



# Land and Residency Laws of the Penobscot Nation

AS ENACTED BY THE GENERAL MEETING OF JUNE 27, 1988, AND  
FURTHER AMENDED BY THE GENERAL MEETINGS OF MAY 7, 2005,  
AND JULY 29, 2023.

CHAPTER XV  
LAND, PROBATE AND RESIDENCY LAWS

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**SUBCHAPTER I**  
**SOVEREIGNTY AND TREATIES**

Section I.     Sovereignty

The Sovereignty of the Penobscot Nation extends over all the Reservation Land and all the Trust Lands of the Nation and to all persons and entities of any nature, therein.

The Sovereignty of the Penobscot Nation like that of every distinct political body, is that innate, inherent, absolute power of self-determination existing within itself by reason of its own social forces, to govern and manage its own affairs, free of external control.

The Penobscot Nation or any other Nation, cannot be Sovereign for some purposes and not Sovereign for all purposes which lie within the domain of Sovereignty itself. Although Sovereignty is indivisible, there is a difference between Sovereignty and the powers of Sovereignty.

A Sovereign Nation may, and often does, delegate the exercise of certain Sovereign powers to either its own internal departments or even to other external political bodies as a matter of convenience. The delegation to another of the right to exercise a power of any kind, Sovereign or otherwise, is not a complete alienation of that power. The very fact that a power has been delegated proves the original Sovereignty from which it came continues to exist and that the body of people in which that Sovereignty exists can rightfully reassume any powers it delegated.

By means of the Maine Indian Claims Settlement Act of 1980, P.L. 96-420, and the Maine Implementing Act, Chapter 732 of the Public Laws of 1979, the Penobscot Nation agreed to delegate the exercise of a number of its Sovereign powers to the governments of the United States of America and the State of Maine.

By agreeing to delegate some of its Sovereign powers to other jurisdictions, the Penobscot Nation did not agree to the alienation of any portion of its Sovereignty because Sovereignty is by its very nature; inalienable.

The Sovereignty of the Penobscot Nation continues to reside with its people from which it came and is unimpaired by voluntary delegation of authority. It will always remain so, until such time as the Penobscot Nation, as defined by its own laws, ceases to exist.

Section 2. Treaties

Treaty made by the Commonwealth of Massachusetts with the Penobscot Tribe of Indians, August 8, 1796

This Indenture, made this eighth day of August in the year of our lord one thousand seven hundred and ninety six between William Shepard, Nathan Dane and Daniel Davis, Esquires, Commissioners duly appointed and fully authorized and empowered by the Commonwealth of Massachusetts, to treat and stipulate with the Penobscot tribe of Indians, respecting lands they claim on Penobscot River on the one part, and Orono, Ossang, Nictumbawit, Joseph Peace, Myarramuggasett, and Sabattis Neptune, Chiefs of the said Tribe, for themselves, & for the said Tribe, Witnesseth:

That the said Chiefs for themselves, and for their said Tribe, in consideration of the immediate and annual payments, hereinafter mentioned, made and secured to them by the said Commissioners, do grant, release, relinquish and quit claim to the said Commonwealth, their the said Tribes right, Interest, and claim to all the lands on both sides of the River Penobscot, beginning near Col. Jonathan Eddy's dwelling house, at Nichols rock, so called, and extending up the said River thirty miles on a direct line, according to the General Course of said River, on each side thereof, excepting however, and reserving to the said tribe, all the Islands in said River, above Old Town, including said Old Town Island, within the limits of the said thirty miles. And the said Commissioners, for and in behalf of the said Commonwealth, in consideration of the relinquishment aforesaid, do covenant, promise, agree and engage, that the said Commonwealth shall deliver here at the mouth of Kenduskeag River, to the said Tribe, immediately on and after this indenture shall be signed and executed, the following articles, viz. One hundred and forty nine and a half yards of blue cloth for blankets, four hundred pounds of shot, one hundred pounds of Powder, thirty six hats, thirteen bushels of Salt being one large hogshead, one barrel of New England Rum, and one hundred bushels of corn at Major Robert Treats, and the said Commissioners do further promise, agree and engage, for and in behalf of said Commonwealth, that the said Commonwealth shall deliver hereafter in each and every year, to the said Tribe of Indians, at or near the said mouth of said Kenduskeag so long as they shall continue to be a nation and shall live within this Commonwealth, the following articles, viz. Three hundred bushels of good Indian corn, fifty pounds of powder, four hundred pounds of shot, and seventy-five yards of good blue cloth for blankets, and hat the same articles be delivered at the times following, viz. One hundred Bushels of the corn on or before the first day of May annually, beginning on the first day of May next, and the other two hundred bushels of corn, with the said other articles, on or before the tenth day of October annually, beginning on the tenth day of October in the year of Our lord one thousand seven hundred and ninety-seven.

In testimony whereof, the said Commissioners and the chiefs aforesaid, have hereto set their hands & seals the day & year first above written.

Signed and sealed & delivered  
in the presence of us and of  
the Tribe.

Wm. Shepani  
Nathan Dane  
Daniel Davis

Jonathan Dowder

Joseph Orono  
*his mark*

W. Synmes

Squire Ossang  
*his mark*

Seth Catlin

Nectum Bewit  
*his mark*

Robt. Treat

Joseph Peace  
*his mark*

Nicolas

Niaro Muggaseth  
*his mark*  
Sabatis Neptune  
*his mark*  
Seber Moset  
*his mark*

Hancock ss. August 8<sup>th</sup> 1796. Then the above named Shepard, Dane, Davis, Orono, Ossang, Nectumbawit, Peace, Myarrowmuggeset, Neptune & Seber Moset personally acknowledged the aforesaid Instrument to be their free act & Deed in their several capacities aforesaid. Before me, Jonathan Eddy, Justice of the Peace.

(The above cited document was transcribed from a certified copy of the original as recorded in the Hancock County Registry of Deeds on May 3, 1809 in Book 27, Page 6 by B. Hall, Registrar.)

Treaty made by the Commonwealth of Massachusetts with the Penobscot Tribe of Indians, June 29, 1818

This writing indented and made this twenty ninth day of June, one thousand-eight hundred and eighteen, between Edward H. Robbins, Daniel Davis and Mark Langdon Hill, Esqs., commissioners appointed by his excellency John Brooks, governor of the commonwealth of Massachusetts, by and with the advice of council in conformity to a resolve of the legislature of said commonwealth, passed the thirteenth day of February, A.O. one thousand eight hundred and eighteen, to treat with the Penobscot tribe of Indians, upon the subject expressed in said resolve, on the one part; and the said Penobscot tribe of Indians, by the undersigned chiefs, captains and men of said tribe, representing the whole thereof, on the other part, Witnesseth: That the said Penobscot tribe of Indians, in consideration of the payments by them now received of said commissioners, amounting to four hundred dollars, and of the payments hereby secured and engaged to be made to them by said commonwealth, do hereby grant, sell, convey, release and quitclaim, to the Commonwealth of Massachusetts, all their, the said tribes, right, title, interest and estate, in and to all the lands they claim, occupy and possess by any means whatever on both sides of the Penobscot river, and the branches thereof, above the tract of thirty miles in length on both sides of said river, which said tribe conveyed and released to said commonwealth by their deed of the eighth of August, one thousand seven hundred and ninety six, excepting and reserving from this sale and conveyance, for the perpetual use of said tribe of Indians, four townships of land of six miles square each, in the following places, viz:

The first beginning on the east bank of the Penobscot river, opposite the five islands, so called, and running up said river according to its course, and crossing the mouth of the Mattawamkeag river, an extent of six miles from the place of beginning, and extending back from said river six miles, and to be laid out in conformity to a general plan or arrangement/which shall be made in the survey of the adjoining townships on the river - one other of said townships lies on the opposite or western shore of said river, and is to begin as nearly opposite to the place of beginning of the first described township as can be, having regard to the general plan of the townships that may be laid out on the western side of said Penobscot river, and running up said river according to its course, six miles, and extending back from said river six miles. Two other of said townships are to begin at the foot of an island, in West branch of Penobscot river in Nolacemeac lake, and extending on both sides of said lake, bounding on the ninth range of townships, surveyed by Samuel Weston, Esq., which two townships shall contain six miles square each, to be laid out so as to correspond in courses with the townships which now are, or hereafter may be surveyed on the public lands of the state. And the said tribes do also release and discharge, said commonwealth from all claims of any kind and description, in consequence of said tribe's indenture and agreement made with said commonwealth, on the eighth day of August, one thousand seven hundred and ninety six, by their commissioners, William Shepard, Nathan Dane, and Daniel Davis, Esquires; and we the under signed commissioners on our part in behalf of said commonwealth, in consideration of the above covenants, and release of the



