lake Paiute Tribal Council adopted "An Ordinance Governing the Management of Tribal Land Assignments" through Resolution No. PL 134-02, and after having been posted for public comment, the Land and Resource Committee is recommending that the Pyramid Lake Tribal Council adopt the revised Ordinance; and

NOW, THEREFORE BE IT RESOLVED, that the Pyramid Lake Paiute Tribal Council hereby approves and adopts the amended "An Ordinance Governing the Management of Tribal Land Assignments", a true and correct copy of which is attached hereto and made a part of.

BE IT FINALLY RESOLVED, the Pyramid Lake Tribal Chairman or his designee is hereby authorized and directed to implement the Ordinance. This Ordinance shall take effect upon adoption by the Tribal Council. Any and all prior ordinances regulating Tribal land assignments on the Pyramid Lake Indian Reservation are repealed as of the date that this Ordinance takes effect.

CERTIFICATION

It is hereby certified that the foregoing resolution of the Pyramid Lake Paiute Tribal Council, governing body of the Pyramid Lake Paiute Tribe, composed of ten members, of whom ten (10) constituting a quorum were present at a meeting duly held on the 20th day of September 2024, was adopted by the affirmative vote of seven (7) FOR and two (2) AGAINST, with zero (0) ABSTENTIONS; pursuant to the authority contained in the Constitution and By-laws of the Pyramid Lake Paiute Tribe.


Brenda A. Henry, Tribal Council Secretary
Pyramid Lake Paiute Tribal Council



**PYRAMID LAKE PAIUTE TRIBE
PYRAMID LAKE INDIAN RESERVATION
NIXON, NEVADA**

**AN ORDINANCE GOVERNING
THE MANAGEMENT OF
TRIBAL LAND ASSIGNMENTS**

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Rev. July 2024

**PYRAMID LAKE PAIUTE TRIBE
PYRAMID LAKE INDIAN RESERVATION
NIXON, NEVADA**

**AN ORDINANCE GOVERNING THE MANAGEMENT OF
TRIBAL LAND ASSIGNMENTS**

Adopted by Tribal Council Resolution No. PL134-02
Amended by Tribal Council Resolution No. PL093-24

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Article I. STATEMENT OF AUTHORITY

Section 1.01. Source of Authority

The Pyramid Lake Paiute Tribal Constitution and By-Laws is the governing document of the PLPT approved January 15, 1936. Subject to limitations provided in federal statutes and the U.S. Constitution, PLPT authority shall be construed in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).

Section 1.02. Statement of Purpose

This Ordinance is intended to establish policy and procedures governing Pyramid Lake Tribal land assignments and occupancy by individual Pyramid Lake Tribal members so as to conserve, protect, and develop tribal lands and resources as to promote and safeguard the interest of the Tribe.

Article II. DEFINITION OF TERMS

Section 2.01. Definitions

In construing the provisions of this Ordinance, the following words or phrases shall have the meaning designated unless this Ordinance expressly provides or the context clearly indicates otherwise:

- (a) Age of Majority shall mean eighteen (18) years of age.
- (b) Assignee shall mean one to whom an assignment of Tribal land is made in accordance with the provisions of this Ordinance.
- (c) Assignment shall mean a formal right to use Tribal land subject to the provisions of this Ordinance as now set forth or as it may be amended from time to time.
- (d) Beneficial use shall mean the right to use and enjoy an assigned parcel of land. As used in this Ordinance, any beneficial use is subject to both federal and Tribal laws governing the use of Tribal lands.
- (e) Commercial use shall mean any activity entered into or carried out for the purpose of earning a monetary profit other than activities that are incidental to the primary residential or other similar personal use (e.g., home crafts or door to door type sales such as Avon, Amway, etc.), where said use does not involve regular onsite retail sales and is incidental to the use of the site for residential purposes.
- (f) Dependent shall mean one's spouse, minor children, or a person who receives major support from and who has resided with the applicant for a period of at least one year immediately preceding the time period under consideration.
- (g) Enrolled Member means any person who meets the membership criteria stated in the Constitution of the Pyramid Lake Paiute Tribe, and who has satisfied the procedural

requirements for enrollment contained in the Enrollment Ordinance of the Pyramid Lake Paiute Tribe.

(h) A guardian of a minor tribal member is vested by applicable law and/or Council action with the authority to manage the legal affairs of an eligible enrolled Tribal minor to Tribal assets and in accordance with any limitations set forth by the Council.

(i) Improvement shall mean any valuable addition made to a land assignment amounting to more than mere repairs, replacement or waste intended to enhance its beauty, value, or utility, or to adapt it for new or future purposes. Notwithstanding any other provisions of this Ordinance, the term "improvement" shall include any and all improvements to the land such as permanent structures (buildings, house, garages, barns, sheds, landscaping, grading, roads, infrastructure, fencing, etc.).

(j) Public nuisance shall mean anything that is injurious to health, indecent or offensive to the senses, obstructs the free use of property, interferes with the comfortable enjoyment of life or property, or unlawfully obstructs the free passage or use, in the customary manner, of any public park, street or highway.

