

# YUROK TRIBE



RESIDENTIAL  
LAND ASSIGNMENT  
ORDINANCE

YTC 10

YUROK TRIBE RESIDENTIAL LAND ASSIGNMENT ORDINANCE

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**YTC 10**  
**YUROK TRIBE RESIDENTIAL LAND ASSIGNMENT ORDINANCE**

**10.01 PURPOSE**

The purpose of this ordinance is to help insure the stability of Yurok Tribal members, their families and their social and economic security by providing for the orderly distribution of land assignments for residential purposes. This ordinance is intended to establish the procedures for assigning parcels of tribal trust or fee land to individual members, to preserve and regulate this tribal resource, and to encourage the timely development and inhabitation of assigned lots by tribal members.

**10.02 AUTHORITY**

- a) This Ordinance to convey land assignments for residential purposes to Yurok Tribal Members within the exterior boundaries of the Yurok Reservation is established by the Yurok Tribal Council under the authority delegated to it by Article IV, Section 5 of the Constitution of the Yurok Tribe, as ratified on November 19, 1993. Article IV, Section 5(a) states in part “...*the Yurok Tribal Council shall have the authority to aet enact legislation, rules and regulations not inconsistent with the Constitution to further the objectives of the Yurok Tribe as reflected in the Preamble to this Constitution, [and to] manage Tribal lands and assets.*” Article IV, Section 5(h) states, in part, “*The Yurok Tribal Council shall have the authority to act on behalf of the Tribe to ... assign and manage all tribal property ...*”
- b) This Residential Land Assignment Ordinance supercedes all former Yurok Tribe and Bureau of Indian Affairs (BIA) land assignment practices and procedures as they relate to lands held in trust for the benefit of the Yurok Tribe. **All assignments of land issued by the BIA shall remain valid, subject to the conditions in the applicable assignments. All current BIA assignments must be reprocessed. Review and management of those assignments shall be the responsibility of the Yurok Tribe.**
- c) Except for land leased to the Yurok Indian Housing Authority, all interests in Tribal trust land on the Reservation shall be granted solely by the Yurok Tribal Council. The Tribal Council shall not recognize as valid any assignment, conveyance and/or other agreement relating to the use of tribal trust land except in accordance with this Title. This Title applies only to land held in fee by the Tribe, or in trust for the Tribe. It does not apply to lands held individually in fee, whether held by a Yurok or non-Yurok person, nor does it apply to any lands held in individual trust by a Yurok or non-Yurok person, for instance, as an allotment. Tribal lands leased to the Housing Authority shall be governed by the terms of that lease.

**10.03 DEFINITIONS**

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

- a) “Assignable land” shall mean tribal trust land available for assignment by the Yurok Tribal Council.
- b) “Competent” shall refer to the ability of an individual to carry out his or her own legal affairs. In order to be held competent, a person must (1) be over the age of 18, and (2) have the mental capacity to understand and carry out personal and business affairs in a responsible manner.
- c) “Domestic use,” in reference to water consumption, shall mean that water used for household purposes or for growing of food for personal consumption.
- d) “Family” means the nuclear family consisting of one or more parents and their minor children, as well as such other adults of the extended family (grandparents, aunts, uncles or cousins) as may live with the nuclear family on a regular and extended basis.
- e) “Marriage” or “married couples” means two people who have been joined together by legal matrimony, common law or “Indian Way.”
- f) “Minor” means a Yurok Tribal Member under the age of eighteen years.
- g) “Residential” refers to a dwelling constructed as a permanent home for a family or extended family unit, and not used solely for commercial purposes, except that the dwelling may contain, for example, a home-office.
- h) “Reservation” shall mean all land, air, and water located within the exterior boundaries of the Yurok Reservation.
- i) “Tribal Council” or “Council” shall mean the duly elected governing body of the Yurok Tribe.
- j) “Tribal Member” shall mean a duly enrolled member of the Yurok Tribe.
- k) “Tribe” shall mean the Yurok Tribe, federally recognized by the United States of America.

**10.04 APPROVAL OF ASSIGNMENTS OF LAND**

Assignments of tribal lands shall be granted solely by the Yurok Tribal Council, after review of applications and recommendation by the Yurok Planning Department or the Yurok Indian Housing Authority, whichever is appropriate in the circumstances. For the purposes of consultation only, the Tribal Council, Planning Department, and/or the Housing Authority may convene an ad hoc committee composed of members of the community in which the land to be assigned is

located. Any such ad hoc committee shall be only for the purposes of information gathering, and shall not be made privy to any confidential information that may be contained in application of land assignments.