said Penobscot tribe, do covenant with said Penobscot tribe of Indians, that they shall have, enjoy and improve all the four excepted townships described as aforesaid, and all the islands in the Penobscot river above Oldtown and including said Oldtown island. And the commissioners will purchase for their use as aforesaid, two acres of land in the town of Brewer, adjoining Penobscot river, convenient for their occupation, and provide them with a discreet man of good moral character and industrious habits, to instruct them in the arts of husbandry, and assist them in fencing and tilling their grounds, and raising such articles of production as their lands are suited for, and as will be most beneficial for them, and will erect a store on the island of Oldtown, or contiguous thereof, in which to deposit their yearly supplies, and will now make some necessary repairs on their church, and pay and deliver to said Indians for their absolute use, within ninety days from this date, at said island of Oldtown, the following articles viz; one six pound cannon, one swivel, fifty knives, six brass kettles, two hundred yards of calico, two drums, four fifes, one box of pipes, three hundred yards of ribbon, and that annually, and every year, so long as they shall remain a nation, and reside within the Commonwealth of Massachusetts, said commonwealth will deliver for the use of said Penobscot tribe of Indians of Oldtown aforesaid, in the month of October, the following articles viz; five hundred bushels of corn, fifteen barrels of wheat flour, seven barrels of clear pork, one hogshead of molasses, and one hundred yards of double breadth broadcloth to be of red color one year, and blue the next year, and so on alternately, fifty good blankets, one hundred pounds of gunpowder, four hundred pounds of shot, six boxes of chocolate, one hundred and fifty pounds of tobacco, and fifty dollars in silver. The delivery of the articles last aforesaid to commence in October next, and to be divided and distributed at four different times in each year among said tribe, in such manner as that their wants shall be most essentially supplied, and their business most effectually supported. And it is further agreed by and on the part of said tribe, that the said commonwealth shall have a right at all times hereafter to make and keep open all necessary roads through any lands hereby reserved for the future use of said tribe. And that the citizens of said commonwealth shall have a right to pass and repass any of the rivers, streams, and ponds, which run through any of the lands hereby reserved, for the purpose of transporting their timber and other articles through the same.

In witness whereof, the parties aforesaid have hereunto set our hands and seal.

Edw'd H. Robbins.	(Seal.)
Dan'l Davis	(Seal.)
Mark Langdon Hill.	(Seal.)
his	
John X Etien, Governor	(Seal.)
mark	
his	
Francis X Lolon.	(Seal.)
mark	
his	
Nicholas X Neptune,	(Seal.)
mark	
his	
Sock X Joseph, Captain	(Seal.)
mark	
his	
John X Nicholas, Captain	(Seal.)
mark	
his	
Etein X Mitchell, Captain	(Seal.)
mark	
his	
Piel X Marie.	(Seal.)
mark	
his	
Piel X Peruit, Colo.	(Seal.)
mark	
his	
Piel X Tomah	(Seal.)
mark	

Signed, sealed and delivered

in presence of us:

Lothrop Lewis, Jno, Blake Joseph Lee,

Eben'r Webster, Joseph Whipple,

PENOBSCOT, ss, - June 30, 1818. Personally appeared the aforementioned Edward H. Robbins, Daniel Davis, and Mark Langdon Hill, Esquires, and John Etien, John Neptune, Francis Lolon, Nicholas Neptune, Sock Joseph, John Nicholas, Etien Mitchell, Piel Marie, Piel Peruit, and Piel Tomah, subscribers to the foregoing instrument, and severally acknowledge the same to

be their free act and deed.

BEFORE ME,

WILLIAM D. WILLIAMSON, Justice of Peace.

PENOBSCOT, ss. Received July 1, 1818, and recorded in Book 4, Page 195, and examined  
by

JOHN WILKINS, Register.

Copy examined,

A. BRADFORD, Secretary  
Of commonwealth of Massachusetts

RELEASE TO THE COMMONWEALTH OF MASSACHUSETTS  
FROM THE PENOBSCOT TRIBE OF **INDIANS**

August 17, 1820

Whereas, The State of Maine by her commissioner, Lothrop Lewis, Esq. has engaged to assume and perform all the duties and obligations of the Commonwealth of Massachusetts, towards us and our said tribe, whether the same arise from any writing of indenture, treaty or otherwise at present existing; and whereas said State of Maine has obtained our consent and that of our said tribe to said assumption and arrangement now know all people to whom these presents shall come, that we whose hands and seals are hereunto affixed, for and in behalf of ourselves and the Penobscot Tribe of Indians, so called, to which we belong and which we represent, in consideration of the premises, do hereby release to said Commonwealth of Massachusetts all claims and stipulations of what name or nature soever, which we or all or any of us or our said tribe have on or against said commonwealth, arising under any writing or indenture, treaty, or otherwise, existing between said Commonwealth of Massachusetts, and said Penobscot Tribe of Indians.

In witness whereof, we the undersigned chiefs, captains and men of said tribe, representing the whole thereof, have hereunto set our hands and seals this seventeenth day of August, in the year of our Lord one thousand eight hundred and twenty.

his

Governor John X Etien. (L.S.)

mark

his

Lieut. Governor John X Neptune. (L.S.)

mark

his

Francis X Lolan, Captain. (L.S.)

mark

his

Captain Etien X Mitchell, (L.S.)

mark

his	(LS.)
Piel X Mitchell, Capt.	
mark	
his	(LS.)
Sock X Sosep, Capt.	
mark	
his	(LS.)
Piel X Marie, Captain	
mark	
his	(LS.)
Suasin X Neptune, Capt.	
mark	
his	(LS.)
Awasoos X Mitchell, Capt.	
mark	
his	(LS.)
John X Ossou, Capt.	
mark	
Joseph X Marie Neptune, Esq.	(LS.)
mark	
his	(LS.)
Joseph X Lion	
mark	
his	(LS.)
Glocian X Awasoos.	
mark	
his	(LS.)
Capt. Nicholas X Tomah.	
mark	
his	(LS.)
Sabattis X Tomah,	
mark	

Signed, sealed and delivered in presence of us:

William D. Williamson,  
 Joseph Treat,  
 Ebenezer Webster,  
 William Emerson,  
 Stephen L Lewis,  
 John Blake  
 Eben Webster.

PENOBSCOT, ss. -August 17, 1820. Personally appeared the aforementioned John Etien, John Neptune, Francis Lolon, Etien Mitchell, Piel Mitchell, Sock Joseph, Peil Marie, Swassin Neptune, Awasoos Mitchell, John Ossou, Joseph Marie Neptune, Joseph Lion, Glocian Awasoos, Nicholas Tomah and Sabattis Tomah, subscribers to the foregoing instrument, and severally acknowledged the same to be their free act and deed.

BEFORE ME.

WM. D. WILLIAMSON, Justice Peace,  
COMMONWEALTH OF MASSACHUSETTS,

Secretary's Office, May 19, 1823.

I hereby certify that the original instrument of release from the chiefs, captains, and others of the Penobscot tribe of Indians, for and in behalf of themselves and of the said tribe, of which the above and foregoing is a true copy, has been this day received and filed in this office.

**ALDEN BRADFORD,**  
Secretary of the Commonwealth.

TREATY MADE WITH PENOBSCOT TRIBE OF INDIANS,  
AUGUST 17, 1820

This writing, indented and made this seventeenth day of August in the year of our Lord one thousand eight hundred and twenty, by and between Lothrop Lewis of Gorham in the county of Cumberland and State of Maine, esquire, commissioner, appointed by William King, Esquire, governor of said state, by and with the advice and consent of the council, in conformity to a resolve of the legislature of said state passed the twentieth day of June, in the year of our Lord one thousand eight hundred and twenty, to treat with the Penobscot tribe of Indians in said state, upon the subject expressed in said resolve, on the one part; and the said Penobscot tribe of Indians, by the undersigned, chiefs, captains and men of said tribe, representing the whole thereof on the other part; Witnesseth; That, the said Penobscot tribe of Indians, in consideration of the covenants and agreements, hereinafter mentioned on the part of said commissioner, in behalf of said state, to be performed, kept and fulfilled, do hereby grant, sell, convey, release and quitclaim, to said state, all their, the said tribe's right, title and interest and estate, in and all the lands and possessions, granted, sold and conveyed by us, to the commonwealth of Massachusetts, by our writing of indenture, made with said commonwealth by their commissioners, the honorable Edward H. Robbins, Daniel Davis and Mark L. Hill, Esquires, June the twenty ninth, in the year of our Lord one thousand eight hundred and eighteen, saving an excepting, the reservations, in said indenture made and expressed. Meaning and intending hereby, to substitute and place, the said state of Maine, in the stead and place, of the said commonwealth of Massachusetts, to all intents and purposes whatsoever, as it regards said indenture last mentioned, with the said tribe of Indians, so that all and singular, the lands, rights, immunities or privileges, whatsoever, which said commonwealth of Massachusetts did, might, or could hold, possess, exercise and enjoy, under or by virtue of said indenture, or treaty, by any other indenture, treaty or agreement whatsoever, shall be held, possessed, exercised and enjoyed in as full and ample a manner by said state of Maine.

