



WHITE EARTH RESERVATION

CHAIRMAN Michael Fairbanks **SECRETARY-TREASURER** Michael LaRoque
DISTRICT I Henry Fox **DISTRICT II** Eugene Sommers **DISTRICT III** Laura Lee Erickson

NOTICE TO TRIBAL MEMBERSHIP

Date: April 17, 2025

From: Laurie York, Executive Director

Re: Land Office – Land Office Code for Land Assignments and updated Land Assignment Agreement

Pursuant to White Earth Reservation Business Committee Resolution 056-25-068, this notice to membership will be posted publicly for 7 days. The proposed Land Assignment Ordinance is currently under consideration by the White Earth Reservation Business Committee for a final vote at the next general meeting.

Attached please find the proposed final draft of Land Office Code called the Land Assignment Ordinance and updated Land Assignment Agreement edited in response to public comments received. You will find both the redlined versions to see the changes to these documents and the clean versions of the Land Office Land Assignment Ordinance and the updated Land Assignment Agreement. Please also find the summary of public comments and the responses to those comments.

Miigwech to everyone who provided public comments! Thank you in advance for your consideration and input.

**WHITE EARTH RESERVATION BUSINESS COMMITTEE
WHITE EARTH BAND OF CHIPPEWA INDIANS**

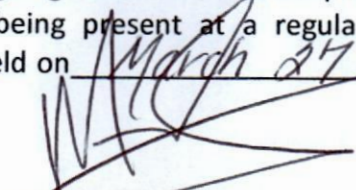
Resolution No. 056-25-068

- WHEREAS,** the White Earth Reservation Business Committee is the duly elected governing body of the White Earth Reservation pursuant to Article VI, Section 1, of the revised constitution of the Minnesota Chippewa Tribe, as amended, and organized under Section 16, of the Act of June 18, 1934 (48 Stat. 984), and
- WHEREAS,** the White Earth Reservation Business Committee (WERBC) is the duly authorized governing body of the White Earth Band, and
- WHEREAS,** the White Earth Land Office ("Land Office") supports tribal members and programs to meet land use goals that will benefit in the long-term and future generations in natural resources, economics, health, and welfare, and
- WHEREAS,** The Land Office established a Land Office policy and procedures pursuant to Resolution No.056-21-070 in 2021 as a trial run prior to creating as code and now the Land offices is ready to publish these policies and procedures as the Land Office Code to regulate tribal land assignments with an updated an attached land assignment agreement, and
- WHEREAS,** the Land Office typically offers homesites and land assignments to tribal members beginning April 1 of each year, and
- WHEREAS,** a process for reviewing codes, laws, and ordinances has been established pursuant to WERBC Resolution No. 0001-16-017A to provide a transparent process for the consideration and approval of Tribal ordinances and code, and
- WHEREAS,** the WERBC determined the proposed Land Office Code is ready to issue public Notice to Tribal membership which shall commence a 15 day public comment period, and
- WHEREAS,** the WERBC shall consider the received comments and provide a public summary of responses no later than 7 days after the public comment period, and
- WHEREAS,** the WERBC shall publicly post the final version of the Code for an additional 7 days before a final vote, now

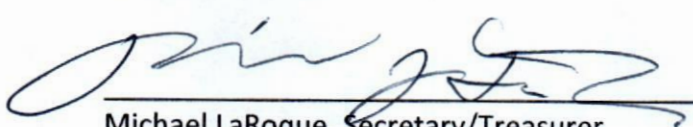
THEREFORE BE IT RESOLVED, that the White Earth Reservation Business Committee hereby accepts and initiates the process of consideration and approval of the Land Office Code with the expediated aforementioned timelines given the importance of not delaying homesite and land assignment eligibility dates to tribal members and given that the code has already been in

trial run since 2021. The WERBC directs the Executive Director to issue public notice immediately to this effect.

We do hereby certify that the foregoing resolution was adopted by a vote of 4 for, 0 against, 0 silent, a quorum being present at a regular meeting of the White Earth Reservation Business Committee held on March 27, 2025 in Mahnomen, Minnesota.



Michael A. Fairbanks, Chairman



Michael LaRoque, Secretary/Treasurer



WHITE EARTH RESERVATION

CHAIRMAN Michael Fairbanks SECRETARY-TREASURER Michael LaRoque

DISTRICT I Henry Fox DISTRICT II Eugene Sommers DISTRICT III Laura Lee Erickson

LAND ASSIGNMENT ORDINANCE PROPOSED LAND CODE

APRIL 2025

SUMMARY OF COMMENTS RECEIVED

Legal received several written comments in person, via email, and through Facebook comments. Some of the comments were not pertinent to the specific provisions of the code and others were.

Some of the comments were questions about whether or not the new code would apply to lake shore lots with several noting that many of these lots are not used year-round. Commenters asked whether or not the Land Office was providing additional land lots and what the whole thing was about. One commenter wanted to know if the proposed code applied to current agreements/leases and whether or not the existing agreements would be subject to the new code. Another commenter remarked on the process to drill wells and test them and suggested that the tribal government should invest in such equipment and processes to avoid relying solely on Indian Health Services for this. One commenter noted that often tribal members do not have the funds or equipment to level and clear the land site or put in a driveway and suggested the tribal government should invest in this rather than buying green wild rice. Another commentor agreed that the tribe's public works department should invest in well and septic operations for members but that the code proposal was to deal with personal property and trashy homesites which are holding up many suitable sites from being assigned to other tribal members. Another commenter liked that personal property is addressed in the agreement once the agreement is cancelled. Another commenter thought the tribal government should invest in helping tribal members prepare land lots. A commenter asked about how to receive help from the tribe to get funding to clear a lot. Another asked if folks could see the written policies before they comment. Many commenters were concerned about the 25 year assignment and thought it should be 50 years or wanted to know how this new code may impact their 50 year assignment or lease. One commenter thought the duration should be for the life of the tribal member.

Another commenter wanted to know whether or not snowbirds would be prevented from getting land assignments for homesites and thought this practice prevents members who live on the Reservation year round from getting sites. Another commenter thought that it was none of the tribal government's business whether or not someone lives at a homesite year-round and it should not matter either way. Several commenters believed there is more land available than the Land Office is allowing for land assignments and that all tribal lands should be open to land assignments. One commenter thought that there should be an appeal process for tribal members who have their assignments cancelled and feel they have been wronged. A few commentors felt



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that 3 month time limit to make improvements on unimproved lots was too short a time frame and expressed concerns for elders and winter months with respect to this timeline. A couple of commenters also wondered about timelines and thought they were too short with respect to members finding funding/loans to make improvements. One commenter thought many tribal members cannot afford building permits. Another commenter expressed concern regarding the 1 unregistered vehicle provision in the code because several members use vehicles for demolition derbies and thought there should be an exception to this rule. One commenter went through each condition on the agreement and made specific comments, many of which were addressed by others. In general that commenter was concerned with overreach of the tribal government, abuse of power, and nickel and diming tribal members. For example, they were concerned that the land office's ability to inspect the premises was a trespass. They commented that several conditions of the agreement contained cancellation threats and that should not occur unless the land is being abused. They suggested that a better practice may be to seek compliance and allow for mediation rather than resorting to cancellations because land assignments are tribal members' birth rights and should not be so easily taken away. Another commenter thought the Land Office should conduct regular site checks by scheduling them in advance and reaching out to Assignees with letters and phone calls. The commenter also thought personal property should be addressed in the code when a cancellation occurs and that the code should clarify that tribal members cannot remove trees and vegetation without prior written approval from the land office. The commenter also agreed that tribal members who damage the land lot or abandon structures should be held accountable for paying for the costs of clean up and restoration but suggested a payment plan for some members and a timeline to pay back such costs.

SUMMARY RESPONSE TO COMMENTS

This land code does not apply to lakeshore lots. The name of the land code has been updated to land assignment ordinance (herein ordinance) to help clarify this. A lakeshore lot code may be considered at a later date but at this time they are regulated under federal regulations.

The ordinance does not address the costs of development or direct public works to create infrastructure for homesite development. Funding opportunities to develop lots or investing in public works is something that WERBC may pursue and tribal members may contact their representatives to express this concern and desire.

Personal property left on the land assignment after 60 days will become part of the land and attach to it such that the Land Office has title to that property.



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It is not clear if the comment asking about seeing policy was referring to this ordinance or the Land Office's internal policies. Internal office policies are not subject to public comment like tribal codes are. This ordinance is subject to public comment.

The ordinance has been clarified that land assignments are for 25 year periods and may be renewed continuously until the death of the Assignee. The 25 year period helps ensure tribal members keep their information current with the land office and that tribal members are in compliance with the law. Land leases are not the same as assignments and land leases may be for a longer period of time to assist members in securing funding such as loans. This has been clarified in the code to help alleviate the confusion.