(k) Spouse shall mean husband or wife, within a marriage established under state law or Tribal law.

(l) Tribe shall mean the Pyramid Lake Paiute Tribe (or "PLPT") organized under the Constitution and By-Laws of the Pyramid Lake Paiute Tribe approved January 15, 1936. Subject to limitations provided in federal statutes and the U.S. Constitution, PLPT authority shall be construed in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 Stat. 984).

(m) A Tribal Council resolution reflects formal action taken to confirm any decision as a form of policy, regulation, law, or final decision in Tribal matters.

(n) The Tribal Council minutes are formal records of each Tribal Council meeting.

(o) The Bureau of Indian Affairs ("BIA") is a Federal Agency within the Department of Interior that is responsible for overseeing tribal affairs for Indians in the United States. The responsible BIA agency for the PLPT is the Western Nevada Agency ("WNA") located in Carson City, Nevada.

(p) Relevant documents and information are any information related to land that assists the Tribe in making decisions on uses for land.

(1) In instances where additional information is required, it may be necessary to research archival records at the WNA facilities, other BIA facilities, the National Archives and Records Administration, State archives, and/or County archives. Any information retrieved through a research facility can be used as part of any proceeding

contained in this Ordinance.

(2) Any County Assessor's parcel map or County Recorder survey map may be retrieved and provided as part of any information considered under the procedures addressed in this Ordinance.

(3) The official records of the PLPT include but are not limited to Tribal Council records, Tribal Council meeting minutes, official letters, administrative memorandums, any Tribal Committee or Board of Directors meeting minutes, and any agreements approved in compliance with applicable Tribal policies and regulations.

(4) Professional surveys and technical data may be used with any process or provision contained in this Ordinance. A certified survey of a site may be obtained at the assignee's expense.

(5) GIS and GPS information plus any data collected can be used for any process or provision contained in this Ordinance.

(6) Information, documents, or data from any other agency can be used and provided as reference or justification for any process or provision contained in this Ordinance.

Article III. GENERAL ASSIGNMENT POLICY AND REQUIREMENTS

Section 3.01. Use Right

An assignment does not grant ownership to the land, but is an exclusive use right only. In accordance with applicable law, the PLPT has exclusive authority and jurisdiction over all lands within the exterior boundaries of the PLIR.

Section 3.02. Purpose of Assignment

Assignments granted pursuant to this Ordinance are granted for the specific purpose of providing a home site and other similar uses as approved by the Tribal Council. Assignments shall be of a size to accommodate the objective of the assignment. The established policy for residential assignments shall be that, absent good cause, such assignments shall not exceed a maximum size of one acre. Assignments may not be put to commercial use without express prior written consent of the Tribal Council.

Section 3.03. Underground

All groundwater and minerals, such as sand, gravel and natural gas, are reserved to the PLPT with the right to explore, lease, or dispose of the same in accordance with the Constitution of the PLPT, regulations prescribed by the Secretary of the Interior and other applicable law.

Section 3.04. Easements

The right to grant easements and rights-of-way over an assignment for public purposes is reserved by the PLPT. Also reserved to the Tribe is the right to reasonable ingress and egress

over any assignment to other Tribal lands, which can be assigned to specific Tribal members. All assignments shall provide pass through access for any Tribal departmental use, utility vendors, emergency and law enforcement personnel.

Section 3.05. Applicable Laws

Any assignment shall be subject to all applicable laws and ordinances, including but not limited to the Tribal Land Assignment Ordinance, the Tribe's Land Use Plan and the Constitution of the PLPT.

Section 3.06. Maintenance

Each assignment and improvements thereon shall be maintained in a neat manner and subject to any sanitation regulations existing at the time the assignment is made and to any sanitation regulations which may be enacted subsequently by the Tribal Council.

Section 3.07. Limitations

Assignments shall not be used for any unlawful purposes. Assignments shall not be used for any other designations than what it is zoned for or stated on the original application or any agreements or directives from the Tribal Council.

Section 3.08. Required Approvals

Assignments shall not be transferred, re-assigned or exchanged without the recommendation of the L&RC and approval by the Tribal Council. The Tribal Council must approve the terms of any lease or rental of a land assignment or its improvements.

Section 3.09. Improvements

Improvements that are part of the real property shall not be removed without the express written approval of the Tribal Council.

Section 3.10. Nuisance

An assignment shall not be used in manner so as to create a public nuisance. Each assignee shall not allow conditions to exist on the assignment that would endanger life or the property of any assignee.

Article IV. ELIGIBILITY FOR ASSIGNMENTS

Section 4.01. Eligibility Criteria

Except as otherwise set forth in this Ordinance, an applicant to be eligible for an assignment must meet the following requirements at the time of submitting an application:

- (a) Must be an eligible enrolled member of the PLPT.
- (b) Only one person named as the applicant per application. There can be no substitution to serve in place of an eligible applicant, including from a spouse, parent or immediate family or relative.
- (c) Must be at least eighteen (18) years of age on the date of submitting an application.