And the undersigned commissioner, on his part, in behalf of said state of Maine, in consideration of the premises, and of the foregoing covenants and engagements of said tribe, does hereby covenant with said tribe, that they shall have and enjoy, all the reservations made to them, by virtue of said treaty of the twenty ninth of June, eighteen hundred and eighteen. And the undersigned commissioner, in behalf of said state of Maine, does hereby further covenant and agree with said tribe, that, as soon as the commonwealth of Massachusetts, shall have made and fulfilled the stipulations on her part to be done and performed, under and by virtue of the fifth article of an act, "relating to the separation of the district of Maine from Massachusetts proper, and forming the same into and independent state," passed June the nineteenth, eighteen hundred and nineteen, then the said State of Maine, shall and will, annually, and every year, in the month of October, so long as they shall remain a nation, and reside within the said state of Maine, deliver for the use of the said Penobscot tribe of Indians, at Oldtown, the following articles; to wit: five hundred bushels of corn, fifteen barrels of wheat

flour, seven barrels of clear pork, one hogshead of molasses, and one hundred yards of double breadth broadcloth, to be of red color, one year, and blue the next year, and so on alternately, fifty good blankets, one hundred pounds of gunpowder, four hundred pounds of shot, six boxes of chocolate, one hundred and fifty pounds of tobacco, and fifty dollars in silver.

It being meant and intended, to assume and perform, all the duties and obligations of the commonwealth of Massachusetts, toward the said Indians, whether the same arise from treaties or otherwise, and to substitute and place, the said state of Maine in this respect, to all intents whatsoever, in the stead and place of the commonwealth of Massachusetts, so that said tribe may have continued to them, all the payments, and enjoy all the immunities and privileges, in as full and ample a manner, under this indenture or treaty, as they could have received or enjoyed under the said treaty of the twenty ninth of June, eighteen hundred and eighteen, if this present treaty had not been made. Saving and excepting the two acres of land, which were by the treaty of June twenty ninth, eighteen hundred and eighteen, to be purchased for the use of said tribe, in the town of Brewer, the performance of which, has been relinquished by the said tribe to the commonwealth of Massachusetts.

Reserving however to the government of this state, the power and the right to ratify and confirm, at pleasure, the doings of said commissioner in the premises.

In witness whereof, the parties aforesaid, have hereunto set our hands and seals, the day and year first within written.

Lothrop Lewis	(Seal)	his Sock X Sosep, Captain.	(Seal)
		mark	
		his	

John X Etien, Governor	(Seal)	Piel X Marie, Captain.	(Seal)
		mark	
		his	

John X Neptune, Lt. Governor	(Seal)	Suasin X Neptune, Capt.	(Seal)
		mark	
		his	

Captain Francis X Lolon.	(Seal)	Awasoos X Mitchel, Capt.	(Seal)
		mark	
		his	

Captain Etien X Mitchel.	(Seal)	John X Ossou, Capt.	(Seal)
		mark	
		his	

Captain Piel X Mitchell.	(Seal)	Capt. Nicholas X Tomah	(Seal)
		mark	
		his	

Joseph Maria X Neptune, Esq.	(Seal)	mark	his
		mark	12



Sabattis X Tomah.  
mark his

(Seal)

Joseph X Lion

(Seal)

Glocian X Awasoos.

(Seal)

Signed, sealed and delivered

In sealed presence of us;

Wm D. Williamson,  
William Emerson,  
Joseph Treat,  
Stephen L. Lewis,  
Jno. Blake,  
Blake Webster.

PENOBSCOT, ss -August 17, 1820. Personally appeared Lothrop Lewis, John Etien, John Neptune, Francis Lolon, Etien Mitchel, Piel Mitchel, Sock Joseph, Piel Maria, Suassin Neptune, Awassos Mitchell, John Ossou, Joseph Marie Neptune, Joseph Lion, Glocian Awassos, Nicholas Tomah, and Sabattis Tomah, subscribers to the foregoing instrument, and acknowledged the same to be their free act and deed.

BEFORE ME,  
WILLIAM D. WILLIAMSON, Justice Peace.

## SUBCHAPTER II

### Definitions

1. Annual tribal census roll - The membership list of the Penobscot Nation compiled annually by the Census Committee.
2. Applicant -A person who applies for a residency permit, or land lease or assignment.
3. Assignment - A grant of Penobscot Nation land to an individual tribal member subject to the restrictive covenants outlined in this Chapter, and including all previous grants under former tribal law or custom.
4. Assignment deed -The instrument used to convey lands of the Penobscot Nation to individual members of the Tribe.
5. Assigned lands – Lands within The Penobscot Nation held by a tribal member under an assignment deed.
6. Business - A commercial or industrial establishment, a store or factory.
7. Commorancy - In English law, the dwelling in any place as inhabitant; which consists in usually lying there. In American law, it is used to denote mere temporary residence.
8. Commorant - Staying or abiding; dwelling temporarily in a place on Penobscot lands.
9. Convey - To pass an interest in land from one person to another, to transfer; to assign; to lease.
10. Days - When used in this Act means calendar days.
11. Degree of kinship - shall mean within the:
  - 1<sup>st</sup> Degree - parent, child, legal spouse
  - 2<sup>nd</sup> Degree - sister, brother, grandparent, grandchild
  - 3<sup>rd</sup> Degree - aunt, uncle, niece, nephew, great-grandparent, great-grandchild
  - 4<sup>th</sup> Degree – great-aunt, great-uncle, first cousin, grandniece, grandnephew, great great-grandparent, great great-grandchild.All the above includes persons related by legal adoption
12. Department of Trust Responsibilities -The Penobscot Tribal government department or its successors charged with maintaining records and documents relating to land, population, membership, and residency within Penobscot Indian Territory.
13. Dependent - Reliant on another person or entity for shelter, food, and financial support.

14. Domicile - The established, fixed, permanent, or ordinary dwelling place or place of residence of a person, as distinguished from his temporary and transient, though, actual residence. Domicile allows absence from a residence for indefinite periods if intent to return remains.
15. Effective date of this Act - The date the Penobscot Land Laws are adopted by the Tribe at a General Meeting.
16. Fee Land - Land owned by the Penobscot Nation outside of the Reservation and Trust Land areas and which is subject to Maine Laws relating to real estate and land use.
17. Grantor – A person who grants or conveys land to another person.
18. Grantee – A person who receives land from another person.
19. Instrument - As used in this Chapter the word instrument means any deed, will, court order, or other document used to transfer real estate or interests in land. It also means any permit or license granting an individual the right to use land or real estate belonging to another.
20. Intestate succession - To inherit property by being related to a deceased owner of such property who died without a valid will.
21. Joint tenancy - The holding of identical interests in a single piece of land by two or more tribal members, who acquired the land at the same time, through the same instrument and who each enjoy the right of survivorship.
22. Lease - A grant of possession and use of land by the Tribe or a tribal member for a fixed and definite period of time under the conditions set forth in this Chapter and any other contained in the document itself.
23. License - See Permits
24. Life Interest - The right to hold land for a duration of time measured by the life of a person.
25. Penobscot Indian Territory - The lands of the Penobscot Indian Nation as defined in Section 6205 (2) of "An Act to Implement the Maine Indian Claim Settlement," P.L. **1979, c. 732.**
26. Penobscot Nation Land Committee - The Tribal Committee created by this Act. The Penobscot Nation Land Committee, hereinafter also referred to as the Land Committee or the Committee is authorized to exercise duties as provided by this Act.
27. Penobscot Reservation - The lands of the Penobscot Nation as defined in Section 2-A of Subchapter IV of this Chapter.

28. Permits - As used in this Chapter a Permit or license is a grant of permission to an individual person or entity by the Penobscot Nation to use the Nation's land under such terms and conditions as the Nation may allow.
29. Probate Rules of the Penobscot Nation - The Probate Rules adopted by the Penobscot Nation and contained in Subchapter V of this Chapter.
30. Release deed -An instrument for the transfer of land between tribal members which grants the grantee, without warranty or guarantee, whatever rights the grantor has in the property.
31. Residency - A factual place of abode. Upon entering Penobscot Reservation or Trust Land a member of the Penobscot Nation immediately becomes a resident. (See Subchapter VI -Section 1 of this Chapter)
32. Survivorship -The fact of outliving another person or persons. The right of survivorship gives to the living of two or more persons an interest in or ownership of property. It is incident of an estate in joint tenancy under which the entire estate, on the death of a joint tenant, remains in the survivor or survivors.
33. Transfer - To convey or pass title to, or an interest in real property from its owner or owners to another or others as provided by this Act.
34. Treaties - Agreements entered into between the Penobscot Nation and other Sovereign States or Nations, and in particular the Treaties of 1796, 1818, and 1820 which are included in this Chapter as Subchapter I.
35. Trust Lands - Those lands of the Penobscot Nation acquired by the United States of America in Trust for the Penobscot Nation after October 10, 1980. (See Subchapter IV - Section 3)
36. Tribal lands - All air, land, and water, tangible and intangible rights issuing out of, annexed to, and exercisable within or about air, land, water, surface or sub-surface, now held or hereafter acquired by the Penobscot Nation.
37. Tribal Laws - The laws adopted by the Penobscot Nation at General Meetings and those adopted as interim measures until modified by a General Meeting.
38. Unassigned Lands -All land owned by the Penobscot Nation or held in trust on behalf of the Penobscot Nation by the United States that has not been transferred by assignment deed, lease, or permit as provided by this Chapter.