#### 10.05 PERSONS ELIGIBLE FOR ASSIGNMENT

There shall be only one assignment per family. Assignments shall be given to a person only if he or she satisfies all of the following:

- (a) Persons enrolled as members of the Tribe.
- (b) Tribal members, male and female, eighteen (18) years of age or older, except as hereinafter provided in Section 10.05(e).
- (c) Members who are legally competent to manage the land and their personal affairs in a successful manner.
- (d) Members who have not already been assigned a tract of tribal land by this or any other Tribe.
- (e) An assignment may be issued for the benefit of a minor child who would be eligible to receive an assignment upon reaching a specified age, but whose parents may have been separated by death or legal divorce, with the result that said minor child is in custody of a non-member Indian having no home of his/her own.

#### 10.06 PROCEDURES FOR APPLYING FOR ASSIGNMENTS OF LAND FOR RESIDENTIAL USE

- a) The Department shall determine which applicant is likely to produce the greatest benefit for the Tribe and Reservation community and provide recommendations as such to the Tribal Council upon the Planning Department's determination that the applicant is eligible for an assignment and the lands sought by the applicant have not already been assigned or otherwise dedicated to other current or future uses, the application shall be considered by the Planning Department. In considering whether to grant or deny the application, the following factors shall be considered:
  - b) Whether the applicant possesses financial resources, or has timely access to financial resources, to make beneficial use of the lands for which the application is made;
  - c) Whether the applicant has a documented history of criminality or illegal drug use, or is likely to harbor or allow criminality or drug use on the assigned land. The Tribe may take into consideration the length of time since the last documented incident, and the applicant's current good standing in the appropriate community. A background check shall be performed for the five years preceding the application and approval of the assignment to confirm or identify any potential background concerns;
  - d) Whether the applicant's proposed use of the land would be in the best interest of the Reservation community, and whether such use would be compatible with or create a nuisance to adjacent properties;
  - e) Whether the applicant has a family or ancestral connection to the parcel;
  - f) When potential assignments are in or near historical village sites and/or areas of cultural concern, development at these sites shall proceed pursuant to policies adopted by the Tribal Council;
  - g) The size of the assignment shall be determined, taking into account the size of the current home sites, water and sanitation, accessibility etc, with a goal of maximizing the beneficial use of available Tribal land. Assignment parcels shall be no more than 1.25 acres; however, the Tribal Council may approve exceptions for assignment permits that were approved prior to January 1, 1988.
  - h) Notwithstanding the above-mentioned considerations, the Tribal Council shall not deny an assignment based on the political or religious affiliations, beliefs, or based on the sex or sexual orientation of the applicant. The Tribal Council shall have the right to make assignments of land subject to this Ordinance to any eligible person whose special needs and circumstances warrant the granting of an assignment. The applicant shall be required to complete all forms and provide all documents necessary to process an assignment

#### 10.07 CERTIFICATE OF ASSIGNMENT – ISSUANCE

Every assignment of tribal land made by the Tribal Council shall be evidenced by a Certificate of Assignment which shall describe the property assigned, list the names of the person(s) to whom the parcel is assigned, the date of the assignment and its duration, any terms and conditions of occupancy, and shall be signed by the Chairperson of the Tribal Council. The Certificate shall be given to the person named in it and a copy shall be kept on file at the Tribal Office.

#### 10.08 CERTIFICATE OF ASSIGNMENT – RECORDS

A complete record of assignments shall be maintained in the Tribal Office of the Yurok Tribe, and shall indicate the status of each parcel of Assignable land. The records shall be open for inspection by members of the Yurok Tribe, with the exception that any enrollment records that may be a part of the application shall remain confidential. The records may be inspected for all other purposes, if specifically authorized by the Tribal Council.

