

**CONDITIONAL USE PERMIT
BY AND BETWEEN
THE NAVAJO NATION AND _____**

This Conditional Use Permit ("Permit") is entered into between _____
_____ and the Navajo Nation ("Nation")

WHEREAS _____ is a current Holder of a business site lease
in _____, Navajo Nation, [*New Mexico, Arizona, Utah*]; and

WHEREAS _____ is in [*e.g. need of additional space for the
purpose of expansion of the business*] for purposes set forth in the business site lease between the
Navajo Nation and _____; and

WHEREAS a _____ acre lot located immediately _____ is vacant
and unused; and

WHEREAS this vacant lot is in need of security and maintenance for the develop of the land for
business purposes and to prevent vandalism; and

WHEREAS this _____ acre lot is currently designated as for [*residential, grazing, etc.*]
purposes under the _____ Chapter and has not been withdrawn for business
purposes; and

WHEREAS the _____ Chapter pursuant to Resolution No. _____
_____ supports this Permit as in the best interest of the Nation to allow _____
_____ to [*e.g. expand its business*] onto this lot to increase the number of jobs for the _____
_____ residents and for other surrounding communities; and

WHEREAS the Division of Economic Development ("DED") is currently withdrawing the land for
business purposes and in negotiations with _____ to enter into a
business site lease for this lot, but requires a temporary permit in place until the business site lease is
completed and executed by the Navajo Nation's President.

NOW THEREFORE, the parties under this Permit agree to the following:

1. _____ agrees:
 - a. to use the _____ acre lot only for the purposes of _____
_____; and
 - b. to maintain liability, fire and casualty insurance at all times while occupying the _____
acre lot, up to an aggregate amount of \$1,000,000 with limits of \$300,000 per
occurrence. This Insurance must include the Nation and the United States as additional
insured parties. A copy of the certificates must be provided to the DED prior to entering
on the site; and

- c. to provide security and routine maintenance on the _____ acre lot and will be responsible for any and all costs associated with occupation of this lot, including but not limited to utilities.
2. The Nation agrees:
 - a. [*that no rent will be charged to for use of the _____ acre lot, under this Permit, only, nor assumes rent will not be charged once a business site lease for this lot is obtained*] or
 - a. [*Rent will be charged (BE SPECIFIC, IN ACCORDANCE WITH THE NAVAJO NATION BUSINESS SITE LEASE MANAGEMENT PLAN) rental per (day, month, year, etc.):*]
3. The Term of this Permit shall be for _____ [*days, months or year*] from the date this Permit is signed by the Navajo Nation, however, this term may be extended for another _____ [*days, months or year*], only if _____ is diligently acquiring a business site lease.
4. This Permit may be terminated for any breach of the terms and conditions set forth in this Permit or in the current business site lease by giving a 30 day notice to vacate, from the DED.
5. It is explicitly understood, that the _____ is the primary candidate for a business site lease on this _____ acre lot, however should negotiations fail or lease is not approved the Nation may seek another tenant for the site.
6. This Permit constitutes a complete, final, and fully integrated document, and supersedes any previous agreements, whether written or oral, on this subject matter.
7. The parties agree that this Permit may be specifically enforced through recourse to the Courts of the Navajo Nation, whose laws shall govern the course of dealing between the parties. Any disputes under this Agreement which cannot be informally resolved between the parties may be settled by way of lawsuit in the [*Alamo/Tó'hajilee, Chinle, Crownpoint, Dilkon, Kayenta, Aneth, Ramah, Shiprock, Tuba City or Window Rock*] District Court of the Navajo Nation and may, at the discretion of the District Court, be settled by means of referral to the Peacemaker Court. The parties to such a dispute are to bear their own attorney's fees and costs.
8. Should any term of this Permit be found to be invalid under Navajo Nation law by a Court of the Navajo Nation the remainder of the Agreement will remain in full force and effect, and shall be construed as an entire document without the offending clause.
9. Nothing in this Permit shall constitute a waiver, express or implied, of the sovereignty and/or the sovereign immunity of the Nation.

IN WITNESS THEREOF,

PERMITEE:

[*name*], [*title*]
[*name of business*]

DATE: _____

DIVISION OF ECONOMIC DEVELOPMENT:

[*name*], Division Director

DATE: _____