SUBCHAPTER III  
Land Committee

Section 1 - Land Committee Created

There is hereby created and continued the Penobscot Nation Land Committee possessing all powers provided herein to carry out the full scope of its responsibilities and duties related to land and land use. The Penobscot Chief and Council is solely responsible for all governmental relationships, Federal and State, and reserves those powers of government, except where expressly delegated to the Land Committee.

Section 2 - Quorum, Terms of Service, Vacancies

The Committee shall be composed of 5 members of the Penobscot Nation of which 3 members must be present to compose a quorum for the purposes of conducting all meetings. Committee members shall be appointed by the Chief and Council for terms of four (4) years each. No two members of the Committee shall be related to each other within the second degree of kinship. Any vacancies arising shall be filled by the Chief and Council within sixty (60) days of any such vacancy for the remainder of the term(s) of office.

Section 3 – Meetings, Agenda

The Tribal Clerk shall call the first meeting of the Land Committee to be held on the second Wednesday of October. At its first meeting, the Committee shall elect a Chairperson and Vice-Chairperson and shall establish Rules and Procedures for the conduct of the meetings.

The agenda for regular monthly meetings must be posted at three conspicuous public places for at least two weeks prior to any meeting wherein such agenda is to be acted upon, and such agenda may be modified only upon a determination that such modification is essential to the public interest by the affirmative vote of at least three (3) members. Special meetings may be called by the Chairman at any time.

#### Section 4 - Duties

As provided by this Act, the Committee shall execute its duties under the Land Laws of the Penobscot Nation and shall recommend land use regulations to the Chief and Council; shall recommend to the Tribal Council any necessary changes in the Land Laws; and shall report to the Chief and Council the Committee's activities as the Chief and Council shall direct.

#### Section 5 - Protection of Individual Rights & Confidentiality

All proceedings before the Land Committee shall be conducted in such a manner as to ensure the protection of individual rights and confidentiality as provided by Tribal Law. When an executive session is necessary to preserve confidentiality, the meeting may be closed to the public.

#### Section 6 - Conflict of Interest of Committee

Any member of the Committee who is a party subject to a proceeding before the Committee or holds any interest in land under the Committee's consideration shall be deemed to have a conflict of interest and shall not be allowed to participate and vote on that particular matter. The remaining members of the Committee shall decide the matter by at least three (3) affirmative votes.

Any member of the Committee who is a relative within the 2<sup>nd</sup> degree of kinship to a party subject to a proceeding before the Committee or holds any interest in land under the Committee's consideration shall be deemed to have a conflict of interest and shall not be allowed to participate and vote on that particular matter. The remaining members of the Committee shall decide the matter by at least three (3) affirmative votes.

#### Section 7 - Absence from Meetings, Removal from Committee

Any Committee member absent from any three (3) successive regular meetings shall be removed from the Committee by the Chairperson and a majority vote of the Committee, provided such absence was not excused by the Chairperson for Health or other personal reasons. However, absences from a scheduled meeting may be excused after the fact by the Chairperson for showing good cause. A Committee member may also be removed for cause upon a complaint presented by a tribal member(s) alleging specific ground to include, but not limited to:

- A. Breach of confidentiality (Section 5 of this Subchapter);
- B. Absences;
- C. Participating in violation of conflict of interest (Subchapter VII Section 6).

Removal shall be accomplished by an affirmative vote by at least eight (8) members of the Tribal Council at any regular meeting.

## Section 8 – Studies to be Conducted, Reports Submitted

The Penobscot Land Committee is empowered to conduct a study of all assignments of lands. The Land Committee shall submit an annual report to the Tribal Chief and Council which, but without limitation, shall include recommendations regarding the status of common-undivided land, heirship, probate, water, land use, boundaries, property appraisals, and other related areas.

Upon the acquisition of land within the Indian Territory and of other land beyond such defined limits, the Land Committee is empowered to conduct studies on all pertinent leases or contracts made prior to the effective date of this Act and all other such leases or contracts and permits thereafter.

## Section 9 - Appeals Process for Members

Any enrolled member of the Penobscot Nation as party subject to any decision pursuant to a proceeding heard before the Committee may enter a petition for appeal before the Committee provided, however, that such petition is submitted within thirty (30) days of the notification of the Committee's decision in writing.

Failure of the Committee to resolve the matter within ninety (90) days of receipt of any petition for appeal shall constitute grounds for immediate appeal to the Chief and Council.

## Section 10- Coordination of Tribal Departments and Programs

The Committee upon authorization of the Chief and Council shall coordinate tribal departments and programs to assist the Committee in making determinations and recommendations.

The Department of Trust Responsibilities shall serve as the Administrative Unit and shall assist the Committee in making appraisals and determinations of property values for the use of tribal government in computing formulae in ascertaining Federal and State Allocations for schools and other programs.

## Section 11- Policies, Procedures (See Subchapter VIII)

The Land Committee may establish such policies, regulations, and procedures as may be necessary to carry out the purposes of this Act. Such policies, regulations, and procedures must be approved by the Chief and Council in order to have the force of law. Such policies as thus approved shall continue until modified or repealed by the Chief and Council.



## Section 12 - Delegation of Function and Duties

Whenever the land Committee, because of vacancies is unable, in the opinion of the Chief and Council, to perform its functions and duties, the Chief and Council shall delegate such functions and duties to the Department of Trust Responsibilities.

Any delegation of the Committee's functions and duties to the Department of Trust Responsibilities shall continue for a period of sixty (60) days or until the vacancies are filled, whichever shall occur first.

SUBCHAPTER IV  
PENOBSCOT NATION LANDS

1. All lands owned by the Penobscot Nation are divided into three categories - Reservation Land, Trust Land, and Fee Land.
  
2. Penobscot Reservation Lands

A. Area Included

The Penobscot Indian Reservation consists of all those lands which were reserved by the Nation under the terms of the Treaty of Bangor made with the Commonwealth of Massachusetts on June 29, 1818, and any lands that are added to the Reservation after that date but does not include those lands that have been legally transferred to a person or entity other than a member of the Penobscot Nation subsequent to June 29, 1818, and prior to October 10, 1980. The Penobscot Reservation also consists of any and all lands identified in 30 M.R.S.A. §6203 (8), as amended, and includes but is not limited to all the islands in the Penobscot River and its branches to their source or sources including but not limited to the East Branch of the Penobscot, the West Branch of the Penobscot, the Mattawamkeag and the Piscataquis River together with all the rights, privileges and appurtenances thereunto belonging including those named in Subchapter II, Section 36 of this Chapter.

B. Survey

Survey of the Penobscot Indian Reservation and field notes thereof, as made under Chapter 158 of the Maine Public Laws of 1835 and Chapter 396 of the Maine Public Laws of 1839 and any subsequent surveys and corrections and revisions thereof, shall be deemed authentic in all matters to which they relate.

C. Assignments

The Land Committee upon application of any Penobscot Tribal member, eighteen (18) years of age or more, may recommend to the Chief and Council that a suitable lot be separated from the unassigned lands of the Nation, if any, and the Chief and Council may assign a lot to the applicant for such fee and under such conditions as they may find just and necessary.

No tribal member is eligible for a land assignment within the Penobscot Nation Indian Territory if they have been convicted of a criminal offense involving drug trafficking or sex crimes that are punishable by a sentence of more than one (1) year's imprisonment within the ten (10) years preceding the application for land assignment.

#### D. Rights of Assignees

A member of the Penobscot Nation holding lands under an assignment made under the authority of this Subchapter or of any previous statute or customary practice dealing with Penobscot Nation Lands may sell and convey the same to any member of the Penobscot Nation. No assignment may be conveyed or owned by any person or entity who is not an enrolled member of the Penobscot Nation. Except for the restrictions contained in this Chapter and restrictions that may be imposed by any grantor of land within the deed of conveyance, an owner of an assignment of Penobscot Land has all the rights and privileges of any holder of a fee simple title. The Chief and Council may enter into agreements with a person or entity, not a member of the Penobscot Nation, which directly affects lands owned or leased by members of the Penobscot Nation; provided that whenever there are negotiations that culminate in a proposed agreement, the Chief and Council will fully inform the affected tribal members that such negotiations have been conducted and will provide an assessment of any compensation which may be due to the affected tribal members.

Every agreement made by the Chief and Council with a person or entity, not a member of the Penobscot Nation adversely affecting lands owned or leased by individual Penobscot Tribal members must contain a section providing for just compensation for any damages caused or proposed to be caused to the real property of individual Penobscot Tribal members as a result of the actions of any such non-member person or entity party to such agreement.