#### 10.09 USE OF PROPERTY

- a) Parcels of tribal trust land assigned to individual members shall be used only as permanent home sites for members and their immediate family.
- b) There shall be only one occupied dwelling unit (house, mobile home, motor home, travel trailer, or recreational vehicle) allowed per assigned lot. This dwelling unit shall be so constructed as to meet all applicable health and safety codes, including, for instance, plumbing, septic and electrical codes.
- c) In no event will any travel trailer, motor home or recreational vehicle be allowed on the premises as a permanent dwelling, nor for any residence for more than three (3) months out of each year, unless it meets all pertinent health and safety codes, including, for instance, plumbing, septic and electrical codes. One such travel trailer, motor home or recreational vehicle may be stored on the site in addition to the primary dwelling unit, but it may not be used as a residence for more than three (3) months out of each year.
- d) All riverfront access routes / areas shall remain under tribal control under whatever rules and regulations the Tribal Council deems necessary.
- e) An assignment may be revoked if any of these conditions are not met.

#### 10.10 INTEREST CONVEYED

An Assignment under this Ordinance is a grant from the Tribe, through the Tribal Council, of permission to use and occupy all or a described portion of a parcel of Tribal land for such purposes, for such time, and under such conditions as set forth in this Ordinance. An Assignment is not a lease. An Assignment does not confer upon the Assignee any vested interests, compensable rights of ownership or title in the Land, or its mineral, timber, or water resources beyond the will of the Tribal Council, as circumscribed herein. An Assignment may be terminated by the Tribe through a resolution duly adopted by the Tribal Council, except as otherwise limited herein. An Assignment may not be leased, rented, assigned, mortgaged, made subject to a lien, placed as collateral or otherwise encumbered in any manner. On all assigned lands, the Tribe expressly reserves the right to grant easements and rights-of-way for public purposes without the consent of the Assignee.

#### 10.12 TITLE TO BUILDING AND OWNERSHIP OF IMPROVEMENTS

Any house, building, structure, or other improvement placed on an assigned lot by any person or entity other than the Yurok Tribe shall be designated as personal property, not real property, and shall not be deemed affixed to the realty. Title to buildings and improvements placed upon the land by the assignee shall rest with the assignee and may be removed or sold by the assignee at any time while the assignment is in effect. If the land shall be relinquished by the assignee or if the Council cancels the assignment, the time limit for the removal of the improvements and other property of the assignee is six (6) months. After that time the title to improvements and other property will attach to the land and may not thereafter be removed except with the written consent of the Council.

- i. The assignee shall obtain the consent of the Tribe prior to constructing any improvements, such as buildings, fences, tanks, paved driveways, concrete foundations or other types of construction.
- ii. All facilities, such as septic tanks, underground water pipes, power poles, fencing, etc., whether constructed by the assignee or the Tribe, shall remain on the premises upon the expiration of said assignment and become part of the real property owned by the Tribe.

#### 10.13 DISPOSITION OF IMPROVEMENTS

It shall be the responsibility of the owner of improvements to arrange for their removal or sale when the assignee, for whatever reason, no longer holds the assignment on which the improvements are located. If said owner fails to arrange for such removal or sale within six (6) months after the assignee moves from the assignment, the improvements may be considered abandoned and the Tribal Council has the right, after appropriate notice to the owner, to seek a declaration of abandonment in the Yurok Tribal Court. In seeking a declaration of abandonment from the Court, the Tribal Council shall follow the procedures established in Section 10.45 of this Ordinance.

#### 10.14 CONSTRUCTION STANDARDS

- a) All dwellings, buildings and home improvements shall be constructed of durable material in a substantial, workmanlike, and presentable manner and shall be constructed in accordance with the current edition of the following codes adopted by the National Conference of Building Officials: the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code and the National Electrical Code, as well as any Yurok Tribal building, health and safety codes.

- b) Assignee(s) shall provide a “Water and Septic System Compliance Certification,” from the Indian Health Service (IHS) and/or from the Yurok Public Utility District (YPUD), to the Tribal Planning Department before installation of a modular unit and/or new home construction.
- c) An assignee may be permitted to install an outhouse or composting type of indoor or outdoor toilet, if assignee can show that the outhouse or toilet will not endanger a water source in any fashion, will not endanger the health of any person, and will meet the environmental, building safety or health standards of any applicable federal or Tribal statutes, ordinances or regulations. In no event will an outdoor toilet be allowed in a community or subdivision in which the housing density is more than one house per acre.
- d) The assignee is obligated to build and maintain in good repair his half of line fences between himself and his neighbor.
- e) Exceptions: In the event an assignee may have a home on assigned land that was built before this ordinance or any Tribal building, health and safety ordinances were passed, and that home does not meet certain of the standards or codes mentioned in this ordinance, the Tribe will work with the assignee, to assist in bringing the home up to those standards or codes, because the Tribe recognizes the difficulty some Tribal members may have in finding funds to perform the necessary improvements. Applications for exceptions will be submitted to the Yurok Tribe Planning Department. The Planning Department will send a written response to the applicant within thirty (30) calendar days, approving or disapproving the application. In case of disapproval, the applicant may apply within fourteen (14) calendar days to the Planning Department for a hearing of the issue. A hearing will be held within thirty (30) calendar days of receipt of a request for a hearing. The Planning Department will make its recommendation to the Tribal Council within thirty (30) calendar days of the hearing. The decision of the Tribal Council will be final.