The ordinance will make clear that land assignments should be year-round occupancy intended for primary residence. This has been the case for land assignments for many years.

The ordinance has been modified to include a process for appeal on all final decisions by the Land Office in tribal court. Tribal members cannot request WERBC assistance until after they have exhausted tribal court remedies. This helps ensure a fair process for members. WERBC retains authority to grant special waivers to the code.

The ordinance and the agreement provide timelines but any of those timelines can be changed upon request by the assignee for good cause at any point prior to the expiration of the timeline. If a tribal member feels they were unfairly denied an extension to a timeline, they have the right to appeal in tribal court (see above paragraph). The Land Office ordinarily does not grant land assignment during the winter months because of the timelines and impossibility of developing land lots during the winter season. The season to issue land assignments is generally from April 1 – November 1 each year.

Building permits issued by the land office to tribal members are free.

The ordinance has been modified to provide for written exceptions to the unregistered vehicle provision to allow for demo derbies or other reasons for exceptions to this requirement.

Land assignments are tribal members' birthright but any rights to property are always relational and no right is so absolute so as to diminish another's right thus tribal members' right to have a land assignment cannot be unfettered without checks and balances. The land belongs to all of the tribal members now and in the future and must be taken care of for the future generations. There must be regulations to ensure that the land is not abused at the cost of our future. These regulations are a response to the very real condition that there are some who are harming their land assignment, our tribal lands, and abusing their birthright –either be it through direct action or neglect.



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The Land Office must perform compliance checks and inspect the land assignments to ensure that applicable laws and regulations are being followed and Assignees are in compliance. The Land Office does not enter homes to perform these checks and will only show up during reasonable hours. The Tribe owns the land and therefore has the ability to check on the status of it. The Land Office typically posts notice that compliance checks are occurring in the Anishinaabeg Today to give all Assignees prior notice.

There is not a mediation provision but the ordinance has been modified regarding cancellations. Prior to cancellation, the Land Office will first notify the Assignee of their violation(s) and provide them the opportunity to fix those. If this does not occur, then the Land Office may cancel their assignment. The Assignee can appeal this decision in tribal court.

Land assignment checks by the Land Office and their processes are addressed in the ordinance.

The ordinance has been modified to make clear that trees and other vegetation cannot be removed without prior written approval.

The ordinance has been modified that tribal members who damage their land lot or abandon structures are responsible for paying the costs of clean up and restoration in full. The Land Office has a policy in place to set up payment plans for members who cannot pay in full. The ordinance does not provide a timeline in which Assignees must pay back costs because this depends on the circumstances but does provide that tribal members are ineligible for future assignments until they have paid the costs in full or set up a payment plan.

Miigwech to everyone who commented!

WHITE EARTH BAND OF OJIBWE
LAND OFFICE
POLICIES AND PROCEDURES LAND ASSIGNMENT
ORDINANCE

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RESOLUTION
WHITE EARTH RESERVATION BUSINESS COMMITTEE
WHITE EARTH BAND OF CHIPPEWA INDIANS

Resolution No. 056-25-077

WHEREAS, the White Earth Reservation Business Committee is the duly elected governing body of the White Earth Reservation pursuant to Article VI, Section 1, of the revised constitution of the Minnesota Chippewa Tribe, as amended, and organized under Section 16, of the Act of June 18, 1934 (48 Stat. 984), and

WHEREAS, the White Earth Reservation Business Committee is the duly authorized governing body of the White Earth Band, and

WHEREAS, the White Earth Land Office (“Land Office”) supports tribal members and programs to meet land use goals that will benefit in the long-term and future generations in natural resources, economics, health, and welfare, and

WHEREAS, the Land Office has created and posted a Land Assignment Ordinance in compliance with the aforementioned constitution of the Minnesota Chippewa Tribe and the Minnesota Chippewa Tribe Land Ordinance #3 for public comment, received and responded to comments pursuant to Resolution 056-25-068, and

WHEREAS, the Land Office submits the final draft of the White Earth Band of Ojibwe Land Assignment Ordinance for the approval by the White Earth Reservation Business Committee, and

THEREFORE BE IT RESOLVED, that the White Earth Reservation Business Committee hereby adopts the White Earth Band of Ojibwe Land Assignment Ordinance to regulate land assignments on all tribal lands, and the White Earth Band Of Ojibwe Land Assignment Ordinance be enacted April 25, 2025.

We do hereby certify that the foregoing resolution was adopted by a vote of for, against, silent, a quorum being present at a regular meeting of the White Earth Reservation Business Committee held on , 2025 in , Minnesota.

Michael A. Fairbanks, Chairman

Michael LaRoque, Secretary/Treasurer

CHAPTER 1: GENERAL PROVISIONS

§1.01 Short Title

This ~~Ordinance~~Code shall be called the “White Earth ~~Land Office Code~~Land Assignment Ordinance,” herein “Ordinance.””

§1.02 Purpose

The purpose of this title is to facilitate the efficient management of tribal lands while preserving, promoting, and enhancing quality of life. This ~~policy~~Ordinance shall be liberally construed and applied to carry out its purposes and intent.

§1.03 Applicability and Scope of Title

These ~~regulations-provisions~~ shall apply to all Land Assignments of White Earth Tribal Lands. To the extent any provisions of this ordinance are in conflict with other provisions of White Earth Tribal Laws, the provisions contained herein shall control.

This Ordinance applies retroactively to all land assignment agreements currently in effect and modifies any conflicting provisions contained therein. This Ordinance does not void any prior Court Order made in reliance on the former version(s) of this Ordinance or the updated version of the land assignment agreement.

§1.04 Authority

This ~~Ordinance~~Policy is enacted pursuant to the inherent sovereign authority of the White Earth Band of Minnesota Chippewa Tribe, as recognized under Section 16 of the Indian Reorganization Act, 25 U.S.C.; Article VI of the Revised Constitution of the Minnesota Chippewa Tribe; and under the common law of the United States of America.

§1.05 Jurisdiction

The White Earth Tribal Court shall exercise exclusive jurisdiction over all matters with respect to this ~~Ordinance~~Code ~~which arise within the exterior boundaries of the White Earth Reservation and all other lands owned by the White Earth Nation and involve any person or entity entering into consensual transactions with the White Earth Nation and any of its governmental agencies.~~

§1.06 Effective Date

This Ordinance shall take effect immediately upon approval by the White Earth Reservation Business Committee.

§1.076 General Definitions

1. The following terms shall have the meaning provided within this Ordinance Policy.
~~Additional definitions may be found under each Chapter.~~

- a. Abandoned: a land assignment left empty, uninhabited, shows no obvious signs of human inhabitation, or effort to improve a land assignment during inspections performed by the Land Office.
- b. Adult: a person eighteen (18) years of age or older.
- c. Assignee: Individual(s) with a Land Assignment duly adopted by the White Earth Reservation Business Committee by Resolution.
- d. Cancellation: Action taken by the White Earth Land Office or White Earth Reservation Business Committee to end a Land Assignment.
- e. Diligent Search: a serious attempt to locate an Assignee that includes but is not limited to contacting known family members or emergency contact(s) on files, checking local obituaries, and checking the county inmate lists within or border the Reservation, and inmate lists for the state and federal systems.
- a.f. Dwelling: any building or structure appropriate and safe for residential year-round use which is occupied, designed, or intended for occupancy as living quarters by one or more persons.
- ~~b.g.~~ Elder: a person who is the age of fifty-five (55) years or older.
- h. Emancipated Minor: a person less than 18 years of age who is married or who is determined by a court of competent jurisdiction to be legally able to care for himself or herself.
- i. Fixed Improvements: improvements that are attached to the land, including but not limited to water and sewage systems, trees, shrubs.
- j. Good Cause: determined by the Land Office on a case-by-case evaluation where an objective and reasonable view of the surrounding facts and circumstances would justify a delay.
- k. Homesite: area identified by a legal description that is designated for residential use by the Assignee(s).
- l. Improved site: a site that has been developed as evidenced by improvements such as water and sewer, electricity, or other utilities, clearing for building or apparent efforts to ready the site for building.
- e.m. Improvement: an addition to the land that enhances the value of the site. Improvements include but are not limited to a house, garage, structure, fence, tanks, driveway, road, concrete foundations, or other types of permitted construction.
- ~~d.~~ Indian: Any person who is a member of or is eligible for membership with a federally recognized tribe, band or community, or Alaska Natives, or a person considered by the community to be Indian.