#### E. Transfer of Assigned Land

Any member of the Penobscot Nation holding lands within the Penobscot Indian Reservation by assignment, transfer, inheritance, or otherwise may transfer the same to any other member of the Penobscot Nation by release deed or such other instrument, sufficient to convey interests in land and such deed or instrument shall be valid to convey any interest provided that it complies with all conditions and provisions of the Penobscot Nation Land Laws.

No member of the Penobscot Nation holding land within the Penobscot Indian Reservation by assignment, transfer, inheritance, or otherwise shall convey the same to anyone who is not a member of the Penobscot Nation. Any such attempted transfer or conveyance shall be null, void, and of no legal effect.

A valid transfer of assigned land to two or more members shall be construed as creating a tenancy in common unless otherwise stated in the Deed of Conveyance. Joint Tenancies may be created and terminated as follows:

Conveyances not in mortgage and devises of land to two or more persons create Estates in Common unless otherwise expressed. Deeds in which two or more grantees are named as joint tenants shall be construed as vesting an estate in such grantees with the right of survivorship.

Any member of the Penobscot Nation who by abandonment or otherwise loses membership in the said Nation forfeits all lands and the same shall escheat to the Penobscot Nation with the status of unassigned land.

F. Lease of Assigned Land by Owner

Any member of the Penobscot Nation holding lands within the Penobscot Indian Reservation by assignment, transfer, inheritance, or otherwise may lease the same to any other member of the Penobscot Nation for such term and under such conditions as the landowner may determine and such lease shall be valid provided that it complies with all conditions and provisions of the Penobscot Nation Land Laws.

G. Lease of Tribally Owned Reservation Lands to Members

The Land Committee, with the approval of the Chief and Council, may lease non-assigned Reservation Lands to members only for any reasonable period of time, setting such fees or other conditions as may be necessary. All such Leases must be recorded with the Department of Trust Responsibilities and the Registry of Deeds of the County in which the real property is located before they shall be effective. Should any Lessee abandon, relinquish, or otherwise lose membership in the Penobscot Nation any lands leased by such Lessee shall immediately be forfeited to the Nation, and the lease be terminated.

H. Lease of Tribally Owned Reservation Lands to Non-members

Where necessary for the development of Tribal business enterprises or where otherwise deemed by the Council to be necessary for governmental purposes, the Chief, upon review and recommendation of the Land Committee and with the approval of a majority of Council members, may lease non-assigned reservation lands to non-members, or grant to non-members a security interest in a leasehold on non-assigned reservation lands. Any lease or leasehold security interest shall be for a term not to exceed twenty-five years. With the consent of the Council, the lease or leasehold security interest may include a provision authorizing renewal for one additional term not to exceed twenty-five years. No lease granted under this Section may be transferred to another person or entity without the consent of the Chief and Council.

Non-compliance with the applicable land and land use laws and regulations of the Penobscot Nation at any time during the life of any lease shall render the lease null and void. This section shall be restricted to the Ice Arena financing and Olamon Industries. Future businesses requiring treatment as prescribed under this Section shall be considered separately for addition to this Section of the Penobscot Nation Land laws.

I. Licenses and Permits

Except for emergency situations, upon review and recommendation of the Land Committee by majority vote, the Chief may authorize a permit or license to be issued to any person or entity for land use and work related to activities within the boundaries of the Penobscot Reservation for such term and under such conditions as the Land Committee may determine and provided that such authorization is approved by seven (7) affirmative votes of the Council.

All such permits and licenses are subject to the following conditions:

- (1) No work permit which allows for the harvesting of trees, timber or grass, for the exploration for or the mining of minerals, for agricultural purposes, or for water-related activities shall have effect for more than one year.
- (2) Holders of permits shall abide by the land use laws and regulations of the Penobscot Nation.
- (3) Non-compliance with the land and land use laws and regulations of the Penobscot Nation shall render the permit null and void.
- (4) Entry onto Penobscot Nation Lands for land use or work-related activities without an effective permit shall constitute trespass subject to removal and any appropriate civil or criminal penalties.
- (5) Such fees or payments may be charged as the Chief and Council upon recommendation of the Land Committee may consider just and necessary. No such fee or charge may be refunded if a permit is voided for non-compliance with Tribal Law.
- (6) No permit or license granted under this Section may be transferred to another person or entity without the consent of the Chief and Council.
- (7) Upon final approval of its Annual Operating Plan by the Tribal Council, the Department of Natural Resources is authorized to issue all necessary permits and enter into logging contracts under such conditions and regulations as may be required by the Council, provided however that all applicable conditions listed in this section are complied with.

(8) No research of any type may be conducted in or on Penobscot Territory without the express written consent of the Penobscot Chief and Council and where applicable, a right of way as required by federal law. Any person or entity violating this section shall be deemed guilty of trespass as specified in Section 2 (1)(4).

3. Trust Lands

A. Area Included

Penobscot Nation Trust Lands include all those lands purchased since October 10, 1980 and conveyed to the United States of America in Trust for the Penobscot Nation.

B. Surveys

Surveys of Penobscot Nation Trust lands as made by the Bureau of Land Management of the United States Department of the Interior shall be deemed authentic in all matters to which they relate.

C. Assignments

Upon recommendation of the land Committee to the Chief and Council, Penobscot Nation Trust Lands may be assigned to any member of the Penobscot Nation under the same conditions as Penobscot Nation Reservation Land described in Section 2, Subsections A-F inclusive of this Subchapter.

It is the intent of this section that each tribal member is eligible for only one (1) assignment through application to the Land Committee; provided, however, this section does not prohibit a member from acquiring tribal lots through purchase or inheritance.

D. Leases of Trust Land to Penobscot Nation Members

The Land Committee, with the approval of the Chief and by seven (7) affirmative votes of the Tribal Council may lease non-assigned Trust Lands to members only for any reasonable period of time, setting such fees or other conditions as may be necessary. All such Leases must be recorded with the Department of Trust Responsibilities and the Registry of Deeds of the County in which the real property is located before they shall be effective. No lease shall be transferrable without the consent of the Chief and Council. Should any Lessee abandon, relinquish, or otherwise lose membership in the Penobscot Nation any lands leased by such Lessee shall immediately be forfeited to the Nation, and the lease be terminated.

E. Leases of Trust Land to Non-members

Where necessary for the development of Tribal business enterprises or where otherwise deemed by the Council to be necessary for governmental purposes, the Chief, upon review and recommendation of the land Committee and with the approval of a majority of Council members, may lease non-assigned Trust lands to non-members, or grant to

non-members a security interest in a leasehold on non-assigned Trust lands. Any lease or leasehold security interest shall be for a term not to exceed twenty-five years. No lease granted under this Section may be transferred to another person or entity without the consent of the Chief and Council. Non-compliance with the applicable land and land use laws and regulations of the Penobscot Nation at any time during the life of any lease shall render the lease null and void.

F. Licenses and Permits

Upon review and recommendation of the Land Committee the Chief and Council may authorize the issuance of a license or permit to any person or entity for land use and work-related activities within the boundaries of Penobscot Nation Trust Lands under the same provisions and conditions as Penobscot Reservation Lands described in Section 2, Subsection I of this Subchapter.

4. Condemnation Authority of the Chief and Council

After the adoption of a resolution declaring that the acquisition of the real property described therein is necessary, the Tribal Chief with the approval of seven (7) members of the Council of the Penobscot Indian Nation shall have the right to acquire, by the exercise of the power of Condemnation, any real property within the Reservation and Trust lands of the Nation which they may deem necessary for public purposes. No private property, including, but not limited to assignments, leases, or other interests in land shall be taken for a public use without the payment of just compensation to the owners.

5. Archaeology

A. Except for individually owned lands, all archaeological materials or artifacts discovered within Penobscot Nation Reservation or Trust lands belong to the Nation. Any person, partnership, corporation, association, or organization wishing to conduct an archaeological or historical excavation within Penobscot Nation Reservation or Trust lands must obtain the permission of the Chief and Council and of any private landowner or owners concerned.

B. Any person, partnership, corporation, association, or organization conducting, assisting, or supporting in any manner any historical, archaeological, or paleontological excavation within Penobscot Nation Reservation or Trust lands shall report such activity and the location of such activity to the Chief and Council together with the results obtained and a detailed listing of any materials or objects found of an archaeological and/or historical value. Such materials or objects are the property of the Nation but may be loaned for study by qualified persons or organizations.

6. Indian Bones

From the date this Act becomes effective, all Indian skeletons and bones that come into the possession of any person, state department, or organization, whether public or private, shall be transferred to the appropriate Indian Tribes in Maine for reburial.

Prior to the time of transfer to the Indian Tribes, any such Indian bones or skeletons found may be subjected to scientific study by persons skilled in the anthropological and archaeological fields, but in no instance may such study continue longer than one year from the time of the bones' discovery, before being transferred to the Indian Tribe.