10.15 MAINTENANCE BY ASSIGNEE

- i. Assignee shall keep all dwellings, buildings, improvements and the premises in good repair;
- ii. Assignee shall keep said lands and premises in an orderly, clean, and healthful condition;
- iii. Assignee shall use said lands and premises in a stewardlike manner to the best advantage;
- iv. Assignee shall commit no waste on said lands;
- v. Assignee shall maintain and preserve the fertility of the soil and permit no overgrazing or deterioration of the land in value or usefulness;
- vi. Assignee shall utilize the assigned land in a careful, economical and conservation-minded manner in accordance with local and accepted soil conservation practices;
- vii. Assignee shall make every effort to keep said land free from noxious weeds and pests;
- viii. Assignee shall not use or permit to be used any part of the premises for any unlawful purposes;
- ix. Assignee shall observe all applicable law and order, health, sanitation, conservation, and other requirements imposed by Tribal Law or by the Federal Government.

10.16 REMOVAL OF NONMERCHANTABLE TIMBER – PERMIT

The assignee may cut and remove dead, downed and unmerchantable green timber and/or trees deemed hazardous to life and properties, provided a “Special Permit” is approved and issued by the Tribal Forestry Department. Submittal of a written request (application) and an authorization to proceed shall be required before the taking (cutting) of any timber.

10.17 MERCHANTABLE TIMBER RESERVED

Green and merchantable timber on any assigned land is reserved from assignment and remains the property of the Yurok Tribe, and is not conveyed to the assignee in any manner. The assignee is not granted permission under this assignment to cut merchantable green timber from the premises except under special permit and as issued by the Yurok Tribe's Natural Resources Department Forestry Division.

- i. Assignee shall grant access to or across the land without interference to any contractor who may hereafter purchase green and merchantable timber from the Tribe; provided that assignee shall be allowed reasonable compensation from the contractor for any damage to his home and/or personal properties.
- ii. If agreement as to the amount of damages cannot be reached between the assignee and the contractor, the Tribal Council shall determine the amount of damages.

10.18 OTHER RESERVATIONS BY TRIBE

The Tribe reserves to itself, and reserves from assignment, all:

- i. mineral rights;
- ii. ceremonial and sacred grounds;
- iii. easements and rights-of-way for roads, water distribution lines, irrigation ditches and canals, power and telephone lines; and

- iv. roads which may hereafter be constructed or maintained for tribal or public purposes.

#### 10.19 CONTROL OF WATER

Water on the land, such as springs, do not become exclusive property of the assignee. The assignee shall have the right to use reasonable amounts of water solely for domestic use, subject to the right of the Tribal Council to restrict such use in the interests of conservation, the health of the aquifer(s) and the welfare of the Reservation community. Under no circumstances shall the assignee be allowed to use a quantity of water greater than the rate at which the aquifer is replenished by either natural or artificial means. The use of water by the assignee shall not give rise to any legal right to water under tribal, federal or state law. The Council reserves the right to adjudicate use of the water to permit its use by the neighbors if sufficient water is available. Water so adjudicated shall be transported through a pipeline buried at least two feet in the ground or in compliance with standard available health regulations.

#### 10.20 LAND AVAILABLE FOR ASSIGNMENT

Only tribal land that is designated by the Tribal Council for residential use shall be used for assignment to tribal members.

#### 10.21 SIZE OF ASSIGNED LOTS

The Tribal Council reserves the right to specify and limit the extent and acreage of areas to be assigned.

#### 10.22 TENURE OF ASSIGNMENT

The holder of an assignment shall be entitled to the use and occupancy of the assignment for a period not to exceed twenty-five (25) years. The assignment shall be automatically renewable for another twenty-five (25) years after the original assignment period expires, provided the assignee is in compliance with this ordinance.

#### 10.23 ASSIGNMENT TO COUPLES

Assignment of tribal property to married couples shall be made only in the name of the person who is a Yurok Tribal Member.