- n. Land Assignment: means the granting of a limited right to occupy or use land for residential or community purposes only, and are limited to Tribal members, Tribal Groups, Tribal Associations, and Tribal entities.
- o. Land Office: White Earth Band of Ojibwe Land Office.
- e.p. Lease: refers to a residential lease which is similar to a land assignment but with a separate agreement and recorded with the Bureau of Indian Affairs often for the purpose of obtaining financing for improvements.
- q. Minor: individual who is less than eighteen (18) years of age.
- r. Notice of Non-compliance: a letter or other announcement notifying the Assignee of noncompliance with the Land Assignment, this Ordinance, or other applicable laws, regulations, or tribal custom.
- f.s. Non-fixed improvements: improvements that are personal property and have not attached to the land including but not limited to structures such as homes, garages, sheds, and outbuildings.
- g. Occupant: Someone who lives at a particular place for a prolonged period.
- h. Private Nuisance: interference with a person's use or quiet enjoyment of their property.
- t. Public Nuisance: an interference with the health, morals, safety, comfort, convenience, or welfare of a community or person.
- u. Primary Residence: where the assignee lives and establishes their legal dwelling, must occur within six (6) months of a land assignment unless an extension is requested by the assignee and approved by the land office.
- v. Private Nuisance: interference with a person's use or quiet enjoyment of their property.
- i.w. Relinquishment: act by an assignee to voluntarily give up or release a Land Assignment.
- x. Reservation: The land reserved to the White Earth Band of Ojibwe as recognized under the 1867 Treaty of Washington between the Mississippi Band of Chippewa Indians and the United States, 16 Stat. 719, including all lands which are now or in the future located within the exterior boundaries of the aforementioned treaty; any and all land held in trust for the Tribe by the United States; and all other considered "Indian Country" as defined by 18 U.S.C. §1151 that is associated with the Tribe.*
- y. Site: the parcel covered in the land assignment agreement and assigned to the Assignee.
- j-z. Tribe: Refers to the White Earth Band of Ojibwe in this Ordinance.
- k-aa. Tribal Court: The Tribal Court of the White Earth Band of Ojibwe.
- bb. Tribal Land: any land or interests in land owned by the White Earth Band of the Minnesota Chippewa Tribe, title to which is held in trust by the United States or is subject to a restriction against alienation under the laws of the United States; any

land owned in fee by the White Earth Band of the Minnesota Chippewa Tribe; any land or interests in land managed by White Earth Band of the Minnesota Chippewa Tribe pursuant to revised Land Ordinance No. 3.

cc. Tribal member: shall refer to White Earth Band of Ojibwe enrolled member as used in this Ordinance. If a person is enrolled in another tribe, it will be specified.

1.dd. Unimproved site: a site that has not been developed as evidenced by no installed water and sewer, no structures installed, no clearing, and no appearance of any effort to make the site ready for occupancy.

ee. White Earth Reservation Business Committee: the governing body of the White Earth Band of the Minnesota Chippewa Tribe, also known as the White Earth Reservation Tribal Council. The White Earth Business Committee may also be referred to as ~~White Earth~~WE-RBC or RBC.

§1.087 General Provisions

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

§1.098 Severability

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

§1.1009 No Waiver of Sovereign Immunity

The sovereign immunity of the White Earth Band and any elected Reservation Tribal Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official's powers of any such office, in any action filed in the Tribal Court with respect thereto, may only be waived by a formal written Resolution of the White Earth Tribal Council. All waivers shall be unequivocally expressed in such resolution. No waiver of the Band's sovereign immunity from suit may be implied from any action or document. Waivers of sovereign immunity shall not be general but shall be specific and limited as to the jurisdiction or forum within which an action may be heard, the duration, action, and property or funds, if any, of the Band or any agency, subdivision or governmental or commercial entity of the Band subject thereto. No express waiver of sovereign immunity by written resolution of the Reservation tribal Council shall be

deemed a consent to the levy of any judgement, lien, or attachment upon property of the Band or any agency, subdivision or governmental or commercial entity of the Band other than property specifically pledged or assigned therein.

§1.11 Special White Earth Reservation Business Committee Waiver

The WERBC reserves the right to provide exceptions via written waiver to this ordinance after judicial remedies are first exhausted. When judicial remedies are otherwise unavailable, the WERBC may provide a written waiver without first requiring tribal court exhaustion.

CHAPTER 2: LAND ASSIGNMENTS

§2.01 Purpose

This chapter is established to govern the use of Land Assignments by the White Earth ~~Band of Ojibwe~~Land Office for establishing homesites for use and development by individuals.

§2.02 Interest Conveyed

1. A Land Assignment is a possessory interest. A Land Assignment is a grant of permission by the White Earth Reservation Business Committee to use and occupy a described portion or parcel of Tribal land for such purposes, for such time, and under such conditions as set forth in the Land Assignment Agreement and as outlined in this OrdinanceCode.
2. A Land Assignment is not a lease. A Land Assignment does not confer any vested interests, compensable rights of ownership or title in the Land, or its mineral, timber, or water resources beyond the will of the White Earth Reservation Business Committee, as circumscribed herein. A residential lease is possible for tribal members who need financing. Residential leases are not covered by this Ordinance.
3. A Land Assignment may not be leased, rented, assigned, transferred, mortgaged, made subject to a lien, placed as collateral, or otherwise encumbered in any manner.
4. The Tribe expressly reserves the right to grant easements and rights-of-way and enter into other agreements for use and ingress and egress across lands with a Land Assignment without the consent of the Assignee.

§2.03 Definitions

- ~~1. The following terms shall have the meaning provided in this Chapter.~~
 - ~~a. Abandoned Site: a site left empty or uninhabited, without intention to return. The site has been visibly damaged beyond reasonable repair, and no human inhabitation is obvious.~~

- ~~b. Assignee: Individual(s) with a Land Assignment duly adopted by the White Earth Reservation Business Committee by Resolution.~~
- ~~c. Cancellation: Action taken by the White Earth Land Office or White Earth Reservation Business Committee to end a Land Assignment.~~
- ~~d. Fixed Improvements: improvements that are attached to the land, including but not limited to water and sewage systems, trees, shrubs.~~
- ~~e. Homesite: area identified by a legal description that is designated for use by the Assignee(s).~~
- ~~f. Improved site: a site that has been developed as evidenced by improvements such as water and sewer, electricity, or other utilities, clearing for building or apparent efforts to ready the site for building.~~
- ~~g. Improvement: an addition to the land that enhances the value of the site. Improvements include but are not limited to a house, garage, structure, fence, tanks, driveway, road, concrete foundations, or other types of construction.~~
- ~~h. Land Assignment: means the granting of a limited right to occupy or use land for residential or community purposes only, and are limited to Tribal members, Tribal Groups, Tribal Associations, and Tribal entities.~~
- ~~i. Life Estate: an interest in property held for only the duration of a designated person's life.~~
- ~~j. Notice of Non-compliance: a letter or other announcement notifying the Assignee of noncompliance with the Land Assignment, this Code, or other applicable laws, regulations, or tribal custom.~~
- ~~k. Non-fixed improvements: improvements that are personal property and have not attached to the land including but not limited to structures such as homes, garages, sheds, and outbuildings.~~
- ~~l. Relinquishment: act by an assignee to voluntarily give up or release a Land Assignment.~~
- ~~m. Unimproved site: a site that has not been developed as evidenced by no installed water and sewer, no structures installed, no clearing, and no appearance of any effort to make the site ready for living.~~

§2.04 Application

Applications to apply for a Land Assignment may be obtained from the White Earth Land Office.

§2.05 Approval and Acceptance

1. Land Assignments are effective upon approval by the White Earth Reservation Business Committee by Resolution.

2. If the assignment has not been signed by the Assignee within thirty (30) days of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without any further notice to the Assignee.
3. If no improvements are made to the improved site within thirty (30) days of RBC approval, the Land ~~Assignment~~ Office may consider the Land Assignment rejected by the Assignee and may be cancelled without further notice to the Assignee.
4. If no improvements are made to an unimproved site within three (3) months of RBC approval, the Land ~~Assignment~~ Office may consider the Land Assignment rejected by the Assignee and may be cancelled without further notice to the Assignee.-

§2.06 Extensions to Timelines for Good Cause

Extensions to any timelines contained herein may be granted by the Land Office for good cause upon request of Assignee. When the Land Office makes a finding of lack of good cause, the Land Office will provide the basis for their determination in writing to the Assignee. The Land Office may request documentation to verify good cause and failure to provide the requested documentation may result in a finding of lack of good cause. If the Land Office makes a finding of good cause the Assignee will be notified and given an extended timeline that is reasonable given the circumstances.