7. Fee Lands

A. Area Included

All Lands of the Penobscot Nation that are not in either the category of Reservation Land or Trust Land are owned by the Nation in Fee and are owned under and are subject to all laws and regulations of the State of Maine relating to land and land ownership.

B. Leasing

All Laws of the State of Maine concerning leasing shall apply on Penobscot Nation Fee Lands and in addition the following conditions shall also apply:

- (1) Leases for camp lots shall be renewable on an annual basis
- (2) No lease for any purpose shall exceed a term of twenty-five (25) years
- (3) The Land Committee shall set fees and other conditions under which a lease may be issued
- (4) Members of the Penobscot Nation may be issued a lease for the term of their natural lives on fee lands of the Nation.

C. Licenses and Permits

Licenses and Permits may be issued for land use and other purposes on fee lands in the same manner as they are issued for the same purposes on Reservation and Trust Land.

8. Tribal Clerk Certification and Approval of Deeds, Leases, Permits, and other such Land Related Documents and Validation of such Instruments heretofore made

- A. All conveyances of Penobscot lands whether the conveyance is of Reservation, Trust, or Fee Land shall be properly executed and acknowledged, and the certification of the Tribal Clerk shall be written thereon. Said conveyances shall be recorded in the Registry of Deeds of the County in which the land is located, and a copy kept at the Department of Trust Responsibilities and until recorded, no conveyance shall pass any right, title, or interest in land.
- B. All permits or licenses issued for land use related activities within any of the lands of the Penobscot Nation, Reservation, Trust, or Fee shall be properly executed and



acknowledged and the certification of the Tribal Clerk written thereon. Any such permit or license issued for a period longer than one year shall be recorded in the Registry of Deeds of the County in which the land concerned is located, and a copy kept at the Department of Trust Responsibilities. No permit or license for land use issued for a period of longer than one year shall be valid until recorded in the Registry of Deeds of the County in which the land concerned is located.

- C. All instruments made for the conveyance of real property pursuant to Subsection A and duly recorded in the Registry of Deeds of the County within which the real property is located and otherwise valid, except that the same was not in the form of a Release Deed or such other instrument sufficient to convey interests in land under the laws of the Penobscot Nation, or did not contain the approval and certification of the Tribal Clerk, or containing other defects may be reviewed by the land Committee. Recommendations for the correction of any of the above-named defects found by the Committee shall be made to the Chief and Council for action thereon.

## SUBCHAPTER V

### PROBATE

#### 1. Inheritance of assigned land

Land held by assignment may be transferred upon the death of the member holding the assignment only in accordance with the rules set forth in this Subchapter. Except as expressly provided in this Subchapter, no right or interest in land within Penobscot Indian Territory may be acquired by inheritance or devise by anyone other than a member of the Penobscot Nation.

#### 2. Transfer by Will

When a member of the Penobscot Nation dies owning an interest in land within the Penobscot Indian Reservation or Trust Lands under an assignment, and leaves a valid will, the interest in land shall become the property of the members of the Penobscot Nation to whom the property is devised under the terms of the will. No provision of a will which attempts to devise an interest in such land, or in the proceeds from the sale or lease of such land, to a non-member of the Penobscot Nation, shall be valid or enforceable.

#### 3. Transfer by Intestate Succession

When a member of the Penobscot Nation dies owning an interest in land within Penobscot Nation Reservation or Trust Lands under an assignment, but leaves no valid will, the interest shall descend according to the following rules:

- A. If the deceased member is married at the time of his or her death to a member of the Penobscot Nation, the interest shall become the sole property of the spouse of the deceased member;
- B. If the deceased member is not married at the time of his or her death to a member of the Penobscot Nation, the interest shall become the property, in equal shares, of his or her living children who are members of the Penobscot Nation; or if no such children exist, of his or her living grandchildren who are members of the Penobscot Nation;
- C. If the deceased member is not married at the time of his or her death to a member of the Penobscot Nation and leaves no living children or grandchildren who are members of the Penobscot Nation, the interest shall become the property, in equal shares, of his or her living parents who are members of the Penobscot Nation; or if no such parents exist, of his or her living brothers and sisters who are members of the Penobscot Nation. Relatives of the half-blood inherit the same share they would inherit if they were of the whole blood.

D. If the deceased member leaves no living spouse, children, grandchildren, parents, brothers, or sisters who, are members of the Penobscot Nation, the interest shall revert to the ownership of the Penobscot Nation.

4. Rights of Surviving Spouse

The non-member spouse of a member of the Penobscot Nation who resides at the time of such member's death on land held by such member under an assignment shall, upon the death of such member, have the right to occupy such residence for life. This right shall take precedence over the devise or inheritance of such assigned land to a person other than such spouse, but the assigned land shall pass upon death to the persons entitled thereto by inheritance or devise subject to the non-member spouse's rights of occupancy. The right of a non-member spouse to occupy such residence shall be contingent upon compliance by such non-member spouse with all provisions of the Penobscot Nation Land and Residency Laws, including assent to the jurisdiction of the Penobscot Nation as provided therein, and upon re-marriage to a non-member of the Penobscot Nation, such non-member spouse may be removed in accordance with the Penobscot Nation land and Residency laws.

5. Administration of Estates

The provisions of the Maine Probate Code governing the administration of estates, the interpretation of wills, and other applicable provisions of such Code, shall to the extent consistent with the provisions of this Law be applicable to the administration of estates with respect to the inheritance and devise of interests in assigned land; provided, however, that no personal representative shall have the authority, acting in such capacity, to sell or otherwise convey an interest in such land except for the purpose of distributing such land to the persons entitled thereto under this section.

6. Jurisdiction of Tribal Court

The Penobscot Tribal Court shall have exclusive jurisdiction over the inheritance and devise of rights in assigned land, and no judgment of any other court purporting to affect such rights shall be of any validity in determining such rights, provided, however, that rights in assigned land held by members of the Penobscot Nation under judgments entered prior to October 1, 1983, by a court of probate jurisdiction of any State which had jurisdiction over the estate of a member of the Penobscot Nation for other purposes, shall be recognized as valid by the Penobscot Nation and may be challenged only on grounds otherwise sufficient to attack such judgment or on the grounds that such judgment purports to give an interest in such land to a non-member of the Penobscot Nation. The Penobscot Tribal Court shall, upon petition of any interested persons affording them an opportunity to be heard upon the merits of such petition,

make a determination of rights in assigned land passing by inheritance or devise under the provisions of this section, whether or not any other portion of the affected estate is before the court for probate proceedings. Such proceeding for the determination of rights in assigned land shall be a simplified civil proceeding and shall not be governed by the Rules of Civil or Probate Procedure except to the extent that the Court shall, by order, determine to be necessary to afford an adequate opportunity for all interested parties to be heard and to present evidence on the merits of the petition.

7. Effect on Rights of Non-members

Land held under assignment by a member of the Penobscot Nation shall not be deemed a property right or otherwise considered as part of the estate of a deceased member of the Penobscot Nation for purposes of determining the rights in such estate of any non-member of the Penobscot Nation, and no order of any court providing for the distribution, sale, or other application of such assigned land in connection with the probate of such member's estate shall be valid or enforceable. Interests in assigned lands may be transferred upon death only pursuant to this Land and Residency Law.

8. Effect on Pending Proceedings

This Subchapter is intended to codify the laws, customs, and practices of the Penobscot Nation governing rights in assigned land upon the death of a member of the Penobscot Nation and shall be applicable to all proceedings in the Penobscot Tribal Court after the date of adoption of this Subchapter including proceedings pending at the time of such adoption. Nothing in this section shall affect the validity of any judgment of the Penobscot Tribal Court entered prior to such adoption.

## SUBCHAPTER VI

### RESIDENCY

#### 1. Residency

By virtue of longstanding customs and traditions of the Penobscot Nation, its lands are viewed, and so defined, as the domicile for enrolled members. Enrolled members when entering Penobscot Lands shall immediately be deemed residents. Only enrolled members of the Penobscot Nation, and non-members holding valid residency permits, may reside or be commorant on Reservation lands or any lands within Indian Territory.

In accordance with the tribal customs and traditions of the Penobscot Nation, the Maine Indian Claim Settlement Act of 1980 (PL 96-420) and the Maine Implementing Act, (Chapter 732 of PL of 1979) the Penobscot Nation shall have exclusive jurisdiction over all violations of the Residency Laws and shall exercise such jurisdiction as follows: The Chief and Council is hereby recognized and authorized by law to regulate residency within the Penobscot Nation Reservation and Trust lands. Further, the Tribal Court of the Penobscot Nation is duly recognized and authorized by law to review and decide upon all matters concerning residency and related issues arising within the jurisdiction of the Penobscot Nation. Moreover, the Chief and Council, in its discretion, may exercise its authority to enforce Tribal Laws and Ordinances through any and all reserved powers retained as the Tribal Government of the Penobscot Nation.