#### 10.24 DISPOSITION OF ASSIGNMENT AT DEATH – DESIGNATED BENEFICIARY

The assignee may designate in writing by will, or by a designation filed with the Yurok Planning Department, one person whom assignee wishes to receive the assignment upon assignee's death; and the reassignment of said land shall be made to such designated person upon the assignee's death, provided that the person designated is eligible, as provided in Sections 10.26 through 10.32, inclusive, of this Title 10, to receive an assignment.

#### 10.25 DISPOSITION OF ASSIGNMENT AT DEATH – NO DESIGNATED BENEFICIARY

In the event of the death of an assignee that has not designated a beneficiary, preference for reassignment shall be given in the following order:

- a) The surviving spouse, if the surviving spouse is eligible to receive an initial assignment.
- b) Surviving children of the assignee, if the surviving children are eligible to receive an initial assignment.
- c) A surviving spouse of the assignee who is ineligible to receive an initial assignment, but who is responsible for the care of otherwise eligible minor children of the deceased assignee, may be granted the assignment pursuant to Section 10.27 of this Title 10, until the youngest otherwise eligible minor child becomes eligible for an assignment.

#### 10.26 DISPOSITION OF ASSIGNMENT AT DEATH – YUROK TRIBAL MEMBER SPOUSE

At the death of a married person who holds an assignment of tribal land, the assignment shall pass directly to the assignee's surviving spouse, providing that the Tribal Council determines that the surviving spouse is a Yurok Tribal member, and meets the requirements for an assignment under this Ordinance, whether the person dies testate or intestate.

#### 10.27 DISPOSITION OF ASSIGNMENT AT DEATH – NON-MEMBER SPOUSE

At the death of a married person who holds an assignment of tribal land. Tribal Council shall review the assignment, and shall have the power to allow the non-member surviving spouse to continue living on the assignment under terms and conditions set by the Tribal Council and consistent with this chapter; to reassign it; or to revoke the assignment. Notwithstanding any other provisions in this Title 10, a non-member surviving spouse shall be allowed to continue to use the assignment for the benefit of the couple's minor children who are members of the Yurok Tribe.

#### 10.28 DISPOSITION OF ASSIGNMENT AT DEATH – REMARRIAGE OF NON-MEMBER SPOUSE

If a non-member surviving spouse who has been allowed to continue using an assignment remarries, and his or her new spouse is also a non-member, the couple shall not be allowed to continue using the assignment. However, in such a case, a remarried non-member surviving spouse with surviving minor children who are members of the Yurok Tribe shall be allowed to continue to use the assignment for the benefit of said minor children, until the children reach the age of majority. Said assignment for the benefit of minor children shall be subject to annual review.

#### 10.29 DISPOSITION OF ASSIGNMENT AT DEATH – SURVIVING CHILDREN

If a member who holds an assignment dies leaving no spouse, the assignment may be inherited by one of his or her surviving children or grandchildren, providing that they are members of the Yurok Tribe, and are otherwise eligible to hold an assignment under this chapter. The specific child who is to receive the assignment may be designated in the person's will or by written request to the Tribal Council. If the member holding the assignment fails to designate one of his or her children or grandchildren to inherit it, or if the designated person is ineligible to hold an assignment, the eligible children or grandchildren may decide among themselves which of them is to receive the assignment. In case of dispute or inability of the eligible children or grandchildren to decide, the Tribal Council shall decide which, if any, eligible child or grandchild shall receive the assignment. If the surviving child, or children or grandchildren are minors, and members of the Yurok Tribe, the Tribal Council shall allow the minor's guardian to use the assignment for the benefit of the children or grandchildren until one or more of the children are or grandchildren eligible to receive an assignment.

#### 10.30 DISPOSITION OF ASSIGNMENT AT DEATH – NAME DURING USE

In any case where a non-member surviving spouse or a minor's guardian is allowed to use the assignment, during such use the assignment shall continue in the name of the deceased member spouse, or an eligible surviving child or grandchild, whichever is appropriate.

#### 10.31 DISPOSITION OF ASSIGNMENT AT DEATH – NO SURVIVORS

If the person holding the assignment dies leaving no surviving spouse and no child who is a member of the Yurok Tribe, the assignment shall automatically revert to the Tribe unless there is a will or notarized letter from the assignee designating a beneficiary who is otherwise eligible to receive an assignment under this Ordinance.