§2.076 Responsibilities ~~and Best Practices~~ of Assignees

1. The White Earth Land Office has established best practices for Assignees agree to certain responsibilities developed by the White Earth Land Office in order to protect lands for current and future generations and must:-
 - a. Establish their land assignment as their primary residence with one residential dwelling and such related structures;
 - ~~a.b.~~ Keep a valid mailing address and telephone number on record with the White Earth Land Office;
 - ~~b.c.~~ Keep an updated emergency contact on record with the White Earth Land Office;
 - ~~e.d.~~ Respond to correspondence from the White Earth Land Office within timelines requested or otherwise in a timely manner;
 - ~~d.e.~~ Keep all dwellings, buildings, improvements, and the premises in good repair. Failure to do so will result in ineligibility for future land assignments until costs associated with clean up or repair are paid in full to the Land Office ;
 - f. Keep lands and premises in an orderly, clean and healthful condition; ~~and~~
 - ~~e.g.~~ Have no more than one (1) unregistered vehicle on the property unless located within an enclosed building, provided that such vehicle(s) does not pose a threat

to public health or safety, community appearance, economic development, or property values. More than one unregistered vehicle may be allowed if the Assignee has prior written permission from the Land Office;

- h. Use lands and premises in a steward like manner including obtaining a building permit and any other required permits or prior written approval before preparing land for improvements or removing trees or any natural vegetation; and
- f.i. Request a modification to their original land assignment to either add additional occupants or to accept responsibility for any additional occupants on the land assignment to the extent permitted by federal or tribal law;

§2.07 Cancellations Provisions

1. Land Assignments may be cancelled by the Land Office for:
 - a. Failure to comply with the terms of the Land Assignments;
 - b. Failure to comply with the laws, regulations, policies, customs, or practice of the White Earth Band of Ojibwe;
 - c. Failure to comply with applicable federal laws and regulations;
 - d. Using or permitting the use of any part of the premises of any unlawful purpose;
 - e. Transferring, assigning, renting, or exchanging the Land Assignment without prior written approval from the Land Office;
 - f. Granting leases, easements, rights-of-way, or entering other contracts involving the use and management of the land without written approval;
 - g. Creating a public nuisance, and otherwise allowing conditions to exist which would endanger the safety, health, life or property of another person;
 - h. Unauthorized destruction or damage to any land or resources;
 - i. Non-use of the property beyond the limits established in law or in the Land Assignment;
 - j. Willfully falsifying documents used in determining matters before the Tribe, or including incorrect information therein, if such inclusion was a deliberate and material misstatement of fact;
 - k. Willfully providing false or misleading information to the Land Office;
 - l. Abandoning the site; and

- m. Removing fixed improvements from the site.
- 2. A land assignment will not be cancelled 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.

§2.08 Procedures for Cancellation

1. Cancellation by Rejection: The Land Office may determine the Assignee has rejected a Land Assignment Agreement and will reassign the site without further notice to the proposed Assignee. The Land Office may determine a cancellation by rejection when there is no finding of good cause for an extension and:
 - a. The assignment has not been signed by the Assignee within thirty (30) days of RBC approval; or
 - b. No improvements are made to the improved site within thirty (30) days of RBC approval; or
 - c. No improvements are made to an unimproved site within three (3) months of RBC approval.
2. Cancellation by Noncompliance: If Land Office determines there is violation to a term in Land Assignment Agreement and/or the Land Assignment Ordinance, the Land Office shall issue a Notice of Noncompliance to the Assignee and provide the Assignee a reasonable opportunity to cure the violation.
 - a. Notice of Noncompliance must contain the violation(s) identified and a reasonable timeline to correct the violation(s) based upon the nature and circumstances of the violation.
 - b. The preferred method of service for the Notice of Noncompliance is personal service. The Land Office shall attempt personal service by conducting a diligent search. The Land Office may post the Notice of Noncompliance on a structure in a conspicuous place if possible. All attempts to locate the Assignee and personally serve shall be documented in the file.
 - i. If personal service is otherwise impractical, the Land Office will serve the Notice of Noncompliance by mail to the address on file. In the case of serious or repeat violations, the Land Office will serve Notice of Noncompliance by certified mail.
 - ii. If the Notice cannot be delivered by regular or certified mail, the Land Office will serve the Notice of Noncompliance in the local newspaper.
 - c. If the violation(s) is not cured when the timeline to cure a violation expires, the Assignee has not requested an extension, and the Assignee has been notified

pursuant to the above methods of notice, the Land Office may cancel the Land Assignment Agreement for Noncompliance.

- d. Multiple violations and Notices of Noncompliance during the term of the Land Assignment Agreement may result in a cancellation. The Land Office shall make this determination on a case-by-case basis.

3. Cancellation by Death: Upon the death of the Assignee where the Decedent is the only named individual on the Land Assignment, the Land Assignment is cancelled.

- a. Upon the death of the Assignee who was married to a nonmember at the time of their passing the Land Assignment will be re-evaluated with heirs given first consideration.
- b. If there is an action for probate, the Land Office shall not reassign the land assignment until the conclusion of the probate action.

4. Cancellation by Abandonment: The Land Office may cancel a land assignment if it determines the land assignment has been abandoned.

- a. The Land Office must conduct at least three (3) inspections each at least two (2) weeks apart and document the results in the file prior to making such a determination of abandonment.
- b. When the Land Office determines the land assignment is abandoned, the Land Office shall attempt to reach the Assignee by conducting a diligent search.
 - i. If the Land Office finds the Assignee the Land Office shall issue a Notice of Noncompliance and provide the Assignee reasonable time to correct.
 - ii. If the Land Office is unable to locate the Assignee the Land Office shall post notice in the local newspaper of the cancellation. Upon the expiration of the newspaper listing (i.e. when the next issue is posted) the land assignment shall be cancelled by the Land Office and reassigned without further notice to the Assignee.

5. Non-fixed Improvements after Cancellation: The Assignee shall have sixty (60) days to remove any non-fixed improvements and other personal property from the site from the date of cancellation. At the end of the 60 days, title to any improvements and other personal property attach to the land and become property of the White Earth Band of Ojibwe and may not thereafter be removed except with the written consent of the White Earth RBC. Upon showing a good cause, the removal timeline may be extended to prevent undue hardship.

4-6.Costs associated with Cancellations: If the land assignment site is found to be abandoned or damaged by the Assignee's or the conduct of their guests' or family's actions or inactions such as but not limited to dilapidated structures, other personal property, waste, debris, garbage, junk or other refuse the Assignee or Assignee's heirs shall be charged for

the full cost to cleanup a land assignment and remain ineligible for any land assignment until the costs have been paid in full. The Land Office may enter payment plans with individuals depending upon the circumstances.

§2.10 Assignee's Right to Appeal Final Decisions of the Land Office

1. Cancellations: The Assignee has the right to appeal the Land Office's cancellations by initiating a filing in Tribal Court within 14 calendar days. Failure to initiate a proceeding forfeits this right and the cancellation shall be final.

a. Only after Tribal Court remedies are exhausted may an Assignee reach out to the WERBC for resolution.

2. Lack of Good Cause: The Assignee has the right to appeal the Land Office's decision to deny a timeline extension for lack of good cause by filing a written complaint to the White Earth Reservation Executive Director within three (3) business days.

§2.1008 Modifications

1. Land Assignments may be modified by mutual agreement of the Pparties upon approval of the WERBC by Resolution.
2. Land Assignments may be modified to address corrections to legal descriptions or clerical errors by Resolution and~~after~~ providing~~ing~~ notice to the Assignee.

§2.1109 Relinquishment of Land Assignment

1. An Assignee may relinquish their Land Assignment by completing and filing a Relinquishment form with the Land Office.
2. By signing the Relinquishment Form, a person relinquishes all rights and interests in their Land Assignment and any improvements thereon as of the date specified in the Relinquishment Form, or if no date is specified, then thirty (30) days after the filing with the Land Office.
3. Relinquishment will not release the Assignee from any obligations including damages, the costs of repairs or clean up, fines, or other actions arising from land assignment agreement.

§2.10 Cancellation

- ~~2. Cancellation of any Land Assignment is at the sole discretion of the White Earth Reservation Business Committee. Nothing in this Code shall be interpreted to provide~~

~~judicial review of the determination of the White Earth Reservation Business Committee to cancel a land assignment.~~

- ~~3. A land assignment will not be cancelled 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.~~
- ~~4. A land assignment may be cancelled for failure to:~~
 - ~~a. Comply with the terms of the Land Assignment;~~
 - ~~b. Comply with §2.07 Land Assignment Provisions; or~~
 - ~~c. Comply with applicable laws, regulations, and tribal custom.~~
- ~~5. The Land Office will issue a:~~
 - ~~a. Notice of Noncompliance with the violation(s) identified and a reasonable timeline to correct the violation(s) based upon the nature and circumstances of the violation; or~~
 - ~~b. Notice of Cancellation with the violation(s) identified.~~
- ~~6. The Land Office shall attempt to service the Notice by certified mail to the address on file. Other methods of notice are to be attempted and documented by the Land Office if the Assignee has neglected to keep a current address on file. Methods of notice may include, posting on the dwelling, contacting and emergency contact, posting a request for contact in the community or in the local newspaper, and reaching out to the local community. All attempts to contact the Assignee upon issuing a Notice of Noncompliance or Notice of Cancellation must be documented.~~
- ~~7. The Land Office may grant the Assignee extension of time to correct the violation(s) upon a showing of good cause including efforts in good faith to correct the violation(s).~~
- ~~8. The Assignee shall have sixty (60) days to remove any non-fixed improvements and other personal property from the site from the date of cancellation. At the end of the 60 days, title to improvements and other personal property attach to the land and may not thereafter be removed except with the written consent of the White Earth RBC. Upon showing a good cause, the removal timeline may be extended to prevent undue hardship.~~
- ~~9. Upon the death of the Assignee where the Decedent is the only named individual on the Land Assignment, the Land Assignment is cancelled. Upon the death of the Assignee who was married to a nonmember at the time of their passing the Land Assignment will be re-evaluated with heirs given first consideration. The heirs may be granted a life estate at the discretion of the White Earth RBC. Any lawful owner of personal property on a homesite of a Descendent shall be given first priority consideration for obtaining the Land Assignment so long as the individual is otherwise eligible and complies with the application process.~~