#### 2. Residency Permits Required for Non-members on Penobscot Reservation Lands

On and after July 7, 1981, all persons who are not enrolled members of the Penobscot Nation and who reside or wish to reside or be commorant within the Reservation Lands of the Penobscot Nation shall be required to obtain a residency permit from the Chief and Council.

As of the effective date of this Act, the Chief and Council will require proof of income from any individual applying for a residency permit. Further, tribal members serving as sponsor for the individual applicant shall be held responsible for all actions of the applicant on Reservation Lands during the period authorized by the permit. Unless otherwise provided by the Chief and Council, this requirement will not extend to individuals previously issued a residency permit.

#### 3. Issuance of Residency Permit

The Chief, upon review and approval of 3/4 of the total membership of the Council may issue a residency permit to any non-member person who applies and proves, by a preponderance of the evidence, submitted in person before the Chief and Council, that

he or she has legitimate reason to reside or be commorant within the Reservation lands of the Penobscot Nation and is sponsored by an enrolled member of the Penobscot Indian Nation. Temporary permits may be issued for 20 days but less than 30 days to tourists and other visitors by the Chief or his designee. General permission to attend conventions, conferences, or other large meetings may be granted by the Chief and Council at their discretion.

4. Issuance of Special Permits by Chief, Council Review and Approval by Majority Vote

The following non-member persons may be accorded special permits by the Chief upon review and approval by majority vote of the total membership of the Council:

- A. spouses of enrolled members of the Penobscot Nation, provided that, during marriage, residency is in the same household as his or her member spouse;
- B. spouses of enrolled members upon death of the member spouse;
- C. spouses of enrolled members upon divorce or legal separation, who have been granted legal custody to raise children who are enrolled members to the age of 18 years;
- D. dependent children, including any child, foster child, stepchild, or legally adopted child, of enrolled members or non-members holding a valid residency permit, provided that the child is less than 18 years of age and resides in the same household; and
- E. non-member parents of enrolled members who are dependent on an enrolled member (within the 2<sup>nd</sup> degree), provided that the non-member resides in the same household; or is deemed to be in the custodial care by an enrolled member upon review by the Council.

5. Documentation for Special Permit

The Chief and Council may require of the applicant for a residency permit any documentation that they deem reasonable, including, but without limitation, a marriage license, birth certificate, adoption papers, property settlement, or divorce.

6. Terms of Residency on Reservation Lands, Fees, Other Qualifications, Expiration

The Chief and Council may promulgate, in writing, terms of residency, fees and other qualifications for residency. Notwithstanding any conditions imposed by the Chief and Council, a residency permit will expire automatically:

- A. if held by a non-member spouse without children who are enrolled members to raise, upon divorce from the member spouse; or
- B. if held by a divorced non-member parent raising children who are tribal members, upon the youngest such child becoming 18 years of age; or
- C. if held by a minor; upon his or her becoming 18 years of age; or
- D. if held by a non-member spouse who is divorced, upon his or her marriage to another person who is not an enrolled member of the Penobscot Nation; or
- E. if held by a non-member spouse whose member spouse has died, upon his or her marriage to another person who is not an enrolled member of the Penobscot Nation, unless prior to the marriage, the non-member parties have secured a residency permit under the provisions of Sections 3 or 6 F of this Subchapter; or
- F. if held by another person, annually, or upon the expiration of the conditions on which the permit was issued, whichever occurs first.

7. Permits for Residency on Trust Lands

As of July 7, 1981, all persons who are not enrolled members of the Nation and who reside or wish to reside or be commorant within Trust Lands of the Penobscot Nation shall be required to obtain a residency permit from the Chief and Council.

8. Issuance to Non-member by Chief and Council Review and Approval by 3/4 Vote

A permit for residency on Trust lands of the Penobscot Nation shall be issued by the Chief to any non-member upon review and approval by 3/4 vote of the total membership of the Council provided the individual is sponsored by an enrolled member of the Penobscot Nation and proves by a preponderance of the evidence submitted in person before the Chief and Council, that he or she has a legitimate reason to reside or be commorant within Penobscot Nation lands in the same manner as provided by Section 3, of this Subchapter. Temporary permits may be issued to tourists and other visitors by the Chief or his designee, for periods of up to thirty days.

9. Documentation for Permit

The Chief and Council may require of the applicant for a residency permit any documentation which they deem reasonable.

10. Terms of Residency on Penobscot Trust Lands, Fees, Other Qualifications, Expirations

The Chief and Council may promulgate, in writing, terms of residency, fees, and other qualifications for residency. Notwithstanding any conditions imposed by the Chief and Council, a residency permit will expire automatically:

- A. Upon non-compliance with the land or land-use laws and regulations of the Penobscot Nation; or
- B. Upon the violation of terms specified on a land-use permit; or
- C. Upon the expiration of the conditions on which the permit was issued or on an annual basis, whichever occurs first.

11. Conditions, Issuance and Expiration Dates, Signatures

All residency permits shall specify the conditions on which the permit was issued, if any; the date of issue and the date of expiration; and shall be signed by the Chief and the permittee as witnessed by the Tribal Clerk.

12. Waiver to Penobscot Nation Jurisdiction

Each person receiving a residency permit from the Chief and Council shall sign a sworn statement in the presence of legal counsel that the individual consents to the civil or criminal, whenever applicable, regulatory, and taxing jurisdiction of the Penobscot Nation, as a condition of receiving the permit, and further agrees to be subject to suit or prosecution, whenever applicable, in the Penobscot Nation Tribal Court on any matter arising within the jurisdiction of the Penobscot Nation.

13. Review of Residency Permits and Possible Violations

The Chief and Council shall meet quarterly to review and update the list of non-member residents with permits or who have applied for permits, and any requests to review individual non-members who may be required to apply for residency permits.

Thirty (30) days prior to the quarterly meeting of the Chief and Council, the Tribal Clerk shall post a notice in three conspicuous places on Indian Island and in each issue of the Community Flyer published in that period, that a meeting of the Council is to be held for the purpose of reviewing and updating the list of those persons permitted to live or be commorant on Penobscot Indian Reservation or Trust lands, including requests to review individual non-members who may be required to apply for residency permits.



Within ten (10) days after the Quarterly meeting of the Chief and Council, the Tribal Clerk will post notice of the following information in three (3) conspicuous places on Indian Island:

1. Minutes of the Quarterly meeting;
2. Listing of non-member residents previously granted a permit;
3. Listing of non-member residents who had applied and were granted a permit; and
4. Listing of non-member residents who had applied and were granted a permit, but have failed to renew their permit or whose permit has otherwise expired; and,
5. Listing of non-member residents who had applied and were denied a permit or have been proven to be resident in violation of the residency law.

After a thirty (30) day period of such notice, the Chief and Council shall take any and all appropriate actions to remove those individuals whose permits have expired, who were denied a permit, or who have failed to apply for such permit and have not voluntarily left the Penobscot Nation Reservation or Trust lands.

Any individual, residing on Penobscot Nation Reservation lands, whose permit has lapsed beyond the stated period or has failed to apply for a permit will be provided this thirty {30} day period to renew or apply for a residency permit; however, such individuals will be required to appear before the Chief and Council.

The Chief and Council may develop such policies and guidelines as shall be necessary to carry out the purposes of the Residency Laws.

14. Removal of Non-Member Person Without Valid Residency Permit, Procedure

Any non-member individual who shall reside or be commorant upon Penobscot Nation Reservation or Trust Lands without a valid residency permit pursuant to this Subchapter, excepting a person of religious organizations as previously determined by the Chief and Council shall be in civil violation of §§ 1, 2, 3, 6, 7, 10, or 13 of this Subchapter and will be removed from the Penobscot Nation Reservation or Trust Lands upon the service of process by the Law enforcement agency of the Penobscot Nation. Appearance before the Tribal Court shall not constitute a violation of this Subchapter.

15. Removal of Non-members Without Valid Permit and Who Violate Tribal Law

Any non-member individual who shall reside or be commorant upon Penobscot Nation Reservation or Trust Lands without a valid residency permit pursuant to this Subchapter

and who has been cited by the Law enforcement agency of the Penobscot Nation to be in violation of any civil or criminal law of the Penobscot Nation will be removed from the Penobscot Nation Reservation or Trust Lands pending arraignment before the Tribal Court. Appearance before the Tribal Court shall not constitute a violation of this Subchapter.

16. Fines and Other Penalties

The Tribal Court may establish a schedule and penalties for violations of this Subchapter.

SUBCHAPTER VII

FORMS, MISCELLANEOUS, AMENDMENTS

1. Application Forms

A. Application for Assignment

Applicant's Full Name: \_\_\_\_\_

Residence: .....

City

State

Mailing Address: \_\_\_\_\_  
Number and Street

\_\_\_\_\_

City

State

Zip Code

Telephone Number of Applicant: \_\_\_\_\_

Accurately describe the land, including approximate acreage and location, and a statement as to the proposed use of the assignment.

APPLICANT

Signature \_\_\_\_\_

Date .....