#### 10.32 DISPOSITION OF ASSIGNMENT AT DEATH – UNMARRIED COUPLE

At the death of one of the parties of an unmarried couple who holds an assignment, the surviving tribal member of the couple shall be considered as the "surviving spouse," for the purpose of this section, provided that the couple shall have cohabited for at least one year preceding the date of death, that the survivor has resided on the assignment with the deceased as a domestic partner, and that the survivor is eligible for an assignment under this Ordinance.

#### 10.33 DISPOSITION OF ASSIGNMENT ON DIVORCE – TRIBAL MEMBER SPOUSE

If a married couple holding an assignment of tribal land divorce, and both spouses are members of the Yurok Tribe, the spouse having custody of the couple's minor children shall have the right to continue holding the assignment. If the couple has no minor children, the spouses may decide between themselves which spouse shall continue holding the assignment and shall so notify the Tribal Council in writing. If the spouses do not decide, the Tribal Court shall decide which, if either, spouse shall continue to hold the assignment.

#### 10.34 DISPOSITION OF ASSIGNMENT ON DIVORCE – NON-MEMBER SPOUSE

If the spouse having custody of the couple's minor children is not a member of the Yurok Tribe, Tribal Council shall review the assignment. The Tribal Council shall have the power to revoke the assignment, reassign it, or allow the non-member spouse with custody to continue living on the assignment under terms and conditions set by the Tribal Council and consistent with this chapter.

#### 10.35 DISPOSITION OF ASSIGNMENT ON DIVORCE – REMARRIAGE OF NON-MEMBER SPOUSE

If the non-member spouse who has been allowed to continue using the assignment remarries, and his or her new spouse is also a non-member, the couple shall not be allowed to continue using the assignment unless the Tribal Council decides to allow a couple with custody of a minor child or children who are members of the Yurok Tribe to continue to use the assignment until the children reach the age of 18.

#### 10.36 DISPOSITION OF ASSIGNMENT ON DIVORCE – NO MEMBER CHILD OR SPOUSE

If the couple has no minor children, a divorced spouse who is not a member of the Yurok Tribe shall not be eligible to continue using the assignment.

#### 10.37 MOVING FROM THE RESERVATION – NOTICE

When a person who holds an assignment moves either temporarily or permanently from the Yurok Reservation, he or she shall notify the appropriate department in writing whether he or she intends to return and the appropriate date of return. If a person holding an assignment notifies the appropriate department that he or she is moving permanently from the reservation, the assignment shall terminate as of the date the person leaves and the appropriate department shall have the right to reassign it. Preference shall be given to eligible Yurok family of the original assignee, in this order: spouse, children, grandchildren, parents, grandparents, siblings, aunts/uncles, former spouse (in the case of divorce). The priority ranking in this Section shall occur outside of and independent from the priority system used for original applicants.

#### 10.38 MOVING FROM THE RESERVATION – FAILURE TO NOTIFY

If a person does not notify the appropriate department, as provided by section 10.38, the appropriate department shall notify the person within (3) months after he or she moves from the reservation that his or her assignment shall be revoked unless the appropriate department receives written notice within thirty days that the person intends to return and reside on the assignment. In the notice to the appropriate department, the person shall indicate the date by which he or she expects to return. If the person fails to respond to the appropriate departments request for notice of intent, or if the person fails to return by the specified date, the assignment shall terminate and the Tribal Council shall have the right to reassign it, pursuant to Section 10.37.

#### 10.39 RELINQUISHMENT OF ASSIGNMENT

A person holding an assignment may relinquish it to the Tribe at any time by signing a written statement to that effect and filing it with the appropriate department. By signing the written statement, a person relinquishes all his or her rights and interest in the assignment and any improvements thereon as of the date specified in the statement or if no date is specified in the statement, 30 days after the statement is received by the appropriate department.

#### 10.40 EXCHANGES AND TRANSFERS OF ASSIGNMENTS – GENERALLY

Except as expressly provided otherwise in this Ordinance, no person shall exchange his or her assignment with another person or transfer his or her assignment to another person without the prior written approval of the Tribal Council.

#### 10.41 EXCHANGES AND TRANSFERS OF ASSIGNMENTS – PROCEDURE FOR REQUEST

Persons wishing to exchange or transfer their assignments shall request permission from the Tribal Council in writing, stating the reason(s) the exchange or transfer is desired. The Tribal Council may grant or deny the request, whichever action it believes to be in the best interest of the Yurok Tribe. If the request for exchange or transfer is approved, new Certificates of Assignments shall be issued in the appropriate names.