§2.12+ Improvements and Personal Property

1. Homes and structures such as garages, outbuildings, and sheds placed upon the land by the Assignee are considered personal property or a non-fixed improvement. Title to non-fixed improvements remain with the Assignee. Non-fixed improvements may be removed or sold at any time while the Land Assignment is in effect. Upon removal the land shall be returned to the same good condition as before the improvement was placed on it.
2. Water and sewage systems, trees, shrubs, placed or installed on the land are considered fixed improvements. Fixed improvements attach to the land and shall remain unless removal is authorized in writing -by the Land Office, the White Earth Division of Natural Resources, or the ~~or White Earth~~ WE-RBC.

WHITE EARTH BAND OF OJIBWE LAND ASSIGNMENT ORDINANCE

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RESOLUTION
WHITE EARTH RESERVATION BUSINESS COMMITTEE
WHITE EARTH BAND OF CHIPPEWA INDIANS

Resolution No. 056-25-077

WHEREAS, the White Earth Reservation Business Committee is the duly elected governing body of the White Earth Reservation pursuant to Article VI, Section 1, of the revised constitution of the Minnesota Chippewa Tribe, as amended, and organized under Section 16, of the Act of June 18, 1934 (48 Stat. 984), and

WHEREAS, the White Earth Reservation Business Committee is the duly authorized governing body of the White Earth Band, and

WHEREAS, the White Earth Land Office ("Land Office") supports tribal members and programs to meet land use goals that will benefit in the long-term and future generations in natural resources, economics, health, and welfare, and

WHEREAS, the Land Office has created and posted a Land Assignment Ordinance in compliance with the aforementioned constitution of the Minnesota Chippewa Tribe and the Minnesota Chippewa Tribe Land Ordinance #3 for public comment, received and responded to comments pursuant to Resolution 056-25-068, and

WHEREAS, the Land Office submits the final draft of the White Earth Band of Ojibwe Land Assignment Ordinance for the approval by the White Earth Reservation Business Committee, and

THEREFORE BE IT RESOLVED, that the White Earth Reservation Business Committee hereby adopts the White Earth Band of Ojibwe Land Assignment Ordinance to regulate land assignments on all tribal lands, and the White Earth Band of Ojibwe Land Assignment Ordinance be enacted April 25, 2025.

We do hereby certify that the foregoing resolution was adopted by a vote of ____ for, ____ against, ____ silent, a quorum being present at a regular meeting of the White Earth Reservation Business Committee held on _____, 2025 in _____, Minnesota.

Michael A. Fairbanks, Chairman

Michael LaRoque, Secretary/Treasurer

CHAPTER 1: GENERAL PROVISIONS

§1.01 Short Title

This Ordinance shall be called the “White Earth Land Assignment Ordinance,” herein “Ordinance”

§1.02 Purpose

The purpose of this title is to facilitate the efficient management of tribal lands while preserving, promoting, and enhancing quality of life. This Ordinance shall be liberally construed and applied to carry out its purposes and intent.

§1.03 Applicability and Scope of Title

These provisions apply to all Land Assignments of White Earth Tribal Lands. To the extent any provisions of this ordinance are in conflict with other provisions of White Earth Tribal Laws, the provisions contained herein shall control.

This Ordinance applies retroactively to all land assignment agreements currently in effect and modifies any conflicting provisions contained therein. This Ordinance does not void any prior Court Order made in reliance on the former version(s) of this Ordinance or the updated version of the land assignment agreement.

§1.04 Authority

This Ordinance is enacted pursuant to the inherent sovereign authority of the White Earth Band of Minnesota Chippewa Tribe, as recognized under Section 16 of the Indian Reorganization Act, 25 U.S.C.; Article VI of the Revised Constitution of the Minnesota Chippewa Tribe; and under the common law of the United States of America.

§1.05 Jurisdiction

The White Earth Tribal Court shall exercise exclusive jurisdiction over all matters with respect to this Ordinance.

§1.06 Effective Date

This Ordinance shall take effect immediately upon approval by the White Earth Reservation Business Committee.

§1.07 Definitions

1. The following terms shall have the meaning provided within this Ordinance.

- a. Abandoned: a land assignment left empty, uninhabited, shows no obvious signs of human inhabitation, or effort to improve a land assignment during inspections performed by the Land Office.
- b. Adult: a person eighteen (18) years of age or older.
- c. Assignee: Individual(s) with a Land Assignment duly adopted by the White Earth Reservation Business Committee by Resolution.
- d. Cancellation: Action taken by the White Earth Land Office or White Earth Reservation Business Committee to end a Land Assignment.
- e. Diligent Search: a serious attempt to locate an Assignee that includes but is not limited to contacting known family members or emergency contact(s) on files, checking local obituaries, and checking the county inmate lists within or border the Reservation, and inmate lists for the state and federal systems.
- f. Dwelling: any building or structure appropriate and safe for residential year-round use which is occupied, designed, or intended for occupancy as living quarters by one or more persons.
- g. Elder: a person who is the age of fifty-five (55) years or older.
- h. Emancipated Minor: a person less than 18 years of age who is married or who is determined by a court of competent jurisdiction to be legally able to care for himself or herself.
- i. Fixed Improvements: improvements that are attached to the land, including but not limited to water and sewage systems, trees, shrubs.
- j. Good Cause: determined by the Land Office on a case-by-case evaluation where an objective and reasonable view of the surrounding facts and circumstances would justify a delay.
- k. Homesite: area identified by a legal description that is designated for residential use by the Assignee(s).
- l. Improved site: a site that has been developed as evidenced by improvements such as water and sewer, electricity, or other utilities, clearing for building or apparent efforts to ready the site for building.
- m. Improvement: an addition to the land that enhances the value of the site. Improvements include but are not limited to a house, garage, structure, fence, tanks, driveway, road, concrete foundations, or other types of permitted construction.
- n. Land Assignment: means the granting of a limited right to occupy or use land for residential or community purposes only, and are limited to Tribal members, Tribal Groups, Tribal Associations, and Tribal entities.
- o. Land Office: White Earth Band of Ojibwe Land Office.
- p. Lease: refers to a residential lease which is similar to a land assignment but with a separate agreement and recorded with the Bureau of Indian Affairs often for the purpose of obtaining financing for improvements.

- q. Minor: individual who is less than eighteen (18) years of age.
- r. Notice of Non-compliance: a letter or other announcement notifying the Assignee of noncompliance with the Land Assignment, this Ordinance, or other applicable laws, regulations, or tribal custom.
- s. Non-fixed improvements: improvements that are personal property and have not attached to the land including but not limited to structures such as homes, garages, sheds, and outbuildings.
- t. Occupant: Someone who lives at a particular place for a prolonged period. Public Nuisance: an interference with the health, morals, safety, comfort, convenience, or welfare of a community or person.
- u. Primary Residence: where the assignee lives and establishes their legal dwelling, must occur within six (6) months of a land assignment unless an extension is requested by the assignee and approved by the land office.
- v. Private Nuisance: interference with a person's use or quiet enjoyment of their property.
- w. Relinquishment: act by an assignee to voluntarily give up or release a Land Assignment.
- x. Reservation: The land reserved to the White Earth Band of Ojibwe as recognized under the 1867 Treaty of Washington between the Mississippi Band of Chippewa Indians and the United States, 16 Stat. 719, including all lands which are now or in the future located within the exterior boundaries of the aforementioned treaty; any and all land held in trust for the Tribe by the United States; and all other considered "Indian Country" as defined by 18 U.S.C. §1151 that is associated with the Tribe.
- y. Site: the parcel covered in the land assignment agreement and assigned to the Assignee.
- z. Tribe: Refers to the White Earth Band of Ojibwe in this Ordinance.
- aa. Tribal Court: The Tribal Court of the White Earth Band of Ojibwe.
- bb. Tribal Land: any land or interests in land owned by the White Earth Band of the Minnesota Chippewa Tribe, title to which is held in trust by the United States or is subject to a restriction against alienation under the laws of the United States; any land owned in fee by the White Earth Band of the Minnesota Chippewa Tribe; any land or interests in land managed by White Earth Band of the Minnesota Chippewa Tribe pursuant to revised Land Ordinance No. 3.
- cc. Tribal member: shall refer to White Earth Band of Ojibwe enrolled member as used in this Ordinance. If a person is enrolled in another tribe, it will be specified.
- dd. Unimproved site: a site that has not been developed as evidenced by no installed water and sewer, no structures installed, no clearing, and no appearance of any effort to make the site ready for occupancy.