(d) Must not have had a previous assignment canceled for cause within five years prior to the date of submitting an application.

Section 4.02. Successors

(a) In the event that any person duly assigned a Tribal land assignment becomes unable to manage or operate their assignment for any validated purposes, their heirs or other individuals designated by the approved land assignment application, listed as successors, shall have preference in the re-assignment of the land. A successor must meet the requirements and follow the procedures stated in Article VII.

(b) In special circumstances, a Tribal member may be the recipient of multiple home sites and/or assignments. This can occur due to a family member passing and leaving a will or legal document with specific language that designates the person as acquiring the home or property. The person listed will have to go through the application process to create a proper and complete record.

Article V. ORGANIZATIONAL RESPONSIBILITY AND AUTHORITY

Section 5.01. Tribal Land Office

The Tribal Land Office was established for the management of all lands within the exterior boundary of the PLIR and to document and record all landholdings of the PLPT. Accordingly, in the management of Tribal land assignments, the Tribal Land Office is the focal point for matters that pertain to assignments. One of the tasks of the Tribal Land Manager is the oversight and management of land assignment applications, including gathering all pertinent information from the applicant, reviewing applications for clarity and completing a review of the prospective selected site. The Tribal Land Manager shall assist with applicant questions and concerns as they relate to moving the application forward for L&RC review. The Land Office shall maintain digital recorded information on land availability or occupied status of viable locations on the Reservation. The office shall maintain maps of utilities, access roads, land status of lands within the Reservation, i.e. PLPT, fee property, Realty (rentals) for archival purposes. The Tribal Land Office shall work cooperatively with outside agencies in addressing mapping concerns, such as right-of-way inquiries, Law Enforcement and EMT/Fire Agencies, etc.

Section 5.02. Land & Resource Committee (L&RC)

The L&RC shall consist of five Tribal members appointed by the Tribal Council. The L&RC is a standing committee whose members have no term limits. The selected members will elect a chairman, vice-chairman and a secretary.

(a) The L&RC shall receive all land assignment applications, verify land status, review all documentation relating to each land assignment application, and based on its findings provide its recommendation to the Tribal Council. Any such recommendation shall be for approval or denial of any land assignment application that has been formally reviewed by the L&RC.

(b) The L&RC shall hear disputes relating to Tribal land assignments and develop recommendations based on its review and hearings held by the L&RC, in an effort to resolve disputes or disagreements, and based on its findings, provide its recommendations to the Tribal Council.

(c) The L&RC shall be subject to all Policies and Procedures of the PLPT that are applicable to committee members and shall be compensated only as and if provided for by the Tribal Council in its budget.

Article VI. APPLICATION FOR ASSIGNMENT

Section 6.01. Application Form

Land assignment applications are available in the Tribal Administration Office, Tribal Land Office or online. These applications should be filled out in their entirety with sufficient information to show the applicant meets the requirements for obtaining an assignment. A site map must accompany each application, along with other pertinent documents to support the application.

Section 6.02. Submission of Application

All completed land assignment applications shall be submitted to the Tribal Secretary's Office, which shall record then forward all submitted documents to the Tribal Land Office.

Section 6.03. Application Review, Posting and Protests

The Tribal Land Office shall perform a preliminary review of each application to determine if all pertinent information and corresponding documents are included and to verify the applicant's eligibility. Incomplete applications shall be returned to the applicant with instructions for properly completing an application. Once the Tribal Land Office determines an application is complete, the application shall be posted for 20 days. Any protests or other disagreements with the posted application shall be made during this posting period by submitting to the Tribal Land Office a written protest that states the documented reasoning for protesting. The protest document must be notarized.

Section 6.04. L&RC Review

After review by the Tribal Land Office and the 20-day posting period, the application and any protests shall be presented to the L&RC for final review and recommendation. The L&RC will thoroughly review all applications, including all documents and the information contained within, and any protests, then will make a recommendation to the Tribal Council to either approve or deny the application.

Section 6.05. Tribal Council Action

The L&RC recommendation will be presented to the Tribal Council at the next regularly scheduled meeting for final determination. The Tribal Council shall consider the recommendation of the L&RC, allow any protesters to address the application, and shall request additional information or take a formal vote to either approve or disapprove the application.

Section 6.06. Notice of Tribal Council Decision

If an application is denied by the Tribal Council, the Tribal Secretary will provide written notice to the applicant. If an application is approved by the Tribal Council, the Tribal Secretary will thereafter issue a letter of approval and a resolution showing the Tribal Council's action of approving the assignment. The decision of the Tribal Council is final. A copy of the assignment with the Tribal Council resolution will be forwarded to the BIA Western Region for recording.

Section 6.07. Files

A permanent record on each individual assignee with a description of the assignment and a corresponding resolution, including action regarding disposition of application thereof, shall be kept on file in the Tribal Administration Office. Each file should have the assignment information, corresponding data, Council resolution information, etc.