#### 10.42 CERTIFICATE OF ASSIGNMENT – REASSIGNMENTS

A new Certificate shall be issued any time an assignment is reassigned, including reassignments which result from death, divorce, moving from the reservation, exchanges or transfer, relinquishment, or revocation.

#### 10.43 REVOCATION OF ASSIGNMENTS

The Tribal Council has the power to revoke any assignment which is being used contrary to the provisions of this chapter. This power is in addition to the power to revoke provided for in other sections of this chapter.

#### 10.44 ASSIGNMENT REVOCATION – VIOLATIONS

Assignments are subject to revocation for violations, including but not limited to, any of the following provisions:

- a) Using premises for unlawful purposes.
- b) Transferring, assigning, or exchanging an assignment, without the approval of the Tribal Council.
- c) Illegally, or without approval of the Tribal Council, granting leases, easements, or rights-of-way.
- d) Removing, without authority from the Tribal Council, fixed improvements that are part of the real property.
- e) Creating a public nuisance, and otherwise allowing conditions to exist which would endanger the safety, health, life or property of another person.
- f) Unauthorized destruction or damage to any land or resources, or any continuing public threat to health or safety.
- g) Non-use of the property beyond the limits established under the Ordinance.
- h) Willfully falsifying an assignment application or other documents used in determining matters before the Yurok Planning Department, or including incorrect information therein, if such inclusion was a deliberate and material misstatement of fact.
- i) Being delinquent more than 90 days in a Tribal Loan Program loan that was for the purposes of improvement on the assigned property, or if improvements on the assigned property have been pledged as collateral without an agreement with that Program, unless arrangements have been made that address any special circumstances.
- j) The assignment has been abandoned, which for the purposes of this Ordinance shall mean the non-use, surrender, relinquishment, or disclaimer of the assigned land, whether voluntary or involuntary, or when it appears that the

assignee has no present intention or means of using the assigned land for the purposes contemplated in the Assignment.

- k) The assignee has not complied with one or more Tribal ordinances, resolutions or customs and practice, or has not complied with federal or state laws.
- l) The assignee is harboring or allowing on the assigned land any person who has been excluded from the Reservation by the Tribe or any law enforcement agency, or who presents a threat to the health, welfare, and safety of the Reservation community.
- m) The Tribal Council may revoke, at its discretion, the assignment of an applicant, if the Council has credible evidence that the assignee is guilty of child, family or elder abuse, or is allowing illegal drug possession, use, distribution, or production on the land. The Tribal Council may then, at its discretion, transfer the assignment to the spouse, following the priorities in Sections 10.24 through 10.35 of this ordinance.
- n) Notwithstanding the above-named considerations, the Tribe will not terminate an assignment solely based on political or religious affiliations, beliefs, or acts of the assignee, or solely based on the sex or sexual orientation of the assignee.

#### 10.45 PROBATIONARY PERIOD

If the circumstances warrant, or if the situation can be resolved by probation, the appropriate department may issue a probation notice to an assignee for violation of this Ordinance. Such a probation notice shall include the terms and conditions that must be adhered to in order to protect the assignment from revocation.

#### 10.46 PROCEDURE FOR REVOCATION OF ASSIGNMENTS

Revocation of tribal land assignments shall be made in the following manner:

- a) Whenever an assignment is subject to being revoked the appropriate department shall so notify the holder of the assignment in writing. The notice shall state the reason for the proposed action and shall inform the person that he or she may, within (30) days, file with the Tribal Council a written request to appear before the Tribal Council and present evidence as to why the assignment should not be revoked. If the appropriate department receives a timely request, it shall notify the person of the date and time he or she is to appear before the Tribal Council.
- b) If the holder of the assignment to be revoked appears before the Tribal Council, the Council shall make its decision within thirty (30) days after the person appears. If the holder of the assignment in question does not request an appearance before the Tribal Council, the Council shall at the next Council meeting or as soon as practicable, decide whether or not to revoke the assignment. The Tribal Council shall notify the holder of the affected assignment of its decision and the reasons for it within thirty (30) days after the decision is made.
- c) A holder of an assignment who is aggrieved by the decision of the Tribal Council to revoke his or her assignment may appeal to the Yurok Tribal Court, which shall have the power to review the Tribal Council's action only to the extent of determining whether the revocation was proper under this chapter.
- d) If the assignment in question is in the name of a minor who is under the care of a guardian or non-member parent, the Tribe shall make reasonable efforts to assist the guardian or non-member parent to come into compliance with this Ordinance.