- ee. White Earth Reservation Business Committee: the governing body of the White Earth Band of the Minnesota Chippewa Tribe, also known as the White Earth Reservation Tribal Council. The White Earth Business Committee may also be referred to as WERBC or RBC.

§1.08 General Provisions

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

§1.09 Severability

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

§1.10 No Waiver of Sovereign Immunity

The sovereign immunity of the White Earth Band and any elected Reservation Tribal Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official's powers of any such office, in any action filed in the Tribal Court with respect thereto, may only be waived by a formal written Resolution of the White Earth Tribal Council. All waivers shall be unequivocally expressed in such resolution. No waiver of the Band's sovereign immunity from suit may be implied from any action or document. Waivers of sovereign immunity shall not be general but shall be specific and limited as to the jurisdiction or forum within which an action may be heard, the duration, action, and property or funds, if any, of the Band or any agency, subdivision or governmental or commercial entity of the Band subject thereto. No express waiver of sovereign immunity by written resolution of the Reservation tribal Council shall be deemed a consent to the levy of any judgement, lien, or attachment upon property of the Band or any agency, subdivision or governmental or commercial entity of the Band other than property specifically pledged or assigned therein.

§1.11 Special White Earth Reservation Business Committee Waiver

The WERBC reserves the right to provide exceptions via written waiver to this ordinance after judicial remedies are first exhausted. When judicial remedies are otherwise unavailable, the WERBC may provide a written waiver without first requiring tribal court exhaustion.

CHAPTER 2: LAND ASSIGNMENTS

§2.01 Purpose

This chapter is established to govern the use of Land Assignments by the White Earth Land Office for establishing homesites for use and development by individuals.

§2.02 Interest Conveyed

1. A Land Assignment is a possessory interest. A Land Assignment is a grant of permission by the White Earth Reservation Business Committee to use and occupy a described portion or parcel of Tribal land for such purposes, for such time, and under such conditions as set forth in the Land Assignment Agreement and as outlined in this Ordinance.
2. A Land Assignment is not a lease. A Land Assignment does not confer any vested interests, compensable rights of ownership or title in the Land, or its mineral, timber, or water resources beyond the will of the White Earth Reservation Business Committee, as circumscribed herein. A residential lease is possible for tribal members who need financing. Residential leases are not covered by this Ordinance.
3. A Land Assignment may not be leased, rented, assigned, transferred, mortgaged, made subject to a lien, placed as collateral, or otherwise encumbered in any manner.
4. The Tribe expressly reserves the right to grant easements and rights-of-way and enter into other agreements for use and ingress and egress across lands with a Land Assignment without the consent of the Assignee.

§2.04 Application

Applications to apply for a Land Assignment may be obtained from the White Earth Land Office.

§2.05 Approval and Acceptance

1. Land Assignments are effective upon approval by the White Earth Reservation Business Committee by Resolution.
2. If the assignment has not been signed by the Assignee within thirty (30) days of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without any further notice to the Assignee.
3. If no improvements are made to the improved site within thirty (30) days of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without further notice to the Assignee.

4. If no improvements are made to an unimproved site within three (3) months of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without further notice to the Assignee.

§2.06 Extensions to Timelines for Good Cause

Extensions to any timelines contained herein may be granted by the Land Office for good cause upon request of Assignee. When the Land Office makes a finding of lack of good cause, the Land Office will provide the basis for their determination in writing to the Assignee. The Land Office may request documentation to verify good cause and failure to provide the requested documentation may result in a finding of lack of good cause. If the Land Office makes a finding of good cause the Assignee will be notified and given an extended timeline that is reasonable given the circumstances.

§2.07 Responsibilities of Assignees

1. Assignees agree to certain responsibilities developed by the White Earth Land Office in order to protect lands for current and future generations and must:
 - a. Establish their land assignment as their primary residence with one residential dwelling and such related structures;
 - b. Keep a valid mailing address and telephone number on record with the White Earth Land Office;
 - c. Keep an updated emergency contact on record with the White Earth Land Office;
 - d. Respond to correspondence from the White Earth Land Office within timelines requested or otherwise in a timely manner;
 - e. Keep all dwellings, buildings, improvements, and the premises in good repair. Failure to do so will result in ineligibility for future land assignments until costs associated with clean up or repair are paid in full to the Land Office ;
 - f. Keep lands and premises in an orderly, clean and healthful condition;
 - g. Have no more than one (1) unregistered vehicle on the property unless located within an enclosed building, provided that such vehicle(s) does not pose a threat to public health or safety, community appearance, economic development, or property values. More than one unregistered vehicle may be allowed if the Assignee has prior written permission from the Land Office;
 - h. Use lands and premises in a steward like manner including obtaining a building permit and any other required permits or prior written approval before preparing land for improvements or removing trees or any natural vegetation; and

- i. Request a modification to their original land assignment to either add additional occupants or to accept responsibility for any additional occupants on the land assignment to the extent permitted by federal or tribal law

§2.07 Cancellations

1. Land Assignments may be cancelled by the Land Office for:
 - a. Failure to comply with the terms of the Land Assignments;
 - b. Failure to comply with the laws, regulations, policies, customs, or practice of the White Earth Band of Ojibwe;
 - c. Failure to comply with applicable federal laws and regulations;
 - d. Using or permitting the use of any part of the premises of any unlawful purpose;
 - e. Transferring, assigning, renting, or exchanging the Land Assignment without prior written approval from the Land Office;
 - f. Granting leases, easements, rights-of-way, or entering other contracts involving the use and management of the land without written approval;
 - g. Creating a public nuisance, and otherwise allowing conditions to exist which would endanger the safety, health, life or property of another person;
 - h. Unauthorized destruction or damage to any land or resources;
 - i. Non-use of the property beyond the limits established in law or in the Land Assignment;
 - j. Willfully falsifying documents used in determining matters before the Tribe, or including incorrect information therein, if such inclusion was a deliberate and material misstatement of fact;
 - k. Willfully providing false or misleading information to the Land Office;
 - l. Abandoning the site; and
 - m. Removing fixed improvements from the site.
2. A land assignment will not be cancelled 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.

§2.08 Procedures for Cancellation

1. Cancellation by Rejection: The Land Office may determine the Assignee has rejected a Land Assignment Agreement and will reassign the site without further notice to the proposed Assignee. The Land Office may determine a cancellation by rejection when there is no finding of good cause for an extension and:
 - a. The assignment has not been signed by the Assignee within thirty (30) days of RBC approval; or
 - b. No improvements are made to the improved site within thirty (30) days of RBC approval; or
 - c. No improvements are made to an unimproved site within three (3) months of RBC approval.
2. Cancellation by Noncompliance: If Land Office determines there is violation to a term in Land Assignment Agreement and/or the Land Assignment Ordinance, the Land Office shall issue a Notice of Noncompliance to the Assignee and provide the Assignee a reasonable opportunity to cure the violation.
 - a. Notice of Noncompliance must contain the violation(s) identified and a reasonable timeline to correct the violation(s) based upon the nature and circumstances of the violation.
 - b. The preferred method of service for the Notice of Noncompliance is personal service. The Land Office shall attempt personal service by conducting a diligent search. The Land Office may post the Notice of Noncompliance on a structure in a conspicuous place if possible. All attempts to locate the Assignee and personally serve shall be documented in the file.
 - i. If personal service is otherwise impractical, the Land Office will serve the Notice of Noncompliance by mail to the address on file. In the case of serious or repeat violations, the Land Office will serve Notice of Noncompliance by certified mail.
 - ii. If the Notice cannot be delivered by regular or certified mail, the Land Office will serve the Notice of Noncompliance in the local newspaper.
 - c. If the violation(s) is not cured when the timeline to cure a violation expires, the Assignee has not requested an extension, and the Assignee has been notified pursuant to the above methods of notice, the Land Office may cancel the Land Assignment Agreement for Noncompliance.
 - d. Multiple violations and Notices of Noncompliance during the term of the Land Assignment Agreement may result in a cancellation. The Land Office shall make this determination on a case-by-case basis.