Article VII. TRANSFER OF ASSIGNMENTS

Section 7.01. Successor Assignees

(a) An assignment is not subject to an inheritance or an automatic transfer. However, an assignee must designate one (1) or two (2) successors on the application to receive his/her assignment in the event of a death or a relinquishment. Successors can be changed at any time by submitting a written notarized notice with the Land Office. The successor shall be considered for re-assignment provided he or she is eligible to hold an assignment and completes an application for said assignment. To be eligible, a successor must meet all eligibility criteria including being an enrolled PLPT member.

(b) The first listed successor will be afforded the first right of refusal in the reassignment process, then the second listed successor will be considered. If the first successor designated by an assignee to receive the assignment is not eligible or refuses the assignment then the second successor will be afforded the opportunity to apply.

(c) With Tribal Council approval, land assignments may be held in guardian status for a minor child who is an enrolled PLPT member. The legal guardian must be a PLPT member and must be over 18 years of age. The assignment can be issued in the name of the guardian "in trust" for the minor and shall terminate when the minor reaches the age of 18 years. At that time, the minor may apply for the assignment in his/her own name. The Tribal Council may revoke this guardianship of land assignment when the circumstances warrant.

(d) If the legal guardian is not a Tribal member, then with Tribal Council approval the land assignment may be held in "in trust" by the Tribe for the minor child, which shall terminate when the minor reaches the age of 18 years. At that time, the minor may apply for the assignment in his/her own name. The Tribal Council may revoke this guardianship of land assignment when the circumstances warrant.

(e) In the event of the death of an assignee who has not designated a successor, preference in the re-assignment of the land assignment shall be given to the surviving spouse or children of the assignee, provided they are enrolled Tribal members and otherwise eligible to hold an

assignment under the requirements set forth in Article III, above. If only children are eligible they may petition to request the guardianship status stated in subsection (c) or (d) above.

(f) An assignee may designate a successor in a will or other legal document, and any such information shall be considered as part of the re-assignment process. The most recent legal documentation shall supersede over a designation in an application pertaining to successors.

(g) The Tribal Land Manager will contact the successor of an assignee with notification within 60 days after learning of the death of an assignee. Once a successor has been notified they will have 120 days to complete an application for the assignment.

Article VIII. RESIDENTIAL LEASE

Section 8.01. Section 184 Residential Lease

(a) A Residential Lease is a leasehold interest in land on which a home will be located. This lease document is necessary to obtain a loan guarantee on Tribal trust lands as a requirement of the HUD Section 184 Indian Home Loan Guarantee Program. The Section 184 Program will not accept tribal land assignments so a conversion of an assignment to a Residential Lease has to be recorded to show an enforceable right to occupy the land. A conversion of a land assignment to a Residential Lease requires Tribal Council action, which will be forwarded to the BIA for their approval, documentation and recorded so it can become part of the BIA's "Title Survey Report" (TSR). These documents can then be forwarded to the financial mortgage lending agency.

(b) The process to obtain a Residential Lease will run through the L&RC similar to a land assignment, with specific parameters set forth by BIA approved policies and forms. An application for the Residential Lease will be reviewed by the L&RC, which will make a recommendation to the Tribal Council, which will then approve or deny the application.

Article IX. IMPROVEMENTS ON ASSIGNMENT

Section 9.01. Improvements

Improvements affixed or annexed to the assignment shall be considered part of the real property belonging with the land and shall remain on the assignment unless their removal is authorized by the Tribal Council. Any improvement is deemed to be affixed to land when it is attached to it by roots, as in the case of trees or shrubs; embedded in it, as in the case of pipelines, walls or fences; permanently resting upon it, as in the case of houses or other buildings; or permanently attached to what is thus permanent, as by means of cement, plaster, nails, bolts, and screws. The right of the assignee to the use of such fixtures, whether or not placed on the assigned land by the assignee, shall continue with the duration of the assignment. The term "improvement" shall include permanent structures, such as buildings, house, garages, barns, sheds, landscaping, grading, roads, infrastructure, etc.

Section 9.02. Personal Property

If an assignment is relinquished or cancelled, or if the assignee is deceased and without qualified heirs, any personal property of the assignee must be removed or otherwise disposed of within an agreed upon term stated in a formal written notice by the Tribal Council, or if an agreement cannot be reached then by a date established by the Tribal Council and stated in a formal written notice to the assignee; otherwise said personal property transfers to the Tribe. The Tribal Council shall have the authority, upon a showing of good cause, to extend the removal time for a reasonable period to prevent undue hardship; and may, at its discretion, pay to the owner the value of said personal property as determined by the Council.

Article X. LAND USE

Section 10.01. Land Use Restrictions

(a) Any land use designation established by land assignment applications, a grant of a land assignment by the Tribal Council, proposed contracts or leases, or other such methodology for Tribal lands must comply with all applicable laws, regulations, or policies. The specific designated use determined by land use plans or zoning ordinance shall be considered when land assignment applications are reviewed. Any such land use which produces income to an individual or to the PLPT shall be considered an economic unit.

(b) Any stated designation of land use will be entered on the application and/or grant of a land assignment, or in a prepared work or improvement plan approved by the Tribal Council. The proposed use of the land cannot be modified from initial intent stated on the application or work plan, unless approved by the Tribal Council.