#### 10.47 VIOLATIONS AND PENALTIES

The penalty for violation of any provision of this Ordinance may include an assessment of an appropriate civil penalty or fine based on the severity of the violation.

- a) A violation of any regulation promulgated under this Ordinance shall be considered a violation of this Ordinance.
- b) The Tribal Council shall have the sole and exclusive power to impose penalties under this section.
- c) The decision to impose a civil penalty or to revoke an assignment rests within the sole discretion of the Tribal Council. The Tribal Council may choose to revoke an assignment, to impose a civil penalty, or to impose both remedies.
- d) The Tribal Council shall notify an assignee before a civil penalty or fine is assessed. The notice shall state the reason for the proposed assessment and shall inform the person that he or she may, within thirty (30) days, file with the Tribal Council a written request to appear before the Tribal Council and contest the penalty. If the Tribal Council receives a timely request, it shall notify the person of the date and time he or she is to appear before the Tribal Council.
- e) For a first offense, the Tribal Council may impose a penalty of \$500. For each violation thereafter, the amount may be increased by \$100 per incident, with a maximum penalty of \$1,000.

- f) Nothing in this Ordinance shall be construed as establishing limitations on further legal action under applicable laws.

#### 10.48 OTHER PENALTIES

Nothing in this Ordinance shall be construed to prohibit or otherwise limit the application of other Tribal and Federal laws to violations of this Ordinance.

#### 10.49 INTERPRETATION

The final interpretation and application of this Ordinance shall rest with the Yurok Tribal Court and any decision of the Tribal Court, pursuant to Section 10.46(c) of this ordinance, shall be final. If a revocation of assignment is upheld, and an eviction is called for, the Tribal Court shall have the authority to implement the eviction.

#### 10.50 NO VESTED RIGHTS IN INDIVIDUAL / NO NON-TRIBAL JURISDICTION

- a) Nothing in this Ordinance shall be construed to establish any non-member rights in any Tribal or Reservation resources, property or assets that may be held for the benefit of the Tribe or any individual member of the Tribe. Nothing in this, Ordinance shall be construed as establishing any individual rights of any Tribal member beyond those recognized by Tribal and Federal law.
- b) Nothing in this Ordinance shall be construed to establish jurisdiction in any department or agency or government that is not recognized by Tribal and Federal law.

#### 10.51 LIMITED WAIVER OF SOVEREIGN IMMUNITY

The Yurok Tribe hereby waives its immunity from suit for the limited purpose of permitting the Yurok Tribal Court or other judicial review body created by the Tribal Council to review the decisions of the Tribal Council to revoke an assignment granted under this Ordinance. This waiver applies only to actions for declaratory and injunctive relief deriving from the decisions of the Tribal Council to revoke an assignment. The Tribe expressly disclaims any intent to waive its immunity from judgments awarding money damages or the recovery of monetary relief. The Tribe does not waive its immunity from suit in any federal or state court for any purpose. The findings and conclusions of the Yurok Tribal Court in actions filed under this Ordinance shall have no preclusive effect, whether res judicata, collateral estoppel or otherwise, in any judicial forum for any purpose.

#### 10.52 SEVERABILITY

If any part of this Ordinance is held to be invalid, the remainder shall continue in full force and effect, to the maximum extent possible.

#### 10.53 EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage by the Tribal Council.

### C \* E \* R \* T \* I \* F \* I \* C \* A \* T \* I \* O \* N

The foregoing YTC 10, titled the YUROK TRIBE RESIDENTIAL LAND ASSIGNMENT ORDINANCE, was passed at a regularly scheduled meeting of the Yurok Tribal Council on April 27, 2000, at which a quorum was present and at which this Ordinance was approved by a vote of 7 For, 0 Opposed, with 0 Abstentions, and amended on November 20, 2002 by accordance with Article 4, Section 5 (j) of the Constitution of the Yurok Tribe.

DATED THIS 20<sup>th</sup> DAY OF November 2002



Susan Masten, Chairperson  
Yurok Tribal Council

ATTEST:

  
Lori Hodge, Recording Secretary  
Yurok Tribal Council