



# 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: March 27, 2025

From: Laurie York, Executive Director

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

Attached please find the proposed Land Office Code and updated Land Assignment Agreement. Pursuant to White Earth Reservation Business Committee Resolution No. 001-16-0174, this notice to membership will be posted for a 15-day comment period, ending on Friday April 11, 2025 at 5p.m. All comments may be made in writing and shall be respectful and constructive. Comments may be dropped in person at the Legal Department front office in the RBC headquarter building or emailed to: [PublicForumLegal@whiteearth-nsn.gov](mailto:PublicForumLegal@whiteearth-nsn.gov)

The proposed Land Office Code is currently under consideration by the White Earth Reservation Business Committee.

After completion of of the 15-day comment period, all comments will be considered by the White Earth Reservation Business Committee for 7 days. The comments will be summarized, this summary and summary responses will be publicly posted on Friday April 18, 2025.

Upon receipt of a final draft, the Executive Director will post another notice to Tribal membership for an additional 7 days, after which the White Earth Reservation Business Committee will consider for a final vote.

Thank you in advance for your consideration and input.

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

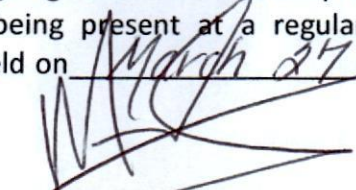
**Resolution No. 056-25-068**

- 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.



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Michael A. Fairbanks, Chairman



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Michael LaRoque, Secretary/Treasurer

**WHITE EARTH BAND OF OJIBWE  
LAND OFFICE  
LAND ASSIGNMENT POLICY**

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## CHAPTER 1: GENERAL PROVISIONS

### §1.01 Short Title

This Policy shall be called the “White Earth Land Office Land Assignment Policy”.

### §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 shall be liberally construed and applied to carry out its purposes and intent.

### §1.03 Scope of Title

The Policy shall apply to all Land Assignments of White Earth Tribal Lands.

### §1.04 Authority

This 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.

### §1.05 Jurisdiction

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

1. The following terms shall have the meaning provided within this Policy. Additional definitions may be found under each Chapters.
  - (a) Adult: a person eighteen (18) years of age or older.
  - (b) Elder: a person who is the age of fifty-five (55) years or older.
  - (c) 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.
  - (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.
  - (e) Land Office: White Earth Band of Ojibwe Land Office.
  - (f) Minor: individual who is less than eighteen (18) years of age.
  - (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.

- (i) **Public Nuisance:** an interference with the health, morals, safety, comfort, convenience, or welfare of a community.
- (j) **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. \*
- (k) **Tribal Court:** The Tribal Court of the White Earth Band of Ojibwe.
- (l) **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.
- (m) **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 RBC or RBC.

#### §1.07 General Provisions

1. Nothing in this Policy 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 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 shall be construed to establish jurisdiction in any agency or government that is not recognized by Tribal or Federal law.

#### §1.08 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.

#### §1.09 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 judgment, 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.

## 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 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 and as outlined in this Code.
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.
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 evidence 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, and Tribal Associations.
- (i) Life Estate: an interest in property held for only the duration of a designated person's life.
- (j) Notice of Noncompliance: 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 a 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

1. 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 no improvements are made to an improved site within thirty (30) days of RBC approval, the Land Assignment may be cancelled.
3. If no improvements are made to an unimproved site within three (3) months of RBC approval, the Land Assignment may be cancelled.
4. Extensions may be granted by the Land Office for good cause upon request of Assignee.

#### §2.06 Responsibilities and Best Practices

1. The White Earth Land Office has established best practices for Assignees to protect lands for current and future generations.
  - (a) Keep a valid mailing address and telephone number on record with the White Earth Land Office;
  - (b) Keep an emergency contact on record with the White Earth Land Office;
  - (c) Respond to correspondence from the White Earth Land Office within the timelines requested or otherwise in a timely manner;
  - (d) Keep all dwellings, buildings, improvements, and the premises in good repair;
  - (e) Keep lands and premises in an orderly, clean, and healthful condition; and

- (f) Use lands and premises in a steward like manner.

#### §2.07 Provisions

1. Land Assignments may be cancelled for:
  - (a) Failure to comply with the terms of the Land Assignment;
  - (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 for any unlawful purpose;
  - (e) Transferring, assigning, renting, or exchanging the Land Assignment;
  - (f) Granting leases, easements, rights-of-way, or entering other contracts involving the use and management of the land without 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, or any continuing public threat to health or safety;
  - (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.

#### §2.08 Modification

1. Land Assignments may be modified by mutual agreement of the parties upon approval by Resolution.
2. Land Assignments may be modified to address corrections to legal description or clerical errors by Resolution after providing notice to the Assignee.

#### §2.09 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 interest 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.

## §2.10 Cancellation

1. 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.
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.
3. 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.
4. 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.
5. The Land Office shall attempt service of 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 an 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.
6. The Land Office may grant the Assignee extensions of time to correct the violation(s) upon a showing of good cause including efforts in good faith to correct the violation(s).
7. 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.
8. 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 Decedent 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.

§2.11 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 upon it.
  
2. Water and sewage systems, trees, shrubs, placed or installed on the land are fixed improvements. Fixed improvements attach to the land and shall remain unless removal is authorized by the Land Office or White Earth RBC.



# 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, 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 desc:

**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 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 assignment 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 assignment 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 RBC approval, the land assignment 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 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. 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 upon approval from the White Earth Reservation Business Committee.
14. The land office may cancel 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.
18. Upon death of the Assignee where the decedent is the only named individual on the land assignment, the land assignment 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. 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.
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. 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. 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. 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. The proposed assignee will have thirty (30) days from the date of approval by the White Earth Reservation Business Committee to sign and accept the land assignment 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 the agreement. The site will be reassigned without further notice.
24. Extensions to the 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. 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 by the land office are appealable pursuant to Section \_\_\_\_ in \_\_\_\_ Code within XX days.*