Section 10.02. Agricultural

Agriculture land use shall be that which produces a vegetative crop for livestock or human consumption. It shall also include ornamental horticulture, turf farming, and native plant production. Any person who intends to apply for an agriculture land assignment must conclusively demonstrate the ability to use necessary resources for land production at the earliest growing season, and any application should not be used to speculate on future productivity. Providing irrigation water to the site is of great importance and will depend on acreage availability.

Section 10.03. Homesite/Residential

(a) Home site land use shall be that which supports a household. It shall include a land area suitable for such household livelihood (i.e. yard, buildings, barns, etc.). Residential land use shall be that which supports residential home sites for individual Tribal members plus subdivisions as determined by the PLHA. Land assignments for a home site shall be no more than one (1) acre.

(b) Sites in a subdivision shall not be considered or entertained for any business ventures that may cause any unusual activity or out of normal use and determined unfit for the environment. Any disruption to normal residential subdivision activity shall not be allowed. The homeowner shall maintain their site with regular upkeep of the home and yard through quality control of landscaping, maintaining clear access to the home and keeping an environmentally clean yard.

Section 10.04. Commercial

Commercial land use shall be that which is destined to produce an income through business ventures. It shall include industrial, mining, warehousing, retail, wholesale, or other revenue producing operations. Any proposed business ventures should be considered for placement in a designated commercial zone, of which a maximum size may be 3-5 acres based on the type of business proposed.

Section 10.05. Business Plan

Each applicant for a land assignment that proposes a land use to produce an income must provide with the land assignment application a business plan, proposed commercial development description and if applicable a proposed contract or lease. All business plans shall be approved by the Business Office prior to any application review by the L&RC. After L&RC review and approval, the application will then proceed to the Pyramid Lake Tribal Council for a final decision.

Section 10.06. Work Plan/Improvements

Each applicant for a land assignment that proposes an income producing land use must submit with his/her application a Work Plan that describes in detail the improvements that will be built/installed and when the proposed improvements will be built/installed in a time line format (in 6 months increments for a two year period). Improvements not made on the assignment in accordance with the Work Plan can result in cancellation of the assignment.

Article XI. RELINQUISHMENT, CANCELLATION, ABANDONMENT

Section 11.01. Relinquishment.

Any assignee may relinquish an assignment at any time by giving written notarized notice to the L&RC. Upon relinquishment, the premises may be re-assigned to any eligible enrolled Tribal member, with the existing listed successors given the right of first refusal.

Section 11.02. Abandonment.

- (a) An assignment may be considered abandoned if the assignee has not occupied the assignment for a period of at least two years (2) without the approval of the Tribal Council. The burden of proof is with the assignee to establish valid occupancy of said assignment
- (b) Assignments that have surpassed the 2-year improvement period and have had some established care and occupancy, but have for whatever reason gone vacant beyond the 2-year period with no valid upkeep or maintenance may be considered abandoned, which is a valid reason for cancellation and/or re-assignment. The LR&C shall meet with the assignee who shall be given the opportunity to present reasons for the lack of improvement or non-use.

Section 11.03. Cancellation.

- (a) Each assignee shall comply with all terms of this Ordinance, as well as with the terms of any agreements entered into respecting said assignment, including but not limited to agreements

addressing housing and other land uses on said assignment. An assignee's failure to comply with these requirements shall subject the land assignment to cancellation by the Tribal Council.

(b) Absent prior written consent of the Tribal Council for good cause shown, if any Tribal member holding a Tribal land assignment shall for a period of two (2) years fail to use the land so assigned, such assignment may be cancelled by the Tribal Council.

(c) The L&RC shall hold a hearing to address whether to recommend the cancellation of any land assignment. The L&RC will notify the assignee of the date and time for a hearing for discussion on the possible cancellation of the assignment. The notice must be given at least 10 calendar days prior to the hearing. If the L&RC makes a recommendation to cancel a land assignment, the L&RC shall forward the recommendation to the Tribal Council for its consideration.

(d) A land assignment may be cancelled by the Tribal Council only after due notice to the assignee and after providing the assignee an opportunity to be heard by the Tribal Council on the reasons for the possible cancellation. The Tribal Secretary will notify the assignee of the date and time for a hearing for discussion on the possible cancellation of the assignment. The notice must be given at least 10 calendar days prior to the Tribal Council meeting.

(e) The L&RC shall make a recommendation on future use of a cancelled land assignment, including re-assigning the land in accordance with the provisions of Article VII, Section 3 of the Tribal Constitution and By-Laws and by the provisions of this Ordinance.

Section 11.04. Illegal Occupancy.

(a) Any individual that does not have documentation showing an exclusive right to occupy Tribal land, such as a land assignment approval or lease, may not use or occupy the Tribal lands. Occupancy of land without such documentation signifies squatting or unofficial occupancy, and can be the basis for the Tribe to take action to have the person evicted from the property. No person may establish residency on another person's land assignment or other lands within the boundaries of PLIR without the consent of the PLPT.