B. Application for Lease

Applicant's Full Name: \_\_\_\_\_

Residence: .....

City

State

Mailing Address: \_\_\_\_\_  
Number and Street

\_\_\_\_\_

City

State

Zip Code

Telephone Number of Applicant: ( \_\_\_\_\_

Accurately describe the land, including approximate acreage and location, the term of the lease, and a statement as to the proposed use of the lease.

APPLICANT

Signature \_\_\_\_\_

Date \_\_\_\_\_

C. Application for Permit

Applicant's Full Name: \_\_\_\_\_

Residence: \_\_\_\_\_

City

State

Mailing Address:

Number and Street

\_\_\_\_\_ City

State

Zip Code

Telephone Number of Applicant: \_\_\_\_\_

I am applying for a permit for the following purpose and reason(s):

APPLICANT

Signature \_\_\_\_\_

2. Deeds

A. Assignment Deed

*Be It Known To All People By These Presents,* That THE PENOBSCOT INDIAN NATION, a Federally recognized sovereign Indian Tribe, whose seat of government is situated at Indian Island No. 1, Penobscot Indian Nation, County of Penobscot, State of Maine, grants, sets off and assigns to \_\_\_\_\_ a member of the Penobscot Indian Nation,

\* \* \* \* \*

(Description of Land Grant)

To have and to hold, the above granted premises, with all the privileges and appurtenances thereof, to the said

heirs and assigns forever,

subject, however, to all applicable conditions and provisions of the Penobscot Nation Land and Residency Laws.

In Witness Whereof, The Penobscot Indian Nation in accordance with a vote of its Tribal Council has caused this instrument to be subscribed by its Chief, duly authorized, who has hereunto set \_\_\_\_\_ hand and caused the seal of the Penobscot Nation to be hereunto affixed this day of \_\_\_\_\_, 20\_\_.

Witness

\_\_\_\_\_ By \_\_\_\_\_

Chief, Penobscot Nation

Seal

PENOBSCOT INDIAN NATION

State of Maine

County of \_\_\_\_\_ ss. \_\_\_\_\_, 20

Then personally appeared the above-named Chief of the Penobscot Nation and acknowledged the above instrument to be free act and deed in \_\_\_\_\_ capacity as Chief.

Before me,

\_\_\_\_\_  
NOTARY PUBLIC

B. Release Deed

*Be It Known To All People By These Presents, That* \_\_\_\_\_ in consideration of \_\_\_\_\_ paid by \_\_\_\_\_ the receipt whereof is hereby acknowledged, do hereby remise, release, sell and forever quit-claim unto the said \_\_\_\_\_ heirs and assigns forever.

\* \* \* \* \* Description \* \* \* \* \*

To have and to hold the above-released premises, with all the privileges and appurtenances thereof, to the said \_\_\_\_\_ his/her heirs and assigns forever, subject however to all applicable conditions and provisions of the Penobscot Nation Land and Residency Laws.

In Witness Whereof, \_\_\_\_\_ the said \_\_\_\_\_ and \_\_\_\_\_ husband/wife of the said \_\_\_\_\_ joining as grantor and releasing all rights by descent and all other rights in the above-released premises, have hereunto set \_\_\_\_\_ hand this \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_ 20

Signed, sealed, and delivered  
In presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



PENOBSCOT INDIAN NATION

State of Maine

County of \_\_\_\_\_

ss. \_\_\_\_\_, 20

Then personally appeared the above-named \_\_\_\_\_ and acknowledged the above instrument to be \_\_\_\_\_ free act and deed.

Before me,

\_\_\_\_\_  
NOTARY PUBLIC

3. Lease

REAL PROPERTY LEASE

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_ in the year of our Lord two thousand and \_\_\_\_\_

WITNESSETH, That

do hereby lease, demise, and let unto

TO HOLD as contemplated by the Penobscot Nation Land Laws for the term of \_\_\_\_\_ from the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20 \_\_\_\_\_ yielding and paying

therefor the rent \_\_\_\_\_ And the said Leasee do \_\_\_\_\_ covenant to

pay the said rent in Payment as follows:

\*\*\*\*\*

Conditions:

*In Witness Whereof*, the parties have hereunto interchangeably set their hands and Seals the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN PRESENCE OF

\_\_\_\_\_

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Leasee

Witness



PENOBSCOT INDIAN NATION

State of Maine

County of \_\_\_\_\_

ss. \_\_\_\_\_ 20

Then personally appeared the above-named and acknowledged the above instrument to be free act and deed.

Before me,

\_\_\_\_\_  
NOTARY PUBLIC

4. Permit and/ or License

LAND USE PERMIT

THE PENOBSCOT INDIAN NATION, a Federally recognized sovereign Indian Tribe, whose seat of government is situated at Indian Island No. 1, Penobscot Indian Nation, County of Penobscot, State of Maine licenses and grants permission to

to use the following described lot or parcel of land for the purposes and under the conditions hereinafter listed and subject to all applicable conditions and provisions of the Penobscot land, Probate, and Residency laws. Said parcel of land is bounded and described as follows:

\*\*\*\*\* Description of land Here\*\*\*\*\*

Conditions:

I, \_\_\_\_\_ hereby accept and agree to all the conditions and provisions, as set forth within this Permit.

IN WITNESS WHEREOF, I have affixed my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS

PERMIT HOLDER

\_\_\_\_\_

\_\_\_\_\_

PENOBSCOT INDIAN NATION

State of Maine

County of

ss. \_\_\_\_\_, 20

Then personally appeared the above-named  
and acknowledged the foregoing instrument to be \_\_\_ free act and deed.

Before me,

\_\_\_\_\_  
NOTARY PUBLIC

Whereas, the above-named \_\_\_\_\_ has applied  
For this Permit and has agreed to its provisions as set forth above, Now Therefore, the  
Penobscot Indian Nation in accordance with a vote of its Tribal Council has consented  
for this Permit to be granted and in Witness Whereof, has authorized its Chief to set  
hand and has caused the seal of the Penobscot Indian Nation to be hereunto affixed this  
day of \_\_\_\_\_ 20

\_\_\_\_\_  
Chief

PENOBSCOT INDIAN NATION

State of Maine

County of

ss. \_\_\_\_\_, 20

Then personally appeared the above-named  
Chief of the Penobscot Nation and acknowledged the above instrument to be free  
act and deed in \_\_\_\_\_ capacity as Chief.

Before me,

\_\_\_\_\_  
NOTARY PUBLIC

5. Other Legal Forms

Legal forms detailed in this Subchapter are not to be construed to be the only forms that can be used in matters relating to real estate within the Penobscot Nation. Any Legal form valid under the laws of the State of Maine may be used along with the forms presented in this Subchapter as the circumstances of each individual situation may indicate.

6. Conflict of Interest

Any member of the Chief and Council, Committee, and Department who is party subject to a proceeding before the Chief and Council or holds any interest in land under the Chief and Council's consideration, shall be deemed to have a conflict of interest and shall not be allowed to participate in that matter. Any member of the Chief and Council deemed to have a conflict of interest shall not be allowed to vote on that matter and the remaining members of the Chief and Council shall decide the matter by at least a majority affirmative vote.

Any member of the Chief and Council, Committee, and Department who is a relative within the third degree of kinship to a party subject to a proceeding before the Chief and Council or holds any interest in land under the Chief and Council's consideration, shall be deemed to have a conflict of interest and shall not be allowed to participate in that matter. Any member of the Chief and Council deemed to have a conflict of interest shall not be allowed to vote on that matter and the remaining members of the Chief and Council shall decide the matter by at least a majority affirmative vote.

7. Effective Date of the Act

Upon acceptance of these Land, Probate, and Residency laws by a majority of the tribal membership present at a Tribal General Meeting, duly called by the Chief, these laws shall be in full force and effect, having an effective date of the date of the Tribal General Meeting at which a vote was taken to accept them. All laws relating to land, land use, real estate, probate, or residency inconsistent with this Act are repealed as of the date of the passage of this Act at the Tribal General Meeting.

8. Amendments

Future changes, additions, modifications, or amendments to the Penobscot Land Laws shall only be incorporated at a Tribal General Meeting.

SUBCHAPTER VIII

POLICIES AND PROCEDURES

(See Section II Subchapter III)

ACCEPTED

General Meeting, 5/07/2005, 9:00 a.m., Penobscot Nation Community Building accepted additional language to Subchapter IV Section 3 (Assignments): *It is the intent of this section that each tribal member is eligible for only one (1) assignment through application to the Land Committee; provided, however, this section does not prohibit a member from acquiring tribal lots through purchase or inheritance.*

General Meeting, 07/29/2023, 9:00 a.m., Sockalexis Arena accepted additional language to Subchapter IV Section 2(C) Assignments: *No tribal member is eligible for a land assignment within the Penobscot Nation Indian Territory **if** they have been convicted of a criminal offense involving drug trafficking or sex crimes that are punishable by a sentence of more than one (1) year's imprisonment within the ten (10) years preceding the application for land assignment.*