3. Cancellation by Death: Upon the death of the Assignee where the Decedent is the only named individual on the Land Assignment, the Land Assignment is cancelled.
 - a. Upon the death of the Assignee who was married to a nonmember at the time of their passing the Land Assignment will be re-evaluated with heirs given first consideration.
 - b. If there is an action for probate, the Land Office shall not reassign the land assignment until the conclusion of the probate action.
4. Cancellation by Abandonment: The Land Office may cancel a land assignment if it determines the land assignment has been abandoned.
 - a. The Land Office must conduct at least three (3) inspections each at least two (2) weeks apart and document the results in the file prior to making such a determination of abandonment.
 - b. When the Land Office determines the land assignment is abandoned, the Land Office shall attempt to reach the Assignee by conducting a diligent search.
 - i. If the Land Office finds the Assignee the Land Office shall issue a Notice of Noncompliance and provide the Assignee reasonable time to correct.
 - ii. If the Land Office is unable to locate the Assignee the Land Office shall post notice in the local newspaper of the cancellation. Upon the expiration of the newspaper listing (i.e. when the next issue is posted) the land assignment shall be cancelled by the Land Office and reassigned without further notice to the Assignee.
5. Non-fixed Improvements after Cancellation: The Assignee shall have sixty (60) days to remove any non-fixed improvements and other personal property from the site from the date of cancellation. At the end of the 60 days, title to any improvements and other personal property attach to the land and become property of the White Earth Band of Ojibwe and may not thereafter be removed except with the written consent of the White Earth RBC. Upon showing a good cause, the removal timeline may be extended to prevent undue hardship.
6. Costs associated with Cancellations: If the land assignment site is found to be abandoned or damaged by the Assignee's or the conduct of their guests' or family's actions or inactions such as but not limited to dilapidated structures, other personal property, waste, debris, garbage, junk or other refuse the Assignee or Assignee's heirs shall be charged for the full cost to cleanup a land assignment and remain ineligible for any land assignment until the costs have been paid in full. The Land Office may enter payment plans with individuals depending upon the circumstances.

§2.10 Assignee's Right to Appeal Final Decisions of the Land Office

1. Cancellations: The Assignee has the right to appeal the Land Office's cancellations by initiating a filing in Tribal Court within 14 calendar days. Failure to initiate a proceeding forfeits this right and the cancellation shall be final.

a. Only after Tribal Court remedies are exhausted may an Assignee reach out to the WERBC for resolution.

2. Lack of Good Cause: The Assignee has the right to appeal the Land Office's decision to deny a timeline extension for lack of good cause by filing a written complaint to the White Earth Reservation Executive Director within three (3) business days.

§2.10 Modifications

1. Land Assignments may be modified by mutual agreement of the Parties upon approval of the WERBC by Resolution.
2. Land Assignments may be modified to address corrections to legal descriptions or clerical errors by Resolution and provide notice to the Assignee.

§2.11 Relinquishment of Land Assignment

1. An Assignee may relinquish their Land Assignment by completing and filing a Relinquishment form with the Land Office.
2. By signing the Relinquishment Form, a person relinquishes all rights and interests in their Land Assignment and any improvements thereon as of the date specified in the Relinquishment Form, or if no date is specified, then thirty (30) days after the filing with the Land Office.
3. Relinquishment will not release the Assignee from any obligations including damages, the costs of repairs or clean up, fines, or other actions arising from land assignment agreement.

§2.12 Improvements and Personal Property

1. Homes and structures such as garages, outbuildings, and sheds placed upon the land by the Assignee are considered personal property or a non-fixed improvement. Title to non-fixed improvements remain with the Assignee. Non-fixed improvements may be removed or sold at any time while the Land Assignment is in effect. Upon removal the land shall be returned to the same good condition as before the improvement was placed on it.

2. Water and sewage systems, trees, shrubs, placed or installed on the land are considered fixed improvements. Fixed improvements attach to the land and shall remain unless removal is authorized in writing by the Land Office, the White Earth Division of Natural Resources, or the WERBC.



White Earth Land Office Land Assignment Agreement

This Agreement entered into by and between _____, hereinafter referred to as Assignee, an enrolled member # 408-X-XXXX, and the White Earth Reservation Business Committee (WERBC), assignor, is effective upon approval of Resolution # 056-25-XXX.

This land assigned is described as follows:

White Earth Tribal P.I.N. #: _____ Trust Tract #: 408-T-XXXX

Legal description:

TERMS AND CONDITIONS – the above Assignee has been asked to read and agree to the following:

1. The purpose of this Agreement is to construct, improve, and maintain one (1) residential dwelling and related structures on the above-described premises. Multiple residential dwellings are not allowed.
2. The term for this land assignment Agreement is twenty-five (25) years beginning on the effective date of this Agreement.
3. This site has been designated as a residential site; therefore, no rental fee is required.
4. The purpose of this Land Assignment Agreement is for year-round occupancy by the Assignee and must become the Assignee's primary residence within one year from the date of execution of this Land Assignment Agreement. Failure to comply may result in a cancellation.
5. The Assignee agrees no improvements to the premises will be made until a building permit has been approved and issued to the Assignee.
6. All improvements, maintenance of the land, and personal property are the responsibility of the assignee.
7. If no improvements have been made to an unimproved site within three (3) months from RBC approval, the Land Office may consider the Assignee has rejected the Land Assignment Agreement and may be canceled by the land office without any further notice to the assignee.
8. If no improvements have been made to an improved site (site with improvements such as well, septic, driveway, utilities, etc.) within thirty (30) days of WERBC approval, the land office may consider the Assignee has rejected the Land Assignment Agreement and may be cancelled by the land office without any further notice to the assignee.
9. Assignees must provide updated contact information and proof of residence upon request by the Land Office. Failure to provide this information may result in a cancellation.
10. All non-fixed improvements (i.e. homes, garages, outbuildings, etc.) placed on the site are the personal property of Assignee. When non-fixed improvements are removed, the land must be returned to the same good

condition as before the improvement was added. Failure to restore the land may result in costs to the Assignee and cancellation. Failure to pay costs will result in ineligibility for future assignments until paid in full.

11. The White Earth Land Office and/or other authorized representatives may enter the site at any reasonable time to inspect, perform maintenance duties, ensure compliance with the terms of the Agreement compliance, and for any other lawful purposes.
12. The Assignee may not assign, sublease, delegate or transfer the assignment or any of its rights or duties hereunder, without the prior written consent of the White Earth Reservation Business Committee WERBC. Failure to provide written consent may result in cancellation.
13. Assignees may add additional occupants to their Land Assignment Agreement upon written request to the Land Office. Additional occupants must meet eligibility requirements. The Land Office will add the additional occupant(s) to the Land Assignment Agreement upon approval from the White Earth Reservation Business Committee WERBC.
14. The Land Office may cancel land assignments if unauthorized occupant(s) are found on a land assignment without evidence the Assignee is using the land assignment as their primary residence or evidence of good cause.
15. Assignees may relinquish their land assignment at any time by completing a Relinquishment Form. By signing the Relinquishment Form, a person relinquishes all rights and interests in their land assignment and any improvement thereon as of the date specified in the Relinquishment Form, or if no date is specified, then thirty (30) days after the filing with the Land Office.
 - a. If the site is found to be non-compliant prior to site relinquishment, relinquishment will not release Assignee from any obligations, damages, fines or other actions arising from the relinquished site.
16. The Assignee agrees to properly dispose of all garbage, refuse or other solid waste in authorized landfills or other approved disposal areas. Temporary storage of solid waste must be properly concealed and stored in suitable containers that prevent access by nuisance animals and do not pose a threat to public health and safety. Temporary storage of such waste must be properly disposed of within thirty (30) days.
17. Assignee agrees that no more than one (1) unregistered vehicle is allowed on the property unless located within an enclosed building, provided that such vehicle(s) does not pose a threat to public health or safety, community appearance, economic development, or property values. More than one unregistered vehicle may be allowed if the Assignee has prior written permission from the Land Office.
18. Upon death of the Assignee where the decedent is the only named individual on the Land Assignment Agreement, the land assignment Agreement is cancelled.
 - a. If the decedent was married to a nonmember at the time of their passing, the land assignment will be re-evaluated with heirs given first consideration.
 - b. If there is an action for probate, the Land Office will wait to reassign the assignment until the conclusion of the probate action.
19. Assignee understands and agrees to abide by and conform to all laws, regulations, policies, and resolutions of the White Earth Reservation Business Committee WERBC. Assignee will not use the premises for any unlawful

conduct or purpose and will not cause excessive nuisance or disruption of the peace of the community. Failure to do so may result in cancellation of the Land Assignment Agreement.

20. Failure to comply with terms and conditions numbers 7, 8, or 18 may result in an immediate cancellation without further notice to the Assignee.

20-21. Non-compliance of other the terms and conditions of this Agreement is considered a violation. The Land Office will issue a Non-Compliance Notice identifying the violation(s) to the Assignee and provide a reasonable time to correct the violation(s) based upon the nature and circumstances of the violations. Timelines may be extended upon a showing of good cause. Multiple violations may result in a cancellation.