(b) The Tribal Council may take action to require the removal within a reasonable amount of time of any individual from Tribal land that does not have a land assignment, lease or other valid authorization to occupy the land.

Article XII. COMPLIANCE

Section 12.01. Complaints

(a) All complaints related to land assignment use or compliance with this Ordinance or the requirements stated in any application or grant of a land assignment must be submitted in writing to the Tribal Land Office or the Tribal Secretary. A valid complaint must contain an original notarized signature. A Tribal response shall be provided in writing within thirty (30) days from the date the Tribe receives the complaint to the person submitting the complaint.

(b) The Tribal Secretary shall submit each valid complaint to the Tribal Land Office, which will forward the documents to the L&RC for review at its next available meeting. A copy of the

complaint and Tribal response letter shall be provided to all parties involved in the complaint. Complaints shall be treated consistently with the PLPT Constitution Article VII, Section 5.

Section 12.02. Finding of Non-Compliance

(a) The L&RC shall be responsible for findings of non-compliance. The L&RC shall assign a L&RC member and/or the Land Office to investigate any such complaint. The person whose land assignment is in question shall be informed of the manner in which the complaint is to be investigated.

(b) The investigation shall be accomplished by physical observance of such land assignment in question and by documenting all findings describing the manner in which findings were discovered. The investigation may include research and information/documentation collection for compilation, and an investigation report will be prepared and submitted to the L&RC. No investigation shall be completed by verbal communication. The L&RC shall take action accepting the investigation report.

(c) In the event that a finding of land assignment non-compliance exists, the person whose land assignment is in question shall receive a notice of non-compliance, a copy of the investigation report and the L&RC action taken.

Section 12.03. L&RC Hearing and Tribal Council Action

(a) The L&RC shall hold a hearing to address whether to recommend the cancellation of any land assignment due to non-compliance. The L&RC will notify the assignee of the date and time for a hearing for discussion on the possible cancellation of the assignment. The notice must be given at least 10 calendar days prior to the hearing. If the L&RC makes a recommendation to cancel a land assignment, the L&RC shall forward the recommendation to the Tribal Council for its consideration.

(b) A land assignment may be cancelled by the Tribal Council only after due notice to the assignee and after providing the assignee an opportunity to be heard by the Tribal Council on the reasons for the possible cancellation. The Tribal Secretary will notify the assignee of the date and time for a hearing for discussion on the possible cancellation of the assignment. The notice must be given at least 10 calendar days prior to the Tribal Council meeting. The Tribal Council shall review the information directly relating to the non-compliance. No additional information may be considered after the hearing process has been completed by the L&RC. The Tribal Council's decision to cancel a land assignment shall be final and documented in the assignee's file.

Article XIII. DISPUTE RESOLUTION

Dispute resolution shall involve only those disputes relating directly to the land assignment in question, the application process, and information relating to such disputed land assignment.

Section 13.01. Filing Dispute

Disputes can be filed in writing, by submitting any disputed issue with the Tribal Secretary who will forward the matter to the Land Office and L&RC. Any written dispute not containing an

original notarized signature shall not be considered legitimate and will be disqualified. A dispute may be filed in such cases where a land assignment is authorized; an approved land assignment intrudes upon an existing land assignment; certain boundaries are presumed incorrect; the application process is incomplete; information or documents are incorrect; or any such matter that is deemed a valid dispute through this Ordinance.

Section 13.02. Receipt

The dispute shall be stamped received on the date that it is submitted to the Tribal Secretary. A copy shall be provided to the disputing party or person upon receipt of dispute. A copy shall also be provided to the individual whose land assignment is in dispute. The dispute shall be submitted to the L&RC for determining the validity of the dispute in question.

Section 13.03. Notification

If L&RC determines the dispute is valid, the L&RC shall provide notice to each party involved on the process for how the dispute will be resolved. The dispute shall be heard at a regular or special L&RC meeting.

Section 13.04. Resolution

(a) All information, data, and/or documents relevant to the dispute shall be reviewed by the L&RC while discussing in detail with each party or person involved the significant points and facts relevant to the land assignment. The parties involved shall seek to determine based on the information, data and/or documents a reasonable solution to the disputed issue. Through this session, the L&RC shall determine the outcome best suited to satisfy both parties involved in the dispute. A letter describing in detail the L&RC determination shall be issued to each party involved. A copy shall be provided to the Tribal Secretary to be maintained on file.

(b) Should the dispute remain unresolved after the L&RC dispute resolution session, the L&RC shall make a recommendation of the best suited resolution for the dispute. The L&RC recommendation shall be forwarded to the Tribal Council. The L&RC recommendation shall be copied to each party involved in the land assignment dispute.

Section 13.05. Final Review and Decision

The Tribal Secretary will notify the parties involved of the date and time of the Tribal Council meeting for discussion on the dispute. The notice must be given at least 10 calendar days prior to the Tribal Council meeting. No additional information will be allowed as part of the final review by the Tribal Council. The Tribal Council shall decide, by a motion and vote, the final dispute resolution based on the information submitted along with the recommendation of the L&RC. The Tribal Council decision shall be final.

Article XIV. MISCELLANEOUS PROVISIONS

Section 14.01. Documents

Any document submitted as part of any land assignment proceeding contained in this Ordinance will be utilized as necessary to determine an outcome to any such land assignment proceeding. Any document that is forged, improperly obtained, or used in any improper manner with any process contained in this Ordinance can be used in administrative, quasi-judicial or judicial

proceedings to remedy relief where harm has been demonstrated against a party unsuspecting of such harm.

Section 14.02. Public Access to Land Assignment Information

Documentation on any land assignment that has been officially approved by the PLPT shall be made accessible to Tribal members. Any Tribal member interested in receiving any information related to any Tribal land assignment may submit a written request to the PLPT Secretary. A copy of allowable requested information shall be provided to the party who requests the information. Any information provided under this section shall only be used for any informational purposes by the provisions contained in this Ordinance.

Section 14.03. Severability

(a) If any provision or provisions of this Ordinance are held invalid by a court of competent jurisdiction, this Ordinance shall continue in effect as if the invalid provision were not a part hereof.

(b) If any provision of this Ordinance is inconsistent with any provision of the Tribal Constitution and Tribal By-Laws, the terms of the Constitution and By-Laws shall control.

Section 14.04. Effective Date of Ordinance

This Ordinance shall take effect upon the approval by resolution of the Pyramid Lake Tribal Council. Any and all prior ordinances regulating Tribal land assignments on the Pyramid Lake Indian Reservation are repealed as of the date that this Ordinance takes effect.



PYRAMID LAKE PAIUTE TRIBE

208 CAPITOL HILL | PO BOX 256

NIXON, NV 89424

Telephone: 775-574-1000 Fax: 775-574-1008

Application for Land Assignment

TRIBAL MEMBER INFORMATION

Name: _____

	_____	_____	_____	_____
	Last	First	Middle	Suffix

Address: _____

	_____	_____
	Physical	Mailing

Telephone: _____

	_____	_____	_____
	Home	Work	Cell/Message

Email: _____

Tribe/Enroll No.: _____

Type of land assignment: Home site Agriculture Commercial (Business)

I hereby apply for an assignment of tribal land for the use of myself and my family. A legal description is provided: _____

A map is attached for further description.

REPRESENTATIONS & AGREEMENTS

- I hereby state that I am an eligible enrolled member of the Pyramid Lake Paiute Tribe. (Verification on Page 3).
- My family household consists of the following persons:

NAME	RELATION	AGE	TRIBE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 3. I have never had a land assignment: Yes No

If yes, please describe (PL Resolution No., date, location, description, etc.):

- 4. I will keep all improvements made on the land in good repair, make improvements according to my plan as submitted.
- 5. I will not use or consent to the use on the land for any unlawful purpose and will not lease or rent the land to anyone, or let any other person use the land without written approval of the Tribal Council, except in case of temporary incapacity, due to illness or accident and then only for a period not to exceed one year. I agree that any use of the land different than what is stated in this application shall be approved by the Tribal Council in advance.

SUCCESSOR

Both successors must be eligible enrolled members of the Pyramid Lake Paiute Tribe.

- 1. In the event of my death, I hereby designate: #1 _____ to receive the land that may be assigned to me, together with all the improvements made thereon, or if they are unable or ineligible to receive the assignment, I then designate: #2 _____ all in accordance with the Pyramid Lake Paiute Tribal Constitution, By Laws, Regulations and Ordinances and with written notification to the Land & Resource Committee. The foregoing designations made can be changed at any time by me with written notification of such change forwarded to the Pyramid Lake Paiute Tribe.

AGREEMENTS & UNDERSTANDING

- 2. I UNDERSTAND and AGREE that if any of the foregoing statements are not true or if I fail to carry out the agreements or conditions and land use plan contained in the application or with the approval of said assignment, that the assignment shall be subject to revocation by the Pyramid Lake Tribal Council.

Application submitted on this _____ day of _____, 20__.

APPLICANT – Print

APPLICANT - Signature

VERIFICATION OF TRIBAL MEMBERSHIP

APPLICANT VERIFICATION

PLPT Member: Yes No Enrollment # _____ Date Verified: _____

SUCCESSOR #1 VERIFICATION

PLPT Member: Yes No Enrollment # _____ Date Verified: _____

SUCCESSOR #2 VERIFICATION

PLPT Member: Yes No Enrollment # _____ Date Verified: _____

Enrollment Officer – Print

Enrollment Officer – Signature

Date

LAND ASSIGNMENT FOR:

Application approved by the Pyramid Lake Paiute Tribal Council
Resolution No: _____