21-22. Assignee shall have sixty (60) days from the date of cancellation to remove any non-fixed improvements and other personal property from the site. At the end of the sixty (60) days, title to the improvements and other personal property attach to the land and may not thereafter be removed except with the written consent of the White Earth Land Office.

22-23. If the site is abandoned or damaged by Assignee's actions or inaction or the conduct of their guests such as but not limited to dilapidated structures, other personal property, waste, debris, garbage, junk or other refuse, then the cost of cleanup of the site will be charged to the Assignee. Assignee is ineligible for a new assignment, lease or otherwise until the cost of the cleanup has been paid in full.

23-24. The proposed Assignee will have thirty (30) days from the date of approval by the White Earth Reservation Business Committee WERBC to sign and accept the land assignment Agreement and all terms and conditions contained therein. ~~Extension may be granted for good cause determined by the White Earth Land Office.~~ Failure to sign the Agreement will be considered rejection of the land assignment and ~~nullifies thecancels~~ Assignee. The site will be reassigned without further notice.

24-25. Extensions to ~~allthe~~ timelines listed in this Agreement may be granted by the Land Office. A written request showing good cause for the extension shall be provided to the Land Office, including any supporting documents to be considered. Any extension granted shall be provided in writing to the Assignee.

- a. Failure to provide adequate supporting documentation upon request may result in finding a lack of good cause. If lack of a good cause is determined, Land Office will provide in writing to the Assignee the determination including the basis for their decision. Original timelines will then be enforced.

This Agreement and Resolution shall supersede all previous Resolutions and relinquish any rights in other land assignments. This Agreement will be subject to amendments and modifications of Tribal Code and federal laws. It is the Assignee's responsibility to know what the current law is. The Assignee understands the terms and conditions listed above and agrees to be held to them.

Assignee (printed name here) Signature

Date

White Earth Land Office Representative (Print)

Date

White Earth Land Office Representative Signature

~~Final determinations~~Final decisions by the Land Office are appealable pursuant to Section 2.10 in Code within XX
~~days.~~the Land Assignment Ordinance.



White Earth Land Office Land Assignment Agreement

This Agreement entered into by and between _____, hereinafter referred to as Assignee, an enrolled member # 408-X-XXXX, and the White Earth Reservation Business Committee (WERBC), assignor, is effective upon approval of Resolution # 056-25-XXX.

This land assigned is described as follows:

White Earth Tribal P.I.N. #: _____

Trust Tract #: 408-T-XXXX

Legal description:

TERMS AND CONDITIONS – the above Assignee has been asked to read and agree to the following:

1. The purpose of this Agreement is to construct, improve, and maintain one (1) residential dwelling and related structures on the above-described premises. Multiple residential dwellings are not allowed.
2. The term for this Agreement is twenty-five (25) years beginning on the effective date of this Agreement.
3. This site has been designated as a residential site; therefore, no rental fee is required.
4. The purpose of this Land Assignment Agreement is for year-round occupancy by the Assignee and must become the Assignee's primary residence within one year from the date of execution of this Land Assignment Agreement. Failure to comply may result in a cancellation.
5. The Assignee agrees no improvements to the premises will be made until a building permit has been approved and issued to the Assignee.
6. All improvements, maintenance of the land, and personal property are the responsibility of the assignee.
7. If no improvements have been made to an unimproved site within three (3) months from RBC approval, the Land Office may consider the Assignee has rejected the Land Assignment Agreement and may cancel without any further notice to the assignee.
8. If no improvements have been made to an improved site (site with improvements such as well, septic, driveway, utilities, etc.) within thirty (30) days of WERBC approval, the land office may consider the Assignee has rejected the Land Assignment Agreement and may cancel without any further notice to the assignee.
9. Assignees must provide updated contact information and proof of residence upon request by the Land Office. Failure to provide this information may result in a cancellation.
10. All non-fixed improvements (i.e. homes, garages, outbuildings, etc.) placed on the site are the personal property of Assignee. When non-fixed improvements are removed, the land must be returned to the same good condition as before the improvement was added. Failure to restore the land may result in costs to the Assignee and cancellation. Failure to pay costs will result in ineligibility for future assignments until paid in full.

11. The Land Office and/or other authorized representatives may enter the site at any reasonable time to inspect, perform maintenance duties, ensure compliance with the terms of the Agreement, and for any other lawful purposes.
12. The Assignee may not assign, sublease, delegate or transfer the assignment or any of its rights or duties hereunder, without the prior written consent of the WERBC. Failure to provide written consent may result in cancellation.
13. Assignees may add additional occupants to their Land Assignment Agreement upon written request to the Land Office. Additional occupants must meet eligibility requirements. The Land Office will add the additional occupant(s) to the Land Assignment Agreement upon approval from the WERBC.
14. The Land Office may cancel land assignments if unauthorized occupant(s) are found on a land assignment without evidence the Assignee is using the land assignment as their primary residence or evidence of good cause.
15. Assignees may relinquish their land assignment at any time by completing a Relinquishment Form. By signing the Relinquishment Form, a person relinquishes all rights and interests in their land assignment and any improvement thereon as of the date specified in the Relinquishment Form, or if no date is specified, then thirty (30) days after the filing with the Land Office.
 - a. If the site is found to be non-compliant prior to site relinquishment, relinquishment will not release Assignee from any obligations, damages, fines or other actions arising from the relinquished site.
16. The Assignee agrees to properly dispose of all garbage, refuse or other solid waste in authorized landfills or other approved disposal areas. Temporary storage of solid waste must be properly concealed and stored in suitable containers that prevent access by nuisance animals and do not pose a threat to public health and safety. Temporary storage of such waste must be properly disposed of within thirty (30) days.
17. Assignee agrees that no more than one (1) unregistered vehicle is allowed on the property unless located within an enclosed building, provided that such vehicle(s) does not pose a threat to public health or safety, community appearance, economic development, or property values. More than one unregistered vehicle may be allowed if the Assignee has prior written permission from the Land Office.
18. Upon death of the Assignee where the decedent is the only named individual on the Land Assignment Agreement, the Agreement is cancelled.
 - a. If the decedent was married to a nonmember at the time of their passing, the land assignment will be re-evaluated with heirs given first consideration.
 - b. If there is an action for probate, the Land Office will wait to reassign the assignment until the conclusion of the probate action.
19. Assignee understands and agrees to abide by and conform to all laws, regulations, policies, and resolutions of the WERBC. Assignee will not use the premises for any unlawful conduct or purpose and will not cause excessive nuisance or disruption of the peace of the community. Failure to do so may result in cancellation of the Land Assignment Agreement.
20. Failure to comply with terms and conditions numbers 7, 8, or 18 may result in an immediate cancellation without further notice to the Assignee.

21. Non-compliance of other the terms and conditions of this Agreement is considered a violation. The Land Office will issue a Non-Compliance Notice identifying the violation(s) to the Assignee and provide a reasonable time to correct the violation(s) based upon the nature and circumstances of the violations. Timelines may be extended upon a showing of good cause. Multiple violations may result in a cancellation.
22. Assignee shall have sixty (60) days from the date of cancellation to remove any non-fixed improvements and other personal property from the site. At the end of the sixty (60) days, title to the improvements and other personal property attach to the land and may not thereafter be removed except with the written consent of the Land Office.
23. If the site is abandoned or damaged by Assignee's actions or inaction or the conduct of their guests such as but not limited to dilapidated structures, other personal property, waste, debris, garbage, junk or other refuse, then the cost of cleanup of the site will be charged to the Assignee. Assignee is ineligible for a new assignment, lease or otherwise until the cost of the cleanup has been paid in full.
24. The proposed Assignee will have thirty (30) days from the date of approval by the WERBC to sign and accept the Agreement and all terms and conditions contained therein. Failure to sign the Agreement will be considered rejection of the land assignment and cancels Agreement. The site will be reassigned without further notice.
25. Extensions to all timelines listed in this Agreement may be granted by the Land Office. A written request showing good cause for the extension shall be provided to the Land Office, including any supporting documents to be considered. Any extension granted shall be provided in writing to the Assignee.
 - a. Failure to provide adequate supporting documentation upon request may result in finding a lack of good cause. If lack of a good cause is determined, Land Office will provide in writing to the Assignee the determination including the basis for their decision. Original timelines will then be enforced.

This Agreement and Resolution shall supersede all previous Resolutions and relinquish any rights in other land assignments. This Agreement will be subject to amendments and modifications of Tribal Code and federal laws. It is the Assignee's responsibility to know what the current law is. The Assignee understands the terms and conditions listed above and agrees to be held to them.

Assignee (printed name here) Signature

Date

White Earth Land Office Representative (Print)

Date

White Earth Land Office Representative Signature

Final decisions by the Land Office are appealable pursuant to Section 2.10 in the Land Assignment Ordinance.