Tribal Chairman Signature: _____

Print: _____

Date: _____

Initial	Disclaimer
	I was informed by the Land & Resource Committee (L&RC) that the Tribe is not responsible for connecting any portion of my land assignment to the public water system. I am fully aware that connecting water to my property is my financial responsibility when/if I am granted a land assignment.
	I was informed by the (L&RC) that the Tribe is not responsible for connecting any portion of my land assignment to an electric source. I am fully aware that connecting electricity to my property is my financial responsibility when/if I am granted a land assignment.
	I was informed by the (L&RC) that if public utilities such as water and electricity run through my property that others will be allowed to access such utilities if access to such public utilities requires hooking up to the main line on my property.
	I was informed by the (L&RC) that the Tribe is not responsible for constructing or hooking up a sewer system on my property. I have been advised that Indian Health Services may be able to assist me at no cost if I choose to contact them for assistance.
	I was informed by the (L&RC) that Tribal Land is considered open range land on the Pyramid Lake Paiute Tribe Reservation. Cattle and other livestock have free range of our lands unless a proper fence and gate are built to keep them out. Building a fence around my land assignment to keep livestock out is my financial responsibility if/when given a land assignment.
	I understand that per the Tribal Land Assignment Ordinance that if I do not show signs of land use/improvements within a 2-year period the land may be revoked and/or re-assigned to other Tribal members.

Pyramid Lake Paiute Tribe Land Assignment Disclaimer

Stewardship of any Tribal Lands is all our responsibility. When assigned a piece of Tribal Land members must understand it is not only a moral obligation to care for such land but a financial obligation to follow through with the plans that are presented on your land assignment application. By signing this disclaimer as part of your land assignment application the applicant is stating that they are fully aware of this personal obligation.

The applicant and his/her designated successor hold harmless the Pyramid Lake Paiute Tribe in addressing the financial obligations the new land assignment will incur when developed.

 APPLICANT – Print

 APPLICANT – Signature

 Date

 Tribal Land Manager– Print

 Tribal Land Manager– Signature

 Date

LAND USE PLAN

All applicants submitting a land assignment application shall submit in writing a land use plan preferably in a timeline format. If for some reason the plan is not adhered to in the time stated in the plan, the applicant may agree to discuss changes in the plan if asked to do so or request an extension to the plan with agreement of the Land & Resource Committee.

- Land assignment for a homesite- can be up to 1 acre.
- Commercial (Business) assignment- 3 to 5 acres max depending on type of business. Must first obtain a business license through the Business Office.
- Agricultural site – 10 to 15 acres with specific plans on how the property will be irrigated. Public water systems are not allowed for irrigation and may have limits to well capacity.

Land use plan stated below (use a separate sheet if necessary):

In the first 24 months I will have the following completed on my land Assignment:

My plan for water: Community Water System Well Other

I will implement this plan by doing the following: _____

My plan for sewer: _____ Community Sewer System _____ Septic _____ Other

I will implement this plan by doing the following: _____

My plan for Electric: _____ NV Energy _____ Solar _____ Other

I will implement this plan by doing the following: _____

I am requesting an Agricultural Site

I plan to irrigate by: _____ Tribal Irrigation System _____ Other

Explain: _____

I will need to develop access roads to my assignment:

I will implement this plan by doing the following: _____

APPLICANT – Print

APPLICANT – Signature

Date

Pyramid Lake Paiute Tribe

Department Comments and Recommendations

It is the applicant's responsibility to have this form completed and submitted with your application. Failure to do so will result in your application being incomplete and no action will be taken on the application.

Land & Resource Committee

_____ Conflict

_____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

L&RC Chairman

Pyramid Lake Housing Authority

_____ Conflict

_____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

PLHA Director

Pyramid Lake Public Utilities Department

_____ Conflict

_____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

PUD Board Chairman

Pyramid Lake Natural Resource Department

_____ Conflict _____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

Natural Resources Director

Pyramid Lake Roads Department

_____ Conflict _____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

Roads Manager

Pyramid Lake THPO Office

_____ Conflict _____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

THPO Officer

Pyramid Lake Cattlemen's Association

_____ Conflict

_____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

Association President

Pyramid Lake Business Office

_____ Conflict

_____ No Conflict

Comments/Recommendations:

Signature: _____

Date: _____

Business Officer

APPLICANT – Print

APPLICANT – Signature

Date

INSTRUCTIONS

1. The application for land assignment shall be signed by the applicant and the witnesses.
2. Verification of your tribal enrollment and of the successors is required. Page 3.
3. All applications submitted must contain a Land Use Plan.
4. File your application with the Tribal Secretary with attached map and description of desired plot of land. Incomplete applications will be returned to the applicant and delay the process.
5. The application shall be posted at three (3) conspicuous locations on the Pyramid Lake Reservation for not less than twenty (20) days. The designated posting places are as follows:
 - a. The Tribal Administration Building/Lobby – Nixon
 - b. US Post Office – Nixon
 - c. US Post Office – Wadsworth
 - d. Tribal Ranger Station – Sutcliffe
6. Any member of the Pyramid Lake Paiute Tribe wishing to oppose the granting of the assignment shall present in writing their opposition and deliver to the Tribal Secretary within the said posting period.
7. After the required posting period, the application will be reviewed at the next regularly scheduled Land & Resource Committee